

Exhibit H

Form of Commercial Parcel Declaration

Declaration of Restrictive Covenants

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made this ____ day of _____, 202__, by **Tapley Trail, LLC**, a Florida limited liability company ("Declarant"), with a mailing address of 2050 Capital Circle NE, Tallahassee, FL 32308, to and for the benefit of **D.R. Horton, Inc.**, a Delaware corporation ("Horton"), with a mailing address of 2457 Care Drive, Tallahassee, FL 32308.

WITNESSETH:

Declarant owns that certain real property described on Exhibit "A" attached hereto (the "Property"). Horton is the owner of those certain residential subdivision lots identified as Lots _____ (the "Lots") of Tapley Trail (the "Community") according to the plat thereof recorded at Plat Book _____, Page _____ in the real property records of Leon County, Florida, and the Lots are located adjacent to the Property.

Declarant is executing this Declaration pursuant to that certain Lot Purchase Agreement, dated _____, 2022, by and between Horton and Declarant, and this Declaration is in partial consideration of Horton's acquisition of the Lots from Declarant that was closed simultaneously herewith.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, the Property shall be held, sold and conveyed by Declarant subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of the Lots and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Horton and its successors and assigns of the Lots.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants Running with the Land. The use of the Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants running with the land and with the title to the Property, whether or not it be so expressed in the deed or other instrument of conveyance of the Property or any portion thereof, and shall be binding upon the Declarant and other persons having interests in the Property and upon their respective heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

ARTICLE TWO
USE RESTRICTIONS

2.01 Restrictive Covenant on Overall Use of the Property. Neither the Property nor any part or portion thereof shall be used for any of the following purposes: (a) cinema/movie theatre; (b) bowling alley; (c) skating rink; (d) video game room, amusement gallery or amusement arcade; (e) pool hall; (f) any business that hosts obscene, nude or semi-nude performances; (g) adult book store or adult video store where obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, DVDs, devices, books, magazines, or other related items are sold or displayed; (h) facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances; (i) facilities used for the operation of any liquor store, package store, or other store primarily selling and/or manufacturing alcoholic beverages for off-site consumption; (j) funeral home or any other facility selling caskets; (k) industrial or manufacturing uses; (l) automotive repair; (m) sale of automotive supplies and parts; (n) gas station or convenience store; and (o) dry cleaners, except that a pickup only dry cleaner shall be a permitted use. Additionally, the business hours for any business conducted on the Property or any portion thereof shall be limited to the hours of 7:00 a.m. (local time) until 10:00 p.m. (local time) of the same calendar day.

2.02 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to anyone in the

Community.

2.03 Outdoor Lighting. All outside lights shall be placed so as to avoid an annoyance to anyone in the Community. Said lighting shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic so that it does not shine toward any lots in the Community.

2.04 Fencing. Prior to Declarant's commencement of any construction of any improvements upon the Property (or any portion thereof), Declarant shall, at Declarant's sole cost and expense, construct and install a wooden fence that is at least eight feet (8') in height (the "Fence") and shall install a heavy landscape buffer that is a minimum of ten feet (10') in width (the "Landscape Buffer") along all common boundary lines between the Property and the Community. The Landscape Buffer shall include, at a minimum, such plantings as shall reach a mature height of at least ten feet (10') as may be reasonably required by Horton. Thereafter, Declarant shall maintain the Fence and the Landscape Buffer in a good condition and shall, from time to time, replace any dead or decaying landscaping with similar landscaping.

ARTICLE THREE **ENFORCEMENT; DURATION; AMENDMENT**

3.01 Enforcement. Horton shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by Horton to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3.02 Term. This Declaration is to take effect upon recordation and shall be binding upon the Declarant and all persons and entities claiming title under and through it for fifty (50) years after the date this Declaration is recorded in the public records.

3.03 Assignment. Horton shall have the right, in its sole and absolute discretion, to assign all of its rights under this Declaration to any not-for-profit corporation formed as the homeowners association for the Community (the "HOA"). Upon such assignment, the HOA shall succeed to all rights of Horton under this Declaration.

3.04 Amendments. This Declaration may only be amended by a written instrument executed by the Declarant (and/or its successors that become owners of the Property or any portion thereof) and Horton (or the HOA pursuant to Section 3.03 hereof). Other than Horton, consent from any other owner(s) of the Lots is not required to amend this Declaration.

ARTICLE FOUR **MISCELLANEOUS**

4.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

4.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

4.03 Applicable Law. The laws of the State of Florida shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Property is located. Declarant hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

4.04 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

NOTE: THIS IS AN EXHIBIT – DO NOT EXECUTE.