

OR 1685 PG 1291

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CALLEN NEIGHBORHOOD ASSOCIATION**

THIS DECLARATION is made and executed this 8th day of November, 1993, by  
CALLEN NEIGHBORHOOD ASSOCIATION of Tallahassee, Florida, hereinafter referred  
to as "Declarants."

**W I T N E S S E T H:**

WHEREAS, Declarants are the owner of certain property located in Leon County,  
Florida, and more particularly described in Speed, Callen and Camelia Subdivisions.

NOW THEREFORE, Declarants hereby declares that all of the properties in the  
Confines of the association shall be held, sold and conveyed subject to the following  
easements, restrictions, covenants and conditions, which are for the purpose of protecting  
the value and desirability of, and which shall run with, the real property and be binding  
on all parties having any right, title or interest in the described properties or any part  
thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner  
thereof.

**DEFINITIONS**

Section 1. "Association" shall mean and refer to Homeowners in Speed,  
Callen and Camelia Subdivisions.

Section 2. "Owner" shall mean and refer to the record owner of a title to  
any Lot which is a part of the Properties.

RECORDED IN THE PUBLIC  
OFFICE OF LEON CO., FLA.  
NOV 10 1993 PM  
DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

1246384

Section 3. "Properties" shall mean home, house or land and additions thereto as may hereafter be brought within the jurisdiction of the Association.

#### ARTICLE I

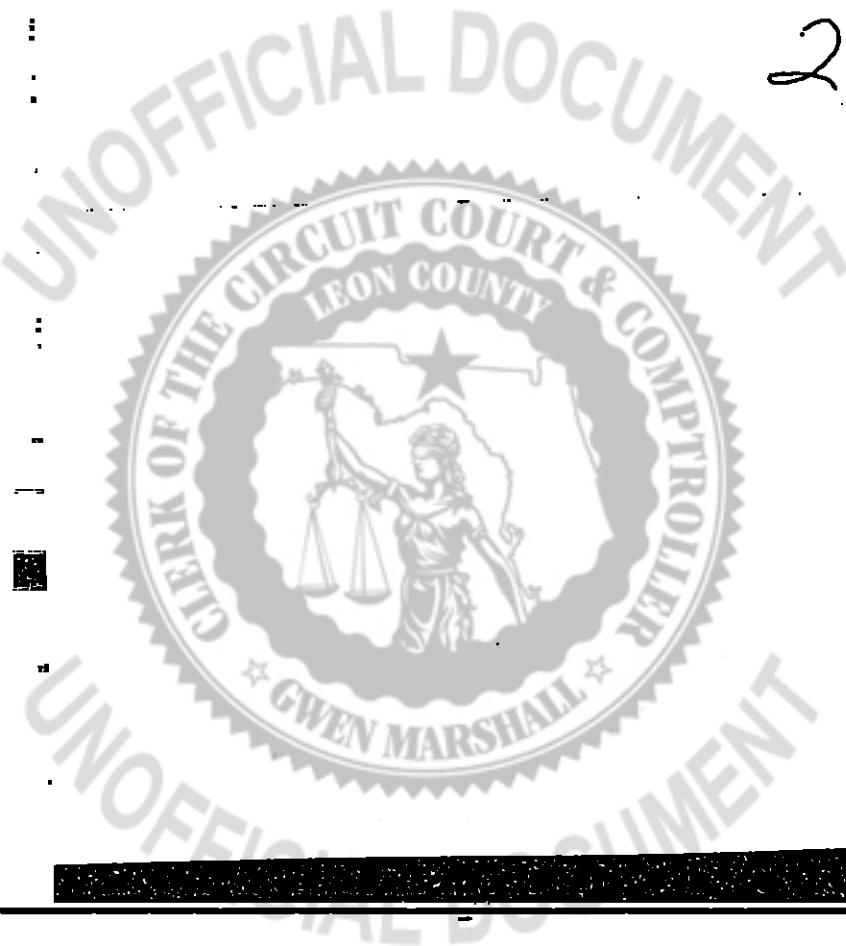
All property shall be kept in a high state of upkeep, free of old cars, junk, trash and any thing else that may impair the good appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be further restricted by the Association Board of Directors. Indiscriminate tree cutting, grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

#### ARTICLE II

##### LAND USE AND BUILDING TYPE

There shall not be permitted any Mobile Homes, Fosters Homes, Care Centers, Tents, Trailers, Churches, or any other dwelling considered offensive to the Declarants. No Lot shall be used except for single family residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings and swimming pool as approved by the Association is Board of Directors.

2



OR 1685 PG 1293

### **ARTICLE III**

#### **SUBDIVISION OF LOT**

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Board of Directors has approved such conveyance in writing.

Such approval shall be in the sole discretion of the Declarants.

### **ARTICLE IV**

#### **DWELLING SIZE**

No dwelling shall be permitted on any Lot unless it conforms with the existing dwellings. Exceptions shall be approved by the Board of Directors.

### **ARTICLE V**

#### **BUILDING, DRIVEWAY AND FENCE LOCATION**

#### **AND SIGHT RESTRICTIONS**

Building locations shall be approved by the Board of Directors, provided, however, no building shall be located on any Lot: nearer than twenty (2) feet to the front Lot line; nearer than twenty (20) feet to the rear Lot line; nearer than five (5) feet to a side-interior Lot line; or nearer than ten (10) feet to any side street line. For the purposes of this Article, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No drive way shall be located nearer than three (3) feet to an interior Lot line except a back-up or turn-around pad may be located as near as one (1) foot to an interior Lot line. The location and design of any fence must be approved by the Board of Directors. The detached single-family residence shall face the street.

## ARTICLE VI

### GARAGES AND CARPORTS

Each building may have a functional garage attached thereto. The owner of each Lot shall ensure that the garage door is kept closed at all times except when entering or exiting the garage. Old, non used cars will not be kept on the garage drive way.

## ARTICLE VII

### NUISANCES

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

## ARTICLE VIII

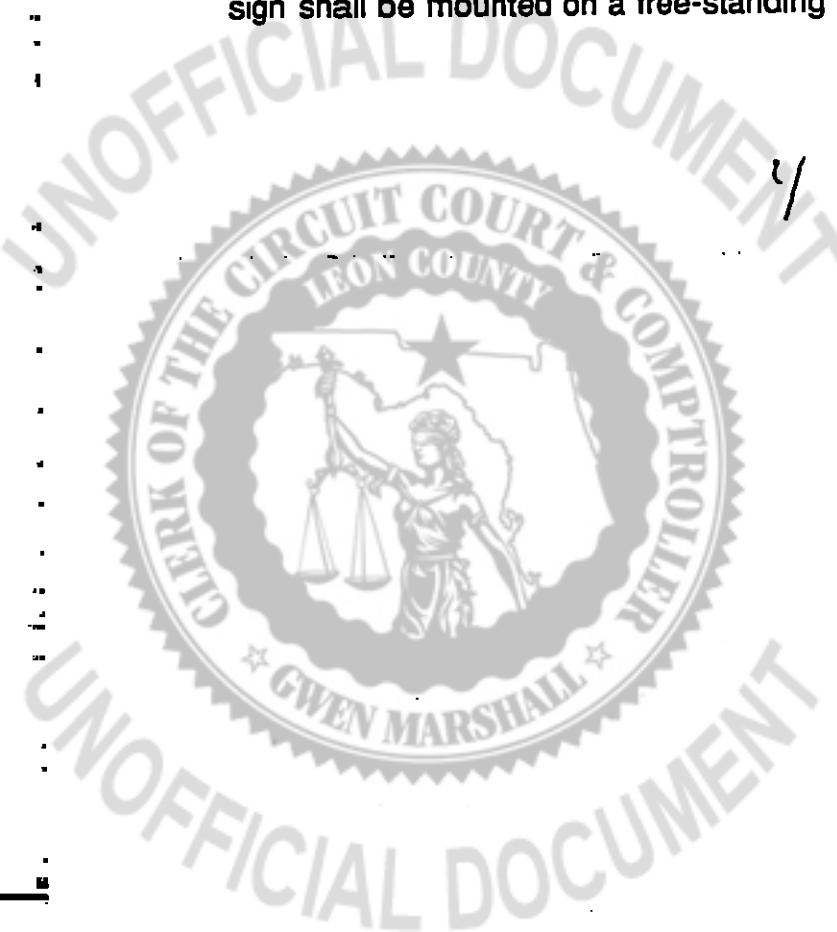
### TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be use on any Lot at any time as a residence either temporarily or permanently.

## ARTICLE IX

### SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign of not more than five (5) square feet to advertise the property for sale or lease and except signs used by Declarant to advertise Lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.



OR 1 b 85 PG 1295

## ARTICLE X

### ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) such pets shall be kept on any Lot without the approval of the Board of Directors, and provided further the Owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. All pets shall at all times be: confined within the Owner's dwelling; securely on a leash; or under strict voice control. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for landscaping and for domestic purposes.

## ARTICLE XI

### RADIO AND TELEVISION ANTENNA,

### SPORTS EQUIPMENT AND TANKS

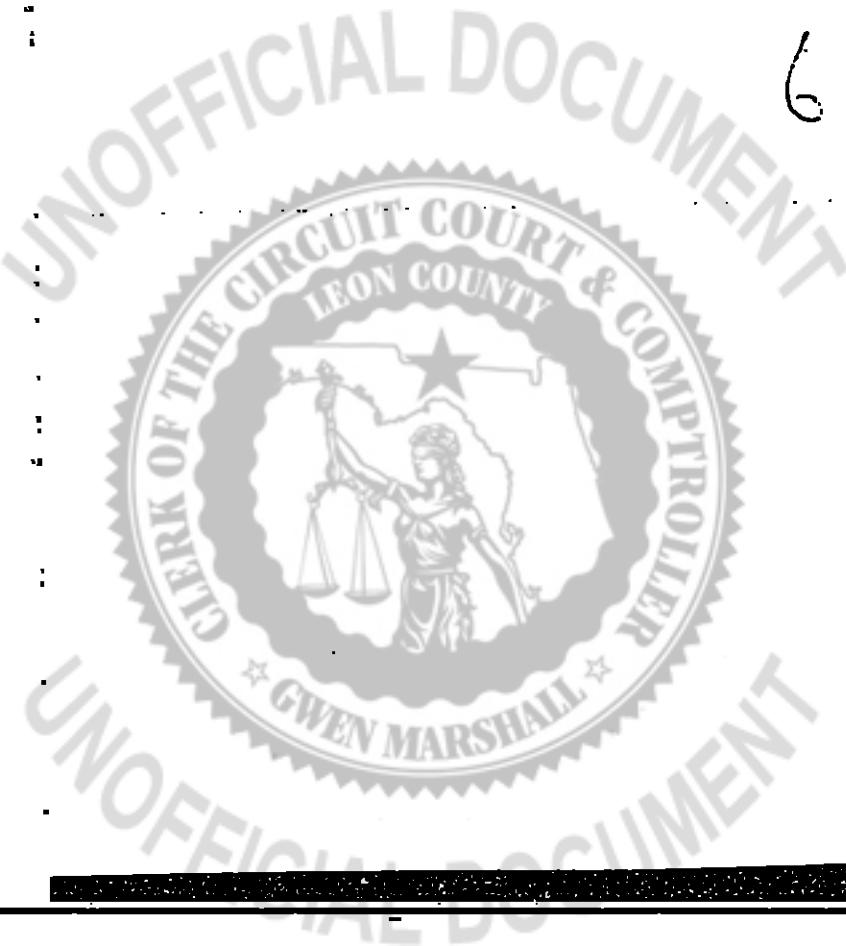
No exterior radio, television or satellite-dish antenna may be installed on any portion for the Properties unless such installation and the size, color and design of the antenna have been approved by the Board of Directors. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Board of Directors.

**ARTICLE XII****MAIL BOXES**

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles is in conformity with existing ones or shall have been approved by the Board of Directors.

**ARTICLE XIII****EXTERIOR MAINTENANCE**

Exterior Maintenance Upon Failure of Owner. Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, and the exterior of the building located on the Lot in a neat and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after no less than ten (10) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorney's fees. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employee shall have the right, after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.



OR 1685 PG 1291

**ARTICLE XIII  
BOATS, TRAILERS,  
RECREATIONAL VEHICLES AND ACTIVITIES**

No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkept conditions, shall not be pursued or undertaken within an enclosed garage.

**ARTICLE XV  
VEHICLES PROHIBITED**

No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Board of Directors or the Declarants may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

**ARTICLE XVI  
GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee.

All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

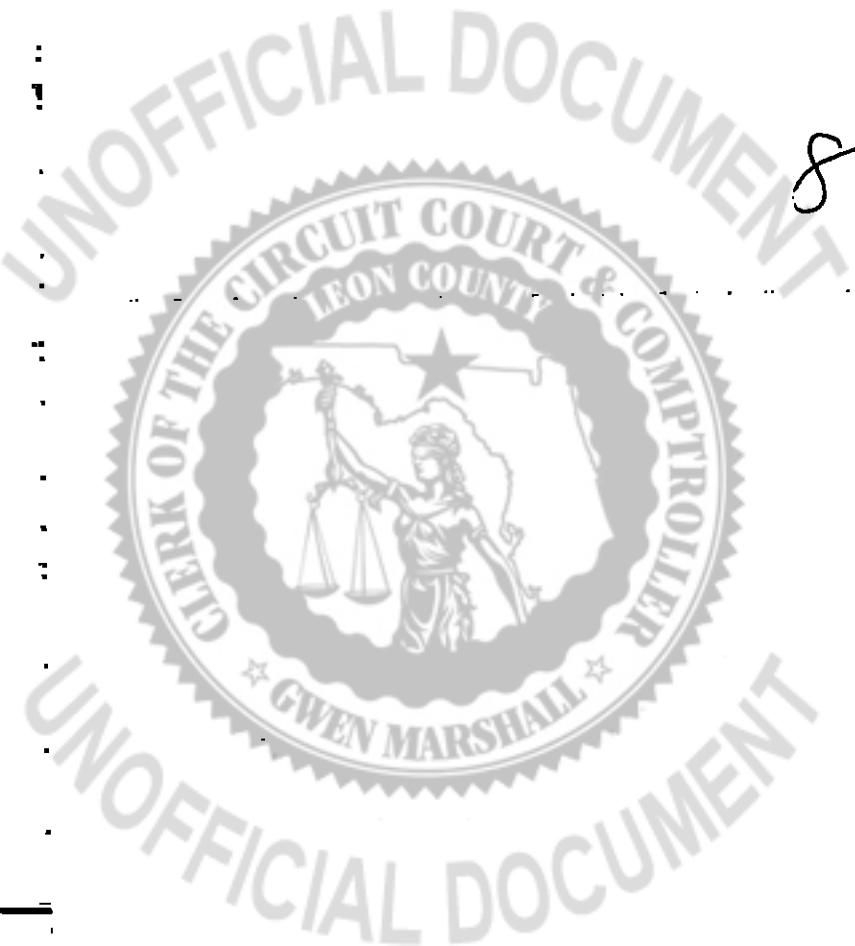
## ARTICLE XVII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

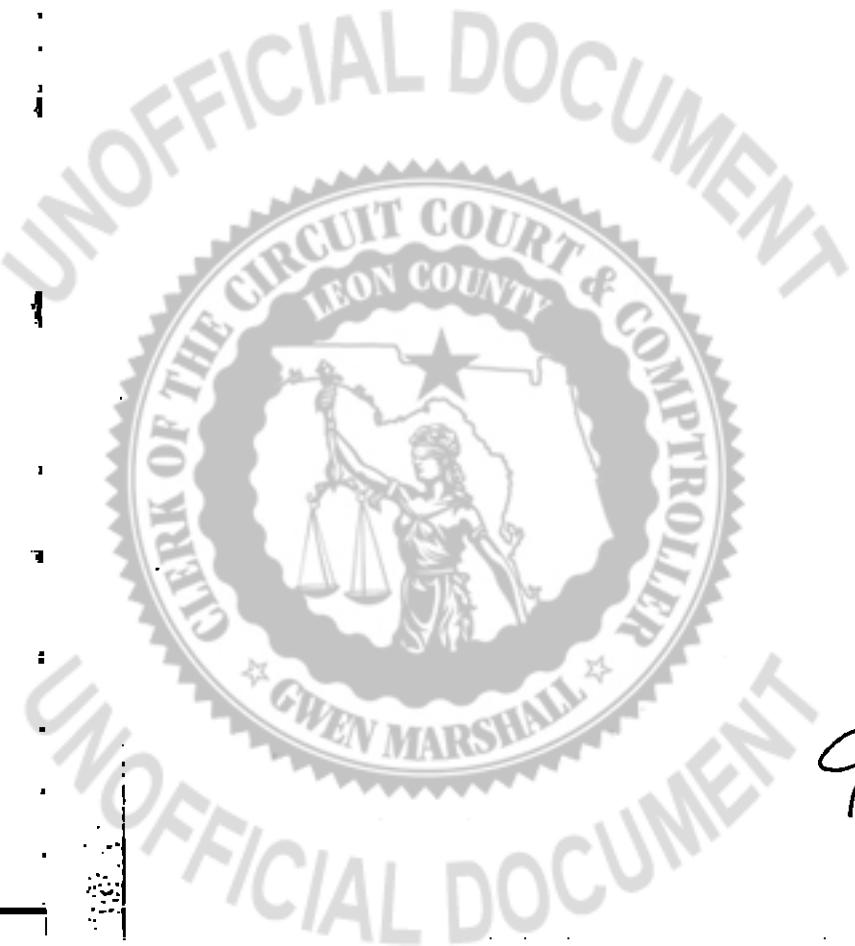
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. Additional residential property and common areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members and the Association. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the owners of each lot in such annexed area shall have the same rights, benefits, obligations and duties and the Owners of the Lots described in this Declaration.



OR 1 b 85 PG 1299

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of then (10) years unless the Association's Board of Directors acting in concert with the desires of 70% of home owners agree to terminate these covenants and restrictions upon the expiration of any ten (10) year period. This Declaration may be amended during the first twenty (20) year period by an instrument signed the Board of Directors acting in concert with the desires of 70% of home owners. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.



IN WITNESS WHEREOF, the undersigned, being the President and Chairman of the Board of Directors herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

Jana Lewis  
William T. Sale  
WILLIAM T. SALE

CALLEN NEIGHBORHOOD ASSOCIATION

By: Jerry L. Moore  
JERRY L. MOORE

Its: President and Chairman of the Board of Directors

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 9th day of November, 1993, by Jerry L. Moore as President of the Callen Neighborhood Association and Chairman of its Board of Directors, who has produced Florida driver's license and has taken an oath.

Jana Lewis Dave Lang, Clerk Circuit Court  
Notary Public Jana Lewis Deputy Clerk  
My commission expires:



Prepared by  
Janice Harris  
325- W Gaines Street  
Tallahassee Florida  
32399

10

