

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SEMINOLE MANOR**

THIS DECLARATION made and executed this 4<sup>th</sup> day of June 2002, by Seminole Manor Neighborhood Association, Inc., a Florida corporation with its principal place of business in Leon County, Florida, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the Neighborhood Association that governs restrictions of certain property in Leon County, Florida, which is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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.

**ARTICLE I**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to Seminole Manor Neighborhood Association, Inc. , its successors and assigns. For the purposes of legal interpretation, Seminole Manor Neighborhood Association, Inc. shall be used interchangeably with the term "Homeowners Association."

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties,

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to each plot of land in described neighborhood.

Section 6. "Declarant" shall mean and refer to Seminole Manor Neighborhood Association, Inc., its successors and assigns.

## **ARTICLE II**

### **PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right of enjoyment in and to the Common Area subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.
- (b) the right of the Association to suspend the neighborhood rights by an Owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations
- (c) the right of the association to dedicate or transfer all or any part of the Common Area to any public agency or neighborhood redevelopment corporation.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. The Association shall have one class of voting membership:

Members shall be all Owners and shall be entitled to one vote for each lot owned.

Tenants may be designated to vote on behalf of Owners if expressed in writing by said Owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. All Association decisions will be reserved to the Association Officers unless specifically put forth to the Association for a collective vote by the Association Officers.

Section 4. Association Officers shall be chosen by a majority vote.

### **ARTICLE IV**

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1)

---

annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area of the homes situated on the properties.

Section 3. Maximum Annual Assessment. The initial annual assessment shall be \$20.00 per Lot. This amount shall not increase more than 5% or \$5 per year, whichever is greater. The Association Officers may increase the assessment by a majority vote.

Section 4. Effect of Non-Payment of Assessments; Remedies of the Association. Any Assessment not paid within 30 days after the due date shall bear interest from the due date at a rate of eighteen percent(18%) per annum or at such other legal rate as may be established by the Association Officers. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

---

**ARTICLE V**

**Exterior Maintenance**

In the event an owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association Officers or pursuant to municipal code, the Association, after a majority approval of the Officers, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clean, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall be immediately due and payable.

**ARTICLE VI**

**NUISANCES**

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

**ARTICLE VII**

**LIVESTOCK AND POULTRY**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

**ARTICLE VIII**

**PARKING RESTRICTIONS**

No Owner of a Lot shall park, store, or keep any vehicle except wholly within the driveway or attached carport or garage located upon the Lot. No Owner of a Lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Lot, except for emergency repairs (and then only to the extent necessary to enable movement thereof to a proper repair facility).

**ARTICLE IX**

**MUNICIPAL CODE**

All municipal codes of the City of Tallahassee will be enforceable by the Association and/or the Municipal Code Enforcement Board.

**ARTICLE X**

**GENERAL PROVISIONS**

Section 1. ENFORCEMENT. The Association, or any Owner, shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for an infinite term. This Declaration may be amended by a majority vote of the Association Officers, votes determined as set forth in ARTICLE III

Section 4. ANNEXATION. Additional residential property and Common Area may be annexed to the Properties with the consent of a majority vote of the Association Officers.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed the day and year first above written.

WITNESSES:


SEMINOLE MANOR NEIGHBORHOOD  
ASSOCIATION, INC., a Florida  
Corporation

  
\_\_\_\_\_  
Jason Dullman

By: 

Robert W. Rinehart

Its: President

  
\_\_\_\_\_  
Michael P. McKee

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2002, by Robert W. Rinehart, as President of Seminole Manor Neighborhood Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Prepared by: Robert Rinehart  
1618 Stanley Ave  
Tallahassee, FL 32310

  
\_\_\_\_\_  
Notary



Susan E. Elliott  
MY COMMISSION # CC845339 EXPIRES  
July 11, 2003  
BONDED THRU TROY FAIR INSURANCE, INC.

**Exhibit "A"**

**Legal Description**  
**Seminole Manor Units 1&2**

As described more particularly in Plat Book 3 Page 55 in Leon County recorded on the 21<sup>st</sup> day of December 1949 and also set forth below:

Begin at the Northwest corner of Section 4 Township 1 South Range 1 West and run thence North 89 degrees 29 minutes East 25 21 along the section line thence south 55 degrees 28 minutes East 29 degrees 6 minutes along the western boundary of the right of way of the Seaboard Airline Railroad thence South 3 minutes 10 degrees West 288 degrees 95 minutes thence South 44 degrees 47 minutes East 17 18 8 thence south 00 degrees 11 east 312.08 feet along the east boundary of the west one half of the northwest one quarter of said section 4 thence North 44 degrees 45 minutes 60 seconds West 359.58 feet thence South 45 degrees 14 minutes 30 seconds West 218.85 feet thence north 44 degrees 45 minutes 30 seconds west 30 feet thence south 45 degrees 14 minutes 30 seconds west 150 feet thence south 44 degrees 45 minutes 30 seconds east 55 feet thence South 45 degrees 4 minutes 30 seconds South 45 degrees 14 min 30 sec West 160 feet thence S 44 degrees 45 min 30 sec East 35 feet thence South 45 degrees 4 min 30 sec West 225 feet thence S 43 degrees 44 min 30 sec West 73 feet thence South 47 degrees 47 min East 100.32 ft thence South 42 degrees 13min West 153.18 ft thence South 55 degrees 53 minutes East 500 ft thence South 34 degrees 6 minutes West 230.06 ft thence South 59 degrees 02 minutes 30 seconds West 119.27 ft thence South 00 degrees 31 minutes East 150 ft thence South 89 degrees 29 minutes West 2827 ft to point of curve thence in a westerly direction along a curve to the right with a radius of 100 ft and a delta or central angle of 34 degrees 29 minutes through it's entire length of 54.19 ft to a point of tangent thence North 53 degrees 02 minutes West 567.76 ft thence North 78 degrees 05 minutes East 237.25 ft thence North 82 degrees 55 West 131.87 ft thence North 31 degrees 25 minutes West 99.01 ft thence North 0 degrees 11 minutes West along a line 380 ft West of and parallel to the West boundary of aforesaid section 4 same being the East boundary of section 5 for a distance of 2113.25 ft to a point on the North boundary of said section 5 thence N 59 D 29 min E 330 ft to the point of beginning.