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RECORDS OF LEON CO., FLA.

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PAUL E. HALLSFIELD  
CLERK OF CIRCUIT COURT

THIS INSTRUMENT PREPARED  
BY: ROBERT D. MENDELSON  
P. O. Box 1834  
Tallahassee, FL 32302

OR1054PC1503

TALCO HILLS DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by TALCO PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in The City of Tallahassee, County of Leon, State of Florida, which is more particularly described as: Lots 1,2,3,4,5,6,7,8,9,10,11, 12,13,14,15 and 16, Block "A;" Lots 1,2,3,4,5,6,7,8,9,10,11,12, 13 and 14, Block "B;" and Lots 1,2 and 3, Block "C;" all of Talco Hills Subdivision as per map or plat thereof recorded in Plat Book 9, Page 3 of the Public Records of Leon County, Florida.

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 thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "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 a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2. "Properties" shall mean and refer to all the lots described above.

SECTION 3. "Lot" shall mean each lot as described above.

SECTION 4. "Declarant" shall mean and refer to TALCO PROPERTIES, INC., its successors and assigns if such successors

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or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

### ARTICLE II

#### USE RESTRICTIONS

SECTION 1. Residential Only. No lot shall be used except for residential purposes.

SECTION 2. Conformance with Zoning. All structures constructed on a lot shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of construction and shall be placed on the lot in conformance with its requirements.

SECTION 3. Temporary Residence Prohibited. No structure of a temporary character, such as, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Boats, trailers, campers or other vehicles shall be parked or stored within the garage or placed behind the residence so as not to be visible from the street.

SECTION 4. Dwelling Quantity and Size. The main floor area of the main structure, exclusive of one-story porches, garages, carports, and patios shall have no less than the following square feet of heated and/or air conditioned area:

Two, Three or Four Unit Apartments	- 500 square feet each
Townhouses	- 600 square feet each
Single-family	-1100 square feet each

SECTION 5. Fences. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type and design and location thereof shall have been approved in writing by the Architectural Control Committee.

SECTION 6. Nuisances. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done on it that may be or may become any annoyance or nuisance to the property owners.

SECTION 7. Animals Prohibited. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot

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except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

SECTION 8. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during construction and sales.

SECTION 9. Rubbish. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition. No dumpster shall be used without the prior written consent of appropriate governmental authorities.

SECTION 10. No Business Conducted. No business other than arts, crafts or professions operated solely by family members occupying the residence shall be conducted.

SECTION 11. Minerals. No gas, oil, mineral, quarry or gravel operations shall be permitted on any lot.

SECTION 12. Landscaping. All landscaping, including the removal of trees, shall comply with local governmental regulations. In the event there are no local governmental regulations, all landscaping, including the removal of trees, shall be first approved by the Architectural Control Committee.

SECTION 13. Antennas. Exterior radio and television and any other type of antenna installations, including discs, must be approved by the Architectural Control Committee.

SECTION 14. Window Units. No window air-conditioning units, heating or air-conditioning compressors shall be installed in the front of any building.

SECTION 15. Approval by Architectural Control Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the

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plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 16. Architectural Control Committee. For the first two (2) years immediately following the recordation of this Declaration upon the public records of Leon County, Florida, the Architectural Control Committee shall consist of the Board of Directors of Declarant. Thereafter, the Architectural Control Committee shall consist of at least three (3) representatives elected by a majority of the lot owners, there being one vote per lot.

### ARTICLE III

#### PARTY WALLS

SECTION 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the structure erected upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Casualty. If a party wall is destroyed or damaged by fire or other casualty, and later

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restored, the owners using the wall shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner, causing a party wall to be exposed to the elements through negligence or willful act, shall bear the entire cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of the arbitrators regarding the dispute shall be by majority vote of all the arbitrators and such decision shall be binding on all parties.

#### ARTICLE IV

##### GENERAL PROVISIONS

SECTION 1. Enforcement. Any owner shall have the right 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 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. The prevailing party in any legal action shall be entitled to recover all damages together with legal costs and a reasonable attorney's fee.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall

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in no wise affect any other provisions 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 a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

SECTION 4. Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of the lot owners, and in such event this Declaration shall apply to those properties annexed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of February, 1983.

WITNESSES:

Robert D. Mandelsohn  
Judith S. Colson

DECLARANT: TALCO PROPERTIES, INC.

By: D. I. Rainey  
D. I. RAINEY  
President

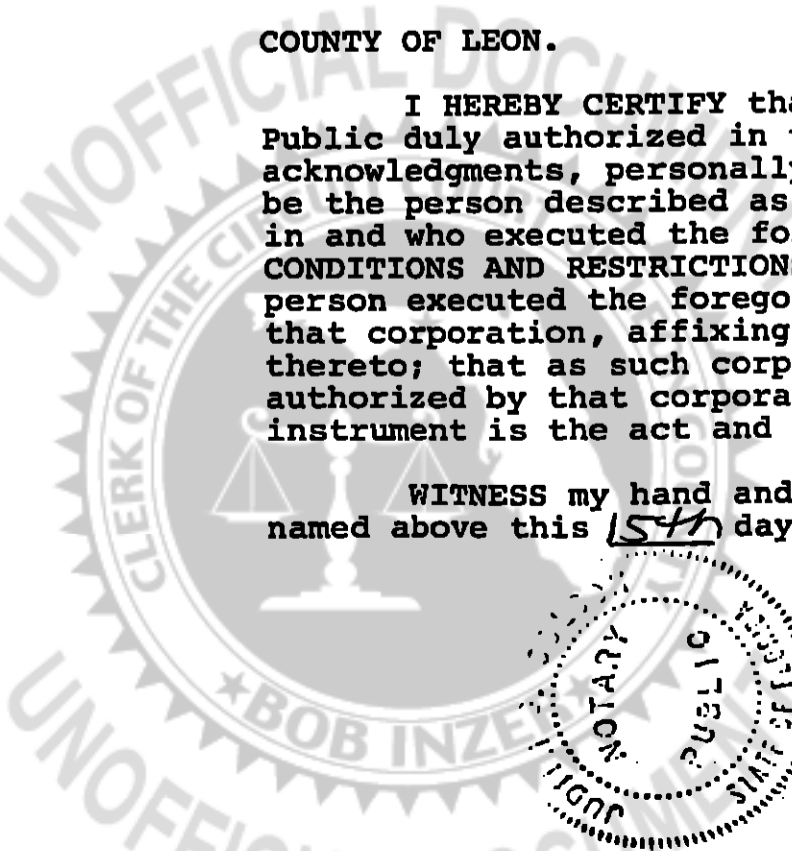
(CORPORATE SEAL)



STATE OF FLORIDA,  
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared D. I. RAINEY, to me known to be the person described as President of TALCO PROPERTIES, INC., in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that that person executed the foregoing instrument in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing instrument is the act and deed of that corporation.

WITNESS my hand and official seal in the County and State named above this 15th day of February, 1983.



12/11/86  
Judith S. Colson  
NOTARY PUBLIC  
My Commission Expires: 12-11-86  
6  
My Commission Expires: Feb. 11, 1986  
Notary Public, Leon County, Florida