

DECLARATION OF RESTRICTIONS
OF
CYPRESS COVE
A SUBDIVISION

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KNOW ALL MEN BY THESE PRESENTS that, the undersigned, MILLARD J. NOBLIN, and DOUGLAS NICHOLS, being the owners of CYPRESS COVE, a subdivision situated in Leon County, Florida, as is recorded in Plat Book 9, Page 27, of the Public Records of Leon County, Florida, make the following declaration of restrictions covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons dereigning title through the undersigned and these restrictions during their lifetime shall be for the benefit of and a limitation upon all present and future owners of the real property and are as follows:

1. RESIDENTIAL ONLY.

No lot shall be used except for residential purposes.

2. APPROVAL BY ARCHITECTURAL CONTROL COMMITTEE.

No building, dock, piers or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and locations with respect to topography and finished grade elevation.

3. COMPOSITION OF COMMITTEE.

The Architectural Control Committee shall be composed of the following: MILLARD J. NOBLIN, DOUGLAS NICHOLS, W. TAYLOR MOORE, and the Director of the Tallahassee Junior Museum, Inc., or such other representative designated by its Board of Trustees. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives

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shall be entitled to any compensation for services performed pursuant to this covenant.

4. PROCEDURE OF COMMITTEE.

The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or its designated representatives fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

5. 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 and all other necessary county or state permits.

6. TEMPORARY RESIDENCES 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.

7. DWELLING QUANTITY AND SIZE.

The main floor area of the main structure, exclusive of one-story porches, garages, carports and patios shall not be less than 1400 square feet of heated and/or air-conditioned area for lots fronting on any lake and 1200 square feet on any other lot. No building shall be constructed of exposed concrete block. No modular or manufactured home shall be allowed.

8. FENCES.

No fence of any kind shall be placed or constructed nearer to the front property line than the front corner of the residence. No fence shall be located nearer than two (2) inches to an interior lot line. No fence or hedge shall be erected or maintained on the

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property of the subdivision which unreasonably restricts or blocks the view from adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. 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.

9. OFFENSIVE ACTIVITIES.

No noxious or offensive activities shall be carried on upon any lot nor shall naything be done on it that may be or may become an annoyance or nuisance to the porperty owners.

10. ANIMALS PROHIBITED.

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 purposes.

11. 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 builder to advertise the property during construction and sales.

12. 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.

13. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easement, no structure, planting or other materials shall be placed or permitted to remain that may damage or interfere with installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be

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maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

14. NO BUSINESS CONDUCTED.

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

15. MINERALS.

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

16. ACCESS TO LAKE.

No boat ramps or marinas of any sort shall be constructed on land in the subdivision. Owners of land in this subdivision shall not permit any person who is not an owner of land within the subdivision, or a member of such owner's household, access to the lake adjoining this subdivision. This provision shall not prevent the developers from providing an access easement to the lake for owners of non-lakefront property in order that they might have access to the lake.

17. TREES.

No cypress trees shall be cut or removed from any property in the subdivision without the prior written approval of the Architectural Control Committee.

18. EXPIRATION TIME.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded after which time they shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then owner's of the lots has been recorded agreeing to change the covenants in whole or in part.

19. ENFORCEMENT.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. The prevailing party in any such action shall be entitled to recover in addition to costs and disburse-

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ments allowed by laws such sum as the court may adjudge to be reasonable for the services of its attorney.

20. SEVERABILITY.

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

IN WITNESS WHEREOF we have set our hands and seals this

4th day of August, 1983.

Lutz Goodson
W. Taylor Moore
Lutz Goodson
W. Taylor Moore

MILLARD J. NOBLIN (SEAL)
DOUGLAS NICHOLS (SEAL)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4th day of August, 1983, by MILLARD J. NOBLIN.



Lutz Goodson
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 13, 1986
Should You See Any - Renewal, etc.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4th day of August, 1983, by DOUGLAS NICHOLS.



Lutz Goodson
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 13, 1986
Should You See Any - Renewal, etc.

RECORDED
INDEXED
AUG 13 1983
TALLAHASSEE, FLORIDA

LAW OFFICES W. Taylor Moore PROFESSIONAL ASSOCIATES

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