

RECORDED
AT TIME & DATE NOTED
1985 SEP 12 10:12:00
CARLTON TUCKER
CLERK CIRCUIT COURT
WAKULLA COUNTY, FLORIDA
61914

**CYPRESS COVE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by RALPH C. FERRELL and MARY D. DRAWDY, hereinafter referred to as "DECLARANT".

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property in the County of Wakulla, State of Florida, which is more particularly described as follows:

CYPRESS COVE, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 73, of the Public Records of Wakulla 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, 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 that certain real property hereinabove described, and such additions thereto as may hereinafter be added thereto.

Section 3. "Declarant" shall mean and refer to Ralph C.

OFF. REC. 114 PAGE 907

Ferrell and Mary D. Drawdy.

ARTICLE II

USE RESTRICTIONS

Section 1. No lot shall be used except for single family residential purposes with customary outbuildings. No lot shall be further subdivided.

Section 2. All structures constructed on a lot shall conform to the Wakulla County Zoning and Building Code as it exists at the time of construction and shall be placed on the lot in conformance with their requirements. All structures shall be set back at least fifty (50) feet from the front property line, at least fifty (50) feet from the back property line and at least twenty-five (25) feet from each side property line.

Section 3. No mobile or manufactured home shall be placed on any lot unless such home is at least sixty (60) feet in length and twenty-four (24) feet in width and contains a minimum of fourteen hundred (1400) square feet of heated and cooled living space. Additionally, no mobile or manufactured home shall be placed on any lot unless it was built after January 1, 1980 and complies with standards for manufactured homes published by the Department of Housing and Urban Development of the United States Government. All homes shall have residential exteriors consisting of shingle roofs and siding such as cedar, masonite or residential aluminum lap siding. All homes must be skirted in a professional manner and skirting must be completed within a sixty (60) day period after occupancy. All steps must be of a permanent type with no portable wood or metal steps allowed.

Section 4. 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 property of the subdivision which unreasonably restricts or blocks the view from the adjoining lot

OFF. REC. 114 PAGE 908

LAW OFFICES *W. Taylor Moore* PROFESSIONAL ASSOCIATION

POST OFFICE BOX 507 TALLAHASSEE, FLORIDA 32302-0507

or which shall materially impair the continuity of the general landscaping plan of the subdivision.

Section 5. 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 an annoyance or nuisance to the property owners.

Section 6. 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 and not more than two horses may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Section 7. No sign or 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 signs used by a builder to advertise the property during construction and sale of such building.

Section 8. 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 the property and shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located so as not to be visible from a street.

Section 9. Space has been provided in the public right of way of the streets for the installation of utilities, telephone and cable services.

Section 10. No business other than arts, crafts or professions operated solely by family members occupying the residence shall be conducted. No inoperative vehicles shall be stored on any property for longer than two weeks and no auto repair operations shall take place except in an enclosed garage or other such structure.

ARTICLE III

GENERAL PROVISIONS

OFF. REC. 114 PAGE 909

Section 1. The Declarant, either of them, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, either of them, 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. The prevailing part in any such action shall be entitled to recover in addition to costs and disbursements, such sum as the court may adjudge to be reasonable for the services of such person's attorney.

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

Section 3. 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 (90%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the lot Owners. Any such Amendment must be recorded to be effective.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 29th day of July, 1985.


Witnesses:



Billie D. Wood
As to Ferrell



RALPH C. FERRELL (SEAL)

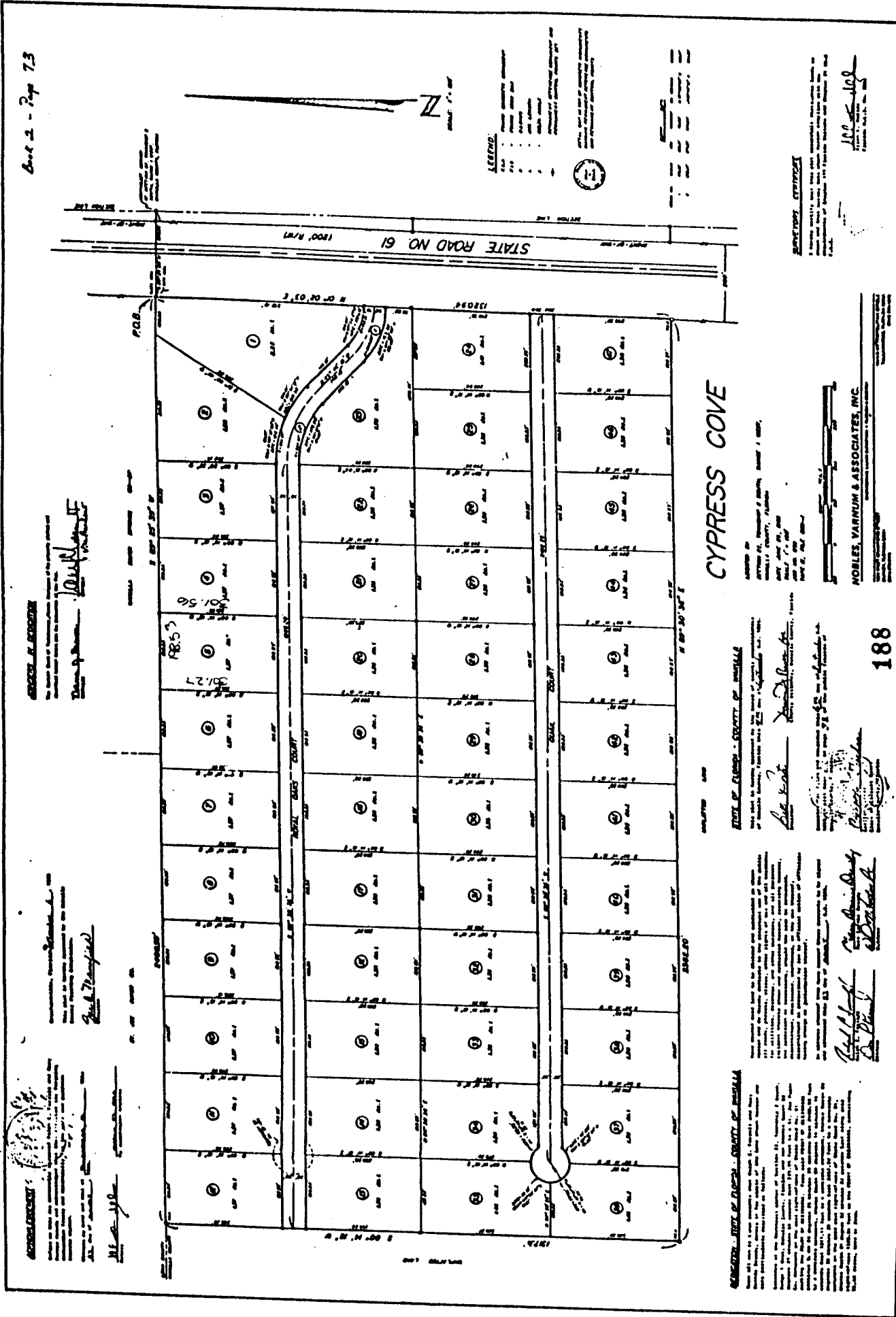


Carol Jordan
As to Drawdy



MARY D. DRAWDY (SEAL)

Sheet 2 - Page 73



LEGEND:
 --- EASEMENT
 --- BOUNDARY
 --- CURB
 --- DRIVE
 --- FENCE
 --- GROUND
 --- IMPROVEMENT
 --- LOT
 --- PLAT
 --- ROAD
 --- SURFACE
 --- WATER

EXCEPTIONS - CYPRESS
 A. The portion of the land shown on this plat which is subject to the mortgage of the State of Florida, Tallahassee, Florida, in the amount of \$100,000.00, recorded in Public Records of Tallahassee, Florida, in Volume 115, Page 108.

100-108
 PUBLIC RECORDS OF FLORIDA

CYPRESS COVE

STATE OF FLORIDA - COUNTY OF WASHINGTON
 I, the undersigned, Clerk of the County of Washington, Florida, do hereby certify that the within and foregoing plat is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in Public Records of Tallahassee, Florida, in Volume 115, Page 108.

[Signature]
 Clerk of the County of Washington, Florida

MOBLES, VARNUM & ASSOCIATES, INC.
 I, the undersigned, do hereby certify that the within and foregoing plat is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in Public Records of Tallahassee, Florida, in Volume 115, Page 108.

[Signature]
 President

188

RECORDING OFFICE
 Tallahassee, Florida
 I, the undersigned, Clerk of the County of Washington, Florida, do hereby certify that the within and foregoing plat is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in Public Records of Tallahassee, Florida, in Volume 115, Page 108.

[Signature]
 Clerk of the County of Washington, Florida