

OR 1991 PG 2311

DECLARATION OF RESTRICTIONS OF  
CYPRESS COVE, PHASE II  
A SUBDIVISION

RECORDED  
10/11/11 11:11 AM

16, 11/11/11 7:11 AM

0018458

KNOW ALL MEN BY THESE PRESENTS that, the undersigned,  
CYPRESS COVE PARTNERS, being the owners of CYPRESS COVE, PHASE  
II, a subdivision situated in Leon County, Florida, as is recorded in Plat Book  
12, Page 4, of the Public Records of Leon County, Florida, make the  
following declaration of restrictions covering the above described real property,  
(Exhibit A)  
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:

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 City of Tallahassee Zoning Code as it exists at the time of  
construction and shall be placed on the lot in conformance with it's 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 in such other areas as may  
be designated by the Architectural Control Committee.

Section 4. The main floor area of the main structure, exclusive of one-story porches, garages and patios shall not be less than 1100 square feet of heated and/or cooled area for a one story building. In the event a residence contains more than one story, the ground floor must contain not less than 900 square feet of heated and /or cooled area. No building shall be constructed of exposed concrete block. No modular or manufactured home shall be allowed.

Section 5. 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 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.

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 an 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 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 of such building.

Section 9. Rubbish. 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 not be kept except in sanitary containers in such a manner to be acceptable to the Architectural Control Committee. 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 10. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, 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 maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

Section 11. No Business Conducted. No business other than arts, crafts or professions operated solely by family members occupying the residence shall be conducted.

Section 12. Minerals. No gas, oil, mineral, quarry or gravel operations shall be permitted on any lot.

Section 13. Mailboxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved in writing by the Architectural Control Committee.

Section 14. Culverts. All culverts shall be consistent throughout Phase II, 18" Mitered End Culverts with Concrete Collars on both ends.

Section 15. Approval By Architectural Control Committee. No building, fence, wall or other structure 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.

Section 16. Composition of Architectural Control Committee. The committee shall be composed of the following: MILLARD J. NOBLIN, LINDA DIX AND PRISCILLA THARPE. 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 shall be entitled to any compensation for services performed pursuant to this covenant.

Section 17. Procedure of the Architectural Control 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.

Section 18. Lake Access. The owners of land in this subdivision, or a member of such owner's household, shall have an access easement to the lake for non-

CR 1991 PG 2315

lakefront property. Such access shall be defined by the developer in the one designated area.

Section 19. 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.

Section 20. 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 disbursements allowed by laws such sum as the court may adjudge to be reasonable for the services of its attorney.

Section 21. 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 out hands and seals this 21<sup>st</sup> day of Feb., 1997.

Dorothy K. Trotman  
DOROTHY K. TROTMAN  
Melissa C. Register  
Melissa C. Register  
STATE OF FLORIDA  
COUNTY OF LEON

Cypress Cove Partners  
Millard J. Noblin  
MILLARD J. NOBLIN  
Managing Partner

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February, 1997, by MILLARD J. NOBLIN, who is personally known to me and did not take an oath.

Dorothy K. Trotman  
NOTARY PUBLIC

My Commission Expires



Document Prepared By:  
Millard J. Noblin  
1320 Metropolitan Blvd.  
Tallahassee, FL 32303

## Exhibit A

## CYPRESS COVE PHASE II

BEGIN at a concrete monument marking the most northeasterly corner of Cypress Cove, a subdivision as per map or plat recorded in Plat Book 9, Page 27 of the Public Records of Leon County, Florida, thence run North 89 degrees 50 minutes 08 seconds East 103.46 feet to a found concrete monument on the southwesterly right of way boundary of Orange Avenue (State Road No. 371), thence along said right of way run South 40 degrees 58 minutes 00 seconds East 492.42 feet to a found 6"x 6" State Road Department concrete monument on a point of curve to the left, thence run southeasterly along said curve with a radius of 1196.28 feet through a central angle of 18 degrees 04 minutes 21 seconds for an arc distance of 377.34 feet (chord bears South 50 degrees 00 minutes 11 seconds East 375.78 feet) to a point on the westerly right of way boundary of Rankin Avenue (60 foot right of way), thence along said right of way run South 00 degrees 00 minutes 46 seconds East 327.26 feet to a found concrete monument, thence leaving said right of way run South 89 degrees 52 minutes 40 seconds West 95.02 feet to a found concrete monument, thence run North 69 degrees 30 minutes 21 seconds West 90.76 feet to a found concrete monument, thence run North 88 degrees 20 minutes 58 seconds West 42.65 feet to found concrete monument, thence run South 29 degrees 26 minutes 46 seconds West 34.88 feet to a found concrete monument, thence run South 68 degrees 52 minutes 45 seconds West 147.17 feet to a found concrete monument, thence run North 34 degrees 02 minutes 41 seconds West 103.80 feet to a found concrete monument, thence run South 52 degrees 51 minutes 40 seconds West 204.37 feet to a point of curve to the left, thence run southeasterly along said curve with a radius of 30.00 feet through a central angle of 123 degrees 05 minutes 05 seconds for an arc distance of 64.45 feet (chord bears South 08 degrees 40 minutes 53 seconds East 52.75 feet) to a point of cusp on a curve concave northeasterly and the northerly right of way boundary of Cypress Cove Drive (60 foot right of way), thence run northwesterly along said right of way and curve with a radius of 270.00 feet through a central angle of 12 degrees 09 minutes 13 seconds for an arc distance of 57.27 feet (chord bears North 64 degrees 08 minutes 49 seconds West 57.17 feet), thence run North 58 degrees 04 minutes 12 seconds West 80.45 feet to a point of cusp on a curve concave northerly, thence leaving said right of way run northeasterly along said curve with a radius of 30.00 feet through a central angle of 68 degrees 48 minutes 25 seconds for an arc distance of 36.03 feet (chord bears North 87 degrees 31 minutes 55 seconds East 33.90 feet), thence run North 53 degrees 07 minutes 23 seconds East 79.85 feet to a found concrete monument, thence run North 37 degrees 05 minutes 50 seconds West 429.86 feet to a found concrete monument, thence run South 52 degrees 56 minutes 00 seconds West 79.95 feet to a point of curve to the left, thence run southwesterly along said curve with a radius of 30.00 feet through a central angle of 69 degrees 04 minutes 12 seconds for an arc distance of 36.16 feet (chord bears South 18 degrees 23 minutes 54 seconds West 34.01 feet) to a point on the northeasterly right of way boundary of said Cypress Cove Drive, thence along said right of way run North 16 degrees 08 minutes 12 seconds West 120.00 feet to a point of curve to the right, thence run northwesterly along said curve with a radius of 270.00 feet through a central angle of 02 degrees 00 minutes 39 seconds for an arc distance of 9.48 feet (chord bears North 15 degrees 07 minutes 52 seconds West 9.48 feet) to a point of cusp on a curve concave northerly, thence leaving said right of way run southeasterly along said curve with a radius of 30.00 feet through a central angle of 113 degrees 02 minutes 55 seconds for an arc distance of 59.19 feet (chord bears South 70 degrees 39 minutes 01 seconds East 50.05 feet), thence run North 52 degrees 49 minutes 32 seconds East 193.69 feet to a found concrete monument, thence run North 37 degrees 08 minutes 29 seconds West 87.84 feet to a found concrete monument, thence run North 31 degrees 28 minutes 28 seconds East 119.47 feet, thence run North 51 degrees 31 minutes 56 seconds East 46.64 feet, thence run North 57 degrees 23 minutes 44 seconds East 24.73 feet to a found concrete monument, thence run North 00 degrees 11 minutes 18 seconds West 261.94 feet to the POINT OF BEGINNING. The above described parcel containing 12.23 acres more or less.