

RESTRICTIVE COVENANTS  
CYPRESS COVE SUBDIVISION

STATE OF FLORIDA

COUNTY OF PUTNAM

KNOW ALL MEN BY THESE PRESENTS: That the following restrictions, reservations, and covenants shall be considered as attached to the land more particularly described as follows:

TRACTS 501 - 535, inclusive, of DUNNS CREEK RETREAT, an unrecorded subdivision located in the Acosta, Clarke, and Atkinson Grant, Section 38, Township 11 South, Range 27 East.

ALSO DESCRIBED AS:

All the Lots located in CYPRESS COVE SUBDIVISION, an unrecorded subdivision comprising the above recited tracts, all according to the Public Records of Putnam County, Florida.

to-wit:

1. All lots on the premises may be used for the following purposes: Mobile homes, minimum of 12' x 60' not over 5 years old and to be underskirted; Cabins or Homes not less than 960 square feet of living space; Out Buildings either prefab or built to Putnam County Code.
2. No more than one (1) living unit shall be placed on any lot.
3. All septic tanks, wells, culverts, electrical installations to be according to Putnam County Code.
4. Conveyance of each lot or parcel fronting on a canal shall convey all rights, title and interest of the Seller to the center of the canal on which it fronts, restricting, however, the Purchaser from building any dock or boathouse extending further than 4 feet from the bank or any structure or fence that would deny adjoining owners ingress and egress by canal waterway.
5. No commercial crabbing, fishing or boat livery, or retail business of any kind shall be allowed on the premises.
6. Rubbish and garbage must be kept in sanitary containers and the dumping of refuse into canals is forbidden.
7. No husbandry of animals or fowl shall be conducted or maintained on the premises, but this provision does not apply to household pets.

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Restrictive Covenants

8. The Seller has reserved five (5) feet on either side of lot lines and ten (10) feet on street frontage for the purpose of utility easements.

9. The Purchaser, at his own expense, shall install Culvert Pipe of no less than twelve (12) inches in diameter where driveways are installed from access roads.

10. Reserving unto the makers hereof, their successors and assigns, right of passage and repassage over and across that area shown as canal according to plat of Dunns Creek Retreat, which canal is shown on said plat the hereto attached and made a part of these Restrictive Covenants.

EXECUTED by the parties hereto this 14 day of October, 1983.

WITNESSES:

SELLER: CYPRESS COVE, INC.

Gregg Tamm  
Grayville

Irene R. Gorton Pres.  
William Harper Sec.  
Attest:



STATE OF FLORIDA  
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared IRENE R. GORTON AND WILLIAM HARPER known to me to be the President and Assistant Secretary of the Corporation, in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of October, A.D. 1983.

William Harper  
Notary

My commissions expires: \_\_\_\_\_



Revised by  
Clayton, G. H. P. L. L.  
Quinn, G. L. L.  
J. L. L. L. L. L. L.  
DKO 454 PGO 351

FIRST AMENDMENT TO RESTRICTIVE COVENANTS      OFFICIAL RECORDS  
OF  
CYPRESS COVE SUBDIVISION

This First Amendment to the Restrictive Covenants of CYPRESS COVE SUBDIVISION is made on this 26 day of July, 1984 by CYPRESS COVE, INC., a Florida Corporation, for the purpose of imposing upon the land currently owned by CYPRESS COVE, INC. in CYPRESS COVE SUBDIVISION the requirement of membership in the CYPRESS COVE OWNERS ASSOCIATION, INC..

A requirement of membership in CYPRESS COVE OWNERS ASSOCIATION, INC. shall be hereafter imposed upon the unsold land owned by CYPRESS COVE, INC. in said subdivision. Said lots to which the covenants shall attach are as follows:

The following lots which are located in Tracts 518 through 535, inclusive of CYPRESS COVE SUBDIVISION, an unrecorded subdivision of Acosta, Clarke and Atkinson Grant, Section 38, Township 11 South, Range 27 East, being more particularly described as follows:

<u>TRACTS</u>	<u>LOTS</u>
502	158, 159, 160, 161, 174 and 175
503	167 thru 173
504	5 thru 9
505	34-38, and 152 and 153
506	39, 43, 150, and 151, 32, 41 and 42, 40
507	49-51, 147
508	54, 145, 146, 144
509	97, 98, 140 and 141 and 142
510	101, 102, 138 and 139
511	136 and 137
512	133, 134 and 135
518	30, 30A and 99
521	44, 45 and 46

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522	OFFICIAL RECORDS, 11A, 31 and 33, 32
524	165 and 166
525	154 and 157, 155 and 156
531	67, 68, 69, 70, 71, 72 176 (originally shown as Lot 158) and 90
532	74, 76, 77 and 78
535	91 and 92

All of the above referenced lots shall be held, transferred, sold, conveyed and occupied subject to the requirements of membership in the CYPRESS COVE OWNERS ASSOCIATION, INC. as set forth in this First Amendment to the Restrictive Covenants.

#### OWNERSHIP ASSOCIATION

Section 1. Creation: CYPRESS COVE, INC. has caused to be incorporated pursuant to Florida Statutes, a corporation not for profit known as CYPRESS COVE OWNERS ASSOCIATION, INC. A copy of said Articles of Incorporation is annexed hereto as Exhibit "A" and made a part hereof by reference.

Section 2. Promulgation of Rules: CYPRESS COVE OWNERS ASSOCIATION, INC. shall have the right from time to time to adopt and promulgate rules and regulations pertaining to the use of the road areas and canals which shall be maintained by the Association and over which lot owners in CYPRESS COVE SUBDIVISION have means of ingress and egress. Such rules and regulations of the Association when so adopted shall be incorporated in and form a part of this Declaration to the same extent as if originally they were contained herein.

#### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. CYPRESS COVE, INC., and each owner of any lot, by acceptance of a Deed therefor, whether or not it shall

## OFFICIAL RECORDS

be so expressed in any such Deed or other conveyance, including any purchaser at a judicial sale, shall thereafter be deemed a member of CYPRESS COVE OWNERS ASSOCIATION, INC., subject to its rules and regulations, and shall by his acceptance of his deed, covenant and agree to pay to CYPRESS COVE OWNERS ASSOCIATION, INC.

a. Any annual assessments or charges levied by the association;

b. Any special assessments for capital improvements or major repair of roadways or canals or easements located within the subdivision levied by the association;

c. Any general maintenance assessments levied by the association (as set forth hereafter) such assessments to be fixed, established and collected from time to time as hereinafter provided or as set forth in any Bylaws to CYPRESS COVE OWNERS ASSOCIATION, INC. hereafter established. All such assessments, together with interest thereon from due date at the highest legal rate of interest and cost of collection thereof, including attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the easements, roadways or canals.

Section 2. Purpose of Assessments: The assessments levied by the CYPRESS COVE OWNERS ASSOCIATION, INC. shall be used exclusively for the purpose of the maintenance, safety, health and welfare of the residents of CYPRESS COVE SUBDIVISION and in particular for the improvement and maintenance of the roadways, easements, and canals, including but not limited to, the cost of labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Annual Assessments: The annual assessment, including funds for special improvement projects, and for capital improvements, shall be determined on a yearly basis by the Board

## OFFICIAL RECORDS

of Directors of the CYPRESS COVE OWNERS ASSOCIATION, INC.. The assessments shall be payable annually, in accordance with the projected financial needs of the Association.

Section 4. Date of Commencement of Annual Assessments-Due Dates: The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the CYPRESS COVE OWNERS ASSOCIATION, INC. to be the date due.

The annual assessments may be payable in periodic installments if so determined by said Board, or in any other such manner as the Board of Directors of Cypress Cove Owners Association, Inc. shall determine. The due date of any special assessment shall be fixed in the resolution authorizing said assessment.

Section 5. Effect of Non-Payment of Assessment-Lien, Remedies of Association: If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, therefore become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and there shall be added to the amount of such assessment the cost of preparing and filing the Complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

## OFFICIAL RECORDS

Section 5. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from Buyer to Seller of a lot) now or hereafter placed upon the lot subject to assessment; provided, however that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any lot from liability for any assessment thereafter becoming due, nor from the lien or any such subsequent assessment.

GENERAL PROVISIONS

Section 1. Duration: (a) The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the makers of this Declaration, their respective legal representatives, heirs, successors and assigns; provided, however, the same may be changed by the Association or any other property owners' association or similar entity which assumes the functions, duties, responsibilities and powers of CYPRESS COVE OWNERS ASSOCIATION; (b) Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 2. Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or owner on the records of the association at the time of such mailing.

Section 3. Enforcement: In event of violation or attempted violation of any of these restrictions and maintenance covenants, the association, acting through its Board of Directors and the

OFFICIAL RECORDS

owner or owners of any lot, acting either individually or collectively, shall have the right through actions at law to enjoin such actual or threatened violation and to seek and recover damages therefor including reasonable attorney's fees and court costs.

Section 4. Severability: Failure to enforce any violation of these restrictions and maintenance covenants in one or more instances shall not in any manner be construed as a waiver of such provision as to any other violation. In the event any portion of these restrictions and maintenance covenants shall be declared by competent legal proceeding to be invalid, the invalidation of such provision shall not in any manner constitute an invalidation of any other provision.

Section 5. Amendment: These restrictions and maintenance covenants may be amended by the developer, CYPRESS COVE, INC., as long as it owns any property subject to said restrictions and maintenance covenants and thereafter these restrictions and maintenance covenants may be amended by the CYPRESS COVE OWNERS ASSOCIATION, INC. in the same manner as is provided for Amendment of Articles of Incorporation of the Association in Article X of said Articles of Incorporation which are attached hereto as Exhibit "A".

Section 6. Effective Date: This Declaration shall be effective upon recording of this Declaration in the Public Records of Putnam County, Florida.

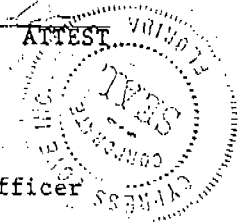
IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year above first written.

WITNESSES:

CYPRESS COVE, INC.  
SELLER

Wladys Martin  
Cheryl Bishop

Irene R. Gordon  
IRENE R. GORDON, President  
John B. [Signature]  
Secretary



STATE OF FLORIDA  
COUNTY OF PUTNAM

BEFORE ME the undersigned authority on this day an officer



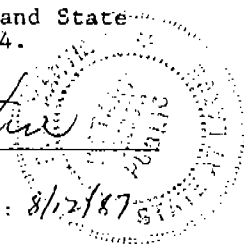
OFFICIAL RECORDS

duly authorized in the State and County aforesaid to take acknowledgements, personally appeared IRENE R. GORDON and John B Gordon known to me to be the President and Secretary of CYPRESS COVE, INC. who severally acknowledged executing said documents in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed hereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of July, 1984.

*J. P. Martin*  
NOTARY PUBLIC

My Commission Expires: 8/2/87



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FILED AND RECORDED IN PUBLIC RECORDS OF TALLAHASSEE COUNTY, FLA.

1984 AUG 10 PM 12:07

*E. J. ...*



02457-724

33.00 rec'd

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OFFICIAL RECORDS

This Instrument Prepared By  
Charles M. Gadd, Jr.  
Post Office Box 15  
Gainesville, Florida 32602  
904-376-4094

GRANT OF AND RESERVATION OF EASEMENTS FOR ROADWAYS  
AND CANALS IN CYPRESS COVE SUBDIVISION

WHEREAS CYPRESS COVE, INC., a Florida Corporation now owns certain lands which have been subdivided into a subdivision known as CYPRESS COVE SUBDIVISION which is an unrecorded subdivision located in the Acosta, Clarke and Atkinson Grant in Section 30, Township 11 South, Range 27 East, Putnam County, Florida, and

WHEREAS prior to the date of this instrument CYPRESS COVE, INC. has conveyed out certain lots within the above said unrecorded subdivision, and

WHEREAS subsequent to the date of this instrument CYPRESS COVE, INC. will convey various lots to certain individuals, those lots being in the above referenced subdivision, and

WHEREAS the above referenced subdivision contains therein certain canals and roadways which are not dedicated to a governmental authority and are not maintained by a governmental authority, and

WHEREAS CYPRESS COVE, INC. by the execution of this instrument wishes to convey rights of ingress and egress and utilities over and across the said roads and canals to all parties previously having received title to their lands from CYPRESS COVE, INC. and to all parties who will subsequently receive title to their lands from CYPRESS COVE, INC. and to the said parties successors and assigns forever.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. CYPRESS COVE, INC., a Florida Corporation as Grantor, hereby agrees in consideration of the sum of \$10.00 and other good and valuable consideration, already received by the Grantor to grant to all persons claiming by, through or under the Grantor their predecessors in title, or their heirs, assigns or legal representatives by virtue of any deeds of conveyances

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describing land located in CYPRESS COVE SUBDIVISION as above referenced, an easement or right-of-way over those lands described in attached Exhibit "A" which is made a part hereof by reference and also an easement or right-of-way over the canals as they now exist in CYPRESS COVE SUBDIVISION, including those lands known as the "Boat Basin" which is more particularly described as Exhibit "B", this grant of easement which is a perpetual non-exclusive easement also is given to CYPRESS COVE OWNERS ASSOCIATION, INC., a non-profit corporation.

2. The Grantor, CYPRESS COVE, INC., hereby reserves unto itself, its successors and assigns a perpetual non-exclusive easement over and across the above described lands.

3. Grantor gives to the above said persons in CYPRESS COVE OWNERS ASSOCIATION, INC., full and free right and liberty for them and their tenants, servants, visitors, and licensees, in common with all persons having the like right, at all times hereafter, for all purposes connected with the use and enjoyment of the lands conveyed previously by the Grantor and to be subsequently conveyed by the Grantor in CYPRESS COVE SUBDIVISION, and all those likely situated for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the provided roadway or roadways and canals as are described herein.

4. It is understood by all parties that the roadway easements shall be used for ingress and egress and public utilities and may not be obstructed or damaged by any party so as to prohibit their utilization by any party having the right of passage.

5. It is further understood by all parties that CYPRESS COVE OWNERS ASSOCIATION, INC. according to previously recorded restrictions and easements shall have the right of assessment

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against certain lands within CYPRESS COVE SUBDIVISION for the purpose of raising funds to maintain said roadways and canals.

6. It is further understood and agreed by all parties that their utilization of the roadways and canals shall be subject to the previously recorded restrictions and covenants of the above said subdivision.

7. It is further understood that Grantor in no way will be bound to improve, maintain, or construct a roadway or canal or to keep it in repair; nor does Grantor, its successors or assigns, assume any liability or responsibility to any person using the roadways or canals by invitation, either express or implied, or by any reason of any business conducted on said roadways or canals.

8. The canals as hereinabove referred to are generally outlined on attached Exhibit "C" which is a plat drawn from information by Priest Land Surveying dated June 18, 1984.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officer on this 18 day of October, 1984.

John Campen  
Richard W. Judy

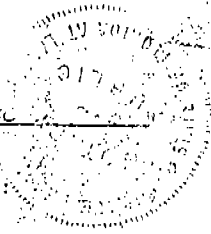
CYPRESS COVE, INC.

BY: Irene R. Gordon  
IRENE R. GORDON  
President

STATE OF FLORIDA  
COUNTY OF ALACHUA

SWORN TO and Subscribed before me this 18<sup>th</sup> day of October, 1984 personally appeared IRENE R. GORDON, President of CYPRESS COVE, INC.

Elaine Bessinger  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



BOOK 457 PAGE 27

AND

EXHIBIT A

Roads in unrecorded plat of Cypress Cove Subdivision being a part of the Acosta, Clarke and Atkinson Grant, Section 38, Township 11 South, Range 27 East, more particularly described as follows:

The Easterly 50 feet of the Southerly 320 feet of TRACT NO. 502 and the Easterly 50 feet of TRACT NO. 525 as recorded in Official Records Book 331, Page 752 and Page 757 of the public records of Putnam County, Florida.

The Westerly 50 feet of TRACT NO. 504 as recorded in Official Records Book 331, Page 752, ALSO beginning at the Southwest corner of Official Records Book 331, Page 752, Tract No. 504; thence S-36-17-25-W, 300 feet; thence S-53-42-35-E, 9.96 feet; thence S-36-53-35-E, 41.83 feet; thence N-36-17-25-E, 312.10 feet; thence N-53-42-35-W, 50 feet to the point of beginning and to close, above described lands being the West 50 feet of Tract No. 523.

The East 50 feet of TRACT NO. 522 as recorded in Official Records Book 331, Page 756, ALSO begin at the Northeast corner of Tract No. 522; thence N-36-17-25-E, 368.00 feet; thence N-68-27-05-W, 51.7 feet; thence S-36-17-25-W, 354.86 feet; thence S-53-42-35-E, 50 feet to the point of beginning and to close, using a part of the East 50 feet of Tract No. 505.

Part of the East 50 feet of TRACT NO. 507 and TRACT NO. 520 and being more particularly described as follows: Begin at the Southeast corner of Tract No. 507 as recorded in Official Records Book 331, Page 753; thence N-36-17-25-E, 415.57 feet; thence N-28-24-05-W, 55.31 feet; thence S-36-17-25-W, 1069.77 feet; thence S-24-13-35-E, 57.44 feet; thence N-36-17-25-E, 658.82 feet to the point of beginning and to close.

Part of the West 50 feet of TRACT NO. 510 and TRACT NO. 517 and being more particularly described as follows: Begin at the Southwest corner of Tract No. 510 as recorded in Official Records Book 331, Page 754; thence N-36-17-25-E, 226.42 feet; thence S-28-24-05-E, 55.31 feet; thence S-36-17-25-W, 869.53 feet; thence N-55-40-35-W, 50.03 feet; thence N-36-17-25-E, 668.47 feet to the point of beginning and to close.

The West 50 feet of TRACT NO. 512 as recorded in Official Records Book 331, Page 755, ALSO begin at the Southwest corner of said Tract No. 512; thence S-36-17-25-W, 560.14 feet; thence S-85-15-35-E, 58.67 feet; thence N-36-17-25-E, 529.44 feet; thence N-53-42-35-W, 50 feet to the point of beginning and to close, being the West 50 feet of Tract No. 515.

Part of TRACT NO. 512 and the West 66 feet of Tract No. 514 and being more particularly described as follows: Commence at the Southwest corner of TRACT NO. 512 as recorded in Official Records Book 331, Page 755; thence S-53-42-35-E, 200 feet to the POINT OF BEGINNING; thence N-36-17-25-E, 132.69 feet; thence S-28-24-05-E, 73.01 feet; thence S-36-17-25-W, 498.29 feet; thence N-85-15-35-W, 77.45 feet; thence N-36-17-25-E, 437.34 feet to the point of beginning and to close.

Part of TRACT NO. 534 and 535 and being more particularly described as follows: begin at the Northwest corner of Official Records Book 376, Page 1919; thence S-55-40-35-E, 12.51 feet; thence S-36-17-25-W, 505.26 feet; thence N-53-42-35-W, 12.5 feet; thence N-36-17-25-E, 24.83 feet; thence N-53-42-35-W, 12.5 feet; thence N-36-17-25-E, 479.57 feet; thence S-55-40-35-E, 12.51 feet to the point of beginning and to close.

All of the above references are to the public records of Putnam County, Florida.

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OFFICIAL RECORDS

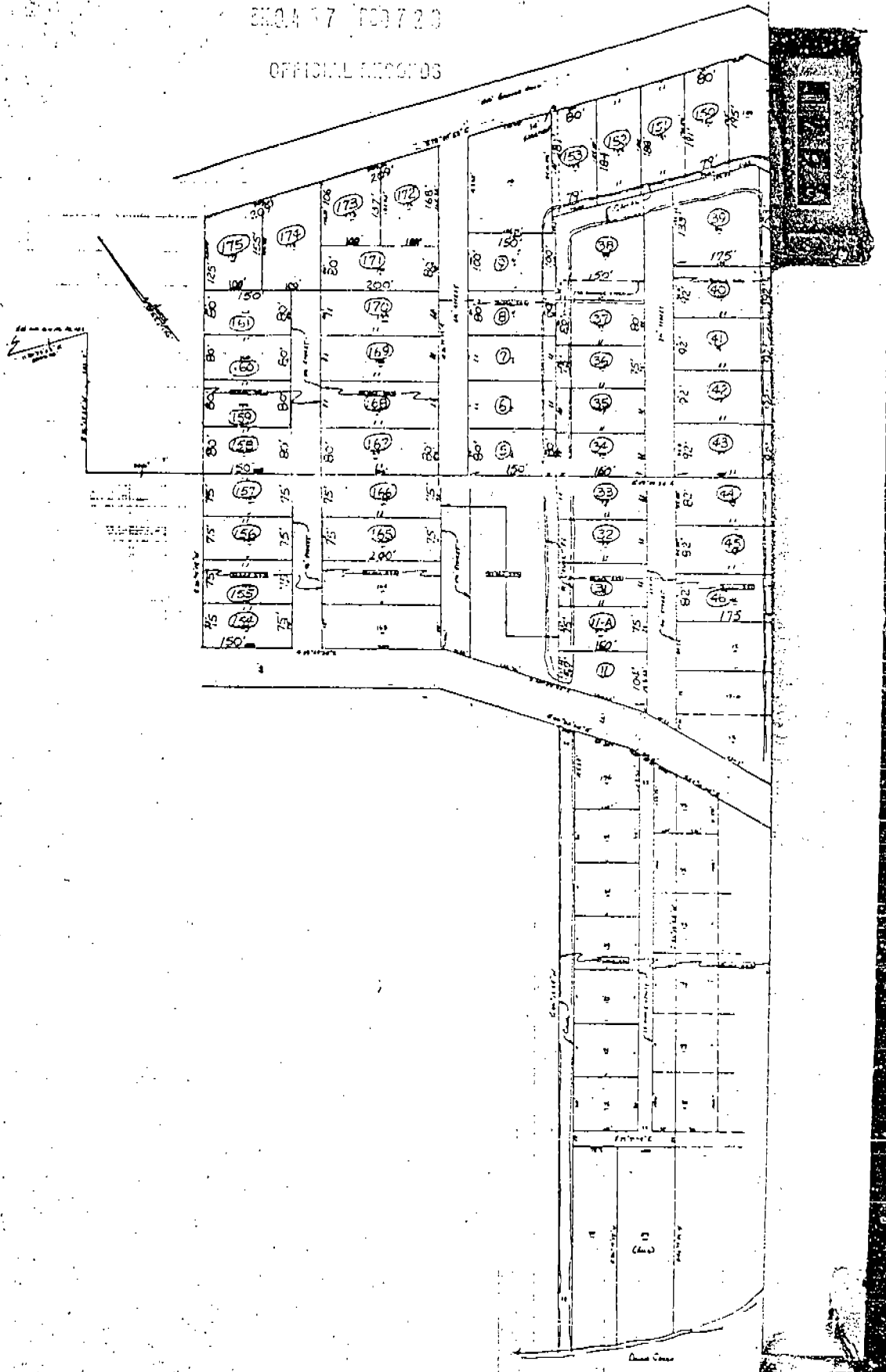
*Exhibit B*

LEGAL DESCRIPTION ON LOT AND PART OF BOAT BASIN, BEING THE SOUTHERLY PART OF TRACT 519 OF CYPRESS COVE SUBDIVISION.

A part of unrecorded plat of Cypress Cove Subdivision and being more particularly described as being a parcel of land in the Acosta, Clarke and Atkinson Grant, Section 38, Township 11 South, Range 27 East: From the Northwest corner of those lands described in Official Records Book 276, page 464 of the public records of Putnam County, Florida as a point of reference: thence S-55-42-35-E, 200 feet; thence N-36-17-25-W, 500 feet to the POINT OF BEGINNING; thence continue S-36-17-25-W, 158.82 feet to the northerly line of a 66 foot public road; thence S-24-13-35-W along said northerly line of public road 44.8 feet; thence S-55-40-35-W, 161.10 feet along said northerly line of public road; thence N-36-17-25-E, 125.54 feet; thence N-55-42-35-W, 200 feet to the point of beginning and to close. RESERVING HEREBY THAT part along the East line of the above described lands for the existing canal and boat basin.

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FILED AND RECORDED IN PUBLIC

Exhibit C



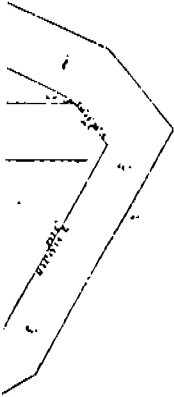


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CYPRESS COVE SUBDIVISION

OFFICIAL RECORDS

AN UNRECORDED SUBDIVISION IN THE ACRES QUARTER AND ADELMAN GRANT  
SECTION 30, TOWNSHIP 11 SOUTH, RANGE 17 EAST ALTHAM COUNTY, FLORIDA.



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RECORDS OF ALTHAM COUNTY, FLA

1981 OCT 20 PM 2:03

*Handwritten signature or initials*

029554



THIS MAP WAS GRANTED FROM INFORMATION SUPPLIED BY CLIENT AND FROM OLD  
MAP DATED DECEMBER 1971. THIS IS NOT A SURVEY. (CIVIL 19, 1984)  
RECORDED BY  
REYNOLD T. PRIEST  
800 S. WEA ROAD  
DUNEDIN, FLORIDA 32826

THIS MAP MEETS MINIMUM TECHNICAL STANDARDS SET BY THE  
FLORIDA BOARD OF LAND SURVEYORS.

*Reynold T. Priest*  
REYNOLD T. PRIEST, P.L.S. # 2016

"VALID ONLY WITH REGISTERED SEAL"