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Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee \$35.50 Deputy
Clerk J MILLER

**REVIVED AMENDED AND RESTATED DEED OF RESTRICTIONS FOR CYPRESS
VILLAGE NO. 3, A SUBDIVISION IN LEE COUNTY, FLORIDA**

KNOW ALL MEN BY THESE PRESENTS that on June 5, 1978, the original Deed of Restrictions for Cypress Village No. 3 was recorded in at Instrument No. 1102528 in Official Records Book 1277, at Pages 1981 *et. seq.* of the Public Records of Lee County Florida. The Deed of Restrictions are hereby revived, amended and restated in its entirety.

WAT The land subject to this Amended Deed of Restrictions consists of all of the lots in the certain subdivision known as CYPRESS VILLAGE No. 3, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida in Plat Book 30, Pages 139 to 140, inclusive. The parcels subject to the governing documents ~~are attached hereto as Exhibit "A"~~ and incorporated herein by reference. The covenants, conditions and restrictions contained impose the following restrictions upon all the lots in the above described subdivision which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of all present and future owners.

1. All lots shall be residential lots and no structure shall be erected, altered, placed or permitted to remain on any parcel other than one detached, single-family dwelling not to exceed two stories in height with an enclosed garage. Said garage shall be attached to and made a part of the main structure.
2. No dwelling shall be erected on a land area of less than 7500 square feet. No more than one single-family residence shall be constructed on any one platted lot.
3. No dwelling shall have a ground floor area of less than 1200 square feet exclusive of screen area, open porches, terraces, patios, private garages and servants' quarters or servants' rooms. All houses shall have at least two inside bathrooms.
4. No part of any structure shall be constructed nearer than 25' from the front lot line, 7 1/2' from the side lot line of any interior lot, 20' from the rear lot line or 15' from any lot line along any side street.
5. Easements for the installation and maintenance of utilities and drainage facilities are shown on the plat and are expressly reserved for these purposes.
6. No trailer, shack, garage, barn or other building shall, at any time, be erected and used as a residence or other occupancy temporarily or permanently on any lot nor shall any residence or other occupancy of a temporary character be permitted. Storage sheds will be permitted on the property. If a storage shed is erected, the shed or structure must be placed directly against the residence and must be painted to match the existing residence. Lot owners must apply for and obtain all required building permits before erecting any such storage shed.
7. Prior to start of construction, all builders will submit two copies of complete building plans, including plot plan, to the Association, for the purpose of ensuring that the homes

shall preserve a uniformly high standard of construction. No structure shall be erected on any building lot in this subdivision until such plans are approved by the Association. Refusal of approval of plans may be based on any ground including purely aesthetic grounds which in the sole and uncontrolled discretion of the Association shall be deemed sufficient.

8. No rooms may be erected on any lot except where said quarters or rooms are attached to the main structure or to the attached garage.

9. All lawns must be sodded; trees and shrubs shall be placed, cared for and maintained in a manner commensurate with the area development and in accordance with the standards of good landscaping. All lots shall be cared for and maintained in a manner commensurate with the area and in accordance with good maintenance practices.

10. All homes shall have concrete sidewalks 3' in width at property line along streets. All driveways shall be of concrete.

11. All wiring and utilities shall be underground and no television or other antenna visible from the street, with the exception of satellite dishes, shall be permitted unless specific approval is secured from the Association in writing prior to erection. Satellite dishes are expressly permitted.

12. No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose no fence, wall, sign, hedge or shrub planting shall be maintained at a height exceeding 6 feet. No fence or wall shall be constructed within the front building setback lines of any lot.

13. No sign of any kind shall be displayed on any lot except for one sign not more than five square feet in size advertising a lot or home for sale or are customarily used by a builder and Association to advertise the property during the construction and sales period. Notwithstanding the foregoing, the Association will allow signs for the best landscaped home of the month, the best holiday home, and signs advertising for the community garage sale so long as the size of the sign does not exceed three square feet.

14. No clothes lines of any kind shall be allowed unless set in removable stanchions, which said clothes line and supporting structure shall be removed when not in use. No clothes line shall be placed as to be visible from the street.

15. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste shall be kept in sanitary containers, properly concealed from the public streets or adjoining lots. No trash or refuse shall be allowed to accumulate so as to be a detriment to the development or create a fire hazard. If such conditions exist, and after proper notice if such condition shall not be corrected, the Association shall have the right to enter upon the premises and to make such correction at the expense of the owner, and shall be entitled to file a Mechanic's Lien thereon. No incineration or burning of trash and/or garbage shall be permitted.

16. If a storage shed is erected, the shed or structure shall be placed in the rear of the property that meets Lee County building and zoning approval, be permitted and painted to match existing residence. It is to be hidden with a fence or landscaping so that it is not visible from the street or adjoining lot.

17. 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 that they are not kept or maintained for any commercial purpose and not more than 2 of such animals are kept on any one lot.

18. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

19. No abandoned or inoperative vehicles shall be left on any property.

20. Parking on the grass is not permitted where visible from the street. A RV type vehicle or boat may be parked on the driveway for a period of 48 hours to load or unload personal effects and wash same.

21. With the exception of family type non-commercial automobiles and non-commercial pick-up trucks, no vehicles of any kind shall be parked or stored, if visible from any public street or adjoining lot. This restriction includes, but not limited to trailers, boats, jet skis, ATC type vehicles, racing cars, travel trailers, motor homes, semi-rigs and commercial equipment. It does not prohibit the parking of commercial vehicles during the performance of construction, repair or regular performance of service functions of the tradesman, or owners operating same, but parking must be limited to the actual time during which such service are being performed.

22. All dwellings must be of masonry or frame construction or a combination thereof, and roofs shall be tile, concrete tile, asphalt, asbestos, slate, metal or concrete slab. No flat deck or built up roof shall exceed 25% of the total roof area, unless an exception thereof is approved by the Association in writing prior to the beginning of construction.

23. The Association shall have the right and authority to approve exceptions or variations from these restrictions without the notice or liability to owners of other lots, or any persons or authority whatsoever; and reserves the right to file a deed of variance of restrictions amending or modifying this Deed of Restrictions in the event the Association deems such variance, amendment or modification to be in the best interests of the several property owners.

24. Every person, firm or corporation purchasing a lot in said subdivision shall, by the recording of the conveyance of said property to such person, firm or corporation, be deemed to have agreed to abide by the provisions herein contained, and to do and perform all affirmative acts required herein.

25. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of for a period of 20 years from the

date these covenants are recorded, after which time they shall be extended automatically for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the restrictions in whole or part.

26. To assure the continuance of care and maintenance necessary for the entrance parkway and landscaping; to exercise continued enforcement of these restrictions after such time as all of the lots have been sold and to represent the residents in all matter of concern to the community, the Association has organized, a non-profit association known as the Cypress Village – Coronado Moors Association, Inc. (the "Association"). The Association has all of the powers and privileges for the enforcement of the restrictions herein provided, including the right of any approval of plans for residential property and the right to exercise any or all of said powers.

27. Enforcement may be by proceedings at law or in equity against any persons violating any covenant or restriction, either to restrain violation or to recover damages, or both.

28. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions, which said provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by its duly authorized officers, and has executed the same on this 29th day of December, 2014.

WITNESSES:

(Sign) [Signature]
(Print) Keith McMenamy

Cypress Village-Coronado Moors Association, Inc.

By: [Signature]
President of the Association

(Sign) Mary T. Taylor
(Print) Mary T. Taylor

ATTEST:

[Signature] Secretary

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared Heather S. Taylor who is personally known to me (or who has produced their _____) and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of December, 2014.

[Signature]
NOTARY PUBLIC
My Commission Expires: _____

