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THIS INSTRUMENT PREPARED BY
 HARVEY J. ADEL
 OF THE LAW FIRM OF
 KOSMIN, ADEL, BRAND, GENTRY & RUSSELL, CHIC.
 800 S. WASHINGTON TOWER
 SARASOTA, FL. 34233

**COVENANTS AND RESTRICTIONS
 CEDAR PARK CIRCLE, A SUBDIVISION**

(Being Lots 7-21, Inclusive, Coconut Bayou Subdivision)

KNOW ALL MEN BY THESE PRESENTS THAT:

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WHEREAS, the undersigned are in aggregate the owners of the following described property situated in Sarasota County, Florida and hereinafter referred to as the "Subdivision" to-wit:

See Exhibit "A" annexed hereto.

AND WHEREAS, the undersigned are desirous of placing certain covenants and restrictions upon the use of said property and all lots and parcels contained therein for the mutual benefit and protection of the undersigned and all subsequent purchasers of lots and parcels contained in the subdivision, their heirs, successors, representatives and assigns,

AND WHEREAS, the undersigned have caused an Association of owners of the above described property known as CEDAR PARK OWNERS ASSOCIATION, INC., a Florida non-profit corporation to be formed (hereinafter referred as as the "Association") for the purpose of implementing and enforcing such covenants and restrictions,

Now therefore, for good and valuable consideration, and in consideration of the premises, the undersigned do hereby for themselves, their successors and assigns, declare and establish the following covenants and restrictions limiting the use and occupancy of all lots and parcels comprising the subdivision to-wit:

1. Covenants and Restrictions--Land and Parties Bound

These covenants and restrictions shall run with the lands comprising the subdivision as defined above and shall be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of the Association and the Owners of all lots or parcels contained in the subdivision. "Owner" when used herein shall include the singular and the plural, the masculine, feminine and neuter genders, whenever and wherever the context so admits and requires. "Lot" as used herein shall mean a platted lot contained in the subdivision. "Parcel"

as used herein shall mean any combination of one lot together with any portion or all of another lot, properly subdivided hereunder, used as a building site for one single family residence.

2. Single Family residential use only: No lot or parcel of lands within this subdivision shall be used for any purpose other than solely and exclusively for a single family residential dwelling.

3. Lot Grading: Floor level shall be set sufficiently above street grade to provide proper drainage of the respective lots and parcels and no filling or grading shall be done which will adversely affect the proper drainage of or cause excess drainage upon adjacent property. Protective slopes around all buildings shall be provided and maintained on every lot by the respective owners, side lot line swales shall be planned and maintained to prevent standing water.

All proposed plans or grading of lots or parcels shall first be submitted to and approved by the Association or Association's designated agent in writing in the manner provided for approval of building plans set forth below.

4. Type of Dwelling: All dwellings constructed, altered, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to-wit:

(a) Only one single-family dwelling shall be permitted on any lot or parcel.

(b) Such dwelling house shall have a ground floor area, exclusive of the area of any garage, porches, or storage areas, and patios, whether or not roofed, of no less than 1500 square feet. "Garage" as used in this paragraph shall include carports where the Association permits the same.

(c) No dwelling shall exceed three stories in height.

(d) All dwelling houses shall be constructed of new and durable materials and of external design harmonious with existing structures on comparable locations within the Sub-division.

(e) In no event shall a dwelling house be moved onto a lot or parcel, all dwelling houses permitted under these restrictions to be only those constructed upon said lot or parcel.

5. Temporary Structures: No temporary structures or outbuildings of any type shall be permitted or maintained upon any lot or parcel except temporary structures or outbuildings used in connection with the construction of dwelling houses and permitted by the Association.

6. Unightly Objects--Visible Storage: All refuse and trash containers, outside clothes lines, oil or bottled gas tanks, water softening equipment, and other similar items must be underground or hidden from view of all neighborhood lots or parcels by a wall, fence or hedge installed in compliance with the provisions relating to the same set forth above. The owners of all lots and parcels shall provide sanitary disposal for all garbage and rubbish. Such disposal shall be either underground or in screened concrete bins, fully enclosed and covered.

No trailers, boats, vans, campers, trucks, commercial vehicles or other vehicles or equipment except for the non-commercial usable private automobiles of the owner of a lot or parcel may be stored or maintained on such lot or parcel exposed to the view of the neighbors, in excess of seventy-two (72) hours, except that boats may be maintained alongside a permitted dock or wharf on those lots or parcels which are waterfront.

No unsightly weeds, underbrush or growth shall be permitted to grow or remain on any lot or parcel, nor shall any growth be

permitted which impairs free travel on the subdivision roads.

All lots and parcels shall be kept neat, clean and free of

debris except that lawn, garden and tree trimmings may be

deposited on Lot 31B. Failure to so maintain lots and parcels

shall be deemed to impair the value of neighboring lots and

parcels and be hazardous to health and welfare of the neigh-

borhood. In the event that the owner of any lot shall fail or

refuse, upon demand by the Association, to keep the premises

free of such weeds, underbrush or refuse, the Association may

enter upon said lot or parcel and remove such weeds, underbrush

or refuse and charge the owner the cost of such services. Such

entry shall be deemed to be permitted and not be deemed a trespass.

The charge for the cost of such removal shall become a lien upon

the property and bear interest at the legal rate until fully paid

and shall be subject to foreclosure in the event the same is not

paid upon demand.

No yard or garage sales shall be permitted on any lot or parcel.

7. Animals: No animals of any type shall be kept, bred or raised on any lot or parcel except that dogs and cats, as well as other common household domestic pets, which normally are kept indoors, and in no event shall pets be bred or maintained for commercial purposes, nor shall they be kept in such a number as to be a nuisance to neighbors.

8. Signs: No signs of any type shall be displayed to the public view on any lot or parcel except one sign of no more than four (4) square feet advertising such lot or parcel for sale or rent. Such for sale or rent signs so permitted shall not be deemed in any way to permit model home signs unless with the express permission of the Association.

9. No Trade or Business--Model Homes: No dwelling house shall be used to carry on any trade, business, occupation or profession.

10. Antenna: There shall not be permitted or maintained any type of radio, television or other communication system antenna if it emanates or creates radio or television reception interference with any neighboring dwelling houses.

11. Owners Association: The undersigned have heretofore caused to be formed an Association of owners of lots or parcels in the subdivision which said Association is a non-profit corporation under the laws of the State of Florida and is known as CEDAR PARK OWNERS ASSOCIATION, INC. Each owner of a lot or parcel in the Subdivision upon acquiring title to their lot or parcel shall become members of said Association and shall commence paying to said Association uniform assessments hereinafter mentioned, such membership shall automatically terminate upon the sale of such lot or parcel as evidenced by a recorded deed conveying the same to a new owner (who shall then become a member of the association provided however, new membership and/or change or transfer of ownership requires approval by two-thirds (2/3) of the Board of Directors which approval shall be given or withheld based upon the Board's determination of the ability of the proposed transferee to meet financial obligations of the Association and the social and moral desirability of the said proposed transferee. In the event of joint ownership of a Lot or Parcel each co-tenant shall be a member of the Association, but there shall only be permitted one vote per Lot, the co-tenants, therefore, having fractional voting rights. The said Association shall concern itself with the institution and promulgation of policies and procedures and shall institute such programs as will be desirable for the purpose of maintaining a desirable social and community life within the subdivision. The Association shall have no right to modify or impose restrictions upon the Subdivision, except as expressly set forth herein, and shall have no right to purchase or lease property except

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that needed for the maintenance of property now owned or hereafter conveyed to the Association unless such purchase or lease is approved by a majority of the lots (not parcels) of the Subdivision.

The costs of operating the Association and deferring the Association expenses as outlined herein as well as any other expenses relating to obligations hereafter undertaken by the Association shall be payable by the Association annually or more frequently if it so determines, assessing each and every lot or parcel its pro-rata share of the same. Such lot or parcel's pro-rata share shall be determined on a basis of platted lots (not parcels), each platted lot to bear its equal share. Parcels comprising more than one platted lot shall bear their share of such expenses proportionately. In no event, however, shall the per Lot annual membership assessments aggregate more than \$250.00, unless the Association by the affirmative vote of fifty-one (51%) per cent of the Lots represented in the Association has adopted uniform assessments for the year in question exceeding such sum. In the event that a lot or parcel does not pay its maintenance assessment when made by the Association, the same shall then and there become a lien upon said lot or parcel which lien shall be evidenced by a document in writing recorded in the Public Records of Sarasota County, Florida, and shall bear interest at the legal rate from the date of such lien until fully paid and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of all costs and expenses of the association including court costs and attorney's fees incurred in collecting the same.

12. Amendments: These restrictions and covenants may be amended by the owners of a majority of lots in the Subdivision. Such amendment shall become effective when duly

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executed and recorded in the Public Records of Sarasota County, Florida. No such amendment, however, shall invalidate any action properly taken under these covenants and restrictions.

13. Deeds and Contract to Include Reference: All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a lot or parcel in the Subdivision shall specifically contain a reference to the same being subject to these covenants and restrictions.



14. Remedies for Violation: In the event that the owner of any lot or parcel in the Subdivision shall violate or attempt to violate any of these covenants and restrictions, the Association in its discretion or any person or persons owning any substantial interest in a lot or parcel in the Subdivision may prosecute any proceedings for the recovery of damages against the person or persons so violating or attempting to violate any of these covenants or restrictions or may maintain a proceeding against the person or persons so violating or attempting to violate any of these covenants or restrictions for the purpose of remedying or preventing such a violation, provided however that the remedies contained in this Paragraph shall be construed as being cumulative of all other remedies now or hereafter provided by law. Although Developer may enforce these covenants and restrictions, it shall not be obligated to do so. Any person including the Association who shall bring successful legal proceedings to enforce these covenants and restrictions shall be entitled to the recover of the costs and reasonable expenses of such proceedings, including appellate proceedings, together with reasonable attorney's fees. For purposes of this paragraph the Association hereinabove mentioned shall be considered as a person having a substantial interest in a lot or parcel.

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15. Term of Restrictions: These covenants and restrictions shall remain in force and effect for a period of thirty (30) years from the date hereof and shall be automatically renewed for successive thirty (30) year periods unless the owners of the majority of lots in the Subdivision (not parcels) execute and record in the Public Records of Sarasota County, Florida an instrument specifically rejecting a subsequent renewal. *AK*

16. Invalidation: Invalidation of any one or more of these covenants and restrictions by judgment or court order or in any other manner shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

17. Counterparts, Separate Execution, Etc. These restrictions may be executed and recorded in Counterparts or by separate consents adopting the same or by conveyances of lots and parcels incorporating the same by reference and shall be valid and binding upon all lots and parcels whose owners have so adopted the same whether or not the owner of the lots and parcels constituting the subdivision have yet adopted or consented to the same.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures and seals the day and year indicated.

DATED this 26th day of May, 1987.

WITNESSES:

Louise K. Bristol James B. Holliday
As to James B. Holliday

DATED this 26th day of May, 1987.

WITNESSES:

Louise K. Bristol Norlen Holliday
Norlen Holliday

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DATE this _____ day of _____, 19__

WITNESSES: Ellis Bank & Trust Co. as
Trustee for the Estate of
Kay Brown

By: _____

DATED this 19th day of May, 1951

WITNESSES:

Lucian L. Vestal Jerry P. McFadden
As to Jerry P. McFadden
Jerry P. McFadden

DATED this 19th day of May, 1951

WITNESSES:

Lucian L. Vestal Sally McFadden
As to Sally McFadden
Sally McFadden

DATED this 19th day of May, 1951

WITNESSES:

Lucian L. Vestal Joseph R. Cleary
As to Joseph R. Cleary
Joseph R. Cleary

DATED this 19th day of May, 1951

WITNESSES:

Lucian L. Vestal Terry Cleary
As to Terry Cleary
Terry Cleary

DATED this 17th day of May, 1951

WITNESSES:

Lucian L. Vestal Lucius Beebe
As to Lucius Beebe
Lucius Beebe

DATED this 19th day of May, 1981

Lucian L. Vestal

Cornelia Wasay
Cornelia Wasay

Dorothy L. Vestal
As to Cornelia Wasay

DATED this 19th day of May, 1981

Joseph P. McJannet

Lucian L. Vestal
Lucian L. Vestal

Lucian L. Vestal
As to Joseph P. McJannet

DATED this 19th day of May, 1981

WITNESSES:

Joseph P. McJannet
Lucian L. Vestal
As to Dorothy Vestal

Dorothy Vestal
Dorothy Vestal

DATED this 19th day of May, 1981

WITNESSES:

Wm. Bessler
Lucian L. Vestal
As to Charles C. Hoge, Jr.

Charles C. Hoge, Jr.
Charles C. Hoge, Jr.

DATED this 19th day of May, 1981

WITNESSES:

Wm. Bessler
Lucian L. Vestal
As to Tania Hoge

Tania Hoge
Tania Hoge

DATED this 19th day of May, 1981

WITNESSES:

Lucian L. Vestal
Dorothy L. Vestal
As to Raffle Wallin

Raffle Wallin
Raffle Wallin

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
26th day of May, 1981 by James B. Holliday.

Lucian L. Hestel
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Judco Insurance Agency

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
26th day of May, 1981 by Norken Holliday.

Lucian L. Hestel
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Judco Insurance Agency

~~STATE OF FLORIDA
COUNTY OF SARASOTA~~

~~The foregoing instrument was acknowledged before me this
day of _____, 1981 by _____
of Ellis Bank & Trust Co. as Trustee for the
Estate of Kay Brown.~~

~~_____
Notary Public~~

~~My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Judco Insurance Agency~~

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
19th day of May, 1981 by Jerry P. McFadden

Lucian L. Hestel
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Judco Insurance Agency

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
19th day of May, 1981 by Sally McFadden.

Lucian L. Postal
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1991
Bonded thru Jedic Insurance Agency

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
19th day of May, 1981 by Joseph R. Cleary.

Lucian L. Postal
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1991
Bonded thru Jedic Insurance Agency

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
19th day of May, 1981 by Terry Cleary.

Lucian L. Postal
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1991
Bonded thru Jedic Insurance Agency

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
19th day of May, 1981 by Lucius Beebe.

Lucian L. Postal
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1991
Bonded thru Jedic Insurance Agency