

## DECLARATION OF COVENANTS AND RESTRICTIONS

OF

### CEDAR PARK

THIS Declaration is made on the 25<sup>th</sup> day of September 2014, by PIPELINE ROAD, INC., a Florida Corporation, hereinafter called the "Declarant".

#### WITNESSETH:

WHEREAS, the Declarant is the Owner of the real property located in Bay County, Florida, and improvements located thereon, commonly known as Cedar Park and more particularly described in Exhibit "A". The Declarant has created or will create upon the property, improvements consisting of residential lots together with common areas, streets and easements to be enjoyed by all of the Owners of the lots.

WHEREAS, the Declarant desires to provide for the preservation of the values of the property and for the pleasure of Ownership of the lots and, therefore, desires to subject the real property to the covenants, conditions, restrictions, easements, changes, and liens set forth in this Declaration, each and all of which shall appertain to and run with real property and shall benefit and bind all persons having any right, title, or interest in the property and their heirs, successors, and assigns.

NOW THEREFORE, the Declarant declares that all of the property described in Exhibit "A" shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, and liens set forth in this Declaration.

#### ARTICLE I

##### DEFINITIONS

1. "Property" shall mean the certain real property herein before described in Exhibit "A" and such additions thereto, as may hereafter be brought within the jurisdiction of the Association or subjected to this Declaration by the Declarant through the filing of a Supplemental Declaration.
2. "Residential Lots" shall mean and refer to a particular platted lot with the subdivision.
3. "Common Area" shall mean and refer to storm water management facility's located on the real property, two (2) park areas, wells and irrigation system for the common areas and the two (2) entrances located on real property described in

Exhibit "A" and as set forth in the recorded Plat of Cedar Park.

4. "Owner" shall mean and refer to the holder of record fee simple title to any lot.

5. "Association" shall mean and refer to Cedar Park Master Owner's Association, Inc., a corporation not for profit.

6. "Declarant" shall mean and refer to Pipe Line Road, Inc., its successors and assigns.

7. "Developer" shall mean and refer to Pipe Line Road, Inc., its successors and assigns.

## ARTICLE II

### GENERAL PROVISIONS

1. LOTS. All lots shall be known and described as single-family residential lots.

2. SINGLE FAMILY RESIDENCES.

A. No buildings shall be erected on any of said lots, except one (1) single-family residence building with a minimum of a two (2) car garage attached.

B. No residence shall be less than 1400 square feet exclusive of porches, garages and like areas. Residences, not to exceed two (2) stories in height, shall not be less than 1000 square feet on the ground floor exclusive of porches, garages and like areas.

C. All residences shall provide for an attached and enclosed two (2) car garage.

D. All residences shall be eighty percent (80%) brick veneer.

E. All vents and flashing shall be painted to match the roof color, or be approved by the Architectural Control Committee.

F. No construction of single family homes shall commence prior to written approval of plans from the Architectural Control Committee.

3. ANCILLARY BUILDINGS. No temporary buildings, yard buildings, sheds, mobile homes or RV's for housing purposes, temporary or otherwise, shall be erected on any of said lots. No mobile homes, pre-manufactured houses, or trailers shall be placed on or used on any of said lots as temporary or permanent residences.

4. PURPOSE. All lots in said subdivision shall be used for residential purposes only and no buildings situated on any of said lots shall at any time be used for business,

commercial, amusement, charitable or manufacturing purposes. No billboard or advertising signs shall be erected or displayed thereon except such signs as may be required for residential sale purposes.

5. SIDEWALKS. Sidewalks shall be constructed on each interior lot at the expense of the Owner of the lot and shall be placed in the right of way in accordance with Cedar Park subdivision plat designed by McNeil Engineering and shall be 5' wide with a rock salt finish. The Owner shall maintain the sidewalk. The sidewalk shall be completed prior to the certificate of occupancy

6. LANDSCAPING.

A. Each lot shall be required to have a minimum of two hardwood trees six feet in height, with at least one being located in the front yard. Existing magnolia and oak trees will be credited toward this requirement.

B. An automatic underground irrigation system is required for all sodded areas. All lots are to be fully sodded.

C. All landscaping plans must be approved by the Architectural Control Committee.

D. All landscaping shall be completed prior to issuance of the certificate of occupancy.

7. ANTENNAS. No exterior antenna, aerials, dish network, satellite dishes, or other apparatus shall be visible from the street. No more than one antenna will be allowed.

8. POOLS. Pools and hot tubs shall be at ground or deck level. No above ground pools shall be allowed.

9. AIR CONDITIONING UNITS. No window air conditioning units will be permitted.

10. SET-BACK LIMITS. Individual lot setback lines vary and residences are to be built according to those setbacks applicable to said lots as shown on plat of Cedar Park recorded in the Public Records of Bay County, Florida. Generally the setbacks are 20 feet on the front, 5 feet on the side and 10 feet on the rear of the lot.

11. FENCES. No fences or walls of any kinds shall be erected between the front of the house and the road. Fences or walls erected to the rear of any house shall be subject to the approval of the Architectural Control Committee and requests are to be submitted with a plot plan for approval. All fences will be of single plank design with the finished side exposed away from the interior of the yard. Any fencing which is placed within any area denoted as an easement on the Plat of Cedar Park shall be subject to removal by the Association or the Declarant if repairs within the easement are required. The Association and Declarant shall use all possible care in the removal of

fences, if required, however, neither the Association nor the Declarant shall be responsible for any repairs or the replacement of the removed fences. Any installation of fences as approved, may not impede any spreader swell or drainage easements as shown on the Plat of Cedar Park. Houses located on corner lots shall construct no fence closer to the street than the side street set back being 15 feet.

12. ANIMALS. No livestock shall be kept on any of the said lots, save the usual household pets. No pets shall be kept, bred or maintained for any commercial purpose.

13. EQUIPMENT. All clotheslines, garbage cans, storage tanks, mechanical equipment including electrical meters, gas meters and air-conditioning compressors, and other similar items on lots shall be located or screened so as to conceal said item from view of the street. Any tank or container for the storage of propane gas or oil shall be buried. Garbage containers may be placed in front of the houses only on days of garbage pickup.

14. VEHICLES. No vehicles shall be parked in front of any lot except in driveways. No boats, trailers or recreational vehicles shall be stored in the front of any lot or dwelling except in a garage. No boats, campers, trucks larger than ½ ton pickups, trailers, motor homes or recreational vehicles shall be parked, kept or stored on the front of any lot for more than seven (7) days out of any thirty (30) day period, except in a closed garage. Vehicles, boats and trailers may be kept in the rear of the house if enclosed by a 6 foot privacy fence approved by the Architectural Control Committee.

15. CARPORTS. Are not permitted.

16. NUISANCE. No offensive activity shall be conducted on any lot nor shall anything be done that would be an annoyance or nuisance to the neighbors.

17. MAILBOXES. Declarant shall construct a centralized mail system within Cedar Park, all Owners shall use the same and individual mailboxes are prohibited.

18. WATER. No individual water supply shall be permitted on any lot for the purpose of providing potable water for household consumption or for any other use (yard).

19. CONSTRUCTION.

A. No lot or portion thereof shall be used for the deposit, accumulation, or storage of building materials, appliances, equipment, motor vehicles or personal property, except for the use in construction of a residence building and related improvements on the lot, and in such case, shall not remain there more than thirty days before commencement nor more than thirty days after the completion.

B. All construction materials, vehicles, equipment and supplies must be contained entirely within the building lot.

C. All construction shall be complete within 365 days from the start of construction.

D. Should the Owner of a lot decide not to build immediately, it shall be his obligation to maintain his lot to have a reasonable appearance. Should the Owner fail to do so, the Association may do so, and the reasonable expenses thereof shall be paid by such Owner to the Association within thirty days thereafter.

E. All houses shall be 80% brick. Some vinyl/stone/stucco will be approved for eaves, patios, porches and front, side and rear of house.

F. Construction workers shall be allowed a twelve (12) hour period of time on the property between 7:00 o'clock a.m. and 7:00 o'clock p.m. prevailing time, Monday through Saturday. No construction work shall be permitted on Sunday.

The finished slab elevation shall be in accordance with the Bay County Building Code.

20. CONCURRENCE. Each lot Owner will be responsible for adhering to the comprehensive planning guidelines that govern such residential areas only with regard to their specific site. Individual Owners will maintain their respective responsibilities under those guidelines to ensure permanent preservation of the environment as well as value to the subdivision as specified above.

21. DEVELOPER'S RIGHTS. The developer may, if deemed necessary, take such action as is necessary for the expedient and harmonious development of Cedar Park.

22. BINDING. 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-five years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the Owners of the lots have been recorded agreeing to change said covenants in whole or part. Invalidating of any one of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenants either to restrain violation or to recover damages.

23. MAINTENANCE. Each lot Owner shall be responsible for maintaining the appearance of their lawn. Lawns shall appear neat, clean, and mowed.

24. MAINTENANCE BY ASSOCIATION. The Association shall be required to operate and maintain, at its own expense, the storm water management facility located on the property described in Exhibit "A" and all other common areas.

25. WETLANDS AND WETLAND BUFFER ZONES. All Owners of lots shall insure that they are familiar with the Plat of Cedar Park prior to the placing of any improvements on their lots in order to determine those areas designated as wetlands and wetland

buffer zones which are subject to development restrictions.

26. ASSESSMENTS. The Association is empowered to make assessments against the lots as may be necessary or desirable for capital improvements, repair and maintenance of the storm water management facility located on Exhibit "A".

27. ASSOCIATION FINES. The Association may levy reasonable fines for the violation of these covenants or rules and regulations adopted by the Association, not to exceed \$100.00 per violation, against any Member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate. A fine shall become a lien against a parcel at the discretion and direction of the Association board of directors. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court. A fine or suspension may not be imposed without notice of at least fourteen days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

Every Owner of a lot shall be a Member of Cedar Park Master Owner's Association, Inc., a corporation not for profit. Ownership of the common areas is to be held by the Association. The Association shall have the power and responsibility to enforce any provisions of this Declaration. Membership in the Association shall be appurtenant to the Ownership of a lot and may not be separated from Ownership of the lot.

The affairs of the Association shall be conducted within the provisions and requirements of Chapter 720 of the Florida Statutes as it currently exists or is hereafter amended.

The Association shall have two classes of Membership: Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be Members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Class B Members shall be the Declarant and shall be entitled to two votes for each lot owned for a period of 36 months after the date of this Declaration, at which time Class B Memberships shall terminate.

**ARTICLE IV**

**COMMON TAXES**

In the event that any taxing authority levies any tax or assessment against the common area, the Association shall be responsible for the payment of the same which shall be a common expense.

**ARTICLE V**

**ASSESSMENTS AND LIENS**

Each Owner, by acceptance of a deed for a lot, is deemed to covenant and to agree to pay, when due, the various costs, charges, and assessments made by the Association as provided in this Declaration. Unless otherwise expressly provided, such costs, charges, and assessments shall become due thirty days after demand for payment is made by the Association. If such costs, charges, and assessments are not paid when due, all such amounts, together with interest at the rate of ten percent per annum, shall be secured by a lien upon the lot of the defaulting Owner. Such liens shall attach upon the recording of a Claim of Lien in the Official Records of Bay County, Florida, setting forth the description of the lot, the name of the record Owner, the amount due, the due date, and the specific provision of this Declaration upon which such claim is based. Such lien shall also secure the payment of reasonable attorney's fees and court costs and may thereafter be foreclosed in the manner provided by law. Upon payment, the holder of the lien shall deliver a satisfaction of the lien.

The Declarant guarantees the Owners that the assessments shall not exceed \$250.00 per year for a period of two (2) years following the date of this Declaration.

**ARTICLE VI**

**ARCHITECTURAL CONTROL COMMITTEE**

The Association shall create an Architectural Control Committee which shall consist of no less than three nor more than five Members which need not be Owners. The terms for the Members shall be established by the Board of Directors from time to time. The committee shall be responsible for the decisions as required herein of that committee. Developer has the right to appoint all Members of the committee for a period of five years from the sale of the first lot in the subdivision.

**ARTICLE VII**

**AMENDMENTS**

This Declaration of Covenants and Restrictions of Cedar Park may be amended by the Owners in accordance with the provisions of Chapter 720 of the Florida Statutes as it currently exists or as amended, provided however, that no Amendment shall in any way affect the Developer's right to continue with the development of Cedar Park in accordance with its development plans.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed and its seal affixed this 25<sup>th</sup> day of September 2014.

Signed, Sealed and Delivered  
In the Presence of:

DECLARANT:  
PIPELINE ROAD, INC.

Misty Kent  
Witness

Misty Kent  
Printed Name

[Signature]  
Witness

Diane Stewart  
Printed Name

BY: [Signature]  
John W. Lewis, President

STATE OF FLORIDA

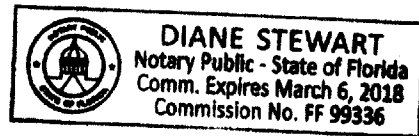
COUNTY OF BAY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared John W. Lewis, to me known to be the person who executed the foregoing instrument as President of Pipeline Road, Inc., a Florida Corporation and acknowledged before me that he executed the same as such officer, in the name of and on behalf of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25<sup>th</sup> day of September, 2014.

[Signature]

Notary Public  
My Commission Expires:



THIS INSTRUMENT PREPARED BY:  
Jack G. Williams, Esquire  
P.O. Box 2176  
Panama City, FL 32402



EXHIBIT "A"

All of the property, including the platted lots, located within the Plat of Cedar Park Phase I according to the Plat recorded in Plat Book 25 at Page 5 of the Public Records of Bay County, Florida.