

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PEGGY'S COVE**

CFN 2006083635  
BK 03174 Pgs 0264 - 269; (6995)  
DATE: 06/01/2006 09:36:35 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 52.50

**KNOW ALL PERSONS BY THESE PRESENTS**, the undersigned, **PEANUT POND PROPERTIES, LLC.**, whose mailing address is P.O. Box 350141, Grand Island, FL 32735 (hereinafter referred to as the "Developer"), being the owners of the tract called **PEGGY'S COVE** (hereinafter referred to as the "property") located in Lake County, Florida, and more particularly described as:

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 18, Township 18 South, Range 27 East;

ALSO:

Beginning at a stake in the center of the Skyline Drive and 13.75 feet West of the Northeast corner of the North Half (N ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 18, Township 18 South, Range 27 East, thence East 13.75 feet to the Northeast corner of the North Half (N ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 18, thence angle right 92 degrees 37', run Southerly along the subdivision line 664.65 feet to a stake, thence angle right 87 degrees 10', run Westerly along the subdivision line 494.3 feet to a stake in the centerline of the Skyline Drive, thence Northeasterly along the centerline of said Skyline Drive 863 feet, more or less to the point of beginning. Said lands lying in Section 18, Township 18 South, Range 27 East, Lake County, Florida.

LESS:

Right of way for Skyline Drive according to Official Records Book 1406, Page 817, Public Records of Lake County, Florida, and right of way for Saltsdale Road according to Official Records Book 731, Page 1717, Public Records of Lake County, Florida, and right of way for the intersection of Skyline Drive and Saltsdale Road according to the Official Records Book 1553, Page 849, Public Records of Lake County, Florida

makes the following Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") covering the above-described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and up all persons deriving title through the undersigned. This Declaration, during its lifetime, shall be for the benefit of and limitation upon all present and future Owners of lots within the Property.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting the Property, the Developers hereby declare that any and all of the Property shall be held, sold and conveyed only subject to the following covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, representatives and assigns, shall inure to the benefit of each Owner thereof.

**ARTICLE I.  
DEFINITIONS**

The following words and terms when used in this Declaration or any supplemental or amended declaration hereto (unless the context clearly indicates otherwise) shall have the following meanings:

*R: Deb Marchese Public Works*

- a. "Developer" shall mean Peanut Pond Properties, LLC, it's successors and assigns
- b. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Peggy's Cove as it may, from time to time, be amended.
- c. "Peggy's Cove" shall mean the real property platted as Peggy's Cove in the Public Records of Lake County, Florida.
- d. "Living Space" shall mean heated and cooled space under roof exclusive of attached or detached and cooled or heated garages, porches, decks, pools, breezeways, basements, attics and accessory structures.
- e. "Lot" shall mean a portion of real property separately depicted as a lot on the plat.
- f. "Owner" shall mean and refer to the Owner as show on the Deed recorded in the Public Records of Lake County, Florida, whether it be the Developer, one or more persons, firms, associations, corporations, or other legal entities of fee simple title to any portion, Lot or parcel of the property. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or other appropriate proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- g. "Plat" or "Plats" shall mean and refer to the recorded Plat of Peggy's Cove filed in the Public Records of Lake County, Florida.
- h. "Property" shall mean and include the real property described above, when added or deleted in accordance with the terms and conditions hereof, shall also include such real property subsequently subjected to or deleted from this Declaration.
- i. "Residential Unit" shall mean and refer to any improved property intended for use as a complete and separate single-family dwelling, including, but not limited to, any detached dwelling unit located within the property.
- j. "Subdivision" shall mean Peggy's Cove.

**ARTICLE II  
PROPERTY SUBJECT TO DECLARATION**

Section 1. The real property which shall be held, transferred, sold, conveyed, given, donated, leased or occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference. The Developer intends to develop the Property in accordance with the Plat of Peggy's Cove, but hereby reserves the right to revise and modify this Declaration. Any revisions or modifications to the Declaration will be consistent with the general plan of development so the Peggy's Cove community will

substantially retain the character and restrictions contemplated by the Developer and the Owners.

**ARTICLE III  
RESTRICTIONS, COVENANTS and CONDITIONS**

Section 1. Purpose of Lot. No lot unless specifically shown to the contrary on the Plat shall be used for anything other than residential purposes. Each dwelling unit shall have an attached or detached garage designed for storage of at least two (2) automobiles. Carports shall not be allowed. No mobile homes, manufactured homes, or modular homes shall be permitted on the Property. Conventional site built log homes are permitted. The production of agricultural commodities on the Property, with the exception of hay, alfalfa, and horses shall not be permitted. Roadside stands to sell agricultural commodities shall not be permitted. The establishment of vegetable gardens or orchards shall be permitted to produce food for consumption by the residents of the lot.

Nothing herein shall be deemed to prevent an Owner from leasing a Residential Unit.

Section 2. Minimum Square Footage. The principal dwelling unit shall contain a minimum of 2,500 square feet of living space and 2,700 square feet under roof.

Section 3. Occupancy Approval. No building or structure upon the Property shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants.

Section 4. Trucks. Only trucks up to one ton size shall be allowed to be parked within the subdivision. No semi trucks and/or tractor-trailers shall be allowed to remain on the property. This restriction does not apply to trucks entering the property for the purposes of construction or delivery on a temporary basis.

Section 5. Garbage Disposal. No Lot shall be used as a dumping ground for rubbish. No person shall be allowed to dump any refuse, grey water, chemicals, pesticides, or like substances on a Lot.

Section 6. Maintenance of Lots. All Residential Units, structures, buildings, walls, driveways, and fences placed or maintained on the Property or any portion thereof shall at all times be maintained in good condition and repair. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

Section 7. Open Outside Storage. No stripped, unsightly, offensive, wrecked, junked or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within (as distinguished from outside of) dwellings, or any other debris or unsightly material shall be parked, permitted, stored or located upon any lot. No open outside storage on any lot is permitted.

Section 8. Clotheslines. No Clothesline or other outdoor clothes-drying facilities shall be permitted, except removable clotheslines or drying areas which shall be erected only during daylight hours, and only in the rear yard of any lot.

Section 9. Excavations. No excavations for stone, gravel, and dirt or earth shall be made on any portion of the property, except for the construction of Residential Units, walls, foundations, structures and other appurtenances.

Section 10. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other item used for building purposes shall be stored on any lot, or on the Property, except for purposes of construction on such lot, and they shall not be stored for longer than the length of time reasonably necessary for the construction in which same is to be used; and shall be screened from view.

Section 11. Fences. All fencing along Skyline Drive and Saltsdale Road shall be constructed with wood material. For example, wood posts with three (3) boards per section. No wire fences or chain link fences will be allowed within 100' of the right of way of Skyline Drive and/or Saltsdale Road.

Section 12. Nuisance, Unlawful or Offensive Use. No immoral, improper, noxious, offensive or unlawful use shall be made to the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to a neighbor, or to any neighborhood in the vicinity thereof, or to its occupants. All applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the Owner.

Section 13. Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted; however the Owner may keep and maintain a small gas tank for gas barbecues, fireplaces, hot tubs, gas appliances, and farm equipment if screened from public view.

Section 14. Damage or Destruction of Residential Unit. Any residential unit damaged by fire or act of nature shall be repaired within twelve (12) months of such occurrence.

Section 15. Unit Air Conditioners. No air conditioning units may be mounted through windows or walls which are not part of a central system.

Section 16. Setback Requirements and Building Location. All dwelling units shall be setback at least as far as required by the minimum setback requirements specified by any of the following restrictions: (a) Any setbacks as shown on the Plat; or (b) the County Building and Zoning Code.

Section 17. Animals. The following shall be the limit on the maximum number of the following animals on the exterior of the home: Horses (2), Rabbits (20), Goats (0), Chickens (10), Sheep (0), Swine (0), Cows (0), Cats (6), Vicious Dogs (ie. pitt bull, doberman, rottweiler) (0), and Dogs (3).

Section 18: Exterior Animal Containment Areas. No kennels for more than three dogs.

Section 19. RV Parking. All RV storage shall be limited to the front and side yards and shall be screened from the view of any adjacent property.

Section 20. Boat docks. No dock shall be longer than thirty feet beyond the edge of water.

Section 21. Above Ground Pools. No above ground pools will be allowed.

Section 22. Subdividing of Lots. There shall be no further subdivision of the lots as shown on the Plat of Peggy's Cove without unanimous approval of all property owners within the Peggy's Cove Plat.

#### **ARTICLE IV GENERAL PROVISIONS**

Section 1. Developers or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, or reservations, now or hereinafter imposed by the provisions of this Declaration. Failure by Developers or any Owner to enforce this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In any action or proceeding to enforce this Declaration, the prevailing party shall be entitled to recover all costs of such action or proceeding, including but not limited to, reasonable collection costs and attorney's fees, whether incurred before filing such action, during preparation for or participation in trial or hearing, or any appeal.

Section 2. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. This Declaration may be amended by duly recording an instrument executed and acknowledged by two-thirds of the then-Owners and the Developer.

Section 4. No breach of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Property or any lot therein: provided, however, that this Declaration shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. This Declaration shall run with and bind the Property, and shall inure to the benefit of and enforceable by the Developers and any Owner for a period of ninety-nine (99) years from the date hereof. Thereafter, this Declaration shall be automatically extended for additional period of ten (10) years unless otherwise agreed to in writing by the then-Owners of at least three-quarters (3/4) of the Property lots.

Executed this 1<sup>ST</sup> day of FEB., 2006

WAYNE K. BOWRON  
Print Name

Wayne K. Bowron  
Signature

WITNESSES:

Condace L. Chindamo  
Print Name

Condace L. Chindamo  
Signature

Peter F. Brandt, Jr.  
Print Name

Peter F. Brandt, Jr.  
Signature

STATE OF FLORIDA  
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me personally appeared Wayne K. Bowron, Managing Member of Peanut Pond Properties, LLC, who is personally known to me or who produced Florida Driver's License \_\_\_\_\_ as identification, and to be the person(s) described in and who executed for foregoing instrument.

Witness my hand and official seal this 1<sup>ST</sup> day of FEBRUARY 2006.

Pamela J. Wiggins



Pamela J. Wiggins  
My Commission DD274854  
Expires December 14, 2007