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AMENDED DECLARATION
OF COVENANTS, CONDITIONS, CHARGES, RESTRICTIONS AND RESERVATIONS
AFFECTING PROPERTY LOCATED IN
SPRINGS WOODS MOBILE HOME SUBDIVISION

REC 1664 PC4187

KNOW ALL MEN BY THESE PRESENTS that:

Syndicate 97, a Florida Land Trust organized and existing per written agreement under applicable Florida Statutes, is the owner and developer of certain real property located in Lee County, Florida, more particularly described as follows:

UNIT ONE, SPRING WOODS MOBILE HOME SUBDIVISION:
FROM the Southeast corner of Section 25, Township 43 South, Range 24 East, Lee County, Florida; run S 89°17'50"W 650.12 feet along the South line of said Section to the P.O.B. THENCE continue S 89°17'50W 670.15 feet; Thence N 1°51'31"W 2508.03 feet; Thence N 88°08'29"E 660.00 feet; Thence S 1°51'31"E 435.00 feet; Thence S 88°08'29"W 98.00 feet; Thence S 1°51'31"E 1350.00 feet; Thence N 88°08'29"E 108.00 feet; Thence S 1° 51'31"E 736.54 feet to the P.O.B. BEING part of the East half of Section 25, Township 43 South, Range 24 East, Lee County, Florida. SUBJECT TO any easements of record.

For purposes of clarity, the following terms are defined for use herein:

"Association" shall mean and refer to Spring Woods Mobile Home Subdivision Homeowners Association, Inc., its successors and assigns.

"Declarant" shall mean and refer to Syndicate 97, its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from Declarant for the purpose of development.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding an interest or title merely as security for performance of an obligation.

"The Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

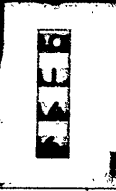
"Common Areas" shall mean and refer to all real property owned by the Declarant and later the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of conveyance of the first lot is described as follows: those areas designated on the subdivision map as "Common Areas" including, without limitation, the cypress stand, the basketball court, the storm shelter, and the retention pond.

"Lot" shall mean and refer to any plot of land shown on the recorded subdivision map of Spring Woods Mobile Home Subdivision with the exception of the Common Areas.

All persons dealing with the Declarant must look solely to the trust property for the enforcement of any claim against Declarant as no trustee, officer, agent or shareholder thereof assumes any personal liability for obligations of the Declarant.

The Property has been platted as a mobile home subdivision, and Declarant is desirous of developing and insuring proper maintenance of the property in such a manner as to enhance the desirability of living in the subdivision and to insure and secure to each lot owner the full benefit and enjoyment of his property.

RECORDED VERIFIED - S&L COPY BY G. WORKINGER D.C.



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Declarant hereby declares that the property is and shall be held transferred, sold, conveyed and occupied subject to the covenants, conditions, charges, restrictions, and reservations hereinafter set forth which shall run with the real property:

1. All lots in The Property shall be used for single-family residential use only, except those designated on the map of the subdivision as commercial.

OFF REC 1664 PC4188

2. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership:

(a) Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) 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 (1) vote be cast with respect to any lot.

(b) The Class B member shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A members on the happening of any of the following events, whichever occurs earliest;

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.
- (2) On January 1, 1986.

3. Prior to installation of any improvement on a lot, including all mobile homes, approval must be obtained from the Association. All mobile homes must be 14 feet wide or wider and 56' long or longer and must have been manufactured in 1977 or subsequent thereto. All mobile homes must have a minimum of 728 square feet. Plans and specifications of appurtenances, fences, and other structures must be approved in writing by the Association. The mobile home must be secured to the ground by appropriate and approved anchors, and the space between the ground and the bottom of the mobile home must be skirted with decorative skirting from the day the mobile home is placed on the lot. Lot owners shall obtain a carport 338 square feet (minimum dimensions: 13' x 26') or larger and a utility shed (6' x 8' or larger) within 30 days from the date the mobile home is placed on the lot. Carport and shed must be mounted on a concrete slab 12 feet wide or wider and 30 feet long or longer. An entrance culvert and concrete driveway must be installed within 14 days from the date the mobile home is placed on the lot. Culvert must be concrete and have a 15 inch diameter (squash equivalent) only and be 20 feet wide or wider. Driveway must be 11 feet wide or wider and a minimum of 70 feet in length from the road. The last 30 feet (under carport and shed) must be 12 feet wide or wider. Lot owners shall plant, or cause to be planted, a minimum of ten (10) shrubs on their lot within 60 days of the date a mobile home is placed on the lot. In addition, a masonry planter with a minimum of four (4) shrubs (double-wide must have a minimum of seven (7) shrubs) must be constructed on the side or end of the mobile home that faces the road. Mobile home tongues must be removed. No mailbox or receptacle may be installed on lot or in the road right-of-way or on the mobile home. There shall be a central delivery spot for mail at the entrance to the subdivision. Every resident must receive their mail there. All utilities, including electric, must be underground.

4. In order to insure the proper development and to protect the property values in The Property, the following actions will not be permitted of a lot owner or occupant without prior written approval by the Association: (a) Changing the grade of any lot;

- (b) Drilling wells of any nature;
- (c) Erecting a laundry drying line other than an umbrella-type drying pole in the middle of the lot or at the rear so that the drying pole is screened from view from the street as effectively as possible.
- (d) Outdoor storage of any property other than campers on pick-up trucks is prohibited. All property excepted from the outdoor storage requirements included herein must be parked on a driveway of concrete.

- (e) Keeping of animals other than dogs or cats not to exceed two in number. Pets must be on a leash while outside the owner's residence. Pets shall not be allowed in the basketball court area or recreational area designated on the plat of the subdivision; provided, however, nothing herein shall prevent the keeping of a pet in a fenced area on the owner's lot unless said pet becomes a nuisance by barking excessively, growling, etc.
- (f) Burning of garbage, trash or refuse. ¹⁶⁶⁴ PC4189
- (g) Parking of motor vehicles or trailers on lawns or street other than for service delivery. All RV's boat and work trailers must be parked in the subdivision trailer storage area.
- (h) Signs or advertisements larger than one (1) square foot; provided, however, that a small resident's names sign with street address is allowed in addition to a sign or advertisement not to exceed one square foot.
- (i) Allowing a lawn to become unsightly because of uncut grass or weeds, or allowing refuse piles or other unsightly objects including, without limitation, construction materials and the like, to accumulate; if such condition is not corrected by the lot owner, within 5 days of notice from the Association, the Association may have the work performed or the problem otherwise corrected, and charge the owner for such services, and the lot owner hereby agrees to pay such charge within 10 days from date of billing. Owner hereby expressly authorizes the Association or its agents and representatives to enter upon the owner's lot and such entry shall not be deemed a trespass for the purpose of performing the tasks discussed herein.
- (j) Use of the recreational areas, recreational hall, or pool before 9:00 a.m. or after 9:00 p.m. Adults may use these areas after hours upon special reservation with the Association.

5. The Declarant and later the Association reserves an easement along each boundary of each lot for drainage and utilities, said easement not to exceed six feet on each side, six feet along the rear and six feet along the front (exclusive of street right-of-way). The Declarant and later the Association reserves a right of access to all lots for inspection and maintenance of all service facilities and utilities, and will not be responsible for damage to plants, grass or trees within these easements.

6. The Declarant, for each lot owned within The Property, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable 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. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in The Property and for the improvement and maintenance of the Common Areas. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (1) Maintenance and repair of the Common Areas;
- (2) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Areas;
- (3) Acquisition of furnishings and equipment for the Common Areas as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities;
- (4) Maintenance and repair of the retention pond, culverts, and storm drains, within the confines of the subdivision;
- (5) Fire insurance covering the full insurable replacement value of the Common Areas with extended coverage;
- (6) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;
- (7) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the board of directors of the Association;
- (8) A standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors;
- (9) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions;
- (10) Operation, maintenance, and repair of the sewage disposal system and swimming pool;
- (11) Street lighting and garbage collection.

(b) The maximum annual assessment to provide for payment of the above described services shall be:

- (1) Until January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment shall be Three Hundred Twenty-Four Dollars (\$27.00 monthly). A lot owner with no mobile home installed must pay 80% of whatever the fee is. When pool and picnic area are built, annual assessment shall be increased by \$24.00 to cover the maintenance of the swimming pool and picnic area. Pool and picnic area shall be installed no later than November 30, 1984 regardless of the status

of the second phase. No fees due until October 1, 1983.

- (2) From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the members.
- (3) From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment may be increased above ten percent (10%) by the vote or written assent of a majority of each class of members.
- (4) The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

(c) In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Areas, including fixtures and personal property related thereto. Any such assessment must be approved by a vote of sixty percent of each class of members.

(d) Written notice of any meeting called for the purpose of taking any action authorized by Section (b) or (c) shall be sent to all members not less than 15 nor more than 30 days in advance of such meeting. In the event the proposed action is favored by sixty percent of the votes cast at such meeting, but less than the requisite sixty percent of each class of members, members who were not present in person or by proxy may give their assent in writing within 30 days after the date of such meeting.

(e) Both annual and special assessments must be fixed at a uniform rate for all lots including commercial lots.

(f) The annual assessments provided for herein shall commence as to all lots on the first day of the month of October in the year 1983. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. If assessment is paid annually, there shall be a 6% discount, If semi-annually, there shall be a 3% discount. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and shall, on or before February 15 of each year, cause to be recorded in the Public Records of Lee County, a list of delinquent assessments as of that date.

(g) Any assessment not paid within 15 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property and the owner in default shall be obligated to pay reasonable attorney's fees and court costs. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his lot.

(h) The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in sale thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

7. It is contemplated that the installation and usage charges for water is to be regulated by Lee County Utilities. Billing for this service shall be by Lee County Utilities.

8. Declarant reserves the right to use a portion of the storm shelter for use as an office, and upon transfer of the Common Areas to the Association, Declarant will continue to be entitled to use a 360 sq.ft. portion of the storm shelter for an office for a period of six (6) years. There shall be no charge for the use of said office nor for any and all utilities Declarant uses.

9. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of lots is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part of parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots.

As used in this section, the words "its transferees" specifically excludes purchasers of lots improved with mobile homes.

10. Each owner shall at his sole cost and expense, repair his mobile home, keeping the same in a condition comparable to the condition of such mobile home at the time of its purchase, excepting only normal wear and tear.

11. If all or any portion of a mobile home is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to repair or replace such mobile home in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Repair or replacement must be accomplished within 3 months after damage occurs.

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

13. Title to each lot in The Property runs to the street right-of-way, subject to a perpetual-use easement that said area is to be used for street and utility purposes. This provision shall not be amended. The Association reserves the right to regulate vehicular traffic on said streets.

14. These restrictions may be amended, unless otherwise provided, by an instrument in writing, executed and recorded with the same formalities of a deed, by owners of not less than seventy (70%) percent of the lots in The Property during the first twenty-five (25) years from the date of recording hereof, and by owners of not less than fifty (50%) percent of the lots in The Property during the successive periods of ten (10) years each discussed in Paragraph 15 hereinbelow.

15. Each of the Covenants, Conditions, Charges, Restrictions and Reservations hereinabove set forth shall continue and be binding upon all parties claiming an interest in The Property and upon their successors and assigns and upon each of them, and all parties and persons claiming under them, for a period of twenty-five (25) years from the date of recording hereof, and automatically thereafter, for successive periods of ten (10) years each, unless terminated prior thereto by Declarant or its assigns.

16. Violation or breach of any covenant, condition, charge, restriction or reservation herein contained by any person or concern, shall give the Association, in addition to all other remedies, the right to proceed at law or at equity (including, without limitation, the right to obtain an injunction) to compel compliance with the terms of said covenant, condition, charge, restriction or reservation and to prevent a violation or breach of any of them. Any person or entity (including Declarant or its assigns) successfully maintaining a court action to enforce these restrictions shall be entitled to recover from the party violating same, reasonable attorney's fees (including appellate fees) and reasonable costs expended in connection therewith.

17. The covenants, conditions, charges, restrictions and reservations herein set forth shall run with the land and bind the present owners, their heirs, successors and assigns, and all parties claiming by, through or under them, and shall be taken to hold, agree and covenant with the owners of said lots, their successors and assigns, and with each of them, to conform and observe all of said covenants, conditions, charges, restrictions and reservations.

18. The failure of the Declarant or the Association, or any of their grantees, successors or assigns, or the owner of any lot or lots affected hereby, to enforce any of the covenants, conditions, charges, restrictions and reservations herein set forth, at the time of a violation shall in no event be deemed a waiver of the right to do so as to any subsequent violation. The violation of these covenants, conditions, charges, restrictions and reservations shall not defeat nor render invalid the lien of any first mortgage made in good faith and for value.

19. The invalidation of any of these covenants, conditions, charges, restrictions and reservations or any part thereof, by Judgement, Court Order or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.

20. All lot owners within Spring Woods Mobile Home Subdivision and members of the Association recognize and acknowledge that the retention pond exists for the purpose of proper water management, and that the retention pond is expressly not for the purposes of swimming, wading or other recreational activities. Any such activities or use are expressly prohibited, and if done, shall be done at the sole and complete risk of the lot owner. All owners of lots within Spring Woods Mobile Home Subdivision hereby hold harmless Declarant or its successors and assigns and the Association from any injury resulting from such improper use of the said retention pond. The preceding also applies to the sewage plant, its percolation ponds, lift station, and to Baker Canal which borders the property on the West and to the swimming pool which will be constructed in the second phase.

21. Declarant herein declares that Spring Woods Mobile Home Subdivision Homeowner's Association, Inc., a Florida non-profit corporation, has been formed in compliance with Chapter 617, Florida Statutes. One of the primary purposes of said non-profit corporation is to operate and maintain Common Areas, and specifically the surface water management system as per permits granted by the South Florida Water Management District within the Spring Woods Mobile Home Subdivision project, including all retention ponds, culverts, and related appurtenances. In connection with the requirements of said Agency, Spring Woods

Mobile Home Subdivision Homeowner's Association, Inc. is specifically granted the following additional powers by Declarant: (a) to own and convey property; (b) to establish such rules and regulations as it may deem appropriate or as may be required by the South Florida Water Management District; (c) to sue and be sued; (d) to assess members and enforce said assessments relating to operation and maintenance of Common Areas; (e) to contract for services for operation and maintenance, if the said corporation deems outside services appropriate and feasible; and (f) in the event of dissolution of said corporation, said corporation shall have the power to dedicate the operation and maintenance of Common Areas to a successor non-profit corporation or to an appropriate agency of local government for purposes of operating and maintaining said Common Areas in accordance with South Florida Water Management District Requirements.

Any amendment affecting the surface water management system contained within the Spring Woods Mobile Home Subdivision project, including the water management portions of the Common Areas, must first be submitted for approval to the South Florida Water Management District.

22. Additional residential property and common areas may be annexed to the subdivision with the consent of sixty-six (66%) percent of each class of members in the Association, save and except the additional lands, within the area described in Exhibit "A" attached hereto, may be annexed by the Declarant, in whole or in part, without the consent of the Association, Owners, or Mortgagees, within seven (7) years of the date of this instrument. The additional lands described in Exhibit "A" shall become subject to the provisions of this Declaration, the Articles of Incorporation of the Association, and the By-Laws of the Association upon filing an amendment to this Declaration properly executed and acknowledged by the Declarant only, and without the consent of the Association, Owners, or Mortgagees. The additional properties described in Exhibit "A" shall not be subject to this Declaration, nor constitute a cloud or encumbrance on the title to said lands until such amendment to this Declaration is recorded among the public records of Lee County, Florida, from time to time, as it related to the lands described in Exhibit "A".

IN WITNESS WHEREOF, Declarant has hereunto signed and sealed these presents on this the 30th day of March, 1983.

Signed, sealed and delivered in the presence of:

SYNDICATE 97

Kathy Hoagland
Witness

By: Bruce T. Grady
BRUCE T. GRADY, as Trustee

Shirley [Signature]
Witness

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BRUCE T. GRADY, as Trustee, to me known to be the person described in and who executed the foregoing instrument and he acknowledge before me that he executed the foregoing Amended Declaration of Covenants, Conditions, Charges, Restrictions and Reservations Affecting Property Located in Spring Woods Mobile Home Subdivision for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of March, 1983.

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Sept. 18, 1985
Bonded Ten Thousand Dollars, Insurance, Inc.

[Signature]
NOTARY PUBLIC, State of Florida
at Large

This instrument prepared by:
COLEMAN & COLEMAN
2300 McGregor Boulevard
Fort Myers, Florida 33901

EXHIBIT "A"

FROM the Southeast corner of Section 25, Township 43 South, Range 24 East, Lee County, Florida; run S 89°17'55" E 1132.27 feet along the South line of said Section; Thence S 1°51'31" E 2508.03 feet; N 88°08'29"E 660.00 feet; S 1°51'31" E 2089.00 feet; N 88°08'29"E 660.00 feet; S 1°51'31"E 2089.00 feet to the P.O.B. BEING part of the East half of the East half of Section 25, Township 43 South, Range 24 East, Lee County, Florida. SUBJECT TO any encumbrances of record.

OFF REC 1664 74195

APR 4 8 34 AM '93
RECORDED IN OFFICIAL
LEE COUNTY, FLORIDA
RECORDS VERIFIED
SALVENDY
CLERK OF CIRCUIT COURT

