

Prepared by:  
Gordon R. Duncan, Esq.  
Duncan & Engvalson, P.A.  
P.O. Drawer 249  
Ft. Myers, FL 33907

3403759

Return to:  
Duncan & Engvalson, P.A.  
Civil Box 41

DR 2395 pg 162

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AMENDMENT TO DEED OF RESTRICTIONS  
OF HAMPTON LAKES UNIT 1

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE NATIONAL BANK OF LEE COUNTY, a national banking corporation, presently holds title to 31 lots within the subdivision known as Hampton Lakes Unit 1, as recorded in Plat Book 44, Page 71 through 75, Public Records of Lee County, Florida. The subdivision is legally described in Exhibit "A";

WHEREAS, THE NATIONAL BANK OF LEE COUNTY owns more than two-thirds of the lots comprising the subdivision and deems it advisable to further amend the Deed of Restrictions of Hampton Lakes Unit 1 originally recorded in O.R. Book 2069, Pages 2882 through 2893, Public Records of Lee County, Florida;

NOW, THEREFORE, the Deed of Restrictions is amended as follows:

1. Paragraph C of Section 3 is hereby amended to read as follows:

EXHIBIT A

PARCEL 1

A tract of land in the Northeast 1/4 of Section 29, Township 45 South, Range 24 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 29; thence run S 89°45'47" W along the South line of said Northeast 1/4 for 659.09 feet to the Point of Beginning; thence continue S 89°45'47" W for 666.40 feet; thence run N 0°55'10" W along the West line of the East half of said Northeast 1/4 for 792.61 feet; thence run N 88°56'00" E for 249.69 feet; thence run N 1°04'00" W for 227.18 feet; thence run N 88°56'00" E for 222.00 feet; thence run N 1°04'00" W for 80.00 feet; thence run N 88°56'00" E for 222.42 feet to a point on the West line of Forest Village Estates according to the plat thereof recorded in Plat Book 32, Page 34, Public Records of Lee County; thence run N 1°04'00" E along said West line for 420.00 feet; thence run S 88°56'00" W for 229.69 feet; thence run S 1°04'00" E for 659.45 feet to the Point of Beginning.

Tract herein described contains 17.86 acres. Subject to a drainage easement over and across the Southerly 30 feet (I.D.D. Canal C-1) and subject to and granted an ingress and egress easement over and across said parcel described hereon, said easement being described as follows:

Ingress and egress easement over and across the following parcel.

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of the Northeast one quarter of Section 29, Township 45 South, Range 24 East, and further bounded and described as follows:

Starting at a concrete monument at the Southeast corner of said Northeast one quarter; thence South 89°45'47" West along the South line of said fraction of a section, a distance of 13.00 feet to a point on the West Right-of-Way line of A & W Bulb Road (66.00 feet wide); thence North 1°04'00" West along said West Right-of-Way line a distance of 608.52 feet to a point and the principal place of beginning, said point being the beginning of a curve concave to the Southwest having a radius of 30.00 feet; thence northwesterly along said curve a distance of 47.12 feet; thence South 88°56'00" West a distance of 825.90 feet to the beginning of a curve concave to the Southeast having a radius of 100.00 feet; thence Southwesterly along said curve a distance of 66.34 feet to a point of reverse curve concave to the East having a radius of 65.00 feet; thence Westerly Northerly and Easterly along said curve a distance of 290.45 feet to a point of reverse curve concave to the Northeast having a radius of 100.00 feet; thence Easterly along said curve a distance of 66.34 feet; thence North 88°56'00" East a distance of 825.90 feet to the beginning of a curve concave to the Northwest having a radius of 30.00 feet; thence Northeastly along said curve a distance of 47.12 feet to a point on said Westerly Right-of-Way line of A & W Bulb Road; thence South 1°04'00" East along a prolongation of a tangent line to the last described curve a distance of 120.00 feet to the point of beginning.

An easement for ingress, egress, drainage and utility purposes over and across the Northerly 50 feet of Lot 4, FOREST VILLAGE ESTATES, according to the map or plat thereof recorded in Plat Book 32, Page 34, of the Public Records of Lee County, Florida.

The intention of this easement is to add an additional 30 feet of roadway easement to that easement shown on the plat of FOREST VILLAGE ESTATES, Plat Book 32, Page 34, Public Records of Lee County, Florida.

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PARCEL II

A tract or parcel of land situated in the State of Florida, County of Lee being a part of the Northeast one quarter (NE 1/4) of Section 29, Township 45 South, Range 24 East, and further bounded and described as follows:

Starting at the concrete monument at the southeast corner of said Northeast one quarter (NE 1/4), said point being in the centerline of A & W Bulb Road (66.00 feet wide); thence S 89°43'47" W along the south line of said fraction of a Section a distance of 11.00 feet to a point on the West right-of-way line of said A & W Bulb Road; thence N 01°04'00" W along said right-of-way line a distance of 1287.04 feet to the Southeast corner of Lot 9, FOREST VILLAGE ESTATES (recorded in Plat Book 32, at page 34 of the Public Records of said Lee County); thence continuing N 01°04'00" W along said right-of-way line for 307.70 feet; thence S 88°56'00" W for 974.96 feet; thence S 45°48'00" W for 379.98 feet; thence S 00°55'30" E for 111.37 feet; thence N 88°56'00" E for 149.49 feet to the Point of Beginning; thence N 01°04'00" W for 75 feet; thence N 88°56'00" W 115 feet; thence S 00°55'00" E 75 feet; thence N 88°56'00" W 115 feet to the Point of Beginning. Containing .198 acres more or less.

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Return to:

WINESETT, AVERY, DuPREE  
& WHIGHAM, P.A.  
Courthouse Box #4

3209420

Prepared By:

Richard W. Winesett  
Winesett, Avery, DuPree  
& Whigham, P.A.  
P.O. Drawer 610  
Fort Myers, Florida  
33902-0610

CR: 302 PG3077

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AMENDMENT TO DEED OF RESTRICTIONS  
OF  
HAMPTON LAKES UNIT ONE

• RECORDS SECTION - COUNTY CLERK, CLERK  
• 4001 West 12th Avenue, Ft. L.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GLAD INVESTMENT LTD., hereinafter referred to as "Grantor", was the developer of that certain subdivision known as HAMPTON LAKES UNIT ONE, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 44, Pages 71 through 75, Public Records of Lee County, Florida; and

WHEREAS, a Deed of Restrictions for HAMPTON LAKES UNIT ONE was originally recorded in Official Records Book 2069, Pages 2282 through 2893 of the Public Records of Lee County, Florida, on May 12, 1989; and

WHEREAS, The National Bank of Lee County, a National Banking Corporation, hereinafter referred to as "Declarant", took title to 36 of the 42 lots within said platted subdivision from Grantor

by instrument recorded in Official Records Book 2229, at Page 1302 of the Public Records of Lee County, Florida and succeeded to all rights of the Developer reserved under said Declaration of Restrictions; and

WHEREAS, the corporation named as Association has been dissolved by the Secretary of State for the State of Florida; and

WHEREAS, Declarant owns more than two-thirds of the lots comprising said subdivision, and said Deed of Restrictions having been executed less than three years prior to the date of this Amendment; and

WHEREAS, in accordance with Section 17 of the existing Deed of Restrictions, Declarant has the power to amend or modify same without notice;

NOW THEREFORE, Declarant does hereby amend and modify the above-described Deed of Restrictions as follows, and hereby declares that said Restrictions as hereby amended shall constitute a covenant running with the land, shall be binding upon all owners in said subdivision, and shall be applicable to all lands in said subdivision.

1. Paragraph D of Section 1 is hereby amended and modified to read in its entirety as follows:

D. Association shall mean HAMPTON LAKES LOT OWNERS ASSOCIATION, INC., a not for profit corporation incorporated under the laws of Florida.

2. The first sentence of Paragraph A of Section 2 is hereby deleted.

3. Paragraph C of Section 3 is hereby amended and modified



to read as follows:

C. All dwelling units must have a minimum of 2000 square feet under roof (including patio, screened porches, terraces, breezeways, verandas and garages); an air conditioned, enclosed living area of not less than 1500 square feet; and an attached enclosed garage of at least 400 square feet designed for not less than two cars and equipped with an automatic garage door opener.

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4. Section 16 is hereby deleted, and shall be of no further effect.

5. The National Bank of Lee County, N.A. is hereby declared to have all the rights reserved by Developer under the Deed of Restrictions.

6. Section 13, "Completion of Construction" is hereby amended to add a new sentence which shall read:

The owner of the property shall be responsible for the maintenance and prompt emptying and removal of a dumpster or bin for construction debris.

7. Miscellaneous:

a. Boats are added to the list of items which must be kept inside garages and concealed from public view.

b. "CAF woodline or its equivalent" is substituted for "timberline Fiberglass" in paragraph K of Section 3.

c. "Acquisition of properties" for the purposes stated is hereby added to the purposes for which the power of levy may be exercised by the Association.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name, by its duly authorized Officer, and has executed the same on this 11<sup>th</sup> day of April, 1992, in the presence of the undersigned witnesses.

Signed in the presence of:

[Signature]  
(print) [Name]

Phyllis K. Johnson  
(print) Phyllis K. Johnson

THE NATIONAL BANK OF LEE COUNTY, a National Banking Corporation, Developer

By: [Signature]  
John B. Wurzbarger,  
Senior Vice President

STATE OF FLORIDA }  
COUNTY OF LEE }

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 1992, by JOHN B. WURZBURGER, as Senior Vice President of THE NATIONAL BANK OF LEE COUNTY, a National Banking Corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

sign Phyllis K. Johnson  
print Phyllis K. Johnson  
State of Florida at Large (Seal)  
My Commission Expires:

9/24/95

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CHARLES SMITH LEF 01741  
92 MAY 28 PM 4: 16





This instrument was prepared by  
Harry D. Hendry  
Attorney at Law  
P.O. Box 1509  
Fort Myers, Florida 33902

2649400

**DEED OF RESTRICTIONS OF  
HAMPTON LAKES UNIT ONE**

CC-370  
R

TO ALL PRESENT AND FUTURE OWNERS OF SINGLE-FAMILY RESIDENTIAL PARCELS LOCATED WITHIN THE FOLLOWING DESCRIBED PROPERTY IN LEE COUNTY, FLORIDA, TO BE KNOWN AS HAMPTON LAKES UNIT ONE.

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WHEREAS, GLAD INVESTMENT LTD., a Florida Limited Partnership by and through the undersigned, hereinafter called "Grantor" is the owner in fee simple of that certain real property located and situated in Lee County, Florida, more particularly described in the attached Exhibit "A", and

WHEREAS, the Grantor desires at this time to place certain easements, restrictions and reservations upon the use of the hereinabove described real property,

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NOW, THEREFORE, the Grantor does hereby impose the following easements, restrictions and reservations upon the use of the hereinabove described real property as follows:

**1. DEFINITIONS**

A. DEVELOPER shall be the Grantor, its successors and assigns.

B. HOMESITE shall be one or more numbered lots in Hampton Lakes Unit One as defined in the Official Record Books of Lee County, Florida, pursuant to the recorded plat thereof on file in the Office of the Clerk of the Circuit Court of Lee County, Florida.

C. DWELLING UNIT shall be any structure built or used for the primary purpose of a single family residence.

D. ASSOCIATION shall mean the Hampton Lakes Unit One Homeowners Association, Inc.

E. ARTICLES shall be the Articles of Incorporation of the Association, as from time to time amended as therein provided.

F. BY-LAWS shall be the By-Laws of the Association, as from time to time amended as provided in the Articles and By-Laws.

**2. HOMEOWNERS ASSOCIATION**

A. The Developer has established the Hampton Lakes Unit One Homeowners Association, Inc., a Florida corporation, not for profit. It shall be the obligation of the Association to:

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i. Maintain the drainage and surface water management system of the subdivision.

ii. Maintain any and all other common areas as may be deeded or dedicated to the association by the Developer.

iii. Maintain roads within the subdivision.

iv. To enforce the terms and conditions of this Deed of Restrictions.

B. Every person or entity who is the record owner of a fee or portion of a fee interest in any lot that is subject to this Deed of Restrictions shall be deemed to be a member of the homeowners association. Membership shall be appurtenant to and may not be separated from such ownership.

C. The homeowners association shall have the power to levy assessments for the purpose of promoting the recreation, health, safety and welfare of the members of the homeowners association, and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of all common areas deeded to the homeowners association and roads within the subdivision, including, but not limited to, maintenance of the drainage and surface water management system of the development, maintenance of roads within the subdivision, landscaping, and subdivision signs, if any. The assessments shall be fixed, established and collected from time to time as provided in the Association By-Laws. Any such assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be secured by a lien upon the real property so assessed, which may be enforced in accordance with other provisions of this Declaration and as provided for under Florida law.

3. LAND USE

A. All homesites shall be used solely for residential purposes. No more than one detached, single-family dwelling unit may be constructed on any lot as shown in the subdivision. More than one lot may be used for one dwelling, in which event, all restrictions shall apply to such lots as if they were a single lot.

B. All "structures" (as defined in the Lee County Zoning Regulations in effect as of the date of recording of these restrictions) including, without limitation, tennis courts, swimming

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pools, garages, accessory buildings, fences, walls, and dwelling units must be constructed in the subdivision in compliance with these restrictions.

C. All dwelling units must have a minimum of 2250 square feet under roof (including patio, screened porches, terraces, breezeways, verandas and garages), air conditioned, enclosed living areas of not less than 1700 square feet, and an attached enclosed garage designed for not less than two cars, and equipped with an automatic garage door opener, said garage to have a minimum square footage of 400 square feet.

D. All buildings shall be of new, durable, good quality material and workmanship, and the plans and materials to be used shall be subject to approval of the Architectural Review Board (hereinafter called ARB), as prescribed in Paragraph 12.

E. No trailer, tent, shack, garage, barn or other detached buildings shall at any time be erected and used temporarily or permanently as a residence or for any other purpose on any of the lots in the subdivision. No structure of any kind shall be moved into any part of the subdivision except temporary buildings used by contractors in connection with construction work, it being the intent of these restrictions that all structures on any lot be constructed thereon.

F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs and other household pets may be kept, provided they are not bred or maintained for any commercial purposes, and further provided that they do not constitute a nuisance. All animals must be kept on a leash when outside or in the public areas of the subdivision.

G. No vehicles shall be parked in any part of the property except on paved streets, paved driveways and garages. No trailers, trucks or commercial vehicles, other than those present on business, may be parked in the subdivision other than inside of garages and concealed from public view.

H. No structure of any kind shall be constructed on any homesite until plans, including but not limited to, specifications for exterior color scheme, landscaping, elevation, site clearing, roof pitch and exterior materials have been approved by the ARB as

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prescribed in Paragraph 12 herein. Disapproval of such plans may be based upon any grounds and shall be solely in the discretion of the ARB.

I. No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that real estate brokers, owners and their agents may show dwelling units in the subdivision for sale or lease; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Every person, firm or corporation purchasing a lot in the subdivision recognizes that Developer, his agents or assigns, has the right to conduct construction and sales activities and to maintain a model home or a sales office (so long as permitted by applicable zoning regulations) in the subdivision until all the lots in the subdivision have been sold.

J. All owners of lots on which no dwelling has been erected shall, at a minimum, have the grass regularly cut and all trash and debris removed. In the event the owner of a lot fails to maintain said lot in accordance with this paragraph, the association may have the required maintenance services performed, and the cost thereof shall constitute a lien on the subject real property to be enforced in the same manner as those liens described in Paragraph 12.

K. All pools must be screened enclosed.

L. The plat to be recorded for the subdivision shall and does reflect a "Conservation/ Water Management Easement." No construction shall be permitted within said Conservation/Water Management Easement as set forth in the plat.

M. All roofing must have not less than a 6/12 pitch and must utilize cement tile, timberline fiberglass or equivalent. Notwithstanding the foregoing the ARB may, in its discretion approve variations to the 6/12 pitch requirements as to portions of a roof if deemed advisable for architectural, aesthetic or special use reasons, so long as most of the roof meets the 6/12 pitch requirement.

#### 4. BUILDING LOCATION

All structures shall be erected according to all applicable setback regulations of the Lee County Zoning Regulations in effect as of the date of recording these restrictions. Front setback line,

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side setback line, rear setback line, side lot line and rear lot line are as defined or used in the Lee County Zoning Regulations in effect as of the date of recording these restrictions.

5. HOMESITE PREPARATION

A. All homesites shall be filled in keeping with the engineering drainage plan of development as approved by Lee County and the South Florida Water Management District.

B. All the existing trees and other desirable natural vegetation as may be reasonably possible shall remain on homesites. Individual plans submitted to the ARB for approval must contain a site clearing plan identifying which trees and shrubs will be removed. No site clearing may commence until the ARB has approved the site clearing plan. It is provided further that no trees further than 10 feet of construction of any house or pool shall be removed without ARB approval. The ARB may require, as a condition to the removal of any tree, the replacement of any such tree by a tree or trees of an equal number of caliper inches.

C. Culverts and suitable temporary or permanent driveway entrances will be constructed prior to any trucks entering the homesite. This regulation is to avoid any damage to road shoulders and edges of pavement.

D. Homesite owners must provide, install and cause to be operational an approved lamp post (including automatic photocell on/off mechanism) and an appropriate base adjacent to driveway entries before occupying any improvement on said homesite. Location of said lamp and approval of said lamp post shall be determined by the ARB pursuant to approval process as prescribed in paragraph 12.

E. Homesite owners must provide and install mailboxes approved by the ARB pursuant to the approval process as prescribed in Paragraph 12 herein, prior to occupancy.

F. Driveway location, material and elevation will be subject to prior approval by the ARB pursuant to the approval process prescribed by paragraph 12 herein.

G. No home shall be considered complete until its yard is reasonably landscaped and fully sodded (with Floratam sod, St. Augustine sod, or a substitute approved by the ARB) in accordance with an approved landscape plan. All landscaping and any sprinkler

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systems must be maintained in a manner in keeping with the general character of the subdivision. Moreover, where any owner neglects such maintenance, Developer or its authorized agent, reserves the right to effect such maintenance at a reasonable charge to the owner, such charge to become a lien against the property pursuant to Paragraph 2.

6. EASEMENTS

Perpetual easement for the installation and maintenance of utilities and drainage facilities as shown on the plat and as required by Lee County are reserved by the Developer who shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity.

7. REFUSE DISPOSAL AND VARIOUS CONTAINERS

A. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except within plastic bags in sanitary containers required by the disposal company. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and screened by approved materials or in landscaping or vegetation so as not to be visible from adjoining property or roadways. It is provided further that garbage shall not be put out before 9:00 p.m. of the night prior to collection.

B. Fuel oil tanks, bottled gas tanks and other such accoutrements shall be fully buried beneath the ground or installed inside a structure, and before any such devices shall be attached to a building or set on any homesite, the owner thereof shall submit to the ARB his proposal with regard to the installation thereof and shall obtain the ARB's written consent pursuant to the approval process prescribed in Paragraph 13 herein. Disapproval of such plans may be based on any grounds and shall be solely in the discretion of the Developer.

8. SIGNAGE

A. No advertising signs of any kind shall be displayed unless and until approved by the Developer so long as it or its successors shall own any property in the subdivision.

B. When the Developer shall no longer own any lots within the subdivision, no "for rent" or "for sale" sign larger than four

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square feet shall be erected or displayed advertising the property for sale or rent until the placement and character, form and size of such sign be first approved in writing by the ARB.

9. NUISANCES

A. Noxious or offensive activities shall not be allowed upon any homesite. No homesite nor any building erected on any homesite shall at any time be used for the purpose of trade, business or manufacturing.

B. No clothesline of any type shall be permitted where visible to adjoining homesites or to the adjoining streets.

10. UNDERGROUND SERVICES

Underground electric power, cable T.V. and/or telephone service, and underground sewer and water hookup from tie-in source to dwelling is mandatory at the homeowner's expense. Antennas, satellite dishes or other audio or video receiving or transmitting apparatus visible from the exterior of a structure are prohibited.

11. SOLAR EQUIPMENT

Solar heat pipes or panels or other roof units are to be placed in such a manner as not to be visible from the street. The location of these items is subject to approval from the ARB.

12. APPROVAL PROCEDURE

A. Prior to the excavating, clearing, filling or construction any homesite shall submit to an Architectural Review Board, which will consist of a minimum of three members to be determined by the Board of Directors of the homeowners association set out more fully herein, the following information:

- i. a complete set of working drawings, including site plan.
- ii. landscape site plan.
- iii. driveway material and specification
- iv. elevation of the slab of the enclosed living area.
- v. exterior color scheme.
- vi. location of garage or other receptacles and accessory buildings.
- vii. the elevation of the construction site after fill.

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- viii. exterior materials to be used including roofing, siding and any other exterior materials to be used in the construction of the homesite.
- ix. front and side elevations of the home to be construction.

E. Upon submission of the above items to the ARB, the ARB shall have 30 days in which to give written notice of disapproval of part or all of the development plans; the notification of disapproval shall specifically state the grounds for disapproval and the corrections and additions necessary for approval. If no written disapproval is sent to the owner or his agent within 30 days of receipt of the complete plans and specifications, the plans and specifications are deemed approved. Failure to disapprove shall not constitute a waiver of any requirement or provision of the restrictions than the requirement of prior approval required by this paragraph. If plans and specifications are disapproved, they shall be re-submitted with the appropriate changes and the same approval procedure shall be followed. Notwithstanding any other provision of these restrictions, disapproval of plans and specifications may be based on any ground which in the sole discretion of the ARB seems sufficient and disapproval need not be based on a violation of the specific or general terms of these restrictions.

13. COMPLETION OF CONSTRUCTION

Upon the commencement of construction of any building on any homesite, work thereon must be prosecuted diligently and completed within a reasonable period of time. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous period of 30 days, then the homeowners association shall have the right to notify the owner of record of the premises of its intention herein, invade the premises and take such steps as might be required to correct an undesirable appearance, the reason for such correction shall be solely in the discretion of the homeowners association and may include, but is not limited to, aesthetic grounds. The title holder of the property shall be liable for all costs incurred in such action and the total cost shall be a lien on the property to be obtained and foreclosed in the manner as provided for mechanics' liens by Florida Statute.

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14. INSPECTION OF IMPROVEMENTS

The Developer reserves the right to enter upon any homesite for the purpose of inspecting improvements in progress to determine if those improvements are being constructed in accordance with the plans and specifications which have met the ARB's prior approval as set forth in the approval process prescribed in Paragraph (12) herein.

15. SECURITY

The Association may (but shall not be required) elect to provide a gate and guard at the entrance to subdivision. In that event, access to the subdivision shall be pursuant to rules established by the association.

16. RESERVATION OF DEVELOPER'S RIGHTS

Developer owns certain real property contiguous to this subdivision. Developer reserves the right in his sole discretion to grant a non-exclusive easement for ingress and egress over and across the platted roads within this subdivision in favor of himself as the owners of said contiguous property, his successors and assigns.

17. TERMS

A. These restrictions shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds and conveyances until January 1, 2008, and shall automatically extend for successive 20-year periods unless revoked by 66 percent of the lot owners. For a period of three years from their date of execution, the restrictions may be amended or modified by the Developer. Thereafter, the restrictions may be amended or modified only by 66 percent of the lot owners. For the purpose of the foregoing sentence, ownership of more than one lot shall entitle the owner to one vote for each lot owned. No amendment of the restrictions shall require a lot owner to remove any structures constructed in compliance with the restrictions existing on (i) the date on which the construction of such structure commenced, or (ii) the date on which such owner took title to his lot if the construction of such structure commenced within 90 days of his taking title. Any such

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amendment shall not become effective until the instrument evidencing such amendment has been filed of record. Every purchaser or subsequent grantee of any interest in the subdivision, by acceptance of a deed or other conveyance therefore, thereby agrees that the restrictions may be amended as provided herein.

18. ENFORCEMENT

If any person, firm or corporation, or their heirs or assigns, shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person or persons owning any lot in the subdivision or the homeowners association to prosecute by any proceeding at law or in equity against the person or persons violating or attempting to violate any restrictions whether such proceedings are to prevent such persons from so doing or to recover damages or other dues for such violation. In the event of any such litigation, the prevailing party shall be entitled to an award of reasonable attorneys' fees, including attorneys' fees upon appeal.

19. INVALIDITY CLAUSE

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions of these restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, by its duly authorized General Partner, and has executed the same on this 9 day of MAY, 1989, in the presence of the undersigned witnesses.

Signed in the presence of:

*Henry O. Hardy*  
*Ronald B. Hardy*

GLAD Investment, LTD., A  
 Florida Limited Partnership  
 BY: GLAD GROUP, INC., a Florida Corporation,  
 General Partner  
 BY: *John Murrone*  
 JOHN MURRONI, Its President

STATE OF FLORIDA  
 COUNTY OF LEE

BEFORE ME personally appeared John Murrone to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS by hand and official seal this 9 day of MAY 1989.

My Commission Expires:

*Henry O. Hardy*  
 Notary Public

Notary Public, State of Florida  
 My Commission Expires Feb. 3, 1990

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EXHIBIT A

PARCEL I

A tract of land in the Northeast 1/4 of Section 29, Township 45 South, Range 24 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 29; thence run S 89°45'47" W along the South line of said Northeast 1/4 for 659.09 feet to the Point of Beginning; thence continue S 89°45'47" W for 666.40 feet; thence run N 0°55'10" W along the West line of the East half of said Northeast 1/4 for 792.61 feet; thence run N 88°56'00" E for 249.69 feet; thence run N 1°04'00" W for 227.18 feet; thence run N 88°56'00" E for 222.00 feet; thence run N 1°04'00" W for 60.00 feet; thence run N 88°56'00" E for 522.42 feet to a point on the West line of Forest Village Estates according to the plat thereof recorded in Plat Book 32, Page 34, Public Records of Lee County; thence run S 1°04'00" E along said West line for 430.00 feet; thence run S 88°56'00" W for 329.69 feet; thence run S 1°04'00" E for 659.45 feet to the Point of Beginning.

Tract herein described contains 17.86 acres.

Subject to a drainage easement over and across the Southerly 30 feet (I.D.D. Canal C-1) and subject to and granted an ingress and egress easement over and across said parcel described hereon, said easement being described as follows:

Ingress and egress easement over and across the following parcel.

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of the Northeast one quarter of Section 29, Township 45 South, Range 24 East, and further bounded and described as follows:

Starting at a concrete monument at the Southeast corner of said Northeast one quarter; thence South 89°45'47" West along the South line of said fraction of a section, a distance of 33.00 feet to a point on the West Right-of-Way line of A & W Bulb Road (66.00 feet wide); thence North 1°04'00" West along said West Right-of-Way line a distance of 608.52 feet to a point and the principal place of beginning, said point being the beginning of a curve concave to the Southwest having a radius of 30.00 feet; thence northwesterly along said curve a distance of 47.12 feet; thence South 88°56'00" West a distance of 825.90 feet to the beginning of a curve concave to the Southeast having a radius of 100.00 feet; thence Southwesterly along said curve a distance of 66.34 feet to a point of reverse curve concave to the East having a radius of 65.00 feet; thence Westerly Northerly and Easterly along said curve a distance of 290.45 feet to a point of reverse curve concave to the Northeast having a radius of 100.00 feet; thence Easterly along said curve a distance of 66.34 feet; thence North 88°56'00" East a distance of 823.90 feet to the beginning of a curve concave to the Northwest having a radius of 30.00 feet; thence Northeasterly along said curve a distance of 47.12 feet to a point on said Westerly Right-of-Way line of A & W Bulb Road; thence South 1°04'00" East along a prolongation of a tangent line to the last described curve a distance of 120.00 feet to the point of beginning.

An easement for ingress, egress, drainage and utility purposes over and across the Northerly 60 feet of Lot 4, FOREST VILLAGE ESTATES, according to the map or plat thereof recorded in Plat Book 32, Page 34, of the Public Records of Lee County, Florida.

The intention of this easement is to add an additional 30 feet of roadway easement to that easement shown on the plat of FOREST VILLAGE ESTATES, Plat Book 32, Page 34, Public Records of Lee County, Florida.

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RECORDERS MEMO.  
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

PARCEL II

A tract or parcel of land situated in the State of Florida, County of Lee being a part of the Northeast one quarter (NE 1/4) of Section 29, Township 45 South, Range 24 East, and further bounded and described as follows:

Starting at the concrete monument at the Southeast corner of said Northeast one quarter (NE 1/4), said point being in the centerline of A & W Bulb Road (66.00 feet wide); thence S 89°45'47" W along the South line of said fraction of a Section a distance of 33.00 feet to a point on the West right-of-way line of said A & W Bulb Road; thence N 01°04'00" W along said right-of-way line a distance of 1287.04 feet to the Southeast corner of Lot 9, FOREST VILLAGE ESTATES (recorded in Plat Book 32, at page 34 of the Public Records of said Lee County); thence continuing N 01°04'00" W along said right-of-way line for 307.70 feet; thence S 88°56'00" W for 574.96 feet; thence S 45°48'00" W for 979.98 feet; thence S 00°55'30" E for 113.37 feet; thence N 88°56'00" E for 249.69 feet to the Point of Beginning; thence N 01°04'00" W for 75 feet; thence N 88°56'00" W 115 feet; thence S 00°55'00" E 75 feet; thence N 88°56'00" W 115 feet to the Point of Beginning. Containing .198 acres more or less.

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CHARLIE GREEN LEE CITY FL  
09 MAY 12 PM 2:17

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I Charlie Green, Clerk of the Circuit Court in and for said County and State do hereby certify that the foregoing is a true and correct copy of Deed of Restriction as filed in this office 05-12-89 at 2:17 PM and recorded in OR Book 2069, Page 2882-2893 of the Public Records of Lee County, Florida

Witness my hand and official seal this 7<sup>th</sup> day of November A.D. 1996

CHARLIE GREEN, CLERK

By B. Feagles D.C.