

Deputy Clerk AESCOBARMOORE
#1

Prepared by:
Richard D. DeBoest II, Esq.
Goede, DeBoest & Cross, PLLC
2030 McGregor Blvd.
Fort Myers, FL 33901
239-333-2992

CERTIFICATE OF EXECUTION OF REVIVED DECLARATION OF RESTRICTIONS FOR ISLAND PARK WOODLANDS UNIT "C" ACCORDING TO THE PLAT OF UNIT C, ISLAND PARK WOODLANDS, RECORDED AT OFFICIAL RECORDS BOOK 34, PAGE 16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA

THE UNDERSIGNED being the President and Secretary of THE ISLAND PARK WOODLANDS HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby execute the attached Amended and Restated Declaration of Restrictions originally recorded in Official Records Book 1516, Page 806, *et seq.*, of the Public Records of Lee County, Florida, (Exhibit "A") and the Articles of Incorporation (Exhibit "B") and Bylaws (Exhibit "C") of The Island Park Woodlands Homeowners Association, Inc. Also attached hereto is the Letter of Approval from the Florida Department of Economic Opportunity (Exhibit "D"), the Legal Description of Each Affected Parcel and Name of Each Parcel Owner (Exhibit "E"), and the Plat of Unit "C" Island Park Woodlands originally recorded in Official Records Book 34, Page 16, *et seq.*, and the Replat of Part of Unit "C" Island Park Woodlands originally recorded in Official Record Book 39, Page 45 of the Public Records of Lee County, Florida (Exhibit "F").

Dated this 24th day of October 2022.

WITNESSES:

(Sign) *Lynn Anklam*

(Print) Lynn Anklam

(Sign) *Andrew Marcus*

(Print) Andrew Marcus

THE ISLAND PARK WOODLANDS HOMEOWNERS ASSOCIATION, INC.

BY: *Maria Tunis*

**President of the Association
Maria Tunis**

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 24th day of October 2022 by Maria Tunis as President of The Island Park Woodlands Homeowners Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced N/A as identification and did (did not) take an oath.



KRISTINE N. MARCUS
Commission # HH 324021
Expires October 23, 2026

NOTARY PUBLIC:

Kristine N. Marcus
STATE OF FLORIDA (SEAL)

My Commission Expires: ^{km} October ~~24~~ 23, 2026

WITNESSES:

(Sign) Lynn Anklaam

(Print) LYNN ANKLAM

(Sign) AM

(Print) Andrew Marcus

THE ISLAND PARK WOODLANDS
HOMEOWNERS ASSOCIATION, INC.

BY: Lyndee Carhart
Secretary of the Association
Lyndee Carhart

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or
[] online notarization on this 24th day of October 2022 by Lyndee Carhart as Secretary of The
Island Park Woodlands Homeowners Association, Inc., a Florida non-profit corporation, on behalf of
said corporation. Said person is personally known to me or has produced
N/A as identification and did (did not) take an oath.



KRISTINE N. MARCUS
Commission # HH 324021
Expires October 23, 2026

NOTARY PUBLIC: [Signature]
STATE OF FLORIDA (SEAL)
My Commission Expires: October 23, 2026

1431466

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ISLAND PARK CORPORATION, a Florida corporation, being the owner of ISLAND PARK WOODLANDS, UNIT "C", a Subdivision located in Section 12, Township 46 South, Range 24 East, Lee County, Florida, makes the following Declaration of Restrictions covering Unit "C" of Island Park Woodlands as recorded in Plat Book 34 at Pages 16-18, public records of Lee County, Florida, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future holders of the real property.

\$ 13.00

THIS INSTRUMENT WAS PREPARED BY:
CLAUDE E. TAYLOR, Attorney At Law
1922 VICTORIA AVENUE
FORT MYERS, FLORIDA 33901

RECORDED - 94
BY H. HENNINGTON D.C.

1. RESIDENTIAL USE. To insure a fine residential neighborhood, no building shall be erected or altered nor shall any major improvements--including small additions such as utility rooms which additions must be attached to the building, and including docks--be made to the lot(s) until a complete site plan, including landscaping plans and working drawings, are submitted to and approved in writing by Island Park Corporation. When Island Park Corporation no longer owns any lots in the above described Unit, approval in writing shall be secured from the lot owners adjacent to the lot which is the subject of improvement. Such approval or disapproval can be based on any ground including aesthetic conformity.

2. SINGLE DWELLING. Only one detached single family dwelling shall be erected on each lot for residence by one private family. This shall not prevent an owner of a dwelling from renting said property for residential use.

3. DIVISION OF LOTS. No lots shall be subdivided except to be added, in whole or in part, to an adjoining lot or lots.

4. SETBACK LINES. Minimum building setbacks from lot boundaries shall be in accordance with specifications from the County of Lee.

5. SQUARE FOOT AREA. Residences shall contain a minimum of 1500 square feet of living area exclusive of breezeways, porches, patios, garages or carports.

6. GRADING PLAN. The grading plan shown on Page 4 of this Declaration is made a part hereof and must be adhered to when the lot is prepared for construction of a residence.

7. CONSTRUCTION COMPLETION. When construction of a residence or any other major improvement is begun, it shall be substantially completed within six months.

8. GARBAGE CONTAINERS, SERVICE TANKS. All garbage containers, oil, water and gas tanks and all miscellaneous residence maintenance items (lawn mowers, tools, etc.) shall be kept neatly and shall be placed so as to be inconspicuous.

9. MAINTENANCE. Upon completion, buildings and landscaping shall be maintained in a like-new condition.

10. BOAT DOCKS. Boat docks shall be constructed parallel to the shore line and shall not extend over five feet into the Lake from the property line.

11. TEMPORARY STRUCTURES. Temporary structures of any kind (utility shed, tent, etc.) shall not be permitted on any lot.



12. TREES, HEDGES, FENCES. Lee County Subdivision regulations requiring two trees in the front yard shall be adhered to in installing the landscaping. No hedges or substantial wind barriers shall be permitted to extend above four feet from the ground level. No chain link fences are permitted on the lots fronting on the Lake. Chain link fences are permitted only around the back yards of off-water lots.

13. LAWNS. All lawns shall be considered to extend to the street pavement. Lots shall be kept mowed and free of underbrush and debris. If this covenant is not observed, Grantor may enter upon said premises and make corrections at the expense of the owner(s).

14. ANTENNAS. No aerial or antenna shall be placed or erected upon any lot nor affixed in any manner to the exterior of any building without the written approval of Grantor.

15. VEHICLES. Only passenger cars may be parked on driveways. House trailers are not allowed to be parked in the area. Boats on trailers may be parked on the garage side of the house or in the rear of the house. Pick-up trucks and small vans must be parked inside the garage (out of sight).

16. AMENITIES. Amenities provided by the Developer (Grantor) are the property of all the lot owners and it is the owners' responsibility to maintain them--including the two protective arches for the boat ramp. The waterway leaving the ramp is classed as navigable; however, the Developer (Grantor) has no responsibility pertaining to the condition of the waterway such as submerged objects or water depths.

17. CLOTHES DRYING. Outdoor clothes drying shall be permitted only in the rear yard and no permanent outdoor clothes lines shall be installed.

18. PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they do not constitute a nuisance. Dogs are not permitted or allowed to stray, run, go, or in any other manner be at large in or upon any street, recreational area or on private property of others without the express or implied consent of the owner(s) of such property.

19. NUISANCES. No unlawful, improper or immoral use shall be made of any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

20. TRASH BURNING. No incineration or burning of trash and garbage shall be permitted.

21. SIGNS. No sign of any kind shall be displayed on any lot except for one sign not more than five square feet in size advertising a lot or home for sale or such signs as are customarily used by a builder and developer to advertise the property during the construction and sales period.

22. CENTRAL SEWER, WATER SYSTEM. Grantor reserves the right to install a central water and/or sewer system and if said system or any part thereof is installed, the owners hereby agree to use said system exclusively and to pay a reasonable charge for connection to said system as well as for such service.

23. RIGHTS OF GRANTOR. Grantor reserves the right to itself, its agents, employees, or contractors or subcontractors to enter upon the land covered by these covenants for the purpose of installing any sewer or water lines. Grantor agrees to restore said property to its condition at the time of such entry and shall have no further obligation to the Grantee.

24. VALIDITY OF COVENANTS. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of 10 years unless an instrument signed by all of the then owners of the lots has been recorded agreeing to change the restrictions in whole or in part.

25. ENFORCEMENT. Enforcement shall be by action at law against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. Failure to enforce any of the foregoing restrictions shall not be deemed a waiver of the right to do so thereafter.

At the time Island Park Corporation no longer owns any lots in the hereabove described Unit, the Corporation shall have no right nor obligation to enforce these restrictions. These covenants shall run with the land and any lot owner may enforce these restrictions.

26. INVALIDATION. Invalidation of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name by its President and its corporate seal to be affixed, attested by its Secretary, this 28th day of May, 1981.

ISLAND PARK CORPORATION

ATTEST:

(Corporate Seal)

By: Claude E. Taylor
President

Margaret H. Powell
Secretary

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY that on this 28th day of May, 1981, before me personally appeared CLAUDE E. TAYLOR and MARGARET H. POWELL, respectively President and Secretary of ISLAND PARK CORPORATION, a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing instrument and severally acknowledged its execution to be their free act and deed as such duly authorized officers; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

WITNESS my signature and official seal at Fort Myers, in the County of Lee, State of Florida, the day and year last aforesaid.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA A. 1584
MY COMMISSION EXPIRES APR 29 1983
~~SIGNED THE FOREGOING INSTRUMENTS, UNDERWRITER~~

Toddler M. Hall
Notary Public State of Florida at Large

(Notary Seal)



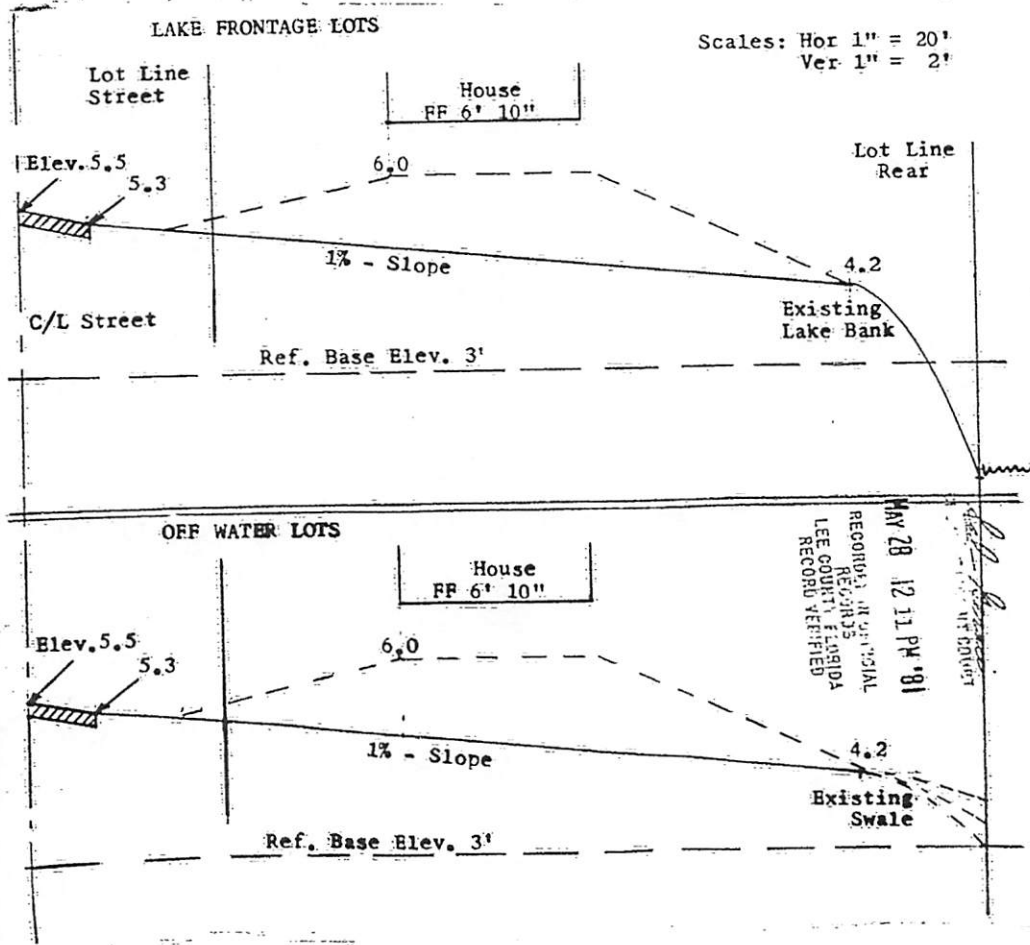
GRADING PLANS
ISLAND PARK WOODLANDS, UNIT "C"

Grading Specifications for Lots in Island Park Woodlands, Unit "C"
Subdivision per Declaration of Restrictions:

Below are Typical Sections for the grade on each lot line; one for lots with frontage on Lake Grasmere and one for the off-water lots.

The house is to be built so that the floor will be at least 16" above the crown of the road. Driveways are to be straight line from the garage floor to the edge of the pavement with a side slope of about 2" for a 16' width to the side that is nearest a property line.

The street edge should be sloped slightly towards the house for 4' to 6' to get the water to flow to the side swales in both directions from the driveway. The sod should be laid below the edge of drives and roadway. All drainage is to be away from the house, sloping to the lot line grades at the sides, to the street slight swale in front, and to the waterway or drainage swale in the rear. The owner may vary the front and rear configurations but the side drainage must not be changed. As the side slope is basically 1%, this grade plan is to provide maximum rain water absorption.



Note: Language to be added is underlined and language to be deleted is ~~struck through~~.

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ISLAND PARK WOODLANDS HOMEOWNERS ASSOCIATION, INC., a non-profit Florida corporation, being the homeowners' association of Island Park Woodlands, Unit "C", a Subdivision located in Section 12, Township 46 South, Range 24 East, Lee County, Florida, makes the following Declaration of Restrictions covering Unit "C" of Island Park Woodlands as recorded in Plat Book 34 at Pages 16-18, public records of Lee County, Florida, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deraigning title to the above described real property. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future holders of the real property.

~~RESIDENTIAL USE. To insure a fine residential neighborhood, no building shall be erected or altered nor shall any major improvement including small additions such as utility rooms which additions must be attached to the building, and including docks be made to the lot(s) until a complete site plan and working drawings are submitted to and approved in writing by Island Park Corporation. When Island Park Corporation no longer owns any lots in the above described Unit, approval in writing shall be secured from the lot owners adjacent to the lot which is the subject of improvement. Such approval or disapproval can be based on any ground including aesthetic conformity.~~

1. **SINGLE DWELLING.** Only one detached single family dwelling shall be erected on each lot for residence by one private family. This shall not prevent an owner of a dwelling from renting said property for residential use.
2. **DIVISION OF LOTS.** No lots shall be subdivided except to be added, in whole or in part, to an adjoining lot or lots.
3. **SETBACK LINES.** Minimum building setbacks from lot boundaries shall be in accordance with specifications for the County of Lee.
4. **SQUARE FOOT AREA.** Residences shall contain a minimum of 1200 square feet of living area exclusive of breezeways, porches, patios, garages, or carports.
5. **GRADING PLAN.** The grading plan shown on Page 4 of this Declaration is made part hereof and must be adhered to when the lot is prepared for construction of a residence.
6. **CONSTRUCTION COMPLETION.** When construction of a residence or any other major improvement is begun, it shall be substantially completed within six months.
7. **GARBAGE CONTAINERS, SERVICE TANKS.** All garbage containers, oil, water and gas tanks and all miscellaneous residence maintenance items (lawn mowers, tools, etc.) shall be neatly kept and shall be placed so as to be inconspicuous as possible.

~~8. — MAINTENANCE. Upon completion, buildings and landscaping shall be maintained in a like new condition.~~

~~9. — BOAT DOCKS. Boat docks shall be constructed parallel to the shore line and shall not extend over five feet into a canal from the mean high tide line.~~

~~10. — TEMPORARY STRUCTURES. Temporary structures of any kind (utility shed, tent, etc.) shall not be placed nor permitted on any lot.~~

~~11. — TREES, HEDGES, FENCES. Lee County Subdivision regulations requiring two trees in the front yard shall be adhered to in installing the landscaping. No hedges, fences or substantial wind barriers shall be permitted to extend above four feet from ground level. No chain link fences are permitted on the lots fronting on the Lake. Chain link fences are permitted only around the back yards of off water lots.~~

~~12. — LAWNS. All lawns shall be considered to extend to the street pavement. Lots shall be kept mowed and free of underbrush and debris. If this covenant is not observed, Grantor may enter upon said premises and make corrections at the expense of the owner(s).~~

~~13. — ANTENNAS. No aerial or antenna shall be placed or erected upon any lot nor affixed in any manner to the exterior of any building without the written approval of Grantor.~~

~~VEHICLES. Only passenger cars may be parked on driveways. House trailers are not allowed to be parked in the area. Boats on trailers may be parked on the garage side of the house or in the rear of the house. Pick up trucks and small vans must be parked inside the garage (out of sight).~~

~~AMENITIES. Amenities provided by the Developer (Grantor) are the property of all the lot owners and it is the owners' responsibility to maintain them — including the two protective arches for the boat ramp. The waterway leaving the ramp is classed as navigable; however, the Developer (Grantor) has no responsibility pertaining to the condition of the waterway such as submerged objects or water depths.~~

~~14.8. CLOTHES DRYING. Outdoor clothes drying shall be permitted only in the rear yard and no permanent outdoor clothes lines shall be installed.~~

~~15.9. PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they do not constitute a nuisance. Dogs are not permitted or allowed to stray, run, go, or in any other manner be at large in or upon any street, recreational area or on private property of others without the express or implied consent of the owner(s) of such property.~~

~~NUISANCES. No unlawful, improper or immoral use shall be made of any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.~~

~~16.10. TRASH BURNING. No incineration or burning of trash and garbage shall be permitted.~~

~~SIGNS. No sign of any kind shall be displayed on any lot except for one sign not more than five square feet in size advertising a lot or home for sale or such signs as are customarily used by a builder and developer to advertise the property during the construction and sales period.~~

~~17.11.~~ CENTRAL SEWER, WATER SYSTEM. Grantor reserves the right to install a central water and/or sewer system and if said system or any part thereof is installed, the owners hereby agree to use said system exclusively and to pay a reasonable charge for connection to said system as well as for such service.

~~18.12.~~ RIGHTS OF GRANTOR. Grantor reserves the right to itself, its agents, employees or its contractors or subcontractors to enter upon the land covered by these covenants for the purpose of installing any sewer or water lines. Grantor agrees to restore said property to its condition at the time of such entry and shall have no further obligation to the Grantee.

~~19.13.~~ VALIDITY OF COVENANTS. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of 10 years unless an instrument signed by all of the then owners of the lots has been recorded agreeing to change the restrictions in whole or in part.

~~20.14.~~ ENFORCEMENT. Enforcement shall be by action at law against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. Failure to enforce any of the foregoing restrictions shall not be deemed a waiver of the right to do so thereafter.

At the time Island Park Corporation no longer owns any lots in the hereinabove described Unit, the Corporation shall have no right nor obligation to enforce these restrictions. These covenants shall run with the land and any lot owner may enforce these restrictions.

15. INVALIDATION. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

21.16. These Restrictions may be amended by the affirmative votes of a 2/3 majority of the members voting interest at any regular or special meeting of the Association, provided that notice of such amendment or amendments and the nature thereof shall have been given to the members of the Association at least fourteen (14) days prior to the date of the meeting, at which such amendment or amendments are to be presented for consideration.