

PREPARED BY:  
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**CERTIFICATE OF RECORDATION OF AMENDED AND RESTATED  
DECLARATION OF COVENANTS & RESTRICTIONS  
FOR  
ISLAND ACRES ASSOCIATION, INC.**

THE UNDERSIGNED being the President and Secretary of ISLAND ACRES ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amended and Restated Declaration of Covenants & Restrictions, originally recorded in Official Records Book 2830, Page 0863 *et. seq.*, of the Public Records of Lee County, Florida, were duly approved, adopted and enacted by the affirmative vote of the required percentage of owners at a meeting called for that purpose at which a quorum was present held on the 16th day of June, 2022. It is the intent of this Certificate of Recordation to also serve as a preservation of the covenants, conditions and restrictions, as amended and/or supplemented from time to time, pursuant to Section 712.05(2)(b), Florida Statutes.

Dated this 30 day of ~~June~~, 2022.  
*Aug.*

WITNESSES:

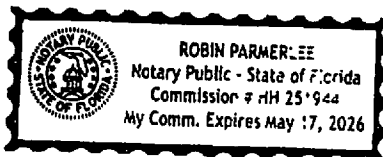
(Sign) *[Signature]*  
(Print) Robin Parmelee  
(Sign) *[Signature]*  
(Print) Roseann Pecorelli

ISLAND ACRES ASSOCIATION, INC.

BY: *[Signature]*  
President of the Association  
Print: Janet Barron Seile

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 30 day of Aug. by Janet Barron Seile as President of Island Acres Association, Inc., who is personally known to me or produced FL Drivers Lic. as identification and did/did not take an oath.



NOTARY PUBLIC:  
*[Signature]*  
STATE OF FLORIDA (SEAL)  
My Commission Expires:

WITNESSES:

(Sign) [Signature]

(Print) ROBIN Parmaleo

(Sign) [Signature]

(Print) Roseann Pecorelli

ISLAND ACRES ASSOCIATION, INC.

BY: [Signature]

Secretary of the Association

Print: Bonnie J. Potter

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 30 day of Aug. by Bonnie Potter as Secretary of Island Acres Association, Inc., who is personally known to me or produced FL Drivers Lic. as identification and did/did not take an oath.

NOTARY PUBLIC:

[Signature]

STATE OF FLORIDA (SEAL)

My Commission Expires:



1 **AMENDED AND RESTATED DECLARATION OF COVENANTS & RESTRICTIONS**

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3  
4 THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND  
5 RESTRICTIONS (DECLARATION), made this 30 day of August 20  
6 22, by the MEMBERS of the ISLAND ACRES HOMEOWNERS ASSOCIATION  
7 (ASSOCIATION), which declares it is the owner of real property (COMMON AREAS)  
8 described as Tracts B, C, D, E and F, platted and recorded as ISLAND ACRES  
9 (SUBDIVISION) in Plat Book 59, Pages 72-74 (PLAT) in the Public Records of Lee  
10 County, Florida. Included in the PLAT are thirty-one (31) privately owned single-family  
11 lots (LOTS). Said LOTS and COMMON AREAS as described in the PLAT shall be held,  
12 transferred, sold, conveyed, and occupied subject to this DECLARATION. The purpose  
13 of this DECLARATION is to update and rewrite it, in its entirety, in accordance with current  
14 Florida State Statute 720 and County laws and regulations governing homeowner  
15 associations, and to update the standardized guidelines for the use of the LOTS and  
16 dwellings, the COMMON AREAS, and actions required by both the ASSOCIATION and  
17 the OWNERS in the SUBDIVISION.

18 KNOW ALL PERSONS BY THESE PRESENTS that on June 3<sup>rd</sup>, 1997, the original  
19 DECLARATION was recorded in Official Record Book 2830, at Page 863 *et seq.*, of the  
20 Public Records of Lee County, Florida. That DECLARATION, as it has previously been  
21 amended, is hereby further amended and is restated in its entirety, as amended.

22 No additional land is being added by this instrument and no land is being removed by this  
23 instrument. The covenants, conditions and restrictions contained in this DECLARATION  
24 shall run with the land and be binding upon and inure to the benefit of all present and  
25 future OWNERS. The acquisition of title to a LOT or any other OWNERSHIP interest in  
26 the SUBDIVISION, or the lease, occupancy or use of any portion of a LOT or the  
27 SUBDIVISION, constitutes an acceptance and ratification of all provisions of the  
28 DECLARATION as amended from time to time, and an agreement to be bound by its  
29 terms.

30 **I. DEFINITIONS & RESPONSIBILITIES**

31 A. ARCHITECTURAL REVIEW BOARD shall mean and refer to the ASSOCIATION'S  
32 duly appointed committee that is responsible for administering and performing the  
33 architectural review and approval functions of the ASSOCIATION.

34 B. ASSOCIATION shall mean and refer to the ISLAND ACRES ASSOCIATION, INC.,  
35 a Florida Corporation, not-for-profit. Copies of the Articles of Incorporation  
36 (ARTICLES) and By-Laws (BYLAWS) of the ASSOCIATION, are attached hereto  
37 and made a part herein as Schedules A and B.

- 1 C. BOARD shall mean and refer to the duly elected officers of the ASSOCIATION  
2 which manage the affairs of the ASSOCIATION. The officers (their election, term  
3 of office and responsibilities) are more fully defined in the ARTICLES.
- 4 D. COMMON AREAS shall mean and refer to all real and personal property, which  
5 the ASSOCIATION owns, for the common use and enjoyment of MEMBERS. Said  
6 COMMON AREAS, as more fully described in the PLAT, include Tracts B and C  
7 (Buffer Areas), Tract D (Conservation Area wetland), Tract E (Lake) and Tract F  
8 (right of way, private roads), roadway pavement, signage, easement rights for  
9 utility access, wall, gate, roadway surface, drainage features (swales, inlets, pipes,  
10 etc.) and nature trail.
- 11 1. Real property is defined as land plus buildings or structures that are attached to  
12 the land. Some ASSOCIATION examples include but not limited to the wall,  
13 gate, landscaping and signs.
- 14 2. Personal property is defined as items owned that are not attached to the land.  
15 Some ASSOCIATION examples include but not limited to the benches and  
16 tables along the Nature Trail.
- 17 E. GOVERNMENTAL REQUIREMENTS: The ASSOCIATION shall adhere to  
18 requirements of the South Florida Water Management District (SFWMD) Permit  
19 No. 36-01968-S and as may be amended, and Lee County RPD Zoning Resolution  
20 Z-95-027 (RESOLUTION) as may be amended.
- 21 F. Homeowner Association Documents (DOCUMENTS) shall mean and be referred  
22 to as:
- 23 1. ARTICLES, which are the Articles of Incorporation of the ASSOCIATION,  
24 BY-LAWS which are the By-Laws of the ASSOCIATION and DECLARATIONS  
25 which govern the use and restrictions of the LOTS and COMMON AREAS in the  
26 SUBDIVISION.
- 27 a. Prospective LOT purchasers of vacant or improved LOTS may obtain an  
28 electronic copy of the current ARTICLES, the BY-LAWS and the  
29 DECLARATIONS from the seller. An electronic copy of each of the said  
30 DOCUMENTS shall be provided, at no cost, to new LOT OWNERS upon  
31 transfer of title to the LOT. Paper copies of the said documents may be  
32 obtained upon payment of the cost of the material and labor required for  
33 reproduction.
- 34 b. OWNERS are required to notify the BOARD when they list their LOT for  
35 sale and to provide copies of the said DOCUMENTS to their Selling  
36 Agent.

- 1 G. LOT shall mean and refer to any parcel in the SUBDIVISION, together with any  
2 and all improvements thereon, and identified as such on the PLAT, single-family  
3 LOTS 1-31 in the SUBDIVISION, whether vacant or occupied and unimproved or  
4 with improvements.  
5
- 6 H. MEMBER(S) shall mean and refer to the OWNER of a LOT, who has membership  
7 in the ASSOCIATION. A person or entity holding a security interest only in a LOT  
8 shall not be a MEMBER(S).
- 9
- 10 I. ON-SITE STORM WATER DRAINAGE: Each LOT shall be required to provide  
11 appropriate stormwater retention as required by the SFWMD permit, or as may be  
12 amended, for the SUBDIVISION and permits from the Lee County Permit Office.  
13 Permanent alteration to stormwater drainage areas, on LOTS or COMMON  
14 AREAS, is prohibited without prior approval from the SFWMD, Lee County Permit  
15 Office and the ARB. ARB approval is non-binding without documented proof of  
16 SFWMD and Lee County Permit Office approval.
- 17 J. OWNER shall mean and refer to a natural person(s), a corporation, a partnership,  
18 a trust or other entity(ties) which are not a natural person(s); holding title to a LOT.
- 19 1. Holding title to a LOT, or ownership, by a corporation, a partnership, a trust,  
20 or other entity(ties) which are not a natural person is intended to allow  
21 flexibility in estate, financial or tax planning and not to create circumstances  
22 allowing short-term transient accommodations for individuals or families  
23 which is prohibited regardless of the form of ownership.
- 24 2. A corporation, a partnership, a trustee or other entity(ties) as a Lot OWNER  
25 shall be conditional upon the designation by the OWNER or one (1) natural  
26 person to be the voting MEMBER. Designation of the said voting MEMBER  
27 shall remain in effect until changed. If the voting MEMBER is changed, it is  
28 their responsibility to inform the BOARD of the said change prior to any  
29 upcoming vote on ASSOCIATION matters:
- 30 3. Each OWNER of a LOT which is currently owned in one of the forms of  
31 ownership stated in this DECLARATION in Section I.J, shall designate a  
32 voting MEMBER in writing to the BOARD within thirty (30) days of the  
33 effective date of this DECLARATION. The OWNER may choose to  
34 designate one, subject to approval by the BOARD. Tenants are prohibited  
35 from being designated as a voting MEMBER.  
36

- 1           4. The designated voting MEMBER shall have the right to cast votes on behalf  
2           of the LOT OWNER in the same manner as a natural person(s), which is  
3           one (1) vote per LOT as stated in this DECLARATION in Section III.B.
- 4           K. RIGHT OF WAY: The Right of Way (R/W) is an internal sixty (60) foot wide tract of  
5           land, measured at thirty (30) feet each side of centerline, that runs along the front  
6           of each LOT and some COMMON AREAS. The R/W includes the twenty-two (22)  
7           foot wide paved private roads known as Island Acres Court and Treasure Lake  
8           Court, which are Tract F in the PLAT. Located within the R/W are a variety of  
9           community utilities such as: storm drains and pipes, public utilities (water, electric,  
10          telephone, internet, and cable TV) and other utilities that may be desired by the  
11          ASSOCIATION or MEMBERS in the future.
- 12          L. SEWER SERVICE: Each LOT is served by a private, individual, on-site septic  
13          system, which shall be designed, approved, and maintained in accordance with  
14          current Florida Department of Health and Lee County regulatory requirements. In  
15          keeping with these regulatory requirements, it is recommended that OWNERS  
16          have their septic system pumped out and inspected every three to five (3-5) years  
17          to help prevent environmental harm to the ASSOCIATION drainage system or  
18          Lake.
- 19          M. SUBDIVISION shall mean and refer to all real property which is subject to this  
20          DECLARATION, and as described in the PLAT.
- 21          N. UTILITY EASEMENTS: As described in the PLAT, these are easements  
22          exclusively for placement and maintenance of public utilities such as: storm drains  
23          and pipes, water, electric, telephone, internet, cable TV, and other utilities that may  
24          be desired by the ASSOCIATION or MEMBERS in the future.
- 25                  1. Access to TRACT E (Lake) or the Nature Trail through UTILITY  
26                  EASEMENTS is prohibited.
- 27                  2. Alteration to UTILITY EASEMENTS is prohibited without prior approval from  
28                  the ARB and obtaining approval from any affected utility companies. ARB  
29                  approval is non-binding without documented proof of the affected utility  
30                  companies' approval.
- 31          O. WATER SERVICE: Potable water service for LOTS is provided by the Greater Pine  
32          Island Water Association (GPIWA) or its successor. GPIWA owns and maintains  
33          a central waterline that lies within the R/W. OWNERS are required to hook up to  
34          the GPIWA waterline for potable water use. The cost for the initial hookup and  
35          ongoing usage is the responsibility of the OWNER. With ARB approval, OWNERS

1 may install a private well for an irrigation system for their LOT, in accordance with  
2 applicable State of Florida and Lee County regulatory requirements.

3 1. The SUBDIVISION Lake on Tract E shall not be a source of water for  
4 irrigation.

5  
6 2. ARB approval is non-binding without documented proof of the appropriate  
7 regulatory agency approval and any conditions made a part of said  
8 approval.

9 P. WETLAND CONSERVATION EASEMENT: A wetland conservation easement  
10 encumbers Tract D in the PLAT. Any activity which may cause disturbance to or  
11 interfere with Tract D in its wetland function is prohibited, unless approved by a  
12 permit obtained from the appropriate Federal, State or County regulatory authority.

13 Q. WRITINGS, SUBMISSIONS, COMMUNICATIONS: Unless otherwise specifically  
14 stated all writings, submissions, or communications, described in this  
15 DECLARATION, shall be signed and dated, and may be delivered in either hard  
16 copy or electronic format.

17 **II. PROPERTY RIGHTS**

18 A. Every OWNER shall be a MEMBER of the ASSOCIATION. Every MEMBER of the  
19 ASSOCIATION shall have the right of quiet enjoyment of their LOT and the right  
20 to use COMMON AREAS subject to the following:

21  
22 1. All provisions of this DECLARATION, the ARTICLES, the BY-LAWS and  
23 the PLAT, or as they may be amended.

24  
25  
26 2. MEMBERS may have their right to use COMMON AREAS suspended for  
27 violations of this DECLARATION or for non-payment of an Annual  
28 Assessment (also known as Homeowner's Annual Fee), a Special  
29 Assessment, fines for violations of these DECLARATIONS or  
30 ASSOCIATION expense to correct said violations. Suspension of said use  
31 shall be reinstated upon full payment of said obligations. Notice of  
32 suspension and reinstatement shall be in accordance with Florida Statutes.

33  
34 a. Suspension of use of COMMON AREAS shall include a  
35 MEMBER'S tenants, guests or invitees.

1                   b. Suspension of use of COMMON AREAS shall not apply to that  
2                   portion of the COMMON AREAS used to provide access or utility  
3                   service to the MEMBER'S LOT.

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5   **III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

6           A. MEMBERSHIP: An OWNER shall be granted automatic MEMBERSHIP in the  
7           ASSOCIATION upon taking fee simple title to a LOT. MEMBERSHIP runs with a  
8           LOT, regardless of the number of persons or entities holding a title, whether that  
9           interest is divided or undivided.

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11          B. VOTING: Every MEMBER shall have the right to vote on matters of the  
12          ASSOCIATION, not otherwise delegated to the BOARD or duly appointed  
13          Committees. Voting by MEMBERS shall be one (1) vote per LOT.

14  
15          C. MEMBER'S voting rights may be suspended for nonpayment of any fee, fine,  
16          or other monetary obligation due the ASSOCIATION that is more than ninety  
17          (90) days delinquent. The said suspended voting rights shall be subtracted from  
18          the total number of voting rights allocated in the ASSOCIATION and shall  
19          reduce the percentage or number of voting interests necessary: to constitute a  
20          quorum, to conduct an election, or to approve an action under this  
21          DECLARATION.

22  
23   **IV. COVENANTS FOR MAINTAINING ASSESSMENTS**

24          A. The ASSOCIATION shall make, levy, and collect assessments made against  
25          LOTS.

26  
27          B. LIABILITY FOR PAYMENT: At the time a duly approved assessment is made by  
28          the ASSOCIATION against a LOT, the OWNER shall pay to the ASSOCIATION  
29          the amount assessed by the date due. If the assessment is not paid by the date  
30          due, additional charges may be added to include interest charged at the  
31          maximum rate allowable by law, from the date due until date paid in full, and  
32          other lawful expenses incurred by the ASSOCIATION in collecting delinquent  
33          assessments.



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C. LIENS: There shall be at all times a lien, charge, or encumbrance (ASSESSMENT LIEN) against a LOT, for the unpaid balance of an approved assessment, interest and other lawful collection expenses, in favor of the ASSOCIATION. Each person or entity acquiring a LOT, whether by deed, operation of law or otherwise shall do so subject to the unpaid balance of the ASSESSMENT LIEN encumbering that LOT. The ASSESSMENT LIEN shall be subordinate to the lien of any government, imposed tax or assessment, or any lawfully recorded, institutional mortgage encumbering the LOT.

D. An institutional mortgage is defined as a mortgage owned by any State or Federally regulated bank or savings and loan association, or any government regulated life insurance company. Any institutional first mortgagee in possession, a receiver, or purchaser at a foreclosure sale of an institutional first mortgage, or an institutional first mortgagee that has acquired title by deed in lieu of foreclosure, and the successors or assigns of any such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected through enforcement of the ASSESSMENT LIEN against a LOT, by reason of this section shall be deemed a assessment divided equally among, payable by, and an ASSESSMENT LEIN against all LOTS subject to assessment.

E. ANNUAL ASSESSMENT: During its annual budget meeting the BOARD shall fix the annual assessment or Homeowner's Fee (HOA FEE), which shall be in an amount determined in accordance with the projected annual financial needs of the ASSOCIATION, as to which decision of the BOARD shall be dispositive. The BOARD shall provide written notice of the budget meeting to all MEMBERS of the ASSOCIATION. Immediately after the budget meeting, individual bills for the assessment shall be mailed (1<sup>st</sup> class US mail delivery service or equivalent) to the MEMBERS.

F. PRO RATA SHARE OF ASSESSMENTS: The common expenses of the ASSOCIATION shall be allocated on the basis of the thirty-one (31) LOTS shown in the PLAT.

G. UNIFORM RATE OF ASSESSMENT: All HOA FEES and special assessments shall be divided into an equal and uniform rate for each of the thirty-one (31) LOTS shown in the PLAT.

H. SPECIAL ASSESSMENT FOR MAJOR REPAIRS AND CAPITAL IMPROVEMENTS:

1           1.The BOARD may levy a special assessment, applicable to that year only, for  
2           the purpose of paying in whole or in part the cost of repairing or replacing a pre-  
3           existing COMMON AREA real, or personal, property item, that is determined by  
4           the BOARD to be in need of imminent maintenance repair. A special assessment  
5           shall require the informed consent of two-thirds (2/3) of the MEMBERS who vote  
6           (in person, or by mail, or by proxy) at a meeting duly called for that exclusive  
7           purpose of said meeting, and notice of said meeting shall be mailed (1<sup>st</sup> class US  
8           mail, pre-paid delivery service or equivalent) to each MEMBER at least thirty (30)  
9           days in advance.

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11           2.The BOARD shall not have the power or authority to levy any assessment  
12           (annual or special) to pay for the cost of making any new addition or improvement,  
13           to the COMMON AREAS real, or personal, property without the consent of two-  
14           thirds (2/3) of the MEMBERS who vote, (in person, or by mail, or by proxy) at a  
15           meeting duly called for that exclusive purpose of said meeting, shall be mailed  
16           (1<sup>st</sup> class US mail, pre-paid delivery service or equivalent) to each MEMBER at  
17           least thirty (30) days in advance.

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19   **V. EXTERIOR ASTHETIC & ARCHITECTURAL CONTROL**

20           A. The intent of this section is to establish and maintain consistency of the exterior look of  
21           real property site improvements on all LOTS within the SUBDIVISION; consistency being  
22           defined as in agreement, harmony, and compatibility with existing site improvements. This  
23           section also establishes an objective process for obtaining approval, and appeals to denials,  
24           for proposed exterior site improvements on LOTS.

25           B. ARCHITECTURAL REVIEW BOARD The Architectural Review Board (ARB) shall  
26           consist of three (3) MEMBERS in good standing with the ASSOCIATION, each of whom shall  
27           be appointed by and serve at the pleasure of the BOARD. Decisions of the ARB shall be by  
28           majority vote. The BOARD may appoint either a temporary or permanent replacement in the  
29           case of emergency, conflict of interest, prolonged or temporary absence of an ARB member.

30  
31           1.Definition of good standing shall include payment in full of all financial obligations  
32           due the ASSOCIATION and no open or pending complaints of alleged violations  
33           of this DECLARATION.

34           2.The BOARD shall appoint an ARB within thirty (30) days of the  
35           ASSOCIATION'S Annual Meeting.

1           3. As noted below, the BOARD is the final adjudicator of the appeals  
2           process by an OWNER for denial from the ARB; therefore, no BOARD  
3           member shall be permitted to serve concurrently as an ARB member. In  
4           the event no ARB is constituted the BOARD as a whole shall serve in  
5           place of the ARB. nor shall the BOARD as a whole be permitted to serve  
6           in place of, or on behalf of the ARB.

7           C. ARB APPROVAL LIMITATIONS: ARB approval is strictly limited to  
8           maintaining consistency and compatibility of exterior improvements within the  
9           SUBDIVISION and in conjunction with this DECLARATION. ARB approval shall  
10          not supplement, override or be in lieu of any functionality, safety or compliance  
11          with any governmental laws, codes, permits or regulations. OWNER(S) are  
12          responsible to obtain whatever easements, permits, licenses and governmental  
13          approvals that are required for exterior improvements to their LOT. ARB approval  
14          does not supersede government regulated variances, exceptions or deviations  
15          from any setback or other use or building restrictions. Compliance with applicable  
16          building codes, permits and approved plans is the sole responsibility of the  
17          OWNER(S).

18          D.EXTERIOR AESTHETIC CONTROLS: Except as may be required by a  
19          Federal, State or County law, code or regulation, no exterior improvement of any  
20          kind shall be erected, placed, maintained, or replaced on a LOT, unless approved  
21          in writing and in advance, by the ARB. Examples of prohibited exterior  
22          improvements may include, but are not limited to buildings, fences, walls, signs,  
23          paving, parking areas, building additions or alterations, and free standing: screen  
24          enclosures, pools, sheds, structures, garages, ground mounted solar panels or  
25          antennas, satellite dishes greater than forty (40) inches in diameter or permanent  
26          playground equipment.

27                1. ARB approval does not supersede, and is non-binding without  
28                documented proof of, the appropriate Federal, State or County  
29                regulatory agency approval and any conditions made a part of said  
30                approval.

31                2. Exceptions that do not require ARB review and approval are exclusively  
32                limited to: repairs or replacement of exterior improvements that do not  
33                increase the foot print or elevation of an existing structure, such as  
34                windows, doors, paint, roof coverings, screen enclosures, pool  
35                resurfacing; and use of previously approved materials and  
36                improvements, as evidenced by materials and improvements currently  
37                existing on other LOTS.

1 E.The process for obtaining ARB approval or appealing denials of any new  
2 dwellings, exterior improvements, alterations, or additions to a LOT, shall be as  
3 follows:

4 1. The OWNER shall submit a completed plan or detailed illustration of the  
5 proposed improvement that has been signed or sealed by an  
6 appropriately licensed engineer, architect, or contractor, to the ARB. An  
7 OWNER may also submit a written description, plan, or illustration of a  
8 noncomplicated proposed improvement, under their signature.  
9

10 2. The ARB shall acknowledge receipt of the submission upon delivery and  
11 has up to thirty (30) days from receiving all application documents it may  
12 require, in its sole discretion for review and consideration. After review  
13 the ARB shall return a written notice of approval, or an approval with  
14 conditions, a request for additional information, or rejection. Failure of  
15 the ARB to act upon a request within the allotted 30-days shall be  
16 deemed as approval by default.

17 3. Any additional re-submissions, clarifications, or appeals to rejections  
18 follows the process stated in 1 & 2 immediately above.

19 4. If after two (2) appeals to a rejection of a specific item are denied by the  
20 ARB, the OWNER may request an appeal meeting with the BOARD.  
21 Both the ARB and OWNER shall each present their case to the BOARD.  
22 The BOARD upon hearing all information will render a written decision  
23 within thirty (30) days; said decision shall be final.

24

25 VI. RESTRICTIONS

26 A. The intent of these RESTRICTIONS is guided in part by State and County laws  
27 and regulations; giving the BOARD a set of standardized and objective options  
28 to enforce and correct violations of this DECLARATION.  
29

30 B. Formal complaints of alleged violations may be initiated by either the BOARD  
31 or MEMBERS. However, formal complaints are a serious matter in a small  
32 community of neighbors, whose actions and interactions affect each other.  
33 Therefore, it is encouraged, but not required, to consider talking between  
34 neighbors to resolve concerns before initiating a formal complaint process with  
35 the BOARD.  
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1 C. The formal process to address complaints of alleged violations, shall be as  
2 follows:

3  
4 1. Complaint shall be delivered to the BOARD President with a copy to the  
5 Vice President. Complaints are defined as being a written statement by  
6 the person (Complainant) initiating the complaint, to include a  
7 description of the alleged violation and any informal attempts to resolve  
8 the matter, if attempted. Verbal or anonymous complaints shall not be  
9 considered.

10 2. Within seven (7) days receipt of the complaint, the President or Vice  
11 President shall distribute it to the BOARD. Within fourteen (14) days after  
12 receipt of the complaint by the full BOARD, the BOARD shall meet to  
13 determine if there is cause for the complaint. If there is a finding of no-  
14 cause, the BOARD shall respond to the Complainant in writing, stating  
15 the reason for its finding. The Complainant may appeal a finding of no-  
16 cause at the next regularly scheduled BOARD meeting. BOARD initiated  
17 complaints and subsequent finding of no cause shall be documented  
18 and made a part of the next scheduled BOARD meeting minutes.

19 3. If there is a finding of cause, the BOARD shall appoint a Representative  
20 to contact the OWNER in question (by whatever means are reasonable)  
21 to discuss the matter, develop a corrective plan and agree on a schedule  
22 of corrective action not to exceed thirty (30) days. The Representative  
23 will document the results of the meeting, the corrective plan, and the  
24 schedule in writing to the BOARD. If the original deadline for completing  
25 the corrective plan cannot be met, the OWNER is obligated to contact  
26 the Representative to show cause for and request an extension. The  
27 Representative, at their discretion, may extend the schedule no more  
28 than fourteen (14) days. The Representative shall document the  
29 amended schedule in writing to the BOARD.

30 4. If the corrective plan is not complete within the original or amended  
31 schedule the BOARD shall send a formal written notice to the OWNER  
32 via 1<sup>st</sup> class US mail delivery service, verified return receipt or  
33 equivalent. The notice, defined as a thirty (30) day DEMAND letter, shall  
34 describe the violation, document the efforts to resolve the matter and  
35 direct the OWNER to correct the violation within thirty (30) days of receipt  
36 of the DEMAND letter. The DEMAND letter will also put the OWNER on  
37 notice that if the violation is not corrected the BOARD at its discretion  
38 may exercise several options, including, but not limited to: file a notice  
39 of complaint with the appropriate State or Local government regulators  
40 to investigate and resolve the violation, assess a fine not to exceed

1 \$100.00 per day, per violation, until the violation is corrected, hire a  
 2 licensed contractor to correct the violation and bill the OWNER for the  
 3 expense, file an action under Florida Statute Chapter 720  
 4 HOMEOWNERS' ASSOCIATION, *Part I, General Provisions §720.3015*  
 5 *or as may be amended*, or other such legal action as may be necessary  
 6 and lawful.

7 D. Any activity or nuisance occurring on COMMON AREAS or LOTS that may be  
 8 a violation of applicable State and local government Codes and this  
 9 DECLARATION are prohibited. Alleged activities and nuisances considered in  
 10 violation may include, but not limited to:

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| <ul style="list-style-type: none"> <li>* Overgrown grass (not to exceed 12-<br/>inches in height,</li> <li>* Trash and nuisance debris</li> <li>* Inoperable, unlicensed, abandoned<br/>vehicles</li> <li>* Building without a permit or expired<br/>permits</li> <li>* Zoning violations/Illegal land use</li> <li>* Inadequate building or LOT<br/>maintenance</li> <li>* Dogs (barking, abused, stray, loose,<br/>feces)</li> <li>* Use of continuous loud, abusive or<br/>profane language that interferes with<br/>quiet enjoyment of COMMON AREAS<br/>or LOTS</li> </ul> | <ul style="list-style-type: none"> <li>* Landscaping non-compliance</li> <li>* Failure to follow tree protection<br/>regulations</li> <li>* Invasive exotic plants</li> <li>* Noise or noxious odors</li> <li>* Septic Tank/Well problems</li> <li>* Hazardous Waste/Oil Spills</li> <li>* Displays of profane or obscene flags,<br/>signs</li> <li>* Storage of unauthorized material or<br/>items</li> <li>* Placement of lights that interfere with<br/>quiet enjoyment of the view of<br/>COMMON AREAS, LOTS or the Lake</li> <li>* Dumping abandoned material or<br/>debris on COMMON AREAS OR<br/>LOTS</li> </ul> |
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11

12 E. Only one-story, single-family residential dwellings, including additions or  
 13 exterior alterations, on a ground level foundation, shall be constructed on any  
 14 LOT in the SUBDIVISION.

15

16 1. New dwellings, additions or alterations shall be architecturally consistent  
 17 with existing dwellings in the SUBDIVISION. Allowable exterior wall finishes  
 18 include such hard surfaces as: stucco, plaster, and cement board siding.  
 19 Other hard surface materials may be approved by the ARB upon delivery  
 20 and review of samples and specifications of said material.

21 2. The minimum size of air conditioned (under air) living area, for a new  
 22 dwelling, shall not be less than 1,575 square feet. The minimum size of the  
 23 living area excludes; open porches, garages, and outdoor areas such as  
 24 lanais, patios, pools, and any other areas not under air.

1 3. All dwellings shall have an attached, enclosed garage, that meets the  
2 minimum space required to park two (2) passenger vehicles.

3 a. Open carports are prohibited.

4 b. Alteration or conversion of garage space into living area is  
5 prohibited.

6 c. Alteration, conversion, or use of a garage space for commercial  
7 purposes is prohibited.

8 d. Conversion of the garage space to accommodate a paint spray  
9 booth or permanent installation of a hydraulic lift is prohibited.

10 e. Garage door openings exceeding eight (8) feet in height are  
11 prohibited.

12 4. The under air, first-floor elevation of any new dwelling, alteration or  
13 addition shall not exceed two (2) feet above the minimum flood elevation  
14 requirement at the time a government building permit is issued.

15  
16 5. The maximum elevation of any addition or alteration shall not exceed five  
17 (5) feet above the height of the existing dwelling.

18 F. Third Party Contractual Work: Defined as work contracted by the  
19 ASSOCIATION for work to be performed on COMMON AREAS or an OWNER for  
20 work to be performed on their LOT, including but not limited to road work, utility  
21 upgrades, drainage areas, new construction, structural additions or alterations and  
22 site improvements. The intent of this section is to cause the ASSOCIATION and  
23 OWNERS who are undertaking construction activities to recognize that these  
24 construction activities affect both the Island Acres Community and individual  
25 Neighbors, therefore:

26 G. The ASSOCIATION and OWNERS and their respective contractors shall be  
27 held liable for payment to repair any damage to COMMON AREAS, other LOTS,  
28 or personal property owned by either the ASSOCIATION or other OWNERS that  
29 is caused by their contractors or is incidental to any work or project undertaken by  
30 an OWNER.

31 1. Refusal to repair or an ineffective repair (as documented by the  
32 ARB, the BOARD or other OWNERS) of said damage, or nonpayment  
33 for said damage, may be cause for the BOARD, on behalf of the  
34 ASSOCIATION or other OWNERS, to hire a contractor to repair the  
35 damaged items and levy an individual ASSESSMENT LIEN against  
36 the OWNER'S LOT and or to take legal action against the contractor.

- 1                   2. The ASSESSMENT LIEN or legal action against the contractor  
2 shall include, but not be limited to reasonable cost of repairs,  
3 attorney's fees, court costs and other reasonable and necessary  
4 expenses incurred by the ASSOCIATION or OWNER(S) seeking said  
5 enforcement.
- 6                   3. The ASSOCIATION'S or OWNER'S contractors shall be required  
7 to provide a Certificate of Insurance (COI), and a commercial  
8 automobile and worker's compensation insurance policies, naming  
9 the ASSOCIATION as an additional insured. The COI shall carry a  
10 general liability limit of no less than \$1.0 million, a commercial  
11 automobile policy with minimum limits of \$250,000/\$500,000 or  
12 \$500,000 Combined Single Limit (CSL) and a worker's compensation  
13 policy at the current limits required by the prevailing Florida State  
14 statute Limits of insurance described above shall be adjusted based  
15 on insurance industry standards and prevailing rates as may be  
16 changed from time to time. The COI shall be issued in all instances  
17 for:
- 18                   a. Construction activity that involves new construction,  
19 alteration, or repair of the ASSOCIATION'S COMMON  
20 AREAS.
- 21                   b. Construction activity that involves new home construction  
22 or structural additions that alter the existing footprint or  
23 elevation of an OWNER'S dwelling.
- 24                   c. Site work that alters the topography of COMMON AREAS  
25 or a LOT; including, but not limited to lake, driveways, pools,  
26 on-site drainage, excavation or fill, patios, septic systems,  
27 irrigation wells, approved free standing structures, roadway  
28 pavement, drainage features and the nature trail. In addition  
29 to the COI and insurance requirements above, the  
30 ASSOCIATION shall require its contractors to provide a  
31 performance bond in favor of the ASSOCIATION, for work on  
32 COMMON AREAS that has a contractual value in excess of  
33 \$10,000.00.
- 34                   4. Copies of the COI, automobile, worker's compensation and or a  
35 performance bond shall be delivered to the ASSOCIATION prior to  
36 ARB or BOARD approval of work described above.
- 37                   5. Compliance with ARB approval is the responsibility of the  
38 OWNER. The OWNER is responsible for their contractor's failure to



1 comply with the requirements of the ARB approval and the  
2 requirements of this DECLARATION.

- 3 a. Any change or deviations to plans or other documents,  
4 submitted to and approved by the ARB, is prohibited without  
5 first obtaining prior approval from the ARB.
- 6 b. Failure to obtain said approval may be cause for disapproval  
7 of the change and enforced compliance with the originally  
8 submitted, approved plans or other documents.

9 6.The OWNER shall require their contractor to maintain a respectful  
10 work site, at all times until the said contractual work is complete.  
11 Maintenance of a respectful work area includes, but is not limited to:

- 12 a. Regular maintenance of portable toilets, dumpsters, loose  
13 debris, material stockpiling and erosion control measures.
- 14 b. Upon notice of severe weather conditions from local weather  
15 sources, portable toilets, dumpsters, loose debris and building  
16 materials shall be removed or secured.
- 17 c. On a daily basis, roadway pavement to be kept clean of debris  
18 and dirt related to construction and the delivery of material.
- 19 d. Limit construction work and material delivery hours between  
20 7:30 AM to 5:30 PM, Monday thru Saturday. Work and material  
21 delivery is prohibited on Sunday and Federal/State Holidays.
- 22 e. Be respectful of Neighbors by not allowing workers to trespass  
23 or loiter on other LOTS, play loud music, use Neighbor's utilities  
24 without express permission, use loud and profane or obscene  
25 language.
- 26 f. Clean-up work site; removal of debris, tool, equipment,  
27 construction supplies, within ten (10) days upon completion of  
28 contract work.
- 29 g. Failure of the OWNER to comply with the requirement for a  
30 respectful work site may cause the BOARD to take actions that  
31 may include a combination of: a fine of \$100.00 per day per  
32 infraction until the matter is resolved and/or hire a third party to  
33 correct problems as an expense to the OWNER and/or a lien  
34 against their LOT.  
35

1 h. The process for resolving alleged violations of the said  
2 respectful worksite shall be the same as the process for filing  
3 formal complaints as stated above.  
4

5 H. Leases: Leasing of unimproved lots is prohibited. Leasing of a  
6 portion of a dwelling is prohibited. Sub-leasing of a dwelling is prohibited.  
7 Only Leasing of an entire dwelling is permitted.

8 1. Before Tenant occupancy the OWNER shall submit a completed  
9 Lease Application Packet (Application Packet) to the ASSOCIATION  
10 or its designee for BOARD review. The Application Packet shall be  
11 submitted to the BOARD or its designee no less than 30-days prior  
12 to the proposed date of occupancy.  
13

14 2.The Application Packet shall include written lease, fully executed  
15 by the OWNER and the responsible Tenant(s). For purposes of this  
16 DECLARATION, responsible Tenant(s) is defined as the  
17 individual(s) legally responsible to the OWNER under the terms of  
18 the written lease.

19 3.Background and credit check for the responsible Tenant(s), and a  
20 background check for all other person's, age eighteen (18) or older,  
21 intended as an additional occupant(s), dated no more than thirty (30)  
22 days from date of submittal. The background check shall be  
23 performed by the Management Company, if no Management  
24 Company, the background check shall be performed by Island Acres  
25 Board. For purposes of this DECLARATION, additional, other and/or  
26 intended occupant(s) are used interchangeably and are defined as a  
27 person(s) living in the leased dwelling under the care and  
28 responsibility of the responsible Tenant(s) regardless of age.

29 4.The names of all persons intended for occupancy, regardless of  
30 age. No person other than the intended occupants may reside in the  
31 dwelling for more than two (2) consecutive weeks, without first  
32 obtaining written BOARD approval as additional occupant(s).  
33 Approval of new occupant(s), age eighteen (18) or older, shall  
34 require a background check.

35 5.Term of the lease to be fixed at no less than six (6) consecutive  
36 months, nor more than twelve (12) consecutive months. More than  
37 two (2) leases during any twenty-four (24) consecutive month period  
38 are prohibited. New leases, or renewals shall be accompanied by a  
39 new application packet and shall include:

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6. A letter signed by the OWNERS and the responsible Tenant(s) acknowledging:

a. That they received, read, and agree to abide by this DECLARATION; and that the Owner is responsible for; the behavior of their Tenants and all other occupant(s), payment of any fines incurred by the Tenants or additional occupants for violations of this DECLARATION, and/or cost to repair damages to the COMMON AREAS or other LOTS caused by their Tenants and other occupant(s).

b. In the event that the OWNER is delinquent in payment of money due the ASSOCIATION, the ASSOCIATION in accordance with Florida Statute *Title XL REAL AND PERSONAL PROPERTY, Florida State Statute Chapter 720 HOMEOWNERS' ASSOCIATIONS, § 720.3085(8)* and as may be amended, shall demand that the Tenant pay their rental fee directly to the ASSOCIATION. The Tenant shall comply with the demand. After deducting the amount due, the ASSOCIATION will forward any remaining balance to the OWNER. This demand for payment may continue from month to month until all money due the ASSOCIATION by the OWNER is paid in full.

7. Leases shall be subordinated to any ASSESSMENT LIEN filed by the ASSOCIATION against the LOT, whether before or after said lease is fully executed.

8. Before occupancy by Tenant, the BOARD shall review the Application Packet. By a majority vote and may seek written advice and consent from the Property Management consultant and an attorney (both of whom shall be currently licensed to practice their area of expertise in the State of Florida), the Board of Directors shall confirm in writing, approval or disapproval, of the lease.

9. Disapproval of leases shall be made by the BOARD for good cause only if a majority of the whole Board so votes. If it is determined through the background investigation that the proposed Tenant's, or person's age eighteen (18) or older intended as an additional occupant(s), have been convicted of a felony in a competent court of law and their sentencing penalties imposed by the said court, have not been completed, the following felony convictions shall be cause for disapproval of a proposed lease:

a. Sexual assault, rape, stalking or human trafficking

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- b. Theft or embezzlement
- c. Arson or other destruction of property
- d. Violation of controlled substance statutes
- e. Conviction and registration as a sexual offender/predator
- f. Violation of these DECLARATIONS.
- g. A documented propensity to violate these DECLARATIONS based on experience with the prospective Tenant(s) or during previous occupancy as an OWNER, Tenant or as an additional occupant(s).
- h. Material misrepresentation on the initial or a subsequent Application Packet by the OWNER, the Tenant(s) or additional subsequent occupant(s) age eighteen (18) or older.
- i. The OWNER requesting the lease approval has outstanding fines which have not been paid and/or has outstanding assessment (annual or special) against the LOT.
- j. The person(s) seeking approval failed to provide information required to process Application Packet in the manner prescribed above.

10. If the BOARD disapproves a lease for good cause, the ASSOCIATION shall have no duty to purchase the LOT, furnish an alternate Tenant, pay for any loss of income or other perceived monetary damages claimed by the OWNER, and the proposed lease shall be deemed void.

11. Failure to give notice of any lease, entered into without notice in violation of this DECLARATION shall, at the option of the BOARD, be treated as a nullity, and the BOARD shall have the power to evict all lease occupants by summary proceedings.

12. Any lease or possession not authorized pursuant to the terms of this DECLARATION shall be voidable unless subsequently approved by the ASSOCIATION.

13. Confirmation or denial of tenancy by the BOARD shall be delivered in writing to the OWNER prior to occupancy. Delivery of confirmation or disapproval shall be mailed 1<sup>st</sup> class US mail, pre-paid delivery service or equivalent.

1 I. Vehicle parking in the R/W by OWNER'S or their overnight guests is prohibited.  
2 OWNER and overnight guest parking shall be on OWNER'S driveway. OWNER'S  
3 or their overnight guests may temporarily park on the R/W in front of the OWNER'S  
4 LOT due to construction or maintenance activities that temporarily obstruct their  
5 driveway.

6 1. OWNERS may request approval from the BOARD for special event  
7 parking (not to exceed eight (8) hours) on COMMON AREAS, and from the  
8 BOARD and other OWNERS on R/W that adjoins the said other OWNERS.  
9 Requests and approvals shall be in writing.

10 2. Contractor or service vendor parking (vehicles, equipment, and material)  
11 is permitted on the R/W, however said parking is limited to the frontage  
12 along the OWNER'S LOT. Permission for additional Contractor parking may  
13 be granted on the R/W in front of other LOTS with express written  
14 permission from that LOT OWNER and the BOARD, or on COMMON  
15 AREAS (not R/W) except the COMMON AREA along Island Acres Court as  
16 described on the Plat, from the gate until the beginning of Lot 31. with written  
17 permission from the BOARD. In all cases, Contractor parking is limited to  
18 the time required for the work to be performed.

19 J. Any combination of native vegetation and/or newly planted native plants shall  
20 be required over not less than 10% of a LOT. (The Lee County, Department of  
21 Community Development, Environmental Sciences is a starting place for a list of  
22 native plants.) The remaining cleared areas shall be seeded or sodded with  
23 residential lawn grass, mulched, stoned, or with similar existing ground cover on  
24 other improved LOTS.

25 K. The ASSOCIATION adheres to the current Lee County Land Development  
26 Code, and as may be amended, regarding invasive exotic plants. OWNERS shall  
27 maintain their LOTS free of invasive exotic plants. Currently the Lee County list of  
28 commonly named invasive exotic plants, include the following:

|                    |                     |                      |                                |                         |
|--------------------|---------------------|----------------------|--------------------------------|-------------------------|
| Air Potato         | Australian Pines    | Bishopwood           | Carrotwood                     | Cork Tree               |
| Weeping Fig        | Earleaf Acacia      | Java Plum            | Rosewood                       | Rose Apple              |
| Wedelia            | Cuban Laurel Fig    | Murray Red Gum       | Woman's Tongue                 | Old World Climbing Fern |
| Downey Rose Myrtle | Tropical Soda Apple | Melaleuca Paper Tree | Brazilian Pepper/Florida Holly | Japanese Climbing Fern  |

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L. LOTS: The MEMBERS of the ASSOCIATION desire to live in a community where each LOT and structure are generally consistent in matters of architectural style, appearance, maintenance and upkeep of dwellings, miscellaneous site improvements. To achieve its desired goal of community consistency, compatibility and value, the following standards have been adopted.

1. OWNERS shall be responsible for the cost to maintain their LOTS and shall maintain the same in accordance with Lee County regulations and these DECLARATIONS.

- a. LOTS regularly maintained, orderly and free of loose debris.
- b. Burning or incineration of debris or garbage on LOTS (or COMMON AREAS) is prohibited.
- c. Upon notice of severe weather conditions from official weather sources, OWNERS take all reasonable measures to secure personal property on their LOT that may be adversely affected by the said conditions.
- d. OWNERS not in residence during any portion of the time between June 1<sup>st</sup> and November 30<sup>th</sup> shall take all reasonable measures to secure personal property on their LOT, before leaving, that may be adversely affected by severe weather conditions.
- e. OWNERS suffering a casualty loss to their improvements, from the effects of damage caused by adverse acts of nature or other hazard, shall take all legal, reasonable, and timely measures to secure, repair, replace or remove the damaged improvements.
- f. Should an OWNER demonstrate steps to recover from casualty losses, all fines, penalties, and other financial enforcement options described for LOT violations in this DECLARATION are waived during the recovery period.

1 g. OWNERS remain responsible for annual and special assessments, and  
2 other provisions of this DECLARATION, including but not limited to ARB review.

3 2. Storage of items on unimproved LOTS, including but not limited to: vehicles of any  
4 type, trailers, boats, equipment, furniture, building materials or other personal property  
5 is prohibited.  
6

7 3.. Parking: Open parking on driveways is permitted for: privately owned passenger  
8 vehicles (automobiles, sport utility vehicles, motorcycles, pickup trucks and vans);  
9 government owned passenger vehicles (automobiles, sport utility vehicles, pickup trucks  
10 and vans) and vender service vehicles temporarily present on business to perform work.  
11

12 4, Open parking on driveways or LOTS of: boats, trailers, off road vehicles (ATVS and  
13 similar), lawn and garden tractors or mowers, construction equipment, non-passenger  
14 vehicles, trucks, vans, or commercial vehicles is prohibited.

15 a. Commercial vehicles are defined as bearing advertisement for goods or  
16 services (permanent or temporary displays), having or displaying a Federal or  
17 State commercial permit number or license plate, or vehicles with racks or framing  
18 specifically designed to carry equipment for commercial or business purposes.

19 b, Commercial vehicles typically classified as passenger vehicles (automobiles,  
20 sport utility vehicles, pickup trucks and vans), boats typically powered by motors,  
21 boat trailers, utility trailers, ATVS, golf carts, lawn and garden tractors or mowers  
22 and motorcycles can be parked within a closed garage.

23 c. Vehicle parking on LOTS, other than on driveways or in garages, is prohibited.

24 d., Vehicles parked on driveways shall be fully operational and have a current  
25 license plate tag.

26 e. Minor maintenance or repairs of permitted vehicles is allowed on driveways,  
27 provided that:

28 i. The vehicle is owned by the OWNER.

29 ii. The time needed to complete the maintenance or repair shall not exceed  
30 three (3) consecutive days or any six (6) days during a thirty (30) day period  
31 (not calendar month).  
32

33 f. Maintenance or repair of permitted vehicles is allowed in an enclosed garage,  
34 provided that:

35 i. The vehicle is owned by the OWNER.  
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1                   ii. The garage door is kept closed unless the OWNER is actively working  
2                   on the vehicle.

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4                   g. Boats typically powered by motors and recreational vehicles, including but not  
5                   limited to: motor homes, and campers (commonly referred to as fifth wheel, tag-  
6                   a-long or pop up) that cannot be parked inside an enclosed garage are prohibited.  
7                   Exceptions for temporary parking, in driveways are permitted for activities such  
8                   as cleaning, systems checks or trip preparation. This exception shall not exceed  
9                   three (3) consecutive days or any six (6) days during a thirty (30) day period (not  
10                   a calendar month).

11  
12   5. Lawn Equipment: For purposes of these RESTRICTIONS, lawn equipment is specifically  
13   designed for outdoor use and can be considered as either personal property which is  
14   temporarily placed and easily moveable by one or two people, or real property which is  
15   permanently put in place and is not intended to be moveable.

16  
17                   a. Personal property such as toys, play sets, and grills may be located in backyards for  
18                   day-to-day use.

19                           i. When not in active use, the said personal property items shall be cleared  
20                           from back yards and stored inside of approved spaces, such as garages  
21                           or screened enclosures.

22                           ii. The said personal property items may be used in front yards for times  
23                           not to exceed twenty-four (24) hours.

24                           iii. Temporary placement of tents and canopies in front or backyards, not  
25                           to exceed 48-hours, is permitted.

26                   b. Real property (such as pavilions, outdoor kitchens, firepits, seesaws, swings,  
27                   sandboxes) may only be placed in backyards. Permanent structures shall not obstruct  
28                   lake views and shall require ARB approval.

29                   c. Outdoor use of furniture and appliances designed for interior use is prohibited.

30                   d. Outdoor clotheslines are prohibited.

31  
32   6. Driveways: Driveways shall connect all LOTS from a garage to the roadway pavement in the  
33   R/W. Driveways are to be constructed of concrete (stamped, aggregate, stained or brushed  
34   finish), brick or other permanent hard surface material. Use of stormwater friendly surfaces is



1 encouraged but shall require ARB approval. Use of loose stone, sand or other such loose  
2 material is prohibited.

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4 7. Waterfront: The Waterfront of LOTS 7-25, on the main Lake (TRACT E of the  
5 SUBDIVISION) and the easement of record, on the secondary Lake (TRACT D of the  
6 SUBDIVISION) are encumbered by easements which place conditions on use.

7 a. Alteration of waterfronts is prohibited.

8 b. Exceptions for alterations may be considered by first obtaining approval from  
9 the ARB and then obtaining approval from the appropriate Federal, State or  
10 County regulatory agency. ARB approval is non-binding without documented  
11 proof of the appropriate Federal, State or County regulatory agency approval and  
12 any conditions made a part of said approval.

13 c. OWNERS shall permit reasonable access to governmental agencies for  
14 purpose of maintenance or water quality monitoring. The ASSOCIATION shall  
15 also have reasonable access for the same purposes; however, the  
16 ASSOCIATION shall provide at least a seventy (72) hour notice to the OWNER  
17 for access.

18  
19 i. Emergency access due to eminent failure of lake shorelines,  
20 removal of harmful debris or other hazardous conditions, is  
21 granted to the ASSOCIATION by this DECLARATION.

22  
23 ii. When exercising emergency access authority, the  
24 ASSOCIATION shall be responsible for the cost to repair or  
25 replace any damage caused to the OWNER'S property (real or  
26 personal).

27  
28  
29 8. Lake: The lake is part of the COMMON AREAS. The lake and lake views are important  
30 assets to each LOT and the SUBDIVISION as a whole.

31 a. Subject to the provisions following, in Section L.9., placement of any manmade  
32 temporary or permanent physical barrier, or any vegetative barrier, that completely  
33 obstruct lake views is prohibited.

34 b. OWNERS and their guests may use the lakes for passive recreational purposes such  
35 as fishing, canoeing, kayaking, paddle wheeling, paddle boarding or row boating.

36 i. Swimming is prohibited.

- 1                   ii. Only electric or solar powered motors shall be permitted for  
2                   mechanized vessels on the lake.  
3
- 4           c. Direct discharge of pool or spa water into the Lakes is prohibited.
- 5           d. Use of lake water for LOT or COMMON AREA irrigation is prohibited.
- 6 9. Fences: Fences, defined as being constructed of wood, vinyl, metal, masonry, or other  
7 manmade material, which obstruct views and totally enclose the property boundary lines of a  
8 LOT are prohibited.
  - 9           a. Exceptions to fences for off-lake LOTS 1-6 may be granted by the ARB.
  - 10           b. Exceptions may include partial enclosure of a LOT along the side and front (beginning  
11 at the front corner wall of dwellings) and back property b boundary lines, visual screening  
12 of personal or real property, non-barrier decorative or landscape fencing.
  - 13           c. Non-barrier decorative or landscape fencing that does not obstruct views, such as  
14 split rail, may partially extend along, but not enclose side or street frontage property  
15 boundary lines at a height not to exceed four (4) feet.
  - 16           d. Exceptions to fences for lake front LOTS 7-25 may be granted by the ARB.
  - 17           e. Exceptions may include partial enclosures of a LOT along the side and front  
18 (beginning at the front corner wall of dwellings) property boundary lines for visual  
19 screening of personal or real property, non-barrier decorative or landscape fencing.
  - 20           f. Non-barrier decorative or landscape fencing that does not obstruct views, such as  
21 split rail, may partially extend along, but not enclose side property boundary lines at a  
22 height not to exceed four (4) feet.
  - 23           g. Fences require ARB approval.
  - 24           h. Fences along lake and street frontage are prohibited. Solid vegetative planting  
25 barriers, such as hedge rows, along lake frontage are prohibited.
  - 26           i. Vegetative plantings along property boundary side lines are permitted and do not  
27 require ARB approval.
- 28
- 29 M. Utilities: All utilities (public and private) located in the SUBDIVISION and on LOTS shall  
30 be underground.
- 31
- 32 N. Governmental Agency Requirements: The ASSOCIATION and OWNERS shall at all  
33 times comply with the applicable conditions for zoning approval contained in the Zoning  
34 Regulations of Lee County, Florida, ZONING RESOLUTION Z-95-027 Development

1 Order # 95-07-233.00D Florida and the South Florida Water Management District Permit  
2 36-01968-S as it relates to the surface water management system including the following  
3 and as may be amended. Note that some conditions in the ZONING RESOLUTION may  
4 no longer apply as they relate to requirements meant for the original developer.  
5

6 1. A conservation easement is dedicated to the Homeowner's Association for  
7 50% of the Lots 1-13 and 22-31. The lot owners had the right to designate  
8 which area was set aside subject to the Homeowners Association approval  
9 and no clearing or filling is allowed in those areas.

10 2. The SUBDIVISION is designated as a single-family residential community  
11 under the Lee County Zoning regulations and the aforementioned ZONING  
12 RESOLUTION. The ASSOCIATION is committed to maintaining that  
13 designation, which grants a maximum of thirty-one (31) single family  
14 residential lots.  
15

16 a. Rezoning of the SUBDIVISION and LOTS or combining of any LOTS  
17 is prohibited.

18 b. Commercial or other commonly known business activity that require  
19 advertising, customer and client access or delivery of materials and  
20 supplies is prohibited. Exceptions are allowed for individual(s) who work  
21 from home and do not require advertising, customer and client access or  
22 delivery of materials and supplies.

23 3. Raising or breeding of animals, livestock, poultry or fowl is prohibited. The  
24 ASSOCIATION adheres to State of Florida and Lee County regulations  
25 regarding animal control. It shall be the OWNER'S responsibility to read and  
26 understand those regulations.  
27

28 a. Animals, reptiles, or other species considered dangerous or invasive  
29 exotics by the State of Florida or Lee County are prohibited.

30 b. Domestic dogs, cats and birds that are housed in dwellings are  
31 permitted.

32 c. Outdoor pens, runs, or similar means of housing animals outside is  
33 limited to a five (5) by seven (7) foot area and shall be kept clean.

34 d. Permitted animals are required to be on a leash when off owners  
35 property per Lee County leash regulations.

1 e. Release of any animal, reptile, or other species into COMMON AREAS  
2 is prohibited.

3 O. COMMON AREAS: Subject to this DECLARATION, OWNERS are entitled to quiet  
4 enjoyment of the COMMON AREAS. Guests and invitees of OWNERS may use the COMMON  
5 AREAS, subject to the ASSOCIATION rules of use, including the requirement that the guests  
6 and invitees must be accompanied by an OWNER.

7  
8 1. OWNERS may use COMMON AREAS for their personal events subject to written  
9 approval by the BOARD. Personal events are generally defined as a gathering of an  
10 OWNER'S friends and family for entertainment or celebration.

11 a. Requests for events shall be in writing to the BOARD at least fourteen (14) days  
12 prior to the event. The request shall provide a brief description of the event activities  
13 and any equipment to be used, approximate number of guests and invitees, location  
14 within the COMMON AREAS (including parking) and the date and time of event. The  
15 request shall include a statement that the OWNER accepts responsibility for: cleanup  
16 at the conclusion of the event, repair or replacement of any damaged ASSOCIATION  
17 or other OWNER'S property. Written BOARD approval shall list any conditions  
18 particular to that event. A non-response within thirty (30) days from the BOARD to  
19 the said request shall be the equivalent of approval by default.

20  
21 b.,Event hours are limited to between the hours of 9:00 A.M. and 6:00 P.M. and the  
22 total number of attendees at an event shall not exceed twenty (20) persons.  
23 Exceptions are prohibited.

24  
25 2. Community events open to all OWNERS do not require BOARD approval.

26 3. A perimeter Nature Trail identified as Tract C on the PLAT, is included in the  
27 COMMON AREAS. Access to the Nature Trail is restricted to two (2) locations that are  
28 shown on the PLAT; between side lines of LOTS 6 & 7 and along the south side line of  
29 LOT 31. The Nature Trail runs very close to OWNER'S LOTS on LOTS 6-7 and 25-31  
30 and is intended for pedestrian use only.

31 a. Users of the Nature Trail shall respect the privacy of the aforesaid OWNER'S  
32 while using the trail. Trespassing on LOTS, littering, loitering adjacent to LOTS,  
33 loud and offensive noise and behavior or use of mechanized modes of transit is  
34 prohibited.

35 b. Exceptions for use of mechanized modes of transit that do not require BOARD  
36 approval shall be limited to person-powered bicycles and three (3) or four (4)  
37 wheeled carts or handicap accessibility type vehicles that are battery powered.

1 VII. DISAPPROVAL OF TITLE TRANSFERS

2 A. Disapproval of title transfers (commonly known as a sale of land and improvements)  
3 shall be made by the BOARD if it is determined that the potential BUYER does not qualify  
4 for membership in the ASSOCIATION. Disqualification for membership is specified in  
5 Section C following. Approval shall be withheld for good cause only if a majority of the whole  
6 Board so votes.

7 B. The Board shall designate the Management Company to complete the background check  
8 at a cost to the Association. Upon review of the background check, an OWNER intending  
9 to execute a title transfer must give the BOARD (or its designee) a written notice of such  
10 intention of title transfer, twenty (20) days prior to the start date of the title transfer together  
11 with a completed application packet. The Board shall have a maximum of five (5) days to  
12 review the background check and respond back to the OWNER. If no management  
13 company is engaged, the BOARD shall complete the background check.

14 C. The application for approval on its face, or subsequent investigation thereof, indicates  
15 that the person, or other persons intended for occupancy, seeking approval tends to conduct  
16 himself in a manner inconsistent with the ASSOCIATION DECLARATIONS. Such conduct  
17 shall include good cause for disapproval of title transfer.

18 1. The person, or other person intended for occupancy, seeking approval has been  
19 convicted or has pleaded no contest to:

20 a. a felony involving sexual assault, a violent crime, rape, stalking or human  
21 trafficking murder, arson, violence against a person, breaking & entering, robbery  
22 or assault within the past five (5) years; or,

23 b. a felony involving the sale of a controlled substance within the past five (5)  
24 years.

25 2. The person, or other persons intended for occupancy, seeking approval has been  
26 registered as a sexual offender/predator by any governmental or quasi-governmental  
27 agency regardless of when that label occurred.

28 3. The person, or other persons intended for occupancy, seeking approval has a history  
29 of disruptive behavior or disregard for the rights and property of others as evidenced by  
30 documented prior conduct in other social organizations or associations or by conduct in  
31 the ASSOCIATION as an owner, occupant, or tenant.

32 4. The person, or other persons intended for occupancy, seeking approval failed to  
33 provide the information required to process the application in a timely manner.

1 D. If the BOARD disapproves a transfer for good cause, the ASSOCIATION shall have no duty  
2 to purchase the LOT, furnish an alternate purchaser, and the transfer title shall be deemed  
3 void.

4 E. Failure to give notice of any title transfer, entered into without notice in violation of this  
5 DECLARATION shall, at the option of the BOARD, be treated as a nullity, and the BOARD  
6 shall have the power to evict the transferee by summary proceedings.

7 F. Any sale or other transfer of ownership or possession not authorized pursuant to the terms  
8 of this DECLARATION shall be voidable unless subsequently approved by the ASSOCIATION  
9 Board.

10

## 11 VIII. GENERAL PROVISIONS

12 A. Duration and Remedies for Violation: These DECLARATIONS shall run with and bind the  
13 SUBDIVISION and shall inure to the benefit of and be enforceable by the ASSOCIATION and  
14 the OWNERS (their legal representatives, heirs, successors, and assigns) for a term ending  
15 thirty (30) years from the date of recording, of these DECLARATIONS, in the public records of  
16 Lee County, Florida, at which time, under the Florida Statute, Title XL Chapter 712 as may be  
17 amended (Marketable Record Title Act) these DECLARATIONS shall be automatically  
18 extinguished unless preserved by the ASSOCIATION and OWNERS prior to the  
19 aforementioned expiration date. To preserve these DECLARATIONS, the ASSOCIATION's  
20 BOARD may take any lawful means authorized by Florida Statute.

21

22 B. Notwithstanding other remedies contained herein, a violation, in whole or in part, of these  
23 DECLARATIONS shall give the ASSOCIATION or OWNER(S) the right to proceed at law or in  
24 equity to compel compliance, or to prevent, a violation of the terms of these DECLARATIONS.  
25 The expense of said litigation shall be borne by the ASSOCIATION or the OWNER(S),  
26 depending upon which of the said parties prevails. Expenses of litigation shall include, but not  
27 be limited to reasonable attorney's fees, court costs and other reasonable and necessary  
28 expenses incurred by the ASSOCIATION or OWNERS seeking said enforcement.

1 C. Indemnification and Save Harmless: OWNERS shall indemnify and save harmless, the  
2 ASSOCIATION, the BOARD, other OWNERS and their guests and invitees, against any loss  
3 or liability of any kind whatsoever that may arise from violations by said OWNERS, their guests  
4 or invitees, of this DECLARATION, or any Federal, State County, local government or  
5 regulatory authority law, rule, code, regulation or permit.

6 D. Notice and delivery: Notices and delivery of any ASSOCIATION or BOARD meetings,  
7 annual and special assessment bills, annual and amended budgets, financial statements, and  
8 any other official documents required, by these DECLARATIONS, the ARTICLES and the BY-  
9 LAWS, shall be delivered to OWNERS, and be deemed to have been delivered, when properly  
10 posted to the United States Postal Service (1<sup>st</sup> class US mail delivery service and return receipt  
11 or equivalent) to the address provided to the ASSOCIATION by the OWNERS.

12  
13 1. OWNERS may request (and the ASSOCIATION shall COMPLY) that said notices be  
14 mailed to up to two (2) addresses (additional addresses may be requested at an expense  
15 to the OWNER). Responsibility for preparing and mailing shall be an expense to the  
16 ASSOCIATION.

17  
18 2. OWNERS may request that said notices be delivered by electronic means.  
19  
20 a. OWNERS assume any risk associated with electronic delivery.  
21  
22 b. Electronic delivery may be rejected by the ASSOCIATION if it does not  
23 have a compatible operating system.

24  
25 3. OWNERS shall have responsibility to provide the ASSOCIATION with accurate contact  
26 information. The provided contact information shall be confirmed by both parties.  
27 OWNER'S contact information shall only be used for distribution of ASSOCIATION  
28 business and community interest information.

29 E. Severability: Invalidation of any part of this DECLARATION, by a Court of competent  
30 jurisdiction shall not affect any other provisions, which shall remain in full force and effect.  
31 Inaction on any part of this DECLARATION by the ASSOCIATION, shall not invalidate the  
32 said provision in the future, or set a precedent to invalidate any other provisions, which shall  
33 remain in full force and effect.

34 F. Amendment: This DECLARATION may be amended, in whole or in part, upon the execution  
35 and recordation (in the public records for Lee County, Florida) of a Certificate of Amendment  
36 executed by the BOARD.

37 1. The recorded documents shall include a statement of affirmation that two-thirds (2/3)  
38 of the OWNERS who vote agree with the amendment.

39 2. Amendments which affect the surface water management system, as described in  
40 the SFWMD Permit No. 36-01968-S shall require prior approval from the South Florida

1 Water Management District. Said approval shall become a part of the recorded  
2 documents.

3

4 G. Grandfather Provision:

5 1. Notwithstanding any provisions in this DECLARATION, any non-conforming use or  
6 condition prohibited by Sections V and VI.C 3,4, E and G, existing as of the effective  
7 date of this DECLARATION shall be considered a conforming use or condition, provided  
8 however, that such use or condition shall be discontinued or remedied to conform with  
9 this DECLARATION.

10 2. The provisions in Section VII. A, C, D and E shall not apply to any LOT as of the effective  
11 date of this DECLARATION. However, Section VII in its entirety shall apply to all LOT(S)  
12 upon transfer of ownership after the effective date of this DECLARATION.

13

14 H. Usage: Whenever used, the singular shall include the plural and the singular. The use of  
15 any gender shall include all genders.

16 I. Effective Date: This DECLARATION shall be effective upon its recordation in the Public  
17 Records of Lee County, Florida.

18

19 IX.

20 This DECLARATON, upon adoption by a two-thirds (2/3) affirmative vote of the MEMBERS of  
21 the ASSOCIATION and subsequent recordation in the Public Records of Lee County, Florida,  
22 shall supersede and make void: a previously recorded ASSOCIATION Declarations of  
23 Covenants and Restrictions as recorded in Official Records Book 2830, Page 0863 et. seq. in  
24 the Public Records of Lee County, Florida; and a previously recorded ASSOCIATION  
25 Certificate of Amendment to the Declaration of Covenants and Restrictions for Island Acres  
26 Association, Inc. recorded in Official Records Instrument #2013000084357 in the Public  
27 Records of Lee County, Florida.

28 BEFORE me personally appeared, Janet Barron Deile, to me well known and known to me to  
29 be the person described in and who executed the foregoing instrument and acknowledged to  
30 and before me that the executed said instrument for the purposes therein expressed.

31

32 WITNESS my hand and official seal this 30 day of August, 2022.

33

34



1 IN PRESENCE OF:

2  
3 Janet Barron Deile  
4 H.O.A. President  
5

[Signature]

Witness

[Signature]

Witness

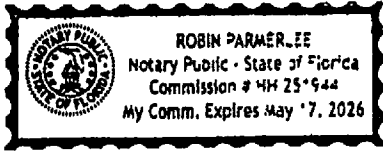
6  
7  
8

9 STATE OF FLORIDA

10 COUNTY OF LEE

11 The foregoing Declaration of Covenants and Restrictions for ISLAND ACRES was  
12 acknowledged before me by JANET BARRON DEILE, this 30 day of Aug., 2022.

13  
14  
15  
16



[Signature]

Notary Public