

INSTR # 4803635

OR BK 03215 PG 1376

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CHARLIE GREEN CLERK OF COURT
LEE COUNTY
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Revised October 1999

**COASTAL ESTATES
DEED OF RESTRICTIONS**

COASTAL ESTATES, Recorded Subdivision, according to the Plat filed September 6, 1974, in Plat Book 29, at Page 77, of the Public Records of Lee County, Florida. The original Declaration of Conditions, Covenants, Charges, Restrictions and Reservations affecting property located in Coastal Estates was initially recorded at Official Records Book 1092, Page 1197, in the Records of Lee County, Florida and amendments recorded at OR1792, Page 0809, OR1835, Page 3195, OR 1900, Page 0658, OR 2073, Page 1176, OR2921, Page 2260, OR 2924, Page 1126, and Amendments to the Bylaws recorded at OR2921, Pages 2261 through 2265.

1. USE AND OCCUPANCY

a. All lots in the property shall be used for single family residences only, and all lots shall be restricted for the use of those persons eighteen (18) years of age or older; except that all occupants shall be permitted to have guests under eighteen (18) years of age for not more than six (6) weeks in any twelve (12) month period. This provision shall not apply, however, to residents of Lots 12, 16 through 56, and 84 through 86, under the age of eighteen (18) years, as of the adoption of this amendment on January 20, 1983. All such residents shall be allowed to remain until they become eighteen (18) years of age or older, and thus qualify to further remain; or until one or more of such lots is leased or sold to others, in which case the restrictions shall apply, and the new tenants or owners shall be prohibited from including persons under the age of eighteen (18) years as residents of any such unit.

b. Anyone owning property in the above-described portion of the park (Lots 12, 16 through 56, and 84 through 86) prior to January 22, 1986, shall be excused from abiding by the foregoing change in the Deed of Restrictions during and subsequent to their initial residency, for as long as they reside in the same initial unit in the park.

c. Commercial enterprises, soliciting, and peddling, are not permitted on any lot without the express written permission of the Board of Directors, as successors to the Grantor.

d. All new owners or tenants must register with the Secretary of the Coastal Estates Homeowner's Association at or before the time of occupancy. The Secretary will review the Deed of Restrictions and the By-Laws with each new owner and tenant. The new owner or tenant will be requested to sign the register to

COASTAL ESTATES
DEED OF RESTRICTIONS
PAGE TWO

indicate that they have received a copy of the Deed of Restrictions and By-Laws.

2. MOBILE HOME REQUIREMENTS

a. All mobile homes must be approved by the Board of Directors, as successors to the Grantor, in writing before they are moved onto owner's lot.

b. All mobile homes shall be secured with hurricane anchors of a design approved by the State of Florida and Lee County, Florida.

c. All replacements of established mobilehomes and mobilehomes erected on vacant lots shall be at least twelve (12) feet wide, and also shall be new or not more than five (5) years old from the current year.

3. MODULAR HOME REQUIREMENTS

a. All modular homes must be approved by the Board of Directors, as successors to the Grantor, in writing before they are moved or erected onto owner's lot.

b. All modular homes must meet the building requirements of Lee County, Florida, and a building permit must be secured.

4. SET-BACK REQUIREMENTS

a. Homes shall be set-back twelve (12) feet from the front lot lines and a minimum of five (5) feet from the side lines. The set-back on the side street of corner tracts shall be a minimum of twelve (12) feet. The twelve (12) foot set-back requirement from the front of each lot line is mandatory and no owner may deviate by setting back farther than twelve (12) feet except by written approval of the the Board of Directors, as successors to the Grantor.

5. EASEMENTS

a. The Board of Directors, as successors to the Grantor, reserves utility easements of five (5) feet on each side, ten (10) feet on the rear and front of all lot lines, a ten (10) foot sewer utility easement of the side lot lines of lots 52 and 53, transversing the corner of lots 43 and 44, a ten (10) foot

COASTAL ESTATES
DEED OF RESTRICTIONS
PAGE THREE

drainage and planter easement of the North, South and East property line, a thirty-two point five foot (32.5) drainage easement of the West property line together with all streets and gutters within the subdivision.

b. No structure of any nature shall be placed on any of the above easements. The Board of Directors, as successors to the Grantor, will not be responsible for any damage to fences, plants, grass or trees within these easements.

6. RESTRICTIONS OF USE

a. No changing the grade of any lot or installing a fence shall be permitted without prior written approval from the Board of Directors, as successors to the Grantor.

b. No tents, shacks or other out-buildings may be used as a temporary residence.

c. All of the above described lands are restricted solely to the use of mobile/modular homes and homes approved by Lee County for like subdivisions, and no other structures shall be permitted, except that screen porches and carports as part of a mobilehome are permissible. However, the Board of Directors, as successors to the Grantor, must give written approval for all such improvements.

d. No horse, cow, hog, goat, or similar animals, or chickens, ducks, or fowl of any kind shall be kept or maintained on any lot in said subdivision, provided, however, that all house pets shall be contained and shall not be permitted to run through the subdivision. Should any such pet become a nuisance or deemed of unsafe temperament in the Board of Director's discretion, The Board of Directors, as successors to the Grantor, may require that said owner dispose of said pet. Fences, approved by the Board of Directors, to assist in the containment of house pets, may be erected, upon prior written approval of the Board of Directors.

e. No clothesline will be permitted except for a folding or hidden type drying pole placed at the rear of the lot.

f. A maximum of two (2) cars may be kept at each home site

COASTAL ESTATES
DEED OF RESTRICTIONS
PAGE FOUR

and all vehicles must be parked off the street, except for guests.

g. No trucks or other motor vehicles except cars and half-ton pick-up trucks are allowed on any lot except for special deliveries, and no outdoor storage, including boats, boat trailers, travel trailers, campers and commercial vehicles without the written permission of the Board of Directors, as successors to the Grantor.

h. No repairing of motor vehicles is allowed in the subdivision except for minor service or repair items.

7. RECREATIONAL FACILITIES

a. Children who have not reached their 14th birthday shall not be permitted to use the recreational facilities, if any be available, unless accompanied by an adult site owner.

8. UTILITIES AND ROADS

a. The Board of Directors, as successors to the Grantor, have installed a central sewer system and all lot owners agree to use this system exclusively and to pay a reasonable monthly charge for said services. This charge may be adjusted by the Board of Directors at any time, but shall be comparable to the rate charged by private utility companies in Lee County, Florida. A reasonable charge will be made to hook up to this sewer system and said charge will be in addition to the said homeowner at his expense running the necessary sewer pipe from his home to the property line. Every home located within the confines of the above described property shall pay a said monthly sewer charge commencing with the month that they are first connected with said central sewer system. The Board of Directors may elect at their option to sell or transfer the sewer collection system or assign their rights to provide the sewer disposal service to any person, firm or corporation of its choosing. In such event, the Board of Director's transferee or grantee shall assume the obligations of providing this service and shall have the right to collect the charges. Failure of the lot owner(s) to pay the said hook-up and /or monthly service charges shall constitute a lien upon the individual lot and remain until paid in full.

b. The Board of Directors, as successors to the Grantor, have installed a paved street and gutter network within the subdivision, together with a network Of drainage systems, and all

COASTAL ESTATES
DEED OF RESTRICTIONS
PAGE FIVE

lot owners agree to use this system exclusively and to pay a reasonable monthly charge for said system. The charge shall be on a prorata basis and may be adjusted by the Board of Directors at any time, but shall be comparable to normal charges for such services. The Board of Directors may elect at their option to sell or transfer the street, gutter and drainage system or assign their rights to any person, firm or corporation of their choosing. In such event, the Board of Director's transferee or grantee shall assume the obligations of providing this service and shall have the right to collect the charges. Failure of the lot owner(s) to pay the said street, gutter and drainage monthly service charges shall constitute a lien upon the individual lot and remain until paid in full.

9. GENERAL

a. No noxious or offensive trade or activity shall be carried on upon any tract nor shall anything be done which may be or become a nuisance to the neighborhood. No nuisance, or offensive, noisy or illegal trade, calling or transaction shall be done, suffered or permitted upon any lot in said subddivision, nor anything shall be done thereupon which may be or become an annoyance to the neighborhood.

b. No signs, billboards or advertising devices except those used in the sale of said property shall be used on any lot in said subdivision unless given written permission by the Board of Directors, as successors to the Grantor. Said sign shall not contain more than one (1) foot in area.

c. Vehicular traffic is limited to the paved streets and to a speed of 10 miles per hour in the subdivision. Motorcycles, motorbikes, bicycles, tricycles and the like are prohibited from transversing vacant property.

d. No non-licensed or non-operating vehicle is permitted in the subdivision, except bicycles and tricycles.

e. Within sixty (60) days after installation and placement of each home, the owner agrees to provide the following:

(1) A concrete driveway or concrete ribbons, no less than twelve (12) feet wide and thirty-five (35) feet long. The length

COASTAL ESTATES
DEED OF RESTRICTION
PAGE SIX

shall be measured from the edge of the road curb and be of a type approved by the Board of Directors, as successors to the Grantor, in writing.

(2) Decorative underskirting, for mobile homes, completely around the mobilehome in a manner approved by the Board of Directors in writing.

(3) Sodded front lawn consisting on one-half of the lot and a sodded or completely seeded rear lawn. The said entire lot must be maintained as a lawn or small garden area.

(4) Yard light of a uniform and approved design to be placed in a specified location. Said lights shall be maintained by property owners and shall operate as a street lighting system.

4(a) Enforcement: To impose a fine of \$50.00 against lot owners whose pole lights are not kept on as a street lighting system, and to place into attorney collection any unpaid fine, plus legal fees to collect said fine and/or obtain legal injunction against the lot owners.

f. All exterior appliances, containers and/or equipment used in the supply of fuel, gas, watersoftener and the like, or in the disposing of refuse shall be concealed by means of a decorative enclosure, planting or underground enclosures.

g. It is the responsibility of all lot owners to keep their property in a neat and clean condition, that is: the grass cut, trees and shrubbery trimmed, and mobilehome and all other structures in good repair. During long periods of absence, the owner shall be obligated to make arrangements to have the above done, or the Board of Directors, as successors to the Grantor, is authorized to do so at owner's expense, and if necessary, to file a lien to enforce due collection thereof.

h. The Board of Directors, as successors to the Grantor, and all present and future owners hereby petition the County Commissioners of Lee County, Florida, pursuant to Chapter #69-1241, special laws of Florida, to make written demand upon property owners in COASTAL ESTATES to clear and mow said lots and respective lots, and thereafter to clear and mow said lot(s) and assess a lien against same, if said demand is not complied with, all according to the terms and conditions of said special law.

COASTAL ESTATES
DEED OF RESTRICTIONS
PAGE SEVEN

i. In the interest of preserving a uniform high standard of construction, no carport, patio or like structure, including fences, shall be erected, placed or remain on any home-site lot in this subdivision until specifications and plans are submitted to the Board of Directors, as successors to the Grantor, and written approval of such plans is given by said Board of Directors.

j. Enforcement of the Deed of Restrictions shall be the responsibility of the Board of Directors. Any owner found in violation of any covenants of the Deed of Restrictions will be notified in writing by the Board of Directors, and given thirty (30) days to correct the violation. If after thirty (30) days the violation is not corrected to the satisfaction of the Board of Directors, legal action must be taken within ten (10) days. Enforcement shall be by proceeding at law or in equity against any person or persons violating any covenant, whether to restrain violation or to recover damages.

k. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

l. These covenants and restrictions are to run with the land and shall be binding upon the parties hereto, their heirs, legal representatives or assigns, and all parties claiming by, through or under until June 1, 2005. If no action is taken indicating a desire to discontinue such restrictions and covenants, the restrictions as herein set out shall continue in full force for an additional ten (10) year period.

m. At such time as 80% of the lots have been sold, the owners of the lots in said subdivision shall have the right to form a non-profit corporation which shall perform the functions of a homeowner's association, which association shall have the right to exercise all the powers and authority herein granted to the Grantor or his Agent. At such time as said homeowner's association is formed, the Grantor shall take such necessary actions to transfer it's authority under these restrictions to said homeowner's association, provided that 80% of the lots have been sold.

n. The Grantee(s), by acceptance hereof, for itself (himself, herself or themselves), it's (their) successor(s), his, her, or

COASTAL ESTATES
DEED OF RESTRICTIONS
PAGE EIGHT

their heirs) and assigns, covenant(s) and agree(s) to pay all costs, including reasonable attorney's fees, for the enforcement of these restrictions and/or reservations against a said property in the event of a violation thereof, and to pay all court costs and a reasonable attorney's fee in the event a lien foreclosure is filed by the Board of Directors, as successors to the Grantor.



INST # 8817214 OR BK 04730 Pgs 2640 - 2641; (2pgs) RECORDED 05/31/2005 10:41:44 AM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY, FLORIDA
REC FEE 18.50
DEPUTY CLERK C Keller

CERTIFICATE OF AMENDMENT

DEED OF RESTRICTIONS

(previously referred to as Declaration of Conditions, Covenants, Charges, Restrictions and
Reservations Affecting Property Located in Coastal Estates)

COASTAL ESTATES

I HEREBY CERTIFY that the following amendment to the Deed of Restrictions (previously referred to as Declaration of Conditions, Covenants, Charges, Restrictions and Reservations Affecting Property Located in Coastal Estates) of Coastal Estates was duly adopted by the members of the Coastal Estates, Inc. ("Association") at the duly noticed special members' meeting of the Association on the 16th day of May, 2005, which was lawfully adjourned to May 24, 2005, and by written consent. Said amendment was approved by two-thirds of the voting interests of the Association. The original Deed of Restrictions (referred to as Declaration of Conditions, Covenants, Charges, Restrictions and Reservations Affecting Property Located in Coastal Estates) is recorded at O.R. Book 1092, Pages 1197 *et seq.*, of the Public Records of Lee County, Florida.

The Property encompassed by the Deed of Restrictions (previously referred to as the Declaration of Conditions, Covenants, Charges, Restrictions and Reservations Affecting Property Located in Coastal Estates) is described at Plat Book 29, Pages 77 - 79 of the Lee County Public Records for Coastal Estates.

SUBSTANTIAL REWORDING OF ARTICLE 9, SECTION L OF THE DEED OF RESTRICTIONS - SEE CURRENT ARTICLE 9, SECTION L OF THE DEED RESTRICTIONS FOR CURRENT TEXT

Amendment No. 1: Article 9, Section I, Deed of Restrictions

9. GENERAL

(Subparagraphs a - k unchanged)

1. These covenants and restrictions are to run with the land and shall be binding upon the parties hereto, their heirs, legal representatives or assigns, and all parties claiming by, through or under until June 1, 2005, after which said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots in the subdivision it is agreed to change them in whole or in part. Notwithstanding the foregoing, these covenants and restrictions may be amended at any time by the owners by a vote of a majority of the entire voting interests (one voting interest per Lot) at a duly noticed meeting of the members of the Coastal Estates, Inc., or by the written agreement of a majority of the entire voting interests. The amendment shall be effective upon the recordation in the Public Records of Lee County, Florida, of a Certificate of Amendment signed by the President or Vice-President of Coastal Estates, Inc. with

Page 1 of 2

LAW OFFICES
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the formalities of a deed certifying that the requisite vote of the owners was obtained at a meeting or by written agreement.

(Remainder of Article 9 Remains Unchanged)

WITNESSES:
(TWO)

COASTAL ESTATES, INC.

Sabrina Scott
Signature
SABrina Scott
Printed Name

BY: Kathleen O'Keefe
Kathleen O'Keefe, President
Date: 5/22/05

Natasha Munoz
Signature
Natasha Munoz
Printed Name

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 27th day of May, 2005 by Kathleen O'Keefe as President of Coastal Estates, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) driver's license as identification and did take an oath.

Serena Collins
Notary Public
Serena Collins
Printed Name

My commission expires: _____

278696_2.DOC



Serena Collins
MY COMMISSION # DD167171 EXPIRES
November 21, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Page 2 of 2

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