

REVIVED AMENDED DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that on January 26, 1972, the original Declaration of Restrictions for Coronado Homes, Inc. was recorded in Official Record Book 792, at Page 113 *et seq.*, of the Public Records of Lee County Florida. The Declaration of Restrictions are hereby revived, amended and restated in its entirety.

The land subject to this Amended Deed of Restrictions consists of all of the lots in the certain subdivision known as Coronado Moors Subdivision located in Lee County, Florida, and more particularly described as follows:

All of the North half of the Southwest Quarter of Section 27,
Township 45 South, Range 24 East, lying West of Winkler Road

The parcels subject to the governing documents are attached hereto as Exhibit "A" and incorporated herein by reference. The Amended Declaration of Restriction covers the above described real property and this Amended Declaration shall constitute a covenant running with the land and this Amended Declaration shall be binding upon the undersigned and upon all persons deraigning title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners and holders of any portion of the lots in said subdivision.

1. RESIDENTIAL USE. To insure a fine residential neighborhood, no building shall be erected or altered nor shall any major improvement be made to the lot until a complete site plan and working drawings are submitted and approved in writing by Cypress Village – Coronado Moors Association, Inc. (the "Association"). Such approval or disapproval can be based on any ground, including aesthetic conformity.
2. SINGLE DWELLING. Only one detached single family dwelling shall be erected on said premises for residence by one private family. This shall not prevent an owner of a dwelling from renting said property for residential use. Each residence shall consist of not less than 1326 square feet of enclosed living area, excluding open porches or garages. No carports, or outbuildings will be allowed, garages must be attached. No tar paper, rolled roofs shall be used on buildings.
3. DIVISION OF LOTS. No lots shall be subdivided except to be added, in whole or in part, to an adjoining lot or lots.
4. SETBACKS LINES. Minimum building setbacks from lot boundaries shall be front 25 foot from roof overhang, sides 10% of lot width from overhang, rear 20 foot.
5. LANDSCAPING AND MAINTENANCE. All lawns must be sodded, trees and scrubs shall be placed, cared for and maintained in a manner commensurate with the area development and in accordance with standards of good landscaping. No hedge, plantings or fences shall be permitted or extend above six (6) feet from ground level. All lots shall be cared

for and maintained in a manner commensurate with the area and in accordance with good maintenance practices.

6. SIDEWALKS. All homes shall have concrete sidewalks 3 feet in width at property line toward street.

7. UTILITIES. All wiring and utilities of any kind are underground and no television or other antenna visible from the street shall be permitted, unless specific approval is secured from the Association in writing prior to erection. Satellite dishes are permitted.

8. CLOTHES DRYING. No permanent clothes lines of any kind shall be permitted on the premises, and clothes shall not be hung outside the premises in such a manner as to be visible from the street.

9. TRASH BURNERS. No trash or refuse shall be allowed to accumulate so as to be detriment to the development or create a fire hazard. If such condition shall exist, and after notice if such condition shall not be corrected, the Association shall have the right to enter upon the premises and make such correction at the expense of the Owner, and shall be entitled to file a Mechanic Lien thereon.

10. CONSTRUCTION COMPLETION. When the construction of any building of any building is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued and is not substantial progress toward completion for a continuous three (3) month period, then the Association shall have the right to notify the Owner of record of its intentions herein, invade the premises and take such steps as might be required to correct an undesirable appearance; the reason for such correction shall be solely in the discretion of the Association. The Owner of the property shall be liable for all cost incurred in such action, and the total costs thereof shall be lien on the said lot.

11. PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they do not constitute a nuisance.

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

13. SIGNS. No signs shall be displayed on any lot except for one sign not more than five square feet in size advertising a lot or home for sale or are customarily used by a builder and Association to advertise the property during the construction and sales period. Notwithstanding the foregoing, the Association will allow signs for the best landscaped home of the month, the best holiday home, and signs advertising for the community garage sale so long as the size of the sign does not exceed three square feet.

14. VEHICLES. With the exception of family type non-commercial automobiles and non-commercial pick-up trucks, no vehicles of any kind shall be parked or stored, if visible from any public street or adjoining lot. This restriction includes, but not limited to trailers, boats, jet skis, ATC type vehicles, racing cars, travel trailers, motor homes, semi-rigs and commercial

equipment. It does not prohibit the parking of commercial vehicles during the performance of construction, repair or regular performance of service functions of the tradesman, or owners operating same, but parking must be limited to the actual time during which such service are being performed.

15. PARKING. Parking on the grass is not permitted where visible from the street. A RV type vehicle or boat may be parked on the driveway for a period of 48 hours to load or unload personal effects and wash same.

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

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

18. ENFORCEMENT. Enforcement shall be proceeding at law or in equity against anyperson (s) violating any covenants, either to restrain violation or to recover damages. The violation or breach of any condition, restriction or covenant herein contained by any person or concern shall give the Association or property owners, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said condition, restrictions or covenants and to prevent the violation or breach of any of them. The prevailing party in any action shall be entitled to an award of its reasonable attorney's fees and costs incurred in such action from the non-prevailing party. The Association, acting through its Board, may impose sanctions for violations of the Governing Documents, subject to the notice and hearing procedures set forth in Florida Statutes, as applicable.

19. INVALIDATION. Invalidation of anyone of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by its duly authorized officers, and has executed the same on this 29 day of December, 2014.

WITNESSES:

(Sign) 

(Print) Keith McMenamy

Cypress Village-Coronado Moors Association, Inc.

By: 

President of the Association

(Sign) Susan MacFarlan

ATTEST:

(Print) SUSAN MACFARLAN

Susan MacFarlan, Secretary

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared Herberty S Taylor who is personally known to me (or who has produced their _____) and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of December, 2014.

Kathleen McMenamy
NOTARY PUBLIC
My Commission Expires: _____

