

DEED OF RESTRICTIONS

Forest Park Property Owners Association

DECLARATION OF CONDITIONS, COVENANTS, CHARGES, RESTRICTIONS AND RESERVATIONS AFFECTING PROPERTY LOCATED IN FOREST PARK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FOREST PARK PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as "Grantor"), is the owner of certain real property described as:

FOREST PARK MOBILE HOME SUBDIVISION in the N ½ of the NW ¼ Section 36, Township 43 South, Range 24 East, Lee County, Florida

The above parcel is hereinafter referred to as "The Property."

Whereas, grantor is developing The Property as a mobile home subdivision, and is desirous of developing and maintaining The Property in such a manner as to enhance the desirability of living in the subdivision and to insure and secure to each lot owner the full benefit and enjoyment of his property and the recreational facilities;

NOW, THEREFORE; Grantor does hereby declare that The Property is and shall be held, transferred, sold, conveyed and occupied subjects to the condition, covenants, charges, restrictions and reservations hereinafter set forth;

1. All lots in The Property shall be for single family residential use only, and at least one person must be 55 years of age that resides thereon and all other persons in that household must be at least 30 years of age; except that occupants will be permitted to have children as guests for not more than three weeks in any twelve month period.
2. All mobile homes must be approved by Grantor as to age and appearance, and must be not less than 12 foot in width. Plans and specifications of

appurtenances, fences and other structures must be approved in writing by Grantor or its authorized agent. The mobile home must be secured to the ground by approved anchors and the space between the ground and the bottom of the mobile home must be skirted within 30 days from the date it is placed on the lot. Type skirting to be approved by the Grantor. All hitches must be removed or concealed by approved planter or masonry. Driveways to be of concrete with each mobile home having an approved carport and utility building (minimum size to be 6 foot by 8 foot).

3. In order to insure proper development and to protect the property values of The Property, the following actions will not be permitted without prior written approval by Grantor or its authorized agent:

- A. Changing the grade of any lot
- B. Drilling wells of any nature
- C. Erecting a laundry drying line
- D. Outdoor storage, including boats, boat trailers, travel trailers, campers and commercial trucks
- E. Keeping animals other than normal household pets. Pets must be kept in pet section and on a leash while outside.
- F. Burning garbage, trash or refuse
- G. Street Parking, other than service deliveries and occasional visitors
- H. Signs or advertising, other than a small residence name sign and street address
- I. Allowing the lawn to become unsightly because of uncut grass or weeds. If such a condition is not corrected by the lot owner, Grantor may do the work and charge the owner for such services, and the lot owner hereby agrees to pay for such charges within 10 days from billing.

4. Grantor reserves an easement along each boundary of each lot for drainage and utilities, said easement not to exceed five feet on each side, ten feet along the rear and ten feet inside the street right-of-way line. No structure of any nature shall be placed or built within these easements. In addition to the above easement, Grantor reserves a twenty-foot easement on the rear of the perimeter lots. Grantor reserves the right of access onto all lots for inspection and maintenance of all service facilities and utilities, and will not be responsible for damage to plants, grass or trees within these easements.

5. Grantor reserves an exclusive franchise to furnish butane, propane or other fuel to the lots in The Property, and each lot owner, by acceptance of the

agreement for deed or warranty deed conveying title to his lot, agrees to connect to the fuel system when it becomes available and to pay a nominal charge for the installation unless the mobile home has no need for fuel. The cost of the fuel shall be comparable to the cost of the same type of fuel provided to other consumers in Lee County, Florida.

6. Grantor reserves an exclusive franchise to furnish sewage disposal service to all lots in the Property, and each lot owner, by acceptance of the agreement for deed or warranty deed conveying title to his lot, agrees to connect to the sewage collection system and to pay a nominal charge for connecting to the system. Each lot owner also agrees to pay to Grantor or its designee, a monthly charge for the sewage disposal service. The charge may be adjusted by Grantor at any time, but shall be comparable to the rate charged by private utility companies in Lee County, Florida. The charge shall be payable on the first of each month without the necessity of rendering a monthly bill and shall commence when a mobile home is placed on the lot and will continue in effect from month to month whether or not the mobile home is vacant or occupied.

Grantor may elect, at its option, to sell or lease the sewage collection system and treatment plant, or assign its rights to provide the sewage disposal service to any person, firm or corporation of its choosing. In such event, (which shall be recorded in the Public Records of Lee County, Florida). Grantor's transferee, grantee, lessee or assignees, (as the case may be), shall assume the obligation of providing this service and shall have the right to collect the charges and to enforce the lien for non-payment of same as herein provided.

7. Grantor shall provide a club house and recreational area (including a swimming pool, picnic area and shuffleboard courts) for the use and benefit of lot owners in The Property and lot owners in any future additions to Forest Park. Grantor shall own, manage and maintain the clubhouse and recreation facilities.

If not provided by a government agency, Grantor shall provide for reasonable street lighting and periodic street maintenance. Grantor shall also provide periodic garbage and trash removal service at such intervals, as Grantor may deem necessary and convenient.

- (a) All garbage or trash must be sacked or wrapped and placed in an approved container, which must be kept closed and in good condition, with tight cover. Container to be stored out of sight. All landscaping trimmings shall

be placed upon the street side of a mobile home site for collection, or may be disposed of according to the Rules and Regulations established by Management.

8. (a) For the use of these facilities and for the services as provided above, each and every lot owner, by acceptance of the agreement for deed or warranty deed conveying title to his lot, covenants and agrees to pay to the Grantor a monthly recreation and service fee of \$ 15.00 per month, payable in advance on the first day of each and every month, beginning (1) when a mobile home is placed on a lot, or one (1) year from the date of initial purchase, whichever occurs earlier. During the period of time between the initial purchase and the beginning of the recreation and service fee, Grantor shall charge a reasonable fee for mowing services. The recreation and service fee established above may be adjusted by the Grantor at the end of the second year of the Grantor's full operation of all recreation facilities and services owned and provided by the Grantor in the Forest Park Subdivision based upon the experience incurred by Grantor, in operating and maintaining said facilities. Said recreation and service fee shall thereafter be adjusted annually in such a manner that it will be increased or decreased in accordance with changes in the cost of living index kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled "Consumer's Price Index – U.S. Average, All Items in Commodity Groups", or such other governmental agency of the United States as may keep said cost of living index, as successor to the Department of Labor. Based upon said index, Grantor shall adjust said recreation and service fee annually, provided that the Grantor may not increase the recreation and service fee by more than one and one half (1 ½) times the Consumer Price Index increase in any given year. The "base year" in determining cost of living adjustments in the recreation and service fee shall be the year following the second full year of operation of all recreation facilities and services operated by Grantor in the Forest Park Subdivision.

(b) In the event that any lot owner shall fail to pay the recreation and service fee and/or the sewage disposal charge within 30 days from the due date, then the Grantor shall have the right to assess a delinquent charge of \$5.00 per month. If Grantor employs the use of an attorney to enforce such charge the lot owner agrees to pay reasonable attorney fee to Grantor's attorney. Grantor shall also have a lien against the defaulting owner's lot to secure the payment of the delinquent recreation and service fee and/or the sewage disposal charge, which lien may be foreclosed in the same manner that mortgage liens may be foreclosed in the State

of Florida; provided, however, that such shall never be superior to the lien created by any first mortgage held by a state or national commercial bank, a federal or state savings and loan association, or an insurance company.

- (c) No lot owner in the Property shall be excused from the payment of the recreation and service fee or the sewage disposal charge because of failure to use the facilities and services hereinafter provided.
- (d) It is further provided that the clubhouse and all recreation facilities provided by the Grantor shall be owned and operated by the Grantor, and Grantor shall have the right to use a portion of the clubhouse for offices.
- (e) No children who have not reached their 16th birthday shall be allowed to use the recreational facilities unless accompanied by an adult site owner.

Grantor may elect, at its option, to sell or lease the clubhouse and recreation facilities herein above referred to, to any person, firm or corporation, provided that any such sale or lease shall make provisions for the use of the club house and recreational facilities by the residential lot owners, and provision for maintaining streets and providing street lighting and garbage and trash removal service as herein above set forth and in the manner herein above set forth. In such event, (which shall be transferee, grantee or lessee (as the case may be), shall have the right to collect the recreation and service fee and the right to enforce the lien for non-payment of same as herein above provided.

- 9. Title to each lot in the property runs to the center of the abutting street, subject to a perpetual use easement that said area be used for street purposes. Grantor assumes the responsibility for the periodic maintenance and repair of same and has the right to control vehicular traffic on said streets.
- 10. Each of the Conditions, Covenants, Restrictions and Reservations herein above set forth shall continue and be binding upon the Grantor and upon its successors and assigns, and upon each of them and all parties and persons claiming under them, for a period of thirty (30) years from date of

recording hereof, and automatically thereafter, for successive periods of twenty five (25) years each, unless terminated prior thereto by Grantor.

11. The covenants herein set forth shall run with the land and bind the present owners, their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said residential lots, their successors and assigns, and with each of them, to conform to and observe all of the said Conditions, Covenants, Charges, Restrictions and Reservations.
12. The failure of Grantor or any of its grantees, successors or assigns, or the owner of any lot or lots affected hereby, to enforce any of the Conditions, Covenants, Restrictions, Charges and Reservations herein set forth, at the time of its violation, shall in no event be deemed a waiver of the right to do as to any subsequent violation. The violation of these Conditions, Covenants, Restrictions, Charges, and Reservations shall not defeat nor render invalid the lien of any first mortgage made in good faith and for value.
13. The invalidation of these Conditions, Covenants, Restrictions, Charges and Reservations or any part hereof, by judgment, Court Order or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.