

LBI Property Owners' Association

2840 Waxwing Lane

Englewood, FL 34224

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
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Lemon Bay Isles
Property Owners' Association, Inc.
Phase I, IA & II
Englewood, FL 34224

DEED RESTRICTIONS

Revised: March 2021

LEMON BAY ISLES
PROPERTY OWNERS' ASSOCIATION, INC.
PHASE I, IA & II
AMENDED DECLARATIONS OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENT AND LEMON BAY ISLES, INC., A Florida corporation, hereinafter referred to as "The Association" establish the following restrictions and covenants upon the lands included in said subdivision known as LEMON BAY ISLES SUBDIVISION PHASE I, IA & II, which shall run with the land.

Lemon Bay Isles is a Mobile "aka" Manufactured Home Subdivision (MHS).

Charlotte County contends that a MHS is for manufactured homes, built on individually platted lots, in accordance with county subdivision regulations. Further, that the MHS is a "**single**" family residential district and the use and development of its standards are intended to promote a residential character.

In addition, Lemon Bay Isles was established as a fifty-five (55) plus deeded community in accordance with the Housing for Older Persons Act (HOPA) of 1995.

The power to amend, add to or modify the following restrictions, shall reside within The Association. The Association may amend, add to or modify the *restrictions upon the vote of two-thirds (2/3) of the members (in good standing) present at a properly called meeting, at which a quorum of twenty-five (25) is present.*

The restrictions and covenants are as follows:

1. Prior to closing the sale of any property in Lemon Bay Isles Phase I, IA & II, application must be made to The Association to ensure compliance with the age restrictions. The application must state the names and ages of all prospective buyers and their intentions for the occupancy of the property. *The buyers must provide picture identification. A fee of \$50.00 payable to Lemon Bay Isles Property Owners' Association, in United States currency must accompany the application for each lot purchased. The screening process shall apply to all transfers of title within this subdivision, including persons who presently reside in Lemon Bay Isles Phase I, IA & II.*

2. Manufactured homes placed on lots must be at least double wide. All manufactured homes must have siding of aluminum and/or vinyl. No more than one manufactured home shall be placed on each lot and shall be used for residential purposes only.

3. No manufactured home shall be allowed in the subdivision that does not conform to appearance and quality with the manufactured homes previously located in the subdivision. No manufactured home shall be less than twenty-four (24) feet in width, have less than seven feet six inches (7' 6") from floor to ceiling height in the interior. No manufactured home shall be more than one (1) year old at the time placed or built in the subdivision, to be established by the structure's Certificate of Origin.

4. Before any manufactured home in the subdivision is occupied, the following items must be completed and conform to Charlotte County, Florida, Zoning and Building Codes:

- a. Hook up of all utilities.
- b. A concrete driveway with swale from the street to manufactured home at least twelve (12) feet by seventy (70) feet.
- c. A twelve (12) foot by twenty-five (25) foot aluminum, vinyl or wood carport, or approved garage.
- d. Brick, decorative block, cement board or vinyl skirting.
- e. A utility room/shed may be attached or unattached to the manufactured home, or placed under the carport. This structure must meet the homeowner's insurance policy requirements (if applicable).
- f. Complete sodding of the lot to the asphalt pavement.
- g. The front twenty-five (25) feet of the lot must be landscaped.
- h. The manufactured home must be placed and anchored according to Charlotte County, Florida, Zoning and Building Codes.

The above improvements, along with any Florida room, porch or other improvements must conform in style and construction to the manufactured home to which they are attached and must comply with all zoning and building regulations of Charlotte County, Florida.

5. Any structure must have a set-back of twenty-five (25) feet from the front lot line, or any canal or lake, twenty (20) feet from rear lot line and seven and one half (7 ½) feet from each side lot line, as required by Charlotte County, Florida.

6. A five (5) foot wide easement for utilities and drainage has been reserved on the plat along all lot lines. The plat also reserves maintenance easements on certain lots. All easements shown on the plat are incorporated herein by reference.

7. No lot owner shall place, or allow to remain, any shrubbery, fence, structure or any other obstruction on any drainage or utility easement. If an obstruction exists on any easement, the utility company shall have the right to remove, destroy, or cut through the obstruction without notice. The lot owner hereby agrees that neither, The Association, its assigns, nor the utility company, shall be liable for neither trespass nor damages. The lot owner shall be responsible for any costs incurred. If the cost of removing or cutting through the obstruction is not paid by the owner within thirty (30) days, the utility company may record a lien against the lot.

8. All connections to the sewer line owned by the Englewood Water District shall be made only by Englewood Water District or its duly-authorized agents. Each lot owner shall be responsible for the cost of extending the connection from the manufactured home to the main sewer line.

9. No animals shall be kept on any lot, except two domestic pets (canine and feline). Pets must remain on their own lot, except when being walked on a leash. Walking pets on or across private property is not permitted without permission of the property owner. All leashed pets must be held within 5 feet of the curb. In the event a pet deposits any by-products anywhere other than the owner's lot, the owner of the pet(s) is responsible for removing and disposing of the by-products.

10. The subdivision is restricted adult occupancy only. Occupancy of a unit for more than ninety (90) consecutive days in any twelve (12) month time period shall be construed as permanent. Each occupied unit (including rentals) must be permanently occupied by at least one person fifty-five (55) years of age or older.

No children shall be allowed to permanently occupy any unit. Persons under the age of eighteen (18) shall be considered children.

a. No privately-owned business or franchise that increases automotive traffic shall be operated by any property owner.

b. Any private sales, including but not limited to, garage, yard, estate, or tag are limited to two a calendar year per Charlotte County, Florida regulations.

c. Any type of solicitation is strictly prohibited.

d. All rental property shall be rented for a minimum of 30 days.

11. Property Maintenance:

a. Exterior of all homes, whether vacant or occupied, must be kept mold free and in good repair.

b. All lots whether vacant or occupied, must be kept mowed to a height of four (4) inches or less, all plantings be neatly maintained, lots kept free of litter, unsightly debris and structures. Owners of lots abutting a lake, canal or drainage easements shall be responsible for keeping the lake shoreline clean and free of aquatic weeds and growth twenty-five (25) feet out into the lake, and canal or drainage easements.

c. When any home or lot is not maintained in the above condition, The Association will notify the owners in writing that they have thirty (30) days to comply. Failure to comply will result in the Association entering the land or waterways to correct the problem and remove litter and unsightly structures. The owners will be charged for all work performed. If the cost is not paid to The Association within thirty days (30) after written notice is mailed to lot owners, a lien may be filed.

12. Additional action may be taken by The Association for issues of non-compliance and fines imposed. An initial registered return receipt non-compliance letter will be generated listing the areas of non-compliance that must be resolved within ten days of receipt. Failure to respond will generate a secondary letter. After twenty (20) days of no response, a fine of fifty to one hundred (\$50-100) dollars will be imposed. Debtor's names

will be conspicuously posted on the LBI POA bulletin board in the Edgewater Club house. If this same violation reoccurs within a twelve (12) month period, an additional fine will be levied.

13. Vehicles:

a. Parking: Currently registered and licensed automobiles, vans, and pickup trucks must be parked only on the owner's concrete driveway or slab, not on grass.

b. Temporary Parking: No motor home or camper of any kind may be parked on an owner's property within the twenty-five (25) foot setback from the lot line for more than five (5) consecutive calendar days within any thirty-day (30) period.

c. Storage: Any vehicle to include, but not limited to, a motor home, camper, automobile, boat, water vessel, golf cart, utility trailer, recreational or other vehicle of any kind must be stored in a garage, under the carport roof, or on a concrete slab which does not encroach upon any easement and does not violate set back regulations.

14. Any unique structure, dock, seawall, stones, or landscaping to be placed on a canal or lakefront must be approved, in writing, (accompanied by a schematic) by The Association and have the required State of Florida permits. No motors larger than five (5) horsepower are allowed on the lakes or canals. No boat shall maintain a speed which could create a wake in any canal or lake.

15. The only clotheslines permitted shall be the removable umbrella-type or post with retractable line type located in the back yard. Laundry may be hung only on these types of clotheslines. These clotheslines must be stored when the home is not occupied.

16. Video signal antennas (HDTV signal booster) including direct to home satellite dishes less than one meter (39.37 inches) in diameter and TV antennas sized for local broadcast signals are allowed. Antenna placement must be at the rear of the house and cannot exceed 12 feet in height above the roofline.

17. Political signs will be allowed only on private property for 60 days prior to an election and must be removed 7 days after said election.

18. Only one (1) additional attached or unattached structure shall be permitted per lot. Prior to any construction, a written request, accompanied by a schematic, must be submitted to The Association describing the type, material, height, width and length of the proposed structure. If approved, the Association will issue written permission, providing the request meets the regulations of Charlotte County, Florida.

19. No fence shall be erected on any property that encroaches on any easement. Fences may not extend beyond the width of the original approved structure. Prior to any fence construction, a written request, accompanied by a schematic, must be submitted to The Association describing the type, material, height, width and length of proposed fence. If approved, The Association will issue written permission, providing the request meets the regulations of Charlotte County, Florida.

20. Drones may be used in common areas only. Use on private property requires permission of the lot owner.

21. Golf carts:

- a. Golf carts must be driven only by persons 14 years of age or older.
- b. Golf carts are not allowed on walkways.
- c. Golf carts are not allowed to cross private property without the expressed permission of the owner.

22. Enforcement of these restrictions and covenants either to restrain violations or to recover damages shall be by proceedings at law or equity against any person or persons violating or attempting to violate any restrictions. The responsibility for enforcing these restrictions shall be the responsibility of The Association. The prevailing party in any such proceedings shall be entitled to its attorney's fees and court costs incurred. These restrictions and covenants shall run with the land and shall be binding upon all parties and persons who take title to a lot in said subdivision.

23. All lot owners in the subdivision must be members in good standing of the LEMON BAY ISLES PHASE I, IA & II PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit Corporation.

a. Lot owners shall pay the annual dues established by The Association, per each platted lot, even though multiple lots may be deeded as one property. Any dues increase must be voted on by the membership.

b. The Association shall own and be responsible for maintaining any drainage structures and drainage easements within the subdivision for which the County does not accept maintenance.

c. The Association shall be responsible for maintaining common areas; those pieces of land in the subdivision which are not part of a lot, street, nor recreation facility. If any owner fails to pay the annual dues of The Association by January 31st, a late fee of ten dollars (\$10) will be imposed. An owner may not avoid liability for The Association dues by disclaiming or waiving membership or use of the property owned by The Association. The Association shall be managed by the Board of Directors. The Directors shall be elected by members in accordance with the Articles of Incorporation and Bylaws of The Association.

24. The invalidation of any part of the restrictions shall not affect the remainder of the restrictions, which shall continue in full force and effect.

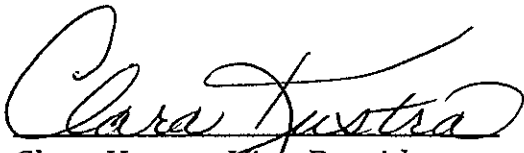
25. Failure by The Association to enforce any of those restrictions shall not render The Association liable to anyone. Failure will not constitute a waiver of the right to enforce the restrictions as to any subsequent violation.


26. Neither the Property Owners' Association, nor its successors or assigns, make any representations of any nature whatsoever with respect to the future maintenance, development, utilization, value or any other matter with respect to said subdivision.

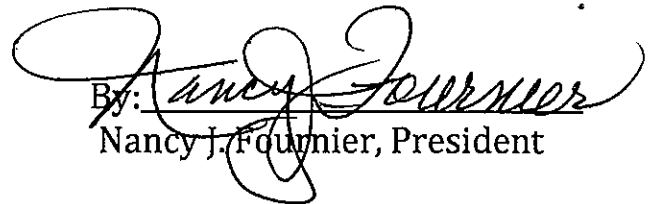
27. Lemon Bay Isles Property Owners' Association, Inc., was incorporated by the State of Florida on March 20, 1986. The Developer's sale dates of Phase I, IA & II passed the necessary year from date of first lot sale. Therefore, the enforcement of all restrictions now are the responsibility of The Association.

Signed, Sealed and Delivered
In the Presence of:

LEMON BAY ISLES PROPERTY
OWNER'S ASSOCIATION, INC.
PHASE I, IA & II


Clara Kustra, Vice-President


Bonnie M. Hartman, Director

By: 
Nancy J. Fournier, President