

## CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being duly elected and acting President of WOODCREST VILLAGE HOMEOWNERS ASSOCIATION INC., a Florida not-for-profit corporation, does hereby certify that at the duly noticed Annual Meeting of the Members held on Feb 5<sup>th</sup>, 2022, at which a quorum was established, the amendment to the Declaration of Covenants, Conditions and Restrictions for Woodcrest Village Homeowners Association Inc. set forth on Exhibit "A" was approved by the required vote of the members. The Declaration was originally recorded at Official Records Book 1552, Pages 616 et seq., as amended from time to time, Public Records of Lee County, Florida.

Additions indicated by underlining  
Deletions indicated by striking through

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal of the corporation.

Witnessed by:

WOODCREST VILLAGE HOMEOWNERS  
ASSOCIATION INC.

Imoty A Zigrassi  
Print Name: Imoty A. Zigrassi

By: William R. Benz, President

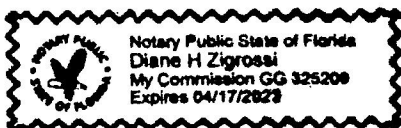
Diane H. Zigrassi  
Print Name: Diane H. Zigrassi

STATE OF FLORIDA )  
                                  ) §:  
COUNTY OF LEE

The forgoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization this 5<sup>th</sup> day of February, 2022, by William R. Benz as president of WOODCREST VILLAGE HOMEOWNERS ASSOCIATION INC., a Florida not-for-profit corporation, on behalf of the corporation and who [X] is personally known to me OR NA produced a Florida driver's license as identification.

[NOTARY SEAL/STAMP]

Diane H. Zigrassi  
Notary Public  
My Commission Expires: 4/17/2023



**Declaration of Covenants, Conditions and Restrictions**  
**For Woodcrest Village**

~~This Declaration is made on the day hereafter and set forth by Lehigh Corporation ("Developer").~~

**Recitals**

- ~~A. The Developer is the owner of the property in Lee County, Florida described on Exhibit "A" attached hereto, and it is in the process of developing the property for a project known as "Woodcrest Village".~~
- ~~B. It is contemplated that the Development will be completed in several phases, the initial phase of which shall be designated as "Woodcrest Village, Phase 1 A" the legal description of which is attached as Exhibit "B". Developer retains the absolute right to control the configuration, location, layout and plans for all units in all phases subsequent to phase 1-A.~~

~~NOW THEREFORE, the Developer hereby declares that the properties described in Exhibit "B" shall be subject to the terms and conditions of this Declaration upon recordation of this document and that at the Developer's sole option additional phases within the land described in Exhibit "A" may be made subject to the terms hereof by the Developer upon recordation of an amendment to this declaration to that effect. All properties described in Exhibit "B" and those described on Exhibit "A", if so designated by the Developer, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of the property and which shall run with the title to the property, and shall be binding upon all parties having any right, title or interest in the property or any part thereof, and their respective heirs, successors and assigns, and which shall inure to the benefit of the Association and each Owner, as those terms are hereinafter defined.~~

**Article I**  
**Definitions**

**Section 1. Association**

Association shall mean and refer to Woodcrest Village Homeowners Association Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

**Section 2. Owner**

Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 3. Properties**

Properties shall mean and include the property described in Exhibit "B" and the property described exhibit "A" if such property is hereafter brought into the jurisdiction of the Association



at the discretion of the Developer by the recording of a Declaration in accordance with the general plan of development. Annexation of land in Exhibit "A", or portions thereof and owners into membership of the Association and consequently the right to exercise membership prerogatives shall be automatic if the Developer so designates.

**Section 4. Common Areas**

Common areas shall mean all real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Parcel are as follows:

The Amenities Parcel, described on the attached Exhibit "C".

Common Roadway "A", described on the attached Exhibit "D".

Common Roadway "B", described on the attached Exhibit "E".

Common Roadway "C", described on the attached Exhibit "F".

Common Element "A", described on the attached Exhibit "G".

Common Element "B", described on the attached Exhibit "H".

Common Element "C", described on the attached Exhibit "I".

Common Element "D", describe on the attached Exhibit "J".

The term Common area shall also include such additional parcels of the Properties as the Developer may from time to time designate by filling a declaration in the public records of Lee County, Florida describing the additional Common Area, and/or as described in subsequent deeds to the Association.

**Section 5. Parcel**

Parcel shall mean the area of land fee title to which is conveyed to each owner by deed which will exclude common elements and limited common elements. As no plot will be recorded, parcels will be described by metes and bounds descriptions.

**Section 6. Limited Common Elements**

Limited Common Elements shall consist of such areas adjacent to each parcel as are separately conveyed to the Association by deeds which will indicate the parcels to which they are adjacent and will reserve the land for the exclusive use of the parcel owner except for Association and Utility company access for maintenance and other proper purposes.

**Section 7. — Developer**

~~Developer shall mean and refer to Lehigh Corporation, a Florida corporation, and its successors and assigns.~~

**Section 8. 7. First Mortgagee**

First Mortgagee means the holder of any Mortgage encumbering a Parcel, the lien of which is prior in dignity to all other liens encumbering the same Parcel.

**Section 9. 8. Recorded**

Recorded means filed for record in the public records of Lee County, Florida.

**Section 10. 9. Board of Directors**

Board of Directors means the Association's Board of Directors.

**Section 11. 10. Person**

Person means any natural person or artificial legal entity.

**Section 12. 11. Articles**

Articles shall mean the Articles of Incorporation of the Association.

**Section 13. 12. Declaration**

Declaration or Declaration of Covenants and Restrictions or Covenants and Restrictions shall mean this Declaration of Covenants, Conditions and Restrictions, and any Amendments and Modifications thereof.

**Section 14. 13. Association Expenses**

Association Expenses shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Parcels and the Owners thereof.

**Section 15. 14. Occupant**

An "occupant when used in connection with a unit means a person who is physically present in a unit on two or more consecutive days, including staying overnight." "Occupy" means the act of staying overnight in a unit. A "permanent occupant" is any person who is physically present in a unit for more than thirty (30) days.

**Section 16. 15. Assessment**

Assessment shall mean a share of Association Expenses required for the payment of the Association Expenses which from time to time are assessed against the Parcels and the Owners.

**Section 17. 16. Singular, Plural, Gender**

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Properties by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions thereof.

**Section 18. 17. Guest**

A "guest" is defined as a person who enters upon the Association property at the invitation of a unit owner (or their respective families) for the purpose of visiting the unit owner (or their respective families), or utilizing the Association property. Use or visitation without consideration (Payment) distinguishes a guest usage from a tenancy.

**Article II**  
**Property Rights**

**Section 1. Owners Easements of Enjoyment.**

Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and pass with the title to every Parcel, whether or not the same shall be referred to in any deed conveying title to any Parcel, subject to the following provisions:

- (a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Areas for a non-association related private event.
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities within the Common Areas by Owner, for any period during which any assessment against his Parcel remains unpaid or is delinquent in excess of 90 days for any infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, for such purpose and subject to such conditions as may be agreed to by the members. No such deed or transfer shall be effective unless an instrument agreeing to such deed or transfer has been recorded. A vote of a majority of members shall be required to approve such deed or transfer

**Article III**  
**Membership and Voting Rights**

**Section 1. Members**

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment.

**Section 2. Voting Rights**

Each Parcel shall hold one indivisible membership in the Association, and is entitled through its owners to cast one vote, in cases of multiple ownerships the single vote shall be cast in the manner decided by a majority of the owners of the Parcel. In no event shall more than one vote be cast with respect to a single Parcel, nor shall fractional votes be permitted. In cases where the Owners of a Parcel are unable to agree on the casting of a vote, the Parcel shall be recorded as abstaining.

**Section 3. Amplification**

The provisions of this Declaration may be amplified with the Articles and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict among this Declaration, the Articles or the By-Laws, this Declaration shall control.

**Article IV**  
**Rights and Obligations of the Association**

**Section 1. Common Areas**

The Association, subject to the rights of Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and shall improvements thereon, and shall keep the same in good, clean, substantial, attractive and sanitary condition, order and repair. The Association's duties shall extend to and include all parking areas and private roadways, if any, situated on the Common Area.

**Section 2. Maintenance of Private Roadways**

The Association shall be responsible for the maintenance and upkeep of the private roadways.

**Section 3. Services**

The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with the operation of the Common Areas or the enforcement of this Declaration.

**Section 4. Personal Property for Common Use**

The Association may acquire, hold and own tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided by the Articles or By-Laws.

**Section 5. Rules and Regulations**

The Association from time to time may adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Properties, Common Areas and limited common elements. The rules and regulations shall be consistent with the rights and duties established by this Declaration.

**Section 6. Taxes and Insurance**

The Association shall at all times pay the real property and ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association.

The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Areas. The insurance policies shall be in the name of the Association and be for the benefit of the Association members and such other parties as the Association deems proper. The insurance policy or policies shall be in such amounts and subject to such conditions and with such provisions as the officers or the Board of Directors may determine, provided the same are not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable.

**Section 6 (a) Home Owner Insurance**

The Association shall require:

- a) It shall be the responsibility of individual Unit owners to secure, at the Units Owners expense, comprehensive fire, windstorm, and extended coverage;
- b) ~~Insurance Policies shall identify Woodcrest Village Homeowners Association as additional loss payee;~~
- b) Each Unit Owner shall cause to deliver to the Association a Certificate evidencing the existence of such insurance policy annually;
- d) ~~The insurable amount of such insurance shall be in an amount as determined by the Board of Directors or such amount sufficient to repair or replace an "insurable event";~~

- e) ~~Should Unit Owner fail to secure or provide evidence of insurance, the Association may procure such policy and recover such cost, including lien of the specific Unit for recovery of policy procurement cost.~~

**Section 7. Implied Right**

The Association may exercise any of the rights and privileges given it expressly by this Declaration, its Articles or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

**Section 8. Restrictions on Capital Improvements**

At all times hereafter, all capital improvements to the Common Areas, except for replacement or repair of those items installed by the Developer Association and except for personal property related to the maintenance of the Common Areas, shall require the approval of a majority two-thirds (2/3) vote of the Members.

**Article V**  
**Covenants for Assessments**

**Section 1. Creation of the Real and Personal Obligations of the Assessment**

Each Owner of any Parcel by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association, (a) Annual Quarterly Assessments or charges, and (b) Special Assessments, such assessments to be established and collected as herein provided. The annual and Special Assessments together with interest, late fees, costs and reasonable attorney fees (trial, appellate and bankruptcy courts), shall be a charge on the Parcel, a continuing lien upon the property against which each such assessment is made. It is the personal obligation of the Owner of such property at the time when the assessment falls due.

**Section 2. Purpose of Assessments**

The Assessment levied by the Association shall be used exclusively to promote the recreational, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and Limited Areas, and for the purpose of enabling the Association (a) to pay all ad valorem taxes assessed against any property, real or personal, or any interest therein owned by or leased to the Association, and to pay any other taxes payable by the Association; (b) to pay for insurance on any buildings, land or other improvements owned by or leased to the Association, and public liability insurance as hereinabove provided; (c) to pay for all expenses of operating the Association including without limitation, management fees, legal and accounting fees, payroll and general office operating expenses and to any and all other things necessary and desirable in the judgment of the Board of Directors; (d) to keep the property owned or leased by the Association neat and attractive or to preserve or enhance the value of the property or to eliminate a fire, health or safety hazard, or which in the judgment of the Board of Directors may be of general benefit to the members of the Association; (e) to repay funds together with interest thereon, borrowed by the Association and used for the purposes referred to therein; and (f) to accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board of Directors to allocate or apportion the funds collected

pursuant hereto or expenditures there from among the various purposes specified herein and the judgment of the Board of Directors and the expenditures of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or un-invested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the maintenance assessment was assessed and may reclassify as non-statutory reserves.

**Section 3. Maximum Annual Assessment**

- (a) ~~From and after January 1, 1983, the~~ The maximum annual assessment may be increased each year by not more than 15% above the maximum assessment for the previous year without a vote of the membership.
- (b) The Board of Directors shall fix the annual assessments.
- (c) Any increase of annual assessments in excess of that permitted by Paragraph (b) above shall become effective only upon a two-thirds (2/3) vote of the membership, at the Annual Membership Meeting, or a Special Meeting duly noticed and called.

**Section 4. Special Assessments for Capital Improvements**

- (a) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, extraordinary repair or replacement of a capital Improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall require a ~~majority~~ two-thirds (2/3) vote of the Members.
- (b) The above special assessment power shall not include the power to construct new capital improvements. Should new capital improvements be proposed for construction and financed by special assessment, they shall require approval of a two-thirds (2/3) vote of members.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4**

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. ~~At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If a quorum is not present at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcements at the meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.~~

**Section 6. Uniform Rate of Assessment**

Each annual and special assessment must be fixed at a uniform rate for all Parcels, which is to say that each Parcel will be assessed the same dollar amount as its equal ~~proportional share of~~ each individual assessment.

**Section 7. Date of Commencement of Annual Assessments Due Dates**

The annual assessments provided herein shall commence as to each owner in Woodcrest Village



on the first day of the month following the conveyance to the owner of Fee Simple title to his parcel. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year and shall be included the total monthly assessment due for the remainder of the then current calendar year plus the total assessment required for one additional calendar year; provided, however, that in no event shall the initial levy exceed the assessed amount for eighteen (18) months. The Board of Directors shall fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Parcel is binding for herein as such assessments relate to Parcels added to this Declaration shall commence upon filing of an Amendment to the Declaration subjecting the Parcels to the terms and conditions hereof.

**Payments by the quarter and year:** Payments by the quarter are due on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month of the quarter and no later than the tenth (10<sup>th</sup>) day of the New Year. Payments for the full year shall be made no later than the tenth (10<sup>th</sup>) day of the New Year.

#### **Section 8. Effect of Non-Payment of Assessments**

If any assessment is not paid within ten (10) calendar days after the due date, a late fee in the amount of the greater of twenty-five (\$25) dollars or five (5%) percent of the amount of each installment that is past due, ~~not to exceed a maximum amount of fifty (50) dollars.~~ In addition, any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowable by law per annum. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, ~~at any time thereafter,~~ bring an action at law against the owner personally obligated to pay the same, and or foreclose the lien against the home or both if delinquency exceeds 90 days, as amended from time to time. The Association shall not be required to bring such an action if it believes that the best interest of the Association would not be served by doing so. There shall be added to the assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorney's fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No owner may waive or otherwise escape liability for assessments provided for herein by non-use of, or the waiver of the right to use the common areas or by abandonment of the home/unit.

#### **Section 9. Subordination of the Lien to Mortgages**

~~The lien of the Assessments provided for herein shall be subordinate to the lien of any First Mortgage held by a Bank or Institutional Lender. Sale or transfer of any Parcel shall not affect the assessment lien.~~

~~However, the sale or transfer of any Parcel pursuant to the mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.~~

The lien of the Assessments provided for herein shall be subordinate to the lien of the First Mortgage held by a Bank or Institutional Lender. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to the mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof. Assessments for Common Expenses, including regular Assessments and Special Assessments, and installments thereof, and Charges, along with interest thereon at the highest rate allowed by law and all costs and expenses of collection (including but not limited to late fees), including reasonable attorneys' fees and costs incurred in attempting to collect said Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Parcel against which such Assessments or Charges are made. Each Assessment and all Charges against a Parcel, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorneys' fees, shall be the personal obligation of the person, persons or entity owning the Parcel assessed or charged and shall be the joint and several liability of all future Owners of the Parcel. Except as provided below, any person or entity which acquires title to a Parcel, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his share of the Assessments and Charges, including interest, late fees, attorneys' fees and all other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The lien shall set forth the Assessments due to the Association as of the date the lien is signed and shall be acknowledged by an officer or agent of the Association. The lien shall secure additional Assessments that become due, as well as interest, late fees, attorneys' fees and all other costs and expenses of collection that are due and become due after recordation of the lien. Upon recordation in the Public Records of Lee County, Proposed Amendment to Amended and Restated Declaration Woodcrest Village Homeowners Association, Inc. Florida, the lien shall relate back to the date of recording of the Original Declaration, except as to first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Parcel. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first Mortgagee obtains title to a Parcel as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title shall be liable for the share of Assessments or Charges pertaining to such Parcel or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085 of the Act.

#### **Section 10. Enforcement Related Special Assessments**

The Association shall be authorized to levy special assessments on Parcels and personally against Owners as authorized elsewhere in this Declaration as they relate to enforcement related issues.

### **Article VI**



## **Covenants and Restrictions**

### **Section 1. Easements for access, maintenance, drainage, utilities, recreation and encroachments**

- (a) **General.** Each parcel will be deeded subject to easements in favor of ~~Developer~~, Association, and adjacent unit owners (including present and future owners of properties described in Exhibit "A") as are necessary to provide for easements for access, maintenance, drainage, utilities, recreation and encroachments. There is specifically reserved to the Developer, its successors and assigns, a perpetual roadway easement for ingress and egress by pedestrian and vehicular traffic in favor of the lands described in Exhibit "A" over and across the roadways described in Exhibits "D", "E" and "F". Each parcel owner will also be deeded such easements as are necessary for full enjoyment and maintenance of his parcel. Since these easements will vary from parcel to parcel somewhat, this Article, and a sample of their application to a selected parcel is attached as Exhibit "K". For the specific easements applicable to a given parcel, each owner is referred to his deed and individual parcel survey.
- (b) **Front.** An easement for drainage and utilities will be reserved over and across the front eight (8) feet (along the roadway) of each parcel, in favor of ~~Developer~~ and Association.
- (c) **Side.**
- (1) Along the sidelines a gap of approximately six (6) feet between structures is planned. In such cases the parcel boundary will leave approximately five (5) feet of ownership in one parcel, and approximately one (1) foot of ownership in the other as illustrated on Exhibit "K". In this approximate six (6) foot pathway extending from front to rear of parcels the following easements will be created.
  - (2) An easement for access will be granted to any adjacent owner needing to use this pathway to maintain portions of his own structure.
  - (3) An easement for recreation will be created in favor of the owner of the larger (about five (5) feet) portion of this area in and to the remainder of the area (about one (1) foot) adjacent to his sideline.
  - (4) An easement for maintenance only will be created in favor of the owner of the smaller (about one (1) foot) portion across the larger (about five (5) feet) portion for the sole purpose of maintenance of the exterior of his structure.
  - (5) The Association will reserve easements for access, drainage and utilities purposes over and across the entirety of each six (6) foot strip.
- (d) **Rear**
- (1) Parcels and planned structures are designed so that a privacy fence crossing the parcel boundary divides the patio area of each unit from the patio unit adjacent to the rear. In addition, the parcel boundary will run approximately three (3) feet from the exterior of

each structure, creating and approximate six (6) foot gap interrupted by the privacy fence. The following easements will be created in each deed to facilitate this arrangement:

- (2) Each parcel owner will receive an easement for recreational purposes over and across that portion of the adjacent parcel lying directly to the rear of his patio area.
- (3) The patio area of each parcel will be made subject to an easement in favor of the parcel to its rear for maintenance of that parcel's structures. This easement will be three (3) feet in width and extend from the privacy wall across the width of the patio area to the sideline of the parcel. Further access for the use of this maintenance easement will be along the appropriate sideline access easement which is described in paragraph (c) (2) above.
- (4) The Association will retain an easement across the entire six (6) foot strip (lying approximately three (3) feet on either side of the parcel line) for access and drainage purposes.

**(e) Miscellaneous**

- (1) The Association retains the right to grant co-existing and non-exclusive easements for utilities purposes over and across the easement areas set out in this paragraph and in favor of the companies furnishing various services mentioned in Section 5, 11, 12 and 13 of Article VI of this Declaration, as easements may be necessary for the installation, maintenance, repair and operation of the utilities and services provided.

(2)(i) An easement is created over and across each parcel, limited common element, and common element, including those in future phases ~~for encroachments~~ which now or hereafter exist or come into being caused by settlement or movement of the buildings or other improvements upon the property, or caused by minor inaccuracies in construction or reconstruction of the building or improvements upon the property, or caused by settling, overhands, including plants, board and cement walkways, screen and trellis supports and patio enclosure walls, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. An easement for maintenance of such encroachments is hereby created so long as such encroachments stand.

(ii) It being possible that the close proximity of structures and parcel boundary lines, especially along sides and rear of parcels may create special problems of maintenance of utilities and drainage, there is hereby reserved in favor of the Association an easement to enter upon and cure any utilities or drainage problem, over and across these properties described in Article VI (Section 1)(e)(2)(i)(just above), and this right shall include the right to add or to modify the exterior (but not the interior) of structures. For example, the Association has power hereunder to add gutters, down spouts, catch basins, etc. to a given parcel and structure if such is required to cure a drainage problem.

- (3) The Association shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section. The owners of parcels subject to the privileges, rights and easements referred to herein shall acquire no right title or interest in and to any pipes, lines or other equipment or facilities placed on, over or

under the property which is subject to the easements. All such easements are and shall remain private easements and the sole and exclusive property of the Association and its successors and assigns.

## **Section 2. General**

The following covenants and restrictions shall apply to all Properties included within Exhibit "B", and all properties within future phases added by Amendment to this declaration.

- (a) Parcels shall be used for single-family residential purposes only, businesses and all other non-residential uses are specifically prohibited. Occupancy is limited to two (2) persons per bedroom. Renting or leasing of units is prohibited.
- (b) Repair, outside of an enclosed garage, of wheeled vehicles of any kind or boats is prohibited. Storage, outside of an enclosed garage, of wheeled vehicles or boats is prohibited.
- (c) Changes in the exterior color schemes or elevations of any residence or other buildings, or fence, wall, driveway, swimming pool or other structure or improvement shall not be made without the prior written approval of the Architectural Control Committee (the "Committee") of the Association. No addition or alteration to any structure shall be allowed without the Committee's approval. No awnings, shades or other extraneous fixtures or decorations may be attached to the exterior of any structure without the Committee's approval. No exterior windows or doors, including garage doors, may be altered, added, or deleted or relocated except where approved by the Committee in accordance with designs approved by the Committee. Roof ventilators, exposed pipes, gutters, down spouts, eaves flashing and other exterior vents shall be painted to match adjacent surfaces. Pastel colored exterior color schemes or exposed or painted concrete block exteriors on the above structures are prohibited. No carports shall be permitted, and installation of doors on all garage openings facing the roadways is required.
- (d) Flag Poles: Florida Statute 720.304 (2) provides: Any homeowner may display one portable, removable United States Flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, no larger than four and one half (4-1/2) feet by six (6) feet, which represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard or a POW-MIA flag, regardless of any covenants, restrictions, by-laws, rules, or requirements of the Association.

Any homeowners may erect a free-standing flag pole, no more than twenty (20) feet high on any portion of the home-owners real property, regardless of any covenants, restrictions, by-laws, rules or requirements of the Association, if the flag-pole does not obstruct site lines at intersections and is not erected within or upon an easement. The homeowner may ~~may~~ further display in a respectful manner from that flagpole, regardless of any covenants, restrictions, by-laws, rules or requirements of the association, one official United States flag, not larger than four and one-half (4-½) feet by six (6) feet, and may additionally display one official flag of the State of Florida or the United States

Army, Navy, Air Force, Marines, or Coast Guard, or a POW MIA flag. Such additional flag must be equal in size to or smaller than the United States flag.

- (e) The grounds of each Parcel (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his Parcel (whether vacant or occupied) in a neat and attractive condition, the Association or its authorized agents or successors and assigns may, after ten (10) days' notice to such Owner, enter upon such Parcel and have the grass, woods or other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed there from. Such Owner shall be personally liable to the Association for the cost of any cutting, removing of debris, clearing and maintenance described above the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such Parcel, enforceable by the Association by any appropriate proceeding at law or in equity. All costs incurred by the Association on behalf of such Owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give the Association or its designated committee or its successors and assigns, the right to enter upon any parcel and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 am and 6:00 pm on any day except Sunday.
- (f) No fence or other obstruction shall be constructed or rubbish, trash, garbage, grass clippings, leaves or any other discarded items shall be deposited in any street, gutter, drainage swale or ditch so as to restrict free access of flow of drainage.
- (g) The Association shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located upon any Parcel, if the location of the same will, in the sole judgment and opinion of the Committee, obstruct the vision of the motorist upon any of the roadways.
- (h) Exterior of Structures. The Owner of a Parcel shall maintain all exterior surfaces and roofs, fascia's and soffits of structures, and other improvements located on the Parcel, maintenance shall include maintaining screens and screen enclosures, windows, and doors. The minimum, though not sole, standard for the foregoing shall be consistency with the general appearance of the Properties as initially constructed and otherwise improved, taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness. The Owner shall clean, repair, re-stain or replace, as appropriate, the exterior portions of each structure, with the same colors as initially used on the structure, including exterior surfaces of garage doors, as often as is necessary to comply with foregoing standards. Upon the failure of any Owner to perform the maintenance required herein, the Association may, after ten (10) days notice to such Owner, enter upon such Parcel and perform the necessary maintenance. The cost of said maintenance shall be the personal obligation of the Owner, and shall be deemed to be a special assessment against the Parcel collectible in the same fashion as any other assessment.
- (i) Notwithstanding anything to the contrary contained in this Declaration, garages are

prohibited from being converted into living spaces, and must be used for vehicle storage and have operational garage doors. Parcels not in compliance are grandfathered in for the current Owner.

### Section 3. Driveways

Driveway areas will be included in each Parcel Deed. Owners of Parcels accept sole responsibility for maintaining the driveway areas, and no driveway area shall be used for any other purpose.

No driveway extensions are allowed under any circumstances.

### Section 4. All Structures to be Approved by the Association

For the purpose of further insuring the development of the Properties as a residential area of highest quality and standards, and in order that all improvements on each Parcel shall present an attractive and pleasing appearance from all sides of view, the Committee shall be vested with the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Parcel in the manner and to the extent set forth herein. No residence or other building, and no building, fence, wall, driveway, swimming pool or other structure or improvements, regardless of the size or purpose, wherever placed, be erected or allowed to remain on any Parcel, nor shall any additions to or exterior change, including enclosed garage, or alteration thereto shall be made, unless and until building plans and specifications covering the same (building plans and specifications shall show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Parcel and approximate square footage, and contain a construction schedule and such other information as the Association shall require, including, if so required, plans for the grading and landscaping of the Parcel showing any changes proposed to be made in the elevation and surface contours of the Parcel) have been submitted to and approved by the Committee in writing. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Parcel-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications, Parcel-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of the proposed construction, the materials to be used and the quality of the proposed workmanship. Building designs of contemporary styling using natural materials having earth tones are encouraged by the Association. No plans and specifications shall be approved unless suitable sidewalks and landscaping are provided. Builders shall be responsible for landscaping, including providing ground cover and erosion control of the Parcels themselves and the areas between Parcel lines and streets and Parcel lines and the water line of the lake where applicable. Any requests for approval not approved or denied by the Committee within sixty (60) days of submission shall be considered automatically approved and no further approval shall be necessary.

### Section 5. No Overhead Wires

All telephone, electric and other utility lines and connections between the mail utilities lines and the residence and other buildings located on each Parcel shall be concealed and located underground so as not to be visible. Electric service is provided by Lee County Electric Co-Operative, Inc., through underground primary service lines running to transformers. The Developer has provided an underground conduit to serve each Parcel, extending from the point

of applicable transformer to a point at or near a Parcel line, and such conduit to each Parcel shall become and remain the property of the Owner of the Parcel. Each Owner requiring an original or additional electric service shall be responsible to complete at his expense in the secondary electric service conduits, wires (including those in the conduit provided by the Developer), conductors and other electric facilities from the point of the applicable transformer to the residence on the Parcel and all of the same shall be and remain the property of the Owner of each Parcel. Each owner shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence on his Parcel.

Section 6.      Residing Only in Residence

No trailer, basement, garage or any outbuilding of any kinds even if otherwise permitted hereunder to be or remain on a Parcel, shall be at the time used as a residence either temporarily or permanently.

Section 7.      Signs

Signs are prohibited to be displayed on the Parcel with the exception of one "For Sale" sign and one home-security sign, which must be placed under the structure's eave in a mulch or shrub bed to eliminate interference with lawn care.

Section 8.      Aerials and Antennas

No radio or television aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Parcel or on any portion of any Parcel occupied by a building or other structure unless and until the location, size, and design thereof shall have been approved by the Architectoral Committee.

Section 9.      Mail Boxes

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any Parcel unless and until the size, location, design and type of material for the boxes or receptacles shall have been approved by the Committee Board of Directors. ~~When the United States mail service or the newspaper or newspapers involved shall make delivery to a wall receptacle attached to the residence, each Owner shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.~~

Section 10.     No Offensive Activities

No illegal, noxious or offensive activity shall be permitted or carried on any part of the Properties, nor shall anything be permitted or done thereon which is or may become a nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any part of the Properties. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of the Properties or road rights-of-way.

Section 11.     Well Limitation: Water Supply

No individual water systems or well of any type shall be maintained, drilled or permitted on any Parcel without prior approval of the Association. The central water system operated by the local



utility provider will provide for the service of the Parcels and shall be used as the sole source of water for all purposes on each Parcel except water used for yard, garden or air conditioning purposes including, but not limited to, water for all water spigots and outlets located within and without all buildings, swimming pools or other exterior uses, and each Owner at his expense shall connect his water lines to the water distribution main provided to serve the Owner's Parcel and shall pay the connection fee (if any) and water meter charges. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof.

#### Section 12. Sewage Disposal

Each Owner, at his expense, shall provide to serve his Parcel so as to comply with the requirements of such sewage collection and disposal service of the local utility provider. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service, the local utility provider has the sole and exclusive right to provide all water and sewage facilities and services to the property described herein except as set forth hereafter. All sewage from any building or structure must be disposed of through the sewage lines and disposal plant owned or controlled by the local utility provider. No water from air-conditioning systems or swimming pools or nondomestic drains shall be disposed of through the lines of the sewage system except where special rate provisions have been made with the utility company.

#### Section 13. Water and Sewage Regulations

All parcels are subject to all rules, regulations and ordinances relative to water and sewer rates, usage, rights, privileges and obligations regarding such services as may be adopted from time to time by the Florida Public Service Commission, or its successors.

#### Section 14. Parking

Parking on landscaped areas is prohibited. Parking in streets is prohibited except for up to three hours during daylight hours. Parking lots are reserved for guests only. Parking of a lettered truck, van or other automobile, commercial vehicle, governmental vehicle (with the exception of police, fire and EMS), boat, camper, \*RV or mobile home, unless parked in a garage, is prohibited before the hours of 8 AM and after the hours of 8 PM. Parking of a vehicle that is inoperative, wrecked, dismantled, in disrepair, or that does not have a current affixed and valid automobile license tag, is prohibited.

\*RV and Camper Van Policy: Unit owners can park an RV, Camper or Camper Van on the street for loading or unloading purposes for a period not to exceed 24 hours. Loading and unloading will be done in an 8 am to 8 pm period on the street in front of their home and the vehicle after 8 pm must be parked in the visitor lot. After a 24 hour period the vehicle cannot be parked anywhere in Woodcrest Village.

#### Section 15. Garage Sales

~~Garage, tag, rummage, yard, estate, etc. sales are prohibited.~~

A community garage sale is permitted twice a year. The Community Garage Sale Committee will present a plan for the event to the Board of Directors for approval.

#### Section 16. 55 and Over Housing

In accordance with the Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995, and as provided in parallel state or local ordinances, all as amended from time to time, at least one person fifty-five (55) years of age or older must be the permanent occupant of each unit while any other person occupies said unit. The Board of Directors shall have the authority to establish additional regulations, if necessary, to define "permanent occupancy." It is the intention of this provision that the individuals who customarily reside in the unit as their primary or seasonal residence will be the "permanent occupant." Any additional permanent occupant of the unit, who is under the age of fifty-five (55) and age eighteen (18) or older may occupy and reside in the unit as long as one of the permanent occupants is age fifty-five (55) or older, subject to other occupancy restrictions contained in this Declaration, the By-Laws, or the Rules and Regulations, as amended from time to time. Guests shall be allowed to occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year providing the unit owner is in residence. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exceptions where the granting of a hardship exception will result in violating applicable fair housing law standards. Any surviving co-habitant or heir of a unit Owner may not be denied membership in the Association and permanent occupancy of a unit provided that he/she obtains title to the unit. The Board of Directors may establish additional policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute authority to deny occupancy of a unit by any person(s) whose occupancy would violate this provision.

In addition, Section 760.24-760.37 (4a) of Florida Statute states:

- 1) At least 80% of the occupied units are occupied by at least one person 55 years of age or older and 20% may be under the age of 55;
- 2) The community publishes and adheres to policies and procedures that demonstrate its intent to in fact be a provider of housing for older persons; and
- 3) The community complies with rules established by the U.S. Department of Housing and Urban Development (HUD) for verification of occupancy as amended from time to time.

#### Section 17. Guests Occupancy.

"Guest" is defined as a person who enters upon the Association property at the invitation of a unit owner (or their respective families) for the purpose of visiting the unit owner (or their respective families), or utilizing the Association property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

- (a) Non-Overnight Visitation by Guests When Unit Owner (or spouse) is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other Association residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict guest visitation relative to convicted felons, including but not limited to registered sex offenders. Non-overnight



guests shall be entitled to use the Association's facilities only when accompanied by the unit owner (or an adult resident member of the unit owner's family). The Board may establish additional restrictions on guest usage of Association facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usage per guest, and the like.

- (b) **Overnight Guests When Unit Owner (or spouse) is in Residence.** Unit owners (and their respective family) may have related or unrelated overnight guests, so long as the unit owner is in simultaneous residents residence. Guests may not make use of the house during daylight hours when the owner is not in residence. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than two (2) persons per bedroom plus two (2) sleep overnight in any unit, including the unit owner and his or her family. Overnight Guests are restricted to staying in any unit for a maximum of thirty (30) days in a calendar year. Exceptions may be made by the Board of Directors based upon evidence of hardship involving the guests.

#### **Section 18. Pets**

An owner may keep, harbor or maintain ~~one (1) pet of a domesticated breed of dog two pets~~ animals. Only one can be a dog and the other a pet other than a dog, subject to prior approval of the Board of Directors. No pet may exceed twenty-five (25) pounds in weight. The ability to keep pets is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents. Pets must not be permitted to run loose and must be leashed when outside the home or fenced yard.

#### **Section 1. Enforcement**

##### **Article VII Miscellaneous**

- (a) Enforcement of the Association's governing documents, defined as Florida Statutes, Declarations, Articles, By-Laws and Rules and Regulations, may be brought by the Association or any Owner, and shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Parcels to enforce any lien created by these covenants.
- (b) **Fines.** The Board of Directors may levy fines against units whose owners commit violations of the ~~condominium act~~, the provisions of the condominium documents, the rules and regulations, or who condones such violations by their family members, guests or agents. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. ~~and no fine may be levied against an unoccupied unit.~~ The procedure for imposing fines shall be as follows:
- (1) Notice: the party against who the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable written notice of not less than fourteen (14) days and the notice shall include:
- a. A statement of the date, time and place of the hearing:

- b. A specific designation of the provisions of the Declaration, By-laws, or rules that are alleged to have been violated;
  - c. A short and plain statement of the specific facts giving rise to the alleged violation(s); and
  - d. The possible amounts of any proposed fines.
- (2) Hearing: At the hearing the party sought to be fined shall have a reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors, related to or residing with a Director. If the panel, by majority vote, does not agree with the fine, it may not be levied.
- (3) Fines not paid within ten (10) working days after the due date shall be the personal obligation of the Owner, and shall be deemed to be a special assessment against the Parcel collectible in the same fashion as any other assessment.
- (c) In the event the Association is required to engage the services of an attorney to seek enforcement of the Association's governing documents, whether or not litigation is commenced, the Association shall be entitled to recover reasonable attorney fees and costs associated with such enforcement however incurred, whether incurred by way of mediation arbitration, trial, appellate, and bankruptcy courts, etc. The cost and attorney fees so incurred shall be the personal obligation of the Owner, and shall be deemed to be a special assessment against the Parcel and shall be collectible in the same fashion as any other assessment.
- (d) Failure by the Association to enforce any covenants, conditions and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

## Section 2. Approval of Homeowners Association

Wherever in these Covenants, the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. Such request shall be sent to the Association by registered or certified mail with return receipt requested. In the event that the Association fails to act on any such written request within thirty (30) days after the same together with all Amendments, Addenda and changes have been submitted to the Association, the consent or approval of the Association the particular action sought in such written request shall be presumed, however, no action, except as referred to in Section 4, Article VI, shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants and Restrictions herein contained.

## Section 3. — Developer May Designate a Substitute

~~The Developer shall have the sole and exclusive right at any time from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these Covenants and Restrictions affecting the Properties. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers,~~

~~privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in the Association except in the event aforesaid.~~

Section 4. — Amendment of Restrictions

~~The Developer reserves the right without consent or joinder of anyone to amend or alter these covenants and restrictions and any part thereof, until 90% of the Parcels are sold or until five (5) years from date of recording hereof, whichever occurs first. Thereafter, these covenants and restrictions may be amended by majority vote of the Members. The Amendment shall become effective upon its recording in the Public Records of Lee County, together with a certificate that it has been properly adopted.~~

~~However, during the period of Developer control described herein, Developer shall pass no amendment, nor cause such to be passed by Association, which would adversely affect the substantial rights of non-developer owners unless the same be approved by a two-thirds (2/3) vote of members (excluding parcels voted by the Developer).~~

~~These covenants and restrictions shall run with and bind the land for a period of Twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of Ten (10) years, unless amended or abolished by a majority of members through the method described above.~~

Section 5. 3. Severability

~~Invalidation of any one of these Covenants or Restrictions by judgment or court orders shall in no way affect any other provisions which shall remain in full force and effect.~~

Section 6 — Annexation

~~Additionally, residential property and Common Areas may be annexed to the properties described in Exhibit "A" with the consent of a majority of the members. This provision is not to be construed as requiring voter consent for the annexation of properties included within Exhibit "A". The addition or annexation shall occur automatically within the sole discretion of the Developer upon the recordation of a declaration imposing the strictures of this document upon the annexed property; provided, however, that the Developer may only exercise this annexation prerogative until December 31, 1992.~~

REC 1552 PG 642

LEGAL DESCRIPTION

PARCEL "A" OF PARKWOOD III, A SUBDIVISION OF LEHIGH ACRES LOCATED IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 28, PAGE 94 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND PARCEL "B" OF PARKWOOD II, A SUBDIVISION OF LEHIGH ACRES LOCATED IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 28, PAGE 84 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

May 27, 1981

LEGAL DESCRIPTION

REC 1552 PC 643

PHASE 1 - A

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MARKER AT THE SOUTHEAST CORNER OF PARCEL  
"B" OF PARKWOOD II, A SUBDIVISION OF LEHIGH ACRES AS RECORDED IN  
PLAT BOOK 28, PAGE 84 OF THE PUBLIC RECORDS OF LEE COUNTY.

THENCE SOUTH 89°-29'-11" WEST 331.87 FEET TO A POINT ON THE WEST  
BOUNDARY LINE OF A COMMON ROADWAY; THENCE NORTH 00°-30'-49" WEST  
AND ALONG SAID BOUNDARY LINE 161.00 FEET TO THE POINT OF CURVATURE  
OF A CURVE TO THE RIGHT HAVING A RADIUS OF 42.00 FEET AND A CENTRAL  
ANGLE OF 151°-22'-54"; THENCE ALONG THE ARC OF SAID CURVE 110.97  
FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT  
HAVING A RADIUS OF 36.08 AND A CENTRAL ANGLE OF 35°-52'-14"; THENCE  
ALONG THE ARC OF SAID CURVE 22.59 FEET; THENCE NORTH 00°-30'-49"  
WEST 304.72 FEET TO A POINT ON THE SOUTH BOUNDARY OF A COMMON  
ROADWAY; THENCE SOUTH 89°-29'-11" WEST AND ALONG SAID BOUNDARY 8.50  
FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A  
RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 83°-57'-28"; THENCE ALONG  
THE ARC OF SAID CURVE 43.96 FEET TO A POINT OF REVERSE CURVATURE  
OF A CURVE TO THE RIGHT HAVING A RADIUS OF 46.00 FEET, A CENTRAL  
ANGLE OF 263°-57'-28"; THENCE ALONG THE ARC OF SAID CURVE 211.92  
FEET TO A POINT ON THE NORTH BOUNDARY LINE; THENCE NORTH 89°-29'-11"  
EAST AND ALONG SAID BOUNDARY LINE, 259.08 FEET TO THE POINT OF  
CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.00 FEET,  
A CENTRAL ANGLE OF 38°-56'-33"; THENCE ALONG THE ARC OF SAID CURVE  
36.70 FEET; THENCE LEAVING THE BOUNDARY LINE OF THE COMMON ROADWAY,  
NORTH 89°-29'-11" EAST 35.13 FEET TO A POINT ON THE WEST RIGHT-OF-  
WAY LINE OF BETH STACEY BOULEVARD, THENCE SOUTH 00°-20'-28" WEST AND  
ALONG SAID RIGHT-OF-WAY LINE 482.61 FEET TO THE POINT OF BEGINNING.  
CONTAINING 3.324 ACRES MORE OR LESS.

May 27, 1981

Woodcrest Village Homeowners Association  
Declaration of Covenants, Conditions & Restrictions

Exhibit "C"

LEGAL DESCRIPTION  
AMENITY PARCEL

REF 1552 PC 644  
REC

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MARKER AT THE SOUTHEAST CORNER OF PARCEL  
"B" OF PARKWOOD II, A SUBDIVISION OF LEHIGH ACRES AS RECORDED IN  
PLAT BOOK 28, PAGE 84 OF THE PUBLIC RECORDS OF LEE COUNTY.

THENCE SOUTH 89°-29'-11" WEST 331.87 FEET TO A POINT ON THE WEST  
BOUNDARY LINE OF A COMMON ROADWAY AND THE POINT OF BEGINNING.

THENCE SOUTH 00°-30'-49" EAST AND ALONG SAID BOUNDARY LINE 29.01  
FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A  
RADIUS OF 303.41 FEET; A CENTRAL ANGLE OF 02°-04'-33", THENCE  
ALONG THE ARC OF SAID CURVE 10.99 FEET; THENCE LEAVING AFORE-  
MENTIONED ROADWAY, SOUTH 89°-29'-11" WEST 107.67 FEET, THENCE NORTH 00°  
30'-23" WEST 140.00 FEET; THENCE NORTH 89°-29'-11" EAST 107.46  
FEET TO A POINT ON THE EAST BOUNDARY LINE OF A COMMON ROADWAY;  
THENCE SOUTH 00°-30'-49" EAST AND ALONG SAID BOUNDARY LINE 100.00  
FEET TO THE POINT OF BEGINNING.

CONTAINING 0.345 ACRES MORE OR LESS.

Revised

August 24, 1981

LEGAL DESCRIPTION  
COMMON ROADWAY "A" ,

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MARKER AT THE SOUTHEAST CORNER OF PARCEL  
"B" OF PARKWOOD II, A SUBDIVISION OF LEHIGH ACRES AS RECORDED IN  
PLAT BOOK 28, PAGE 84 OF THE PUBLIC RECORDS OF LEE COUNTY.  
THENCE NORTH 00°-20'-28" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF  
BETH STACEY BOULEVARD, 130.01 FEET TO THE SOUTH BOUNDARY LINE OF  
A COMMON ROADWAY ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH  
89°-29'-11" WEST ALONG SAID LINE 38.81 FEET TO THE POINT OF  
CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 305.41 FEET  
AND A CENTRAL ANGLE OF 10°-37'-45"; THENCE WESTERLY ALONG THE ARC  
OF SAID CURVE 56.66 FEET TO THE POINT OF REVERSE CURVATURE, THENCE  
WESTERLY FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 277.41  
FEET AND A CENTRAL ANGLE OF 10°-37'-45"; AND AN ARC DISTANCE OF  
51.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°-29'-11"  
WEST, 15.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT  
HAVING A RADIUS OF 277.41 FEET AND A CENTRAL ANGLE OF 10°-37'-45",  
THENCE WESTERLY ALONG THE ARC OF SAID CURVE 51.46 FEET TO A POINT  
OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF  
305.41 FEET AND A CENTRAL ANGLE OF 10°-37'-45", THENCE WESTERLY  
ALONG THE ARC OF SAID CURVE 56.66 FEET TO THE POINT OF TANGENCY,  
THENCE SOUTH 89°-29'-11" WEST 11.00 FEET TO THE POINT OF CURVATURE  
OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL  
ANGLE OF 90°-00'-00", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE  
47.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°-30'-49" EAST  
100.00 FEET TO THE SOUTH BOUNDARY LINE OF PARCEL "B"; THENCE ALONG  
SAID LINE SOUTH 89°-29'-11" WEST 24.00 FEET; THENCE LEAVING SAID  
LINE NORTH 00°-30'-49" WEST 161.00 FEET TO THE POINT OF CURVATURE  
OF A CURVE TO THE RIGHT HAVING A RADIUS OF 42.00 FEET AND A CENTRAL  
ANGLE OF 151°-22'-54", THENCE EASTERLY ALONG THE ARC OF SAID CURVE  
110.97 FEET TO THE POINT OF REVERSE CURVATURE, THENCE EASTERLY  
FOLLOWING A CURVE TO THE LEFT, HAVING A RADIUS 36.08 FEET AND A  
CENTRAL ANGLE OF 70°-21'-16"; AN ARC DISTANCE OF 44.30 FEET TO THE

POINT OF REVERSE CURVATURE, THENCE EASTERLY FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 305.41 FEET, AND A CENTRAL ANGLE OF  $10^{\circ}-37'-45''$  AND ARC DISTANCE OF 56.66 FEET TO A POINT OF TANGENCY; THENCE NORTH  $89^{\circ}-29'-11''$  EAST 15.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 305.41 FEET AND A CENTRAL ANGLE OF  $10^{\circ}-37'-45''$ , THENCE WESTERLY ALONG THE ARC OF SAID CURVE 56.66 FEET TO THE POINT OF REVERSE CURVATURE, THENCE EASTERLY FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 277.41 FEET AND A CENTRAL ANGLE OF  $04^{\circ}-49'-47''$ , AN ARC DISTANCE OF 23.38 FEET TO THE POINT OF COMPOUND CURVATURE, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF  $95^{\circ}-47'-58''$  AND AN ARC DISTANCE OF 50.16 FEET TO A POINT OF TANGENCY, THENCE NORTH  $00^{\circ}-30'-49''$  WEST 5.73 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 279.41 FEET AND A CENTRAL ANGLE OF  $10^{\circ}-37'-45''$ , THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 51.83 FEET TO THE POINT OF REVERSE CURVATURE, THENCE NORTHERLY FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 303.41 FEET AND A CENTRAL ANGLE OF  $10^{\circ}-37'-45''$  AND AN ARC DISTANCE OF 56.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $00^{\circ}-30'-49''$ , 15.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 303.41 FEET AND A CENTRAL ANGLE OF  $10^{\circ}-37'-45''$ , THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 56.29 FEET TO THE POINT OF REVERSE CURVATURE, THENCE NORTHERLY FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 279.41 FEET AND A CENTRAL ANGLE OF  $10^{\circ}-37'-45''$  AND AN ARC DISTANCE OF 51.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $00^{\circ}-30'-49''$  WEST 15.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF  $90^{\circ}-00'-00''$ , THENCE WESTERLY ALONG THE ARC OF SAID CURVE 47.12 FEET TO A POINT OF TANGENCY, THENCE SOUTH  $89^{\circ}-29'-11''$  WEST 182.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF  $83^{\circ}-57'-28''$  AND AN ARC DISTANCE OF 43.96 FEET TO THE POINT OF REVERSE CURVATURE, THENCE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 46.00 FEET AND A CENTRAL ANGLE OF  $263^{\circ}-57'-28''$  AND AN ARC DISTANCE OF 211.92 FEET TO THE POINT OF TANGENCY, THENCE NORTH  $89^{\circ}-21'-11''$  EAST 259.08 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.00 FEET AND A CENTRAL



ANGLE OF 90°-00'-00", THENCE ALONG THE ARC OF SAID CURVE 84.82 FEET TO THE POINT OF TANGENCY, THENCE SOUTH 00°-30'-49" EAST 15.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 303.41 FEET AND A CENTRAL ANGLE OF 10°-37'-45", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 56.29 FEET TO THE POINT OF REVERSE CURVATURE; THENCE SOUTHERLY FOLLOWING A CURVE TO THE LEFT, HAVING A RADIUS OF 279.41 FEET AND A CENTRAL ANGLE OF 10°-37'-45" AND AN ARC DISTANCE OF 51.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°-30'-49" EAST 15.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 279.41 FEET AND A CENTRAL ANGLE OF 10°-37'-45"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 51.83 FEET TO THE POINT OF REVERSE CURVATURE; THENCE SOUTHERLY FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 303.41 FEET AND A CENTRAL ANGLE OF 10°-37'-45" AND AN ARC DISTANCE OF 56.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°-30'-49" EAST 7.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 49°-03'-04"; THENCE ALONG THE ARC OF SAID CURVE 25.68 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD; THENCE SOUTH 00°-20'-28" WEST 35.35 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 0.851 ACRES MORE OR LESS.

May 27, 1981

LEGAL DESCRIPTION  
COMMON ROADWAY "B",

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MARKER AT THE SOUTHEAST CORNER OF PARCEL  
"B" OF PARKWOOD II, A SUBDIVISION OF LEHIGH ACRES AS RECORDED IN  
PLAT BOOK 28, PAGE 84 OF THE PUBLIC RECORDS OF LEE COUNTY.  
THENCE NORTH 00°-20'-28" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF  
BETH STACEY BOULEVARD, 130.01 FEET TO THE SOUTH BOUNDARY LINE OF  
A COMMON ROADWAY; THENCE SOUTH 89°-29'-11" WEST ALONG SAID LINE  
38.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT  
HAVING A RADIUS OF 305.41 FEET AND A CENTRAL ANGLE OF 10°-37'-45";  
THENCE WESTERLY ALONG THE ARC OF SAID CURVE 56.66 FEET TO THE  
POINT OF REVERSE CURVATURE, THENCE WESTERLY FOLLOWING A CURVE TO  
THE LEFT HAVING A RADIUS OF 277.41 FEET AND A CENTRAL ANGLE OF  
10°-37'-45"; AND AN ARC DISTANCE OF 51.46 FEET TO THE POINT OF  
TANGENCY; THENCE SOUTH 89°-29'-11" WEST 15.00 FEET TO THE POINT OF  
CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 277.41 FEET  
AND A CENTRAL ANGLE OF 10°-37'-45", THENCE WESTERLY ALONG THE ARC  
OF SAID CURVE 51.46 FEET, THENCE NORTH 13°-32'-41" WEST 28.08  
FEET TO THE POINT OF BEGINNING ON THE NORTH BOUNDARY LINE OF  
AFOREMENTIONED COMMON ROADWAY, SAID POINT BEING ON A CURVE TO THE  
RIGHT HAVING A RADIUS OF 36.08 FEET AND A CENTRAL ANGLE OF 32°-36'-  
47" AND A CHORD DISTANCE OF 20.26 FEET BEARING NORTH 81°-18'-33"  
WEST, THENCE ALONG THE ARC OF SAID CURVE 20.54 FEET, THENCE LEAVING  
THE AFOREMENTIONED ROADWAY NORTH 00°-30'-49" WEST 136.54 FEET,  
THENCE NORTH 89°-29'-11" EAST 20.00 FEET, THENCE SOUTH 00°-30'-49"  
EAST 139.78 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.064 ACRES MORE OR LESS.

May 27, 1981

LEGAL DESCRIPTION

COMMON ROADWAY "C",

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MARKER AT THE SOUTHEAST CORNER OF PARCEL  
"B" OF PARKWOOD II, A SUBDIVISION OF LEHIGH ACRES AS RECORDED IN  
PLAT BOOK 28, PAGE 84 OF THE PUBLIC RECORDS OF LEE COUNTY.  
THENCE NORTH 00°-20'-28" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF  
BETH STACEY BOULEVARD, 130.01 FEET TO THE SOUTH BOUNDARY LINE OF  
A COMMON ROADWAY; THENCE SOUTH 89°-29'-11" WEST ALONG SAID LINE  
38.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT  
HAVING A RADIUS OF 305.41 FEET AND A CENTRAL ANGLE OF 10°-37'-45";  
THENCE WESTERLY ALONG THE ARC OF SAID CURVE 56.66 FEET TO THE  
POINT OF REVERSE CURVATURE, THENCE WESTERLY FOLLOWING A CURVE TO  
THE LEFT, HAVING A RADIUS OF 277.41 FEET AND A CENTRAL ANGLE OF  
10°-37'-45"; AND AN ARC DISTANCE OF 51.46 FEET TO THE POINT OF  
TANGENCY; THENCE SOUTH 89°-29'-11" WEST 15.00 FEET TO THE POINT  
OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 277.41 FEET  
AND A CENTRAL ANGLE OF 10°-37'-45", THENCE WESTERLY ALONG THE ARC  
OF SAID CURVE 51.46 FEET, THENCE NORTH 13°-32'-41" WEST 28.08 FEET  
TO A POINT ON THE NORTH BOUNDARY LINE OF SAID COMMON ROADWAY,  
THENCE LEAVING THE AFOREMENTIONED ROADWAY NORTH 00°-30'-49" WEST  
159.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°-29'-11"  
WEST 20.00 FEET, THENCE NORTH 00°-30'-49" WEST 148.60 FEET TO A  
POINT ON THE SOUTH BOUNDARY LINE OF A COMMON ROADWAY, THENCE ALONG  
SAID ROADWAY NORTH 89°-29'-11" EAST 20.00 FEET, THENCE LEAVING  
THE AFOREMENTIONED ROADWAY SOUTH 00°-30'-49" EAST 148.60 FEET TO  
THE POINT OF BEGINNING.  
CONTAINING 0.068 ACRES MORE OR LESS.

May 27, 1981

Exhibit "G"

PLAT REC 1552 PG 650

LEGAL DESCRIPTION  
COMMON ELEMENT "A",

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MARKER AT THE SOUTHEAST CORNER OF PARCEL  
"B" OF PARKWOOD II, A SUBDIVISION OF LEHIGH ACRES AS RECORDED  
IN PLAT BOOK 28, PAGE 84 OF THE PUBLIC RECORDS OF LEE COUNTY.  
THENCE SOUTH 89°-29'-11" WEST ALONG THE SOUTH LINE OF SAID PARCEL  
307.87 FEET TO THE POINT OF INTERSECTION ON THE EAST BOUNDARY  
LINE OF A COMMON ROADWAY; THENCE NORTH 00°-30'-49" WEST ALONG SAID  
BOUNDARY LINE 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE  
TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF  
42°-28'-37"; THENCE CONTINUE ALONG THE ARC OF SAID CURVE 22.24  
FEET; THENCE SOUTH 00°-30'-49" EAST 80.26 FEET, THENCE NORTH 89°-  
29'-11" EAST 278.67 FEET; THENCE NORTH 00°-30'-49" WEST 90.00 FEET  
TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID ROADWAY; THENCE NORTH  
89°-29'-11" EAST 23.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF BETH  
STACEY BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°-20'-  
28" WEST 130.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.343 ACRES MORE OR LESS.

June 2, 1981

LEGAL DESCRIPTION  
COMMON ELEMENT "B",

1552 PG 651

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MARKER AT THE SOUTHEAST CORNER OF PARCEL  
"B" OF PARKWOOD II, A SUBDIVISION OF LEHIGH ACRES AS RECORDED IN  
PLAT BOOK 28, PAGE 84 OF THE PUBLIC RECORDS OF LEE COUNTY.

THENCE NORTH 00°-20'-28" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF  
BETH STACEY BOULEVARD, 144.02 FEET TO THE CENTER LINE OF A COMMON  
ROADWAY; THENCE SOUTH 89°-29'-11" WEST ALONG SAID CENTER LINE  
39.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT  
HAVING A RADIUS OF 291.41 FEET AND A CENTRAL ANGLE OF 10°-37'-45";  
THENCE WESTERLY ALONG THE ARC OF SAID CURVE 54.06 FEET TO THE  
POINT OF REVERSE CURVATURE, THENCE WESTERLY FOLLOWING A CURVE TO  
THE LEFT, HAVING A RADIUS OF 291.41 FEET AND A CENTRAL ANGLE OF  
07°-24'-17"; THENCE ALONG THE ARC OF SAID CURVE 37.66 FEET; THENCE  
NORTH 00°-30'-49" WEST 14.02 FEET TO THE POINT OF BEGINNING.

SAID POINT BEING ON THE NORTH RIGHT-OF-WAY OF A COMMON ROADWAY,  
SAID POINT ALSO BEING ON THE ARC OF A CURVE TO THE LEFT HAVING A  
RADIUS OF 305.41; A CENTRAL ANGLE OF 03°-04'-35" AND A CHORD  
BEARING AND DISTANCE OF NORTH 88°-58'-31" WEST 16.40 FEET; THENCE  
WESTERLY ALONG THE ARC OF SAID CURVE 16.40 FEET; THENCE SOUTH  
89°-29'-11" WEST 15.00 FEET TO THE POINT OF CURVATURE OF A CURVE  
TO THE LEFT HAVING A RADIUS OF 305.41 FEET AND A CENTRAL ANGLE OF  
10°-37'-45"; THENCE ALONG THE ARC OF SAID CURVE 56.66 FEET TO A  
POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS  
OF 36.08 FEET AND A CENTRAL ANGLE OF 01°-52'-14"; THENCE CONTINUE  
ALONG THE ARC OF SAID CURVE 1.18 FEET TO A POINT ON THE EAST  
BOUNDARY OF A COMMON ROADWAY (20.00 FEET); THENCE ALONG SAID  
BOUNDARY NORTH 00°-30'-49" WEST 18.68 FEET TO THE SOUTH LINE OF UNIT  
18 EXTENDED; THENCE ALONG SAID SOUTH LINE NORTH 89°-29'-11" EAST  
183.92 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF A COMMON  
ROADWAY. SAID POINT BEING ON THE ARC OF A CURVE TO THE RIGHT  
HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE 80°-20'-40" AND A  
CHORD BEARING AND DISTANCE OF SOUTH 55°-06'-49" WEST 38.71 FEET;

COMMON ELEMENT "B"

REC 1552 PG 652

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 42.07 FEET TO THE  
POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF  
277.41 FEET AND A CENTRAL ANGLE OF  $04^{\circ}-49'-47''$ ; THENCE ALONG THE  
ARC OF SAID CURVE 23.38 FEET TO A POINT OF REVERSE CURVATURE OF A  
CURVE TO THE LEFT HAVING A RADIUS OF 305.41 FEET AND A CENTRAL  
ANGLE OF  $07^{\circ}-33'-09''$ ; THENCE ALONG THE ARC OF SAID CURVE 40.26  
FEET TO THE POINT OF BEGINNING.

CONTAINING 0.067 ACRES MORE OR LESS.

May 27, 1981

Exhibit "I"

LEGAL DESCRIPTION  
COMMON ELEMENT "C"

OFF REC 1552 PC 653

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MARKER AT THE SOUTHEAST CORNER OF PARCEL  
"B" OF PARKWOOD II, A SUBDIVISION OF LEHIGH ACRES AS RECORDED IN  
PLAT BOOK 28, PAGE 84 OF THE PUBLIC RECORDS OF LEE COUNTY.

THENCE NORTH 00°-20'-28" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF  
BETH STACEY BOULEVARD, 144.02 FEET TO THE CENTER LINE OF A COMMON  
ROADWAY; THENCE SOUTH 89°-29'-11" WEST ALONG SAID CENTER LINE  
39.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT  
HAVING A RADIUS OF 291.41 FEET AND A CENTRAL ANGLE OF 10°-37'-45";  
THENCE WESTERLY ALONG THE ARC OF SAID CURVE 54.06 FEET TO THE  
POINT OF REVERSE CURVATURE, THENCE WESTERLY FOLLOWING A CURVE TO  
THE LEFT, HAVING A RADIUS OF 291.41 FEET AND A CENTRAL ANGLE OF  
07°-24'-17"; THENCE ALONG THE ARC OF SAID CURVE 37.66 FEET; THENCE  
NORTH 00°-30'-49" WEST 27.73 FEET; THENCE SOUTH 89°-29'-11" WEST  
88.89 FEET TO A POINT ON THE EAST BOUNDARY LINE OF A COMMON  
ROADWAY (20.00 FEET); THENCE NORTH 00°-30'-49" WEST 278.68 FEET  
TO THE POINT OF BEGINNING SAID POINT BEING ON THE NORTH LINE OF  
UNIT 13 EXTENDED; THENCE NORTH 00°-30'-49" WEST 10.60 FEET TO A  
POINT ON THE SOUTH BOUNDARY LINE OF A COMMON ROADWAY; THENCE NORTH  
89°-29'-11" EAST 155.00 FEET TO A POINT OF CURVATURE OF A CURVE TO  
THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 49°-  
42'-33"; THENCE ALONG THE ARC OF SAID CURVE 26.03 FEET; THENCE SOUTH  
89°-29'-11" WEST 177.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.042 ACRES MORE OR LESS.

May 27, 1981

Exhibit "J"

LEGAL DESCRIPTION  
COMMON ELEMENT "D" .

REC 1552 PG 654

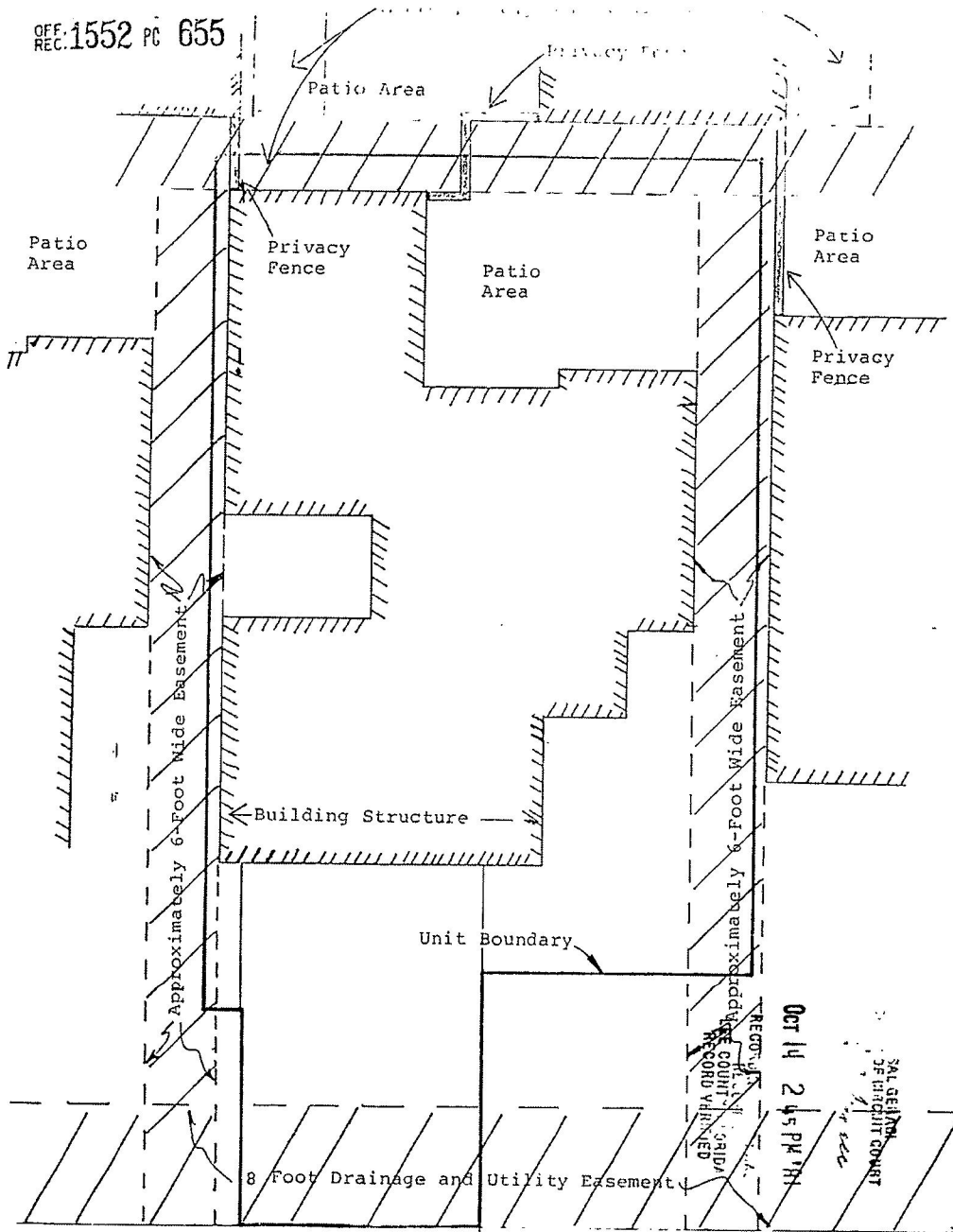
A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MARKER AT THE SOUTHEAST CORNER OF PARCEL  
"B" OF PARKWOOD II, A SUBDIVISION OF LEHIGH ACRES AS RECORDED IN  
PLAT BOOK 28, PAGE 84 OF THE PUBLIC RECORDS OF LEE COUNTY.  
THENCE NORTH 00°-20'-28" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF  
BETH STACEY BOULEVARD, 165.36 FEET TO THE NORTH BOUNDARY LINE OF A  
COMMON ROADWAY. SAID POINT BEING THE POINT OF BEGINNING; THENCE  
ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00  
FEET, A CENTRAL ANGLE OF 49°-03'-04"; A CHORD BEARING AND DISTANCE  
OF NORTH 25°-02'-21" WEST 24.91 FEET, 25.68 FEET; THENCE NORTH  
00°-30'-49" WEST 7.00 FEET TO A POINT OF CURVATURE OF A CURVE TO  
THE LEFT HAVING A RADIUS OF 303.41 FEET AND A CENTRAL ANGLE OF  
10°-37'-45"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 56.29  
FEET TO THE POINT OF REVERSE CURVATURE, THENCE NORTHERLY FOLLOWING  
A CURVE TO THE RIGHT HAVING A RADIUS OF 279.41 FEET AND A CENTRAL  
ANGLE OF 10°-37'-45"; THENCE ALONG THE ARC OF SAID CURVE 51.83 FEET;  
THENCE NORTH 00°-30'-49" WEST 15.55 FEET TO THE POINT OF CURVATURE  
OF A CURVE TO THE RIGHT HAVING A RADIUS OF 279.41 FEET AND A CENTRAL  
ANGLE OF 10°-37'-45"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE  
51.83 FEET TO THE POINT OF REVERSE CURVATURE; THENCE NORTHERLY  
FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 303.41 FEET AND A  
CENTRAL ANGLE OF 10°-37'-45"; THENCE ALONG THE ARC OF SAID CURVE 56.29  
FEET; THENCE NORTH 00°-30'-49" WEST 15.00 FEET TO THE POINT OF  
CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 54.00 FEET AND  
A CENTRAL ANGLE OF 51°-03'-27"; THENCE ALONG THE ARC OF SAID CURVE  
48.12 FEET; THENCE NORTH 89°-29'-11" EAST 35.13 FEET TO THE WEST  
RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD; THENCE SOUTH 00°-20'-28"  
WEST ALONG SAID RIGHT-OF-WAY LINE 317.25 FEET TO THE POINT OF  
BEGINNING.  
CONTAINING 0.125 ACRES MORE OR LESS.

May 27, 1981



Exhibit "K"



COMMON ROADWAY  
EXHIBIT  
SAMPLE EASEMENTS FOR  
MAINTENANCE, UTILITY, DRAINAGE & RECREATIONAL PURPOSES

Necessary easements will be determined on the final construction survey. The unit holder's access to a recreational easement is limited to the area shown hereon that is adjacent to his patio area and lies within the patio privacy fence. The unit holder's access to a maintenance/utility drainage easement is limited to the area shown hereon that is adjacent to his structure or provides access to the rear of his structure.

This document shall include all referenced Exhibits and legal descriptions as identified in an "Amendment of Declaration of Covenants, Conditions and Restrictions for Woodcrest Village" as document #1689-3871, dated 9/1/1983. The previously recorded amendment as referenced was added as "Woodcrest Village Phase 1-B and Woodcrest Village Phase 2 and is so comprised of their respective legal descriptions siting "K" through "L".



## CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being duly elected and acting President of WOODCREST VILLAGE HOMEOWNERS ASSOCIATION INC., a Florida not-for-profit corporation, does hereby certify that at the duly noticed Regular Board of Directors Meeting held on March 16<sup>th</sup>, 2022, at which a quorum was established, the amendment to the Rules & Regulations for Woodcrest Village Homeowners Association Inc. set forth on Exhibit "A" was approved by the required vote of the board members. The Rules and Regulations, extracted from The Declaration of Covenants, Conditions & Restrictions, originally recorded in Official Records Book 1552, Pages 616 et seq., of the Public Records of Lee County, Florida, and having such Rules and Regulations amended from time to time by its Board of Directors pursuant to the Governing Documents on said Association.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal of the corporation.

Witnessed by:

WOODCREST VILLAGE HOMEOWNERS  
ASSOCIATION INC.

Diane H. Zigrassi  
Print Name: Diane H. Zigrassi

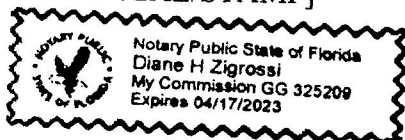
By: William R. Benz  
William R. Benz, President

Timothy A. Zigrassi  
Print Name: Timothy A. Zigrassi

STATE OF FLORIDA )  
                                  ) §:  
COUNTY OF LEE

The forgoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization this 16th day of March, 2022, by William R. Benz, as president of WOODCREST VILLAGE HOMEOWNERS ASSOCIATION INC., a Florida not-for-profit corporation, on behalf of the corporation and who [X] is personally known to me OR [☐] produced a Florida driver's license as identification.

[NOTARY SEAL/STAMP]



Diane H. Zigrassi  
Notary Public  
My Commission Expires: 4/17/2023

**Woodcrest Village Homeowners Association Inc.**

**P.O. Box 384, Lehigh Acres, FL, 33970**

## **Physiology of Homeowner Association Inc.**

Homeowners Association Living isn't for everyone!!!!

The mistaken concept is that the only difference is the method of ownership. The biggest difference is the living; owners sharing common elements in an undivided manner, accepting rules and regulations set forth by the majority.

Doing one's own thing can be in violation of the Associations rules and the Homeowners Association Concept.

### **The Architectural Control Committee**

This Committee has been empowered by the Board of Directors to examine all requests for variance to the original design set forth by the developer; the appearance of the buildings, approaches to the buildings and all common elements.

The purpose of such examination is to preserve and maintain the architectural aesthetics originally established: wall breaks, uniform shrubbery and plantings, original and uniform color scheme and continuity of design flow.

Woodcrest Village homes are meticulously designed to provide gracious living with maximum privacy in an appealing and generous setting. This is why we became Woodcrest Village residents.

It is the Committee's task to enforce the will of the Board of Directors and the majority of the association members; therefore, please refer to the rules and regulations before attempting to alter anything visible from within or from outside the Village.

Written by Coleman Sampson-November 22, 1988

### **Policy Making**

The Woodcrest Village Homeowners Association Inc. is responsible for promulgating, adopting and enforcing rules and regulations consistent with the Declaration, Articles of Incorporation, and they Bylaws. (Declaration, Article IV, section 5).

The Board of Directors manages the affairs of the Association (Article of Incorporation, Article V). Said The Board of Directors may promulgate rules and regulations and policies to promote the health, safety and welfare of residents and to preserve the integrity of the common health, safety and welfare of residents and to preserve the integrity of the common scheme follow. Each owner must sacrifice a degree of freedom of choice when there is a common and shared property; yet each owner shall receive a friendly and reasonable hearing when making requests to the Board or appropriate ruling committees. Rules and regulations, nevertheless, have been and will be developed to serve the benefit of all owners and residents.

## **Rules and Regulations**

### **Ownership**

1. Every owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment.
2. Parcels shall be used for single-family residential purposes only. Businesses and all other non-residential uses are specifically prohibited. Occupancy is limited to two (2) persons per bedroom. Renting or leasing of units is prohibited.
3. Guests may not extend vacations beyond thirty (30) days in a given year without knowledge and approval of the Board of Directors.
4. Any assessment not paid by the tenth (10<sup>th</sup>) of the month shall be assessed a late fee in an amount no less than twenty-five dollars (\$25) ~~nor greater than fifty dollars (\$50)~~, as shall be set by the Board of Directors from time to time. In addition, any assessment not paid within thirty (30) days after the due dates shall bear interest from the due date at the highest rate allowable by law per annum. The Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the parcel.
5. No trailer shall be used as a residence or place of business either temporarily or permanently.
6. No illegal, noxious or offense activity shall be permitted or done thereon which is or may become a nuisance in the neighborhood.
7. The grounds of each parcel and exterior of the home and patio area (whether vacant or occupied) shall be maintained in a neat and attractive condition.

### **Ownership Rules and Regulations**

1. Acquisition and ownership of two pets animals, only one of which can be a dog, ~~one pet~~ is subject to the approval of the Board of Directors. The pet animal shall be identified by breed and adult weight according to the American Kennel Club Classification. The Pet adult weight shall not exceed twenty-five (25) pounds. In addition, the pet is to be on a leash under close control of an adult at all times (Lee County Ordinance); no pet may disturb



other residents or create a condition of nuisance; owners must remove pet excrement immediately and dispose of same. The only exception to pet rules is the allowance for all certified service animals owned and needed by a disabled owner or guest. A doctor's certification that an animal is necessary for a disabled individual is also acceptable to the Board of Directors, once such document is received by the Board.

2. Post lamps in front of homes must be on from dusk to dawn. Outdoor light switches shall be in the ON position at all times if occupied or not. Woodcrest Village Homeowners Association (WVHA) has responsibility for maintenance of the post lamps. Owners are obligated to supply current to the exterior light pole. Costs incurred due to in-house malfunctions or switches or other causes are the financial responsibility of the owner.
3. Repair or servicing of wheeled vehicles of any kind and including boats is prohibited outside an enclosed garage.
4. No fires for burning trash, leaves, and clippings or other debris or refuse shall be permitted on any part of the properties or roads right-of-way.
5. In as much as the roads are private, they shall be restricted to vehicle and pedestrian traffic. No play activity will be permitted on these roadways.
6. Landscaping. The typical house may have twenty (20) to twenty-five (25) plants depending on the ~~side~~ size of plants available. The number may increase by as much as fifteen (15) plants in order to cover utilities. No additional plant beds shall be made. ~~The Association will replace dead or unsightly perennial plants to bring the total of healthy perennial to no more than twenty-five (25).~~ Requests for planting or removal of trees, vines, or plants on the common property must be made in writing to the Horticultural Committee. Homeowners who have requested that they be permitted to maintain their plantings are responsible for appropriate replacements when needed. The homeowner may add annuals to provide color but the Association will not replace these. These policies do not apply to the rear of the units, where landscaping design and maintenance are the responsibility of the homeowner.
7. Repairs or adjustments to the sprinkler heads, pumps and timers, plus repairs or adjustments to the pool pump and filter equipment and pool heating

equipment will be done only by authorized persons designated by the Board. Residents should refer any problems in these areas to the Board. In addition, damage done to these items or to any part of the common grounds by visitors (guests) shall be the responsibility of appropriate homeowners.

8. Curbside pickups for recycling, garbage and horticultural collection should be placed at curbside no more than twenty-four (24) hours prior to collection. They should not be placed on the grass. ~~As of January 2003, recycling and garbage is picked up on Mondays and horticultural material on Fridays. As of January 2, recycling, garbage and horticulture is picked up on Tuesdays.~~ (Subject to change)
9. **Soliciting is NOT permitted** in Woodcrest Village.
10. The Board of Directors shall have access to the back yards of all properties in order to service the public good.
11. Decorating: there shall be no decorative items displayed in the front of or attached to the front of the house or to the lamppost. This includes but is not limited to license plates, emblems, signs, paintings, or wood scrollwork. House names on the mailbox, garage or entranceway are not permitted. The United States flag may be displayed at the resident's discretion, but not contrary to federal law. Hanging floral baskets in moderate numbers are permitted. Extra housing lights are prohibited unless approved by the Architectural Committee. Solar lights are allowed only in the mulched flower beds along the side of the house and there will be no more than six solar lights approved by the Architectural Committee. Christmas decorations are permitted from Thanksgiving to January 6th. Halloween decorations are permitted during the Halloween season. Halloween decorations can be put up a week before and taken down after Halloween night. Decorations shall be allowed for Easter and the Fourth of July, starting two weeks before these holidays and removed by one week after. These restrictions do not apply to rear areas or side areas behind the gate, providing such decorative items are not readily visible from the street.
12. Signs are prohibited to be displayed on the parcels with the exception of one "For Sale" sign which must be placed under the structure's eave, in a mulch or shrub bed, to eliminate interference with lawn care.
13. Garage, tag, rummage, yard, estate, etc. sales are ~~prohibited~~ allowed with

prior Board of Directors approval.

14. The Board may approve or disapprove any request for the installation of a generator pad at the front or side of a home after considering exhaust and noise hazards as well as appearance. Generators on the pad must be portable, not permanent, and they can be installed and used from the day electric power is lost and then removed the day electricity is restored.

### **Parking**

Parking on landscaped areas is prohibited. Parking on streets is prohibited except for up to three (3) hours during daylight hours. Parking lots are reserved for guests only. Overnight Parking of a Commercial Vehicle, lettered truck, van or other than standard automobile is prohibited. ~~commercial vehicle, governmental vehicle (with the exception of police, fire and EMS), boat camper, RV or mobile home~~, unless parked in a garage is prohibited unless during the hours of 8:30 AM – 8:30 PM. Parking of a vehicle that is inoperative, wrecked, dismantled, in disrepair, or that does not have a current affixed and valid license tag is prohibited.

### **Architectural**

1. Alteration of Frontal Views. There shall be no addition or alteration to any structure, which is visible from the street, with the exception of the installation of gutters and the screen enclosure of the entranceway. The entrance way is defined as the original poured concrete slab bounded by the front door and the sidewalk. The screening and its structural parts shall have a dark-tone finish, typically bronze or black. Vinyl windows for protection from rain may be installed on the screening. Gutters installed in the front shall be painted to match the surface on which they are mounted. The prohibited additions include windows, doors, and awnings. Aluminum framed windows on the front of the houses may be replaced with new vinyl-framed windows with white frames for the grey houses and brown vinyl for the brown houses. The new front windows must have the same number of panels, which can be done by using window inserts. Approval for new front windows must be obtained first from the Architectural Committee.
2. The owner shall clean, repair, re-stain or replace, as appropriate, the exterior portion of each structure, with the same colors as initially used on the structure, including exterior surfaces of garage doors, as often as is necessary to comply. Article VI Section 2 (g) Declaration of Covenants. The following are the exterior home color schemes. Color charts are provided on the reverse of the Architectural Request for Plan Approval.

### Flex Bon Paints

Brown Homes      Stucco: 5430  
Dark Brown: 5385  
Light Brown: 5744  
Grey Homes Stucco: 5430 Dark Grey: 5434  
Light Grey: 5433

No more than three adjacent homes can have the same color combination, i.e., three brown or three gray combinations.

### **Garage Windows**

A garage window may be installed on a garage wall if installed to conform to the following conditions:

- a) The window may be 24"H X 36" W or 24"H X 30" W metal framed, double hung or louvered unit.
- b) The installation is to be high above the ground and as far from the street as feasible.
- c) The window is to be trimmed with 4" wood, painted to conform to the house trim.
- d) The window addition starts with a written request to the Architectural Control Committee.

If required, application for a building permit should be made to the Codes and Building Services of Lee County after approval of the Architectural Control Committee.

### **Garage Door Repair/Replacement**

The only metal door authorized at the present is the insulated steel AMARR CORP. insulated "Weather Guard" or the insulated "Heritage 3" door. Contact your Architectural Control Committee for details and approval before proceeding with repair or replacement.

### **Storm Shutters**

To maintain Woodcrest Village Standards, approval of shutters must be obtained from the Architectural Control Committee. Roll up shutters (electric, crank or belt operated) and hand-installed emergency panels will be approved. Colors must be compatible with home colors. Bahamas Style shutters and awnings will not be approved. ~~It is recommended that~~ Windows visible from the street should have

shutters deployed only in emergency situations. (To close these shutters while on vacation is an invitation to theft and vandalism.)

### **Entrance Exposed Overhead Policy**

Option 1: Replace deteriorated beams or cut out deteriorated sections and splice with new cedar matching material, caulk and paint (two coats).

Option 2: Encase beams with non-rusting metallic sheeting after repairing or replacing deteriorated sections, caulk and paint (two coats).

Option 3: Roof-over once all deteriorated (rotting) of beams has been cutout. Reinforce with two-inch (2") members for positive attachment of plywood for roofing surface and caulking panels. Provide ventilation to space between ceiling and roof deck. All finished trim to match trim of main house. Gutters and down spouts is optional. All wood surfaces shall be caulked and painted (two coats). Roof shingles must match those on main roof. Shingle sample must be approved by Architectural Control Committee before work begins.

A reputable carpenter or General Contractor must accomplish Work request.

Note: When installing a new roof on a unit not meeting the above policy, the entrance overhead is to be brought up to code by either closing in the overhead as above or by removing the plastic panels, plywood or screening now in place.

The prior written approval of the Architectural Control Committee is required for any alterations to the front of the units. This includes but not limited to such items as replacement of roofs, gates, garage doors, screen doors, siding, stucco and repainting.

### **Swimming Pool: Rules and Regulations**

#### **Emergency Phone: 911 Phones are in any house.**

1. No lifeguard on duty: you swim at your own risk.
2. Residents and guests must obey all swimming rules as posted on the bulletin board as well as on the large signs.
3. Please shower each time before entering the pool, as body oils and suntan lotions damage the pool filter.
4. Children & Adolescent seventeen (17) years and younger are not allowed in the pool or on the pool deck area unless accompanied by a resident adult or guest adult from their household.

5. Babies in diapers and others with incontinence issues must wear plastic pants. DIAPERS ARE NOT ALLOWED TO BE PLACED IN THE POOL TRASH.
6. Safety and exercise devices, toys and floats are allowed in the pool or on the deck, but must not interfere with the quiet enjoyment of the pool by other members and Guests. Persistent violations of this rule may result in denial of pool privileges for up to one year. ~~Safety and exercise devices, toys and floats are allowed in the pool or on the pool deck only if other users do not object. Requests for such objects must be asked by a responsible adult. Obnoxious, noisy behavior that disturbs other residents and/or compromises safety will not be tolerated. Persistent violations of this rule may result in a denial of pool privileges.~~
7. No food is allowed in the pool area with the exception of Board approved social events. Beverages must be in non-breakable containers only.
8. Each resident is responsible for leaving the pool deck area free of litter.
9. If you move a chair or lounge, please replace it. Poolside furniture may not be removed from the pool deck area.
10. Animals are not permitted in the pool area or on the pool deck.
11. No diving ~~no~~ or jumping permitted in the pool and no running on the pool deck.
12. Pulling or placing any body weight on the safety rope is not permitted. The last person to leave is responsible for replacing the safety rope.
13. Each homeowner is responsible for the safety and behavior of members of their households who are using the pool facilities. All unaccompanied guests must bring the homeowner's guest pass and place it in the bulletin board on the front of the pool house.
14. Please observe the pool hours of sunrise to ~~11 P.M.~~ sunset.
15. Pool capacity is seventeen (17) people. Pool depths are measured in feet.

16. Special events for the Association will operate under rules set by the planning committee.

17. Smoking is prohibited in the pool area.

### **Precedence of Rules**

**All rule conflicts will be resolved by the following rule precedence utilized by the Board of Directors.**

**1. Reference to Covenants, Reference to the Bylaws, Rules and Regulations**





Prepared by and Return to:  
Leland W. Wilson  
Association Legal Services  
12600 World Plaza Ln # 63  
Fort Myers, FL 33907

INSTR# 2024000086586, Pages 5  
DocType: RES, Recorded: 3/28/2024 at 9:28 AM  
Kevin C. Karnes, Lee County Clerk of the Court & Comptroller  
Rec Fees: \$44.00

Deputy Clerk CGRINER  
#1

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR WOODCREST VILLAGE HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, this Amendment is made on the 3rd day of February, 2024 to the Declaration of Covenants, Conditions and Restrictions, of WOODCREST VILLAGE HOMEOWNERS ASSOCIATION, INC., (the "Declarations"). The original Declaration was recorded in O.R. Book 1552, Page 616 et seq. and later amended and restated as Instrument No. 2022000051611 of the Public Records of Lee County, Florida.

**WHEREAS**, the Amendments, to comply with Florida Statute updates, to the Declaration of Covenants, Conditions and Restrictions, are recorded as an exhibit hereto; and

**WHEREAS**, at a duly called annual meeting of WOODCREST VILLAGE HOMEOWNERS ASSOCIATION, INC., on the 3rd day of February, 2024, at which a quorum was present, the Members approved the amendments to the Amended Declaration of Covenants, Conditions and Restrictions hereinafter set forth, and by at least two-thirds (2/3rds) of the Voting Interests.

**NOW, THEREFORE**, the undersigned hereby certify that the following Amendments to the Declaration of Covenants, Conditions and Restrictions, are a true and corrected copy of the amendment as amended by the membership.

**SEE ATTACHED**

WITNESS my signature hereto this 3rd day of February, 2024,

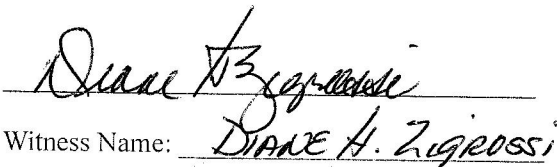
**WOODCREST VILLAGE HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_

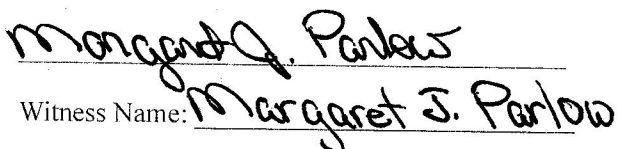


Michael Delp, President

(President)



Witness Name: DIANE H. ZIGROSSI



Witness Name: Margaret J. Parlow

STATE OF FLORIDA )

) SS:

COUNTY OF LEE )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of February, 2024 by Michael Delp, President of WOODCREST VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced N/A as identification.

Seal:



**DIANE H. ZIGROSSI**  
Notary Public  
State of Florida  
Comm# HH382303  
Expires 4/17/2027

Diane H Zigrossi  
Printed Name of Notary Public

*Diane H Zigrossi*

(Signature of Notary Public)

Attest:

*Alicia Woodley*

Alicia Woodley, Secretary  
(Vice President or Secretary)

*Diane H Zigrossi*

Witness Name: DIANE H. Zigrossi

*Margaret J. Parlow*

Witness Name: Margaret Parlow

STATE OF FLORIDA )

) SS:

COUNTY OF LEE )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of February, 2024 by Alicia Woodley, Vice ~~President~~ or Secretary of WOODCREST VILLAGE HOMEOWNERS ASSOCIATION, a Florida corporation, on behalf of the corporation. They are personally known to me or has produced N/A as identification.

Seal:



**DIANE H. ZIGROSSI**  
Notary Public  
State of Florida  
Comm# HH382303  
Expires 4/17/2027

Diane H Zigrossi  
Printed Name of Notary Public

*Diane H Zigrossi*

(Signature of Notary Public)

Prepared by and return to:  
Leland Wilson, Esq  
Association Legal Services  
12600 World Plaza Ln.  
Building 63  
Ft. Myers, FL 33907  
(239) 887-4276 (Telephone)  
(239) 237-5155 (Facsimile)

**AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
WOODCREST VILLAGE HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF WOODCREST VILLAGE HOMEOWNERS ASSOCIATION, INC., ("Amendment") is made this 3rd day of February, 2024, by Woodcrest Village Homeowners Association, Inc., a Florida non-profit corporation.

**RECITALS**

**WHEREAS**, the Original Declaration for Woodcrest Village Homeowners Association, Inc., was recorded on October, 14th, 1981 in the Official Records of Lee County, Florida in O.R. Book 1552, Page 616, and amended and restated as Instrument No. 2022000051611 (the "Declaration").

**WHEREAS**, at a duly called annual meeting of WOODCREST VILLAGE HOMEOWNERS ASSOCIATION, INC., on the 3rd day of February, 2024 at which a quorum was present, the members approved the amendments to the Declaration of Covenants and Restrictions hereinafter set forth.

**WHEREAS**, the Membership has adopted this Amendment in accordance with the requirements of its Declaration, and Florida Statutes, and intends that the Declaration and all amendments hereto, including but not limited all amendments and restatements identified in these recitals, shall be further amended by this instrument.

**NOW THEREFORE**, it is declared that the Amendments shall be and are as follows:

**1. ARTICLE IV, Section 9, shall be created and read as follows:**

**9. Landscaping Maintenance.** The Association shall have the responsibility to maintain the landscaping within any Lot or the Common Areas, and the cost shall be a Common Expense. Such maintenance shall include lawn maintenance, weed and grass removal within flowerbeds, mulched or open areas, trimming of plant materials, and removal of dead or diseased plant materials. All such maintenance shall be done to maintain the Parcels and Common Areas in a neat, weed free and attractive condition with all plant materials kept in a live and attractively trimmed condition. All shrubs, bushes and trees shall be trimmed as needed to remove dead branches and palm fronds. Owners of the Parcels shall keep the Parcel free from debris and rubbish.

**2. ARTICLE VI, Section 2, (e) shall be amended as follows:**

(e) The grounds, including the walled rear and patio areas, of each Parcel (whether vacant or occupied) shall be maintained in a neat and attractive condition and shall be the responsibility of the individual Owner. Upon the failure of any Owner to maintain his Parcel (whether vacant or occupied) in a neat and attractive condition, the Association or its authorized agents or successors and assigns may, after ten (10) days notice to such Owner, enter upon such Parcel and have the grass, woods or other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed there from. Such Owner shall be personally liable to the Association for the cost of any cutting, removing of debris, clearing and maintenance described above the liability for amounts expended for such cutting, clearing and maintenance shall be a ~~permanent~~ charge and lien upon such Parcel, enforceable by the Association by any appropriate proceeding at law or inequity. Although notice given as herein above provided shall be sufficient to give the Association or its designated committee or successors and assigns, the right to enter upon any Parcel and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

3. **ARTICLE VI, Section 2, (j) shall shall be created and read as follows:**

(j) **Light poles.** Light poles, and their supporting structures, shall be maintained, repaired and replaced by Association and any such maintenance, repair, or replacement costs shall be a Common Expense.

4. **CONFLICT OF PROVISIONS.** Except as modified and amended by the terms hereof, the Declaration shall remain in full force and effect as if fully restated herein.

[Signature block on next page]

IN WITNESS WHEREOF, Declarant has made and executed this Amendment to Declaration this  
3rd day of February, 2024.

WOODCREST VILLAGE HOMEOWNERS ASSOCIATION, INC.

*Diane H. Zigrassi*  
Signature of 1st witness

TITLE: *CAH*

*Diane H. Zigrassi*  
Printed name of 1st witness

DATE: February 3, 2024

*Margaret J. Parlow*  
Signature of 2nd witness

TITLE: *Homeowner*

*Margaret J. Parlow*  
Printed Name of 2nd witness

DATE: February 3, 2024

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this on this 3rd day of February, 2024, by *Michael Delp* as President Secretary of Woodcrest Village Homeowners Association, Inc., who is personally known to me or has produced *N/A* as identification.

[Notary Seal]

*Diane H. Zigrassi*  
Notary Public



DIANE H. ZIGROSSI  
Notary Public  
State of Florida  
Comm# HH382303  
Expires 4/17/2027





**Bylaws of  
Woodcrest Village Homeowners Association Inc.  
(a corporation not-for-profit)**

**Article I**

**Name and Location:** The name of the corporation is Woodcrest Village Homeowners Association, Inc. The principle address of the corporation is P.O. Box 384 Lehigh Acres, Fl. 33970, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

**Article**

**Definitions:**

**Section 1:** "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Woodcrest Village recorded in Official Records Book 1552, Pages 616-655 (both inclusive) Public Records of Lee County, Florida.

**Section 2:** The definitions of terms contained in Article 1 of the Declaration, at Official Records Book 1552, Pages 617-620 (both inclusive) are incorporated herein by reference.

**Article III**

**Section 1:**

**Meetings of Members:** Annual meetings of members shall be held on a day within the month of January or as determined by the Board of Directors to conform with the availability of a meeting place.

**Section 2:**

**Special Meetings:** Special meetings of members may be called at any time by the president or by two members of the Board of Directors or by at least 10% percent of the total voting interest of the association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

**Section 3:**

**Notice of Meetings:** Written notice of each meeting of members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, Notices of all board meetings shall be posted in a conspicuous place in the community or designated community bulletin board at least 48 hours in advance of a meeting. ~~by mailing a copy of such notice, postage prepaid, at least fifteen (15) days, but not more than thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for purpose of receiving notice.~~ Such notice(s) shall specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting. Annual members meeting shall conform to 14-day notice requirement.

**Section 4:**

**Quorum:** The presence at the Annual members meeting, in person or by proxy, of members entitled to cast a majority of the votes of the membership, fifty-one percent (51%) shall

constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

#### **Section 5:**

**Proxies:** At all meetings of members each unit voter designee may vote in person or by limited proxy. (General proxies are to be used only to establish a quorum for holding a membership meeting.) All proxies shall be in writing (on proxy form or a photographic, ~~photo-static~~, facsimile, or equivalent reproduction of a proxy form ~~or an executed telegram or cablegram~~ appearing to have been transmitted by the voting member). Proxies must be filed with the secretary. Proxies shall be revocable, and the proxy of any homeowner shall automatically be terminated on conveyance by him of his unit. Proxies may only be given to current members of the Woodcrest Village Homeowner's Association. No proxy may be more than ninety (90) days old and a proxy may be used only at the meeting for which it was given and any lawfully adjourned meetings thereof. The proxy must identify the person who will vote the proxy at the meeting. The proxy should identify the meeting for which the proxy is given, the parcel which the proxy represents, the member who is granting the proxy, and it must provide a signature block for all owners of record of the voting representative to sign and date the proxy.

#### **Section 6:**

**No Vote for Delinquent payments:** No vote may be cast for any parcel delinquent in payment of any assessment due the Association in excess of 90 days; however, if the parcel is represented at any meeting in person or by proxy, the parcel may be counted for purpose of a quorum.

#### **Section 7:**

**Special Requirements:** The foregoing provisions of Article III do not apply to matters wherein different or additional requirements are imposed by the Declaration of the Articles of Incorporation of the Association, in which case the provisions of the Declaration and Articles shall control.

### **Article IV**

#### **Board of Directors; Term of Office; Removal**

#### **Section 1:**

**Board of Directors:** The affairs of the Association shall be managed by not less than three (3) or more than five (5) directors, who must be members of the Association.

#### **Section 2:**

**Term of Office:** ~~At the next annual meeting, directors shall be elected to the following terms, two directors to three (3) year terms, two directors to two (2) year terms, one director to one (1) year term. As the term of each director expires, the term of the succeeding director shall be three (3) years.~~ Each of the members of the Board of Directors serve three-year terms, which are staggered so that each year either one or two Directors come up for re-election. Thus, two Directors come up for re-election, the following year another two, and the last year of the cycle the remaining one Director, and then the cycle repeats. The Secretary shall maintain the election graph denoting the Director's terms of office and re-election date.

### **Section 3:**

**Removal:** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

### **Section 4:**

**Compensation:** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## **Article V**

### **Board of Directors Nomination and Election**

#### **Section 1:**

**Nomination:** A nominating committee consisting of two board members and three homeowners ~~shall~~may be appointed by the President of the Association. The Board of Directors shall be required to issue an invitation to all homeowners to run for the board, with a specific deadline for response, after which ballots will be printed and mailed to homeowners.

#### **Section 2:**

**Election:** Election to the Board of Directors shall be by written ballot. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. State law provides for instances when elections are not required due to a lack of nominations.

## **Article VI**

### **Board of Directors; Meetings**

#### **Section 1:**

**Regular Meetings:** Regular meetings of the Board of Directors shall be held annually, ~~at such place and hour as may be fixed from time to time by resolution of the Board.~~ Monthly or as required, with one annual meeting being the members meeting. The Board of Directors will determine the dates, times and places of the meetings. The Reorganizational meeting shall occur immediately following the annual members meeting or within 10 days for the determination of officers.

#### **Section 2:**

**Special Meetings:** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

#### **Section 3:**

**Quorum:** A majority of the directors shall constitute a quorum for the transaction of business. ~~Ever~~Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

**Article VII**  
**Board of Directors: Powers and Duties**

**Section 1:**

**Powers:** The Board of Directors shall have the power to:

- a) Adopt and publish rules and regulations governing the use of the common elements and facilities including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations.
- b) Suspend the voting rights and right to use the recreational facilities of any member during any period in which such member is in default in the payment of any assessment levied by the Association in excess of 90 days. Such rights may also be suspended after notice of hearing, for a period not to exceed ~~thirty (30)~~ ninety (90) days for infraction of published rules and regulations.
- c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these bylaws.
- d) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

**Section 2:**

**Duties:** It shall be the duty of the Board of Directors to:

- a) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- b) As more fully in the Declaration, to:
  - 1) Fix the amount of the Annual assessment against each unit in advance of each annual assessment period.
  - 2) Send written notices of each assessment to every owner subject thereto in advance of each assessment period.
  - 3) In their sole discretion, foreclose the lien against any property for which assessments are not paid within ~~sixty (60)~~ ninety (90) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.
- c) Issue, or cause an appropriate officer to issue on demand by any person, a certificate/estoppel setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates/estoppel.
- d) Procure and maintain liability and hazard insurance on all property owned by the Association.
- e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate
- f) Cause the common elements to be maintained.

**Article VIII**  
**Officers and Their Duties**

**Section 1:**

**Enumeration of Officers:** The officers of the Association shall be a President and Vice

President, a Secretary, Treasurer and such other officers as the Board may from time to time by resolution create.

## **Section 2:**

**Election of Officers:** The election of officers shall take place at the first meeting of the Board of Directors following each annual members meeting of members or within ten (10) days of the annual members meeting.

## **Section 3:**

**Term:** The Either one or two officers of the Association shall be elected annually by the Board on a staggering schedule. Each shall hold office for a term of ~~one (1) year~~ of three (3) years, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

## **Section 4:**

**Special Appointments:** The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

## **Section 5:**

**Resignation and Removal:** Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## **Section 6:**

**Vacancies:** A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

## **Section 7:**

**Multiple officers:** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article and in cases where no one has volunteered to fill an officer position. In this latter case any officer may temporarily hold the vacant officer position until a volunteer is found or an individual is hired.

## **Section 8:**

**Duties:** The duties of the officers are as follows:

- a) **President:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds, and other instruments.
- b) **Vice President:** The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- c) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notices of meetings of the Board and

members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.

- d) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds of the Association as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of the accounts; shall cause an annual compilation of the Association books to be made at the completion of each fiscal year; and at the direction of the Board of Directors, shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report of which shall be given at the regular annual meeting of the members.

### **Article IX** **Committees**

**Committees:** The Directors shall appoint an architectural committee, as provided in the Declaration. In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

### **Article X** **Assessments**

**Assessments:** As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessment not paid when due, are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the rate of ~~fifteen (15)~~ eighteen (18%) percent per annum, ~~and~~ The Association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against his property that is delinquent 90 days or greater. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common elements or abandonment of his unit.

### **Article XI** **Books Records and Inspection**

**Books Records and Inspections:** The books, records and papers of the Association shall be subject to inspection by any member upon ~~fifteen (15)~~ ten (10) days prior written notice. The Declaration, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

### **Article XII** **Corporate Seal**

~~Corporate Seal: The Association shall have a seal in circular form having within its circumference the words: Woodcrest Village Homeowners Association Inc., Not For Profit.~~

**Article XIII**  
**Amendments**

**Amendments:** For the period of Developer control provided by the Declaration and Articles of Incorporation of the Association, These Bylaws may be amended only by the Board of Directors of the Association at any annual or special meeting duly called and held for such purpose. After the expiration of the period of Developer control the Bylaws may be amended by majority vote of the membership as is more particularly set forth in Article VII, Section 3 of the Articles of Incorporation.

**Article XIV**  
**Fiscal Year**

**Fiscal Year:** The fiscal year of the Association shall be the calendar year, and shall end on December 31<sup>st</sup> of the year.

**Article XV**  
**Conflicts**

**Conflicts:** In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Article XVI**  
**Indemnification of Directors and Officers**

**Indemnification of Directors and Officers:** In the event of legal action against a director or officer for failure to perform the duties of his office, the Woodcrest Village Homeowners Association shall reimburse said director or officer for the cost of the judgment including fees, court and legal expenses to the extent of the Director and Officer Liability insurance policy. This Article shall apply retroactively to April 14, 1987.