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BARBARA S BUTLER CLERK  
CO:HENDRY ST:FL

## Sky Manor Estates

4205 Ft. Denaud Road LaBelle FL 33935

### RESTRICTIVE COVENANTS AND RESERVATIONS FOR SKY MANOR ESTATES

Mr. R.L. Wood, the sole owner of the premises described below and the developer of Sky Manor Estates, a subdivision of said lands does hereby declare this document to be a recodification of all existing Restrictive Covenants and Reservations and further declares changes, modifications and amendments herein contained to be the current, updated, complete document as of the date hereunder, further declares all previous Restrictive Covenants and Reservations if any as approved by Sky Manor Estates and these recodified Restrictive Covenants and Reservations are hereby impressed upon Sky Manor Estates a sub-division of Hendry County, Florida, and the following described lands:

Commence at the center of Section 15, Township 43 South, Range 28 East, Hendry County, Florida; Thence N 89° 39' 34" East, along the South line of the Northeast quarter of said section 15, a distance of 659.66 Feet to the Point-Of-Beginning; Thence North 89° 39' 48" East, along said south line, a distance of 989.46 Feet; Thence North 00° 26' 55" West, a distance of 1285.51 Feet to the South right of way line of Ft. Denaud Road; Thence South 89° 39' 34" West, along said South Right of Way line, a distance of 989.94 Feet; Thence South 00° 28' 11" East, a distance of 1285.45 Feet to the Point of Beginning containing 29.18 plus or minus acres.

These Restrictive Covenants and Reservations are impressed upon the above described property for a period of twenty years and will be renewed automatically there after for a period of ten years and

each and every ten years thereafter. The purpose of these Restrictive Covenants and Reservations is to insure the Safety, quality of live and property value of residents and for the orderly management of Sky Manor Estates.

#### Part I. Right to Levy Maintenance Assessments

The developer, on behalf of himself and the present and future owners of the lots and lands within the subdivision, hereby reserves the right to levy uniform assessments on the several lots in the subdivision and to claim and foreclose a lien on each lot to secure the payment of such assessments, subject to the following limitations, requirements and procedures:

- a) The assessments shall be levied annually in an amount necessary to maintain and repair streets, taxiways, drainage ways and other improvements of the subdivision and to pay taxes, provide insurance and continue the common facilities of the subdivision.
- b) The developer may designate a person or other entity to determine the amounts of assessments to be levied hereunder and to levy such assessments in accordance with the provision herein, unless the lot owners have elected to proceed under the following paragraph.
- c) At any time, the owners of a majority of the subdivision lots may establish and incorporate a subdivision lot owners association which would thereafter be empowered to levy and enforce the payment of assessments authorized herein. The association shall be structured so that the owner of each subdivision lot will have an equal vote in the election of officers and other business of the association.
- d) Assessments in excess of the amount authorized in paragraph a) above may be levied for subdivision improvements upon two thirds (2/3) of the lot owners.
- e) No assessment may be levied in excess of the amounts authorized herein.
- f) Proposed assessment amounts shall be provided to each lot owner along with proposed annual expenditures for the subdivision at least 30 days prior to actual assessment levy.
- g) The person or other entity levying assessments hereunder may record a notice of lien on each lot for which the assessment remains unpaid for more than 180 days after notice of the assessment levy has been provided to the lot owner, which lien may be thereafter foreclosed in accordance with Florida law.
- h) The provisions of this part may not be amended unless such amendment is approved by each lot owner in the subdivision.

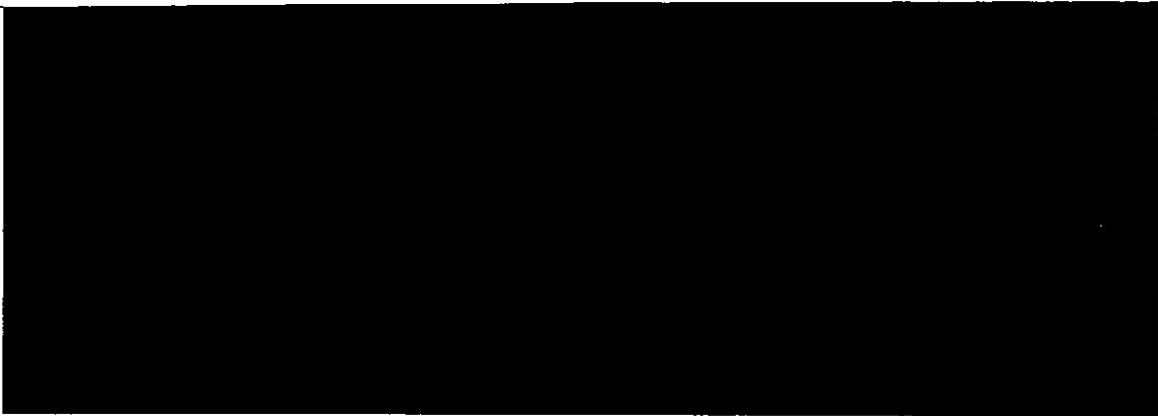
#### Part II Restrictions

- 1 By virtue of submission of a contract or contracts to purchase, acceptance of deed for a lot or real



Property, establishment of residency or permission to pass upon Sky Manor Estates, all parties agree to abide and uphold these Restrictive Covenants and Reservations either in part or otherwise as written.

- 2 Invalidation of any or part of these restriction(s) and covenants shall in no way effect any of the other paragraphs hereof which shall remain in full force and effect.
- 3 These Restrictive Covenants shall be amended to reflect the wishes of the majority of the lot Owners. In such case a ballot of the lot owners shall be issued to affirm the wishes of the lot owners on any given collective issue(s). A majority is established when two thirds (2/3) of the lot owners voting affirm or deny an issue(s). The trustees will appoint a committee of the lot owners to count the ballot "in the Sunshine" to establish the results of any election.
- 4 Sky Manor Estates reserves the right in the interest of the PUD for itself and trustees, to make rules and Regulations relative to the common area(s), including plated easements, taxiway(s), runway(s), common grounds and related facilities, affecting the use of said premises, and all lot owners, residents and guest(s) thereof agree to comply with said rules and regulations and are subject thereto, including any such rules and regulations that may be added from time to time, and reserves the right to include in any contract for purchase or deed hereafter made, any additional restrictive covenants or conditions not inconsistent with those herein contained.
- ✓ 5. ~~No lot embraced on said plat shall be used for any other than single family residence.~~ There shall not exist on any lot at any time more than one residence and aircraft hanger, plane port, boat shelter and all residence constructed thereon shall be permanent and no lot shall be used by more than one family being the same. ✓
6. Sky Manor Estates shall be a residential community and that no residence(s) or structures shall be constructed that do not conform to the Henry County building code and the standards established in the community both in terms of design, strength and type of construction.
7. No structure(s) shall be constructed or be otherwise on any of the aforesaid lot(s) that do not conform to the Hendry County Health Department regulation(s) concerning the construction of septic tank and underground disposal system(s) and which does not conform to the Hendry County Zoning ordinance.
- 8 Prior to the commencement of construction of any building(s), two (2) sets of construction drawings (blueprints) that have been approved by the Hendry County building and zoning department must be submitted to the architectural and building committee for final construction approval. The original drawings bearing the county seal will be signed by the Sky Manor Estates architectural and building committee and returned to the owner; a copy of the drawings will be retained for the records of the subdivision. If approval of the aforementioned drawing(s) is in question by the owner / builder(s) a copy of the drawing(s) may be submitted to the building committee for tentative approval prior to filing an application for county building approval and permitting.
9. No residence shall be constructed having less than 1800 square feet living space, exclusive of porches, automobile garage(s), airplane port(s), boat shelter(s), unless otherwise grandfathered under these Restrictions.



10. Deleted
11. Free standing or pertinent structures that are not contiguous to a residence structure are prohibited.
12. The highest roof line or ridge line of any roof portion of any hanger, garage, boat shelter, or plane port of a residence shall not exceed in height by more than 20% that highest point or ridgeline of the residence element when measured from the residence structure foundation at its lowest elevation.
13. All finished roofing on structures shall be of high quality Standing "T" Double Crimp seams metal covering system(s) or other approved metal roofing system consistent with traditional Florida architecture.
14. The square foot area of any hanger, garage, plane port, or boat shelter portion of a residence shall not exceed the interior living area of that residence excluding porches or other non-living area by more than 30%. However the subdivision reserves the right to grant a variance to this paragraph in regard to particular architectural design or requirement(s) of the property owner.
15. No residence or other structure(s) shall be constructed in such a manner or of such materials that would cause a fire hazard. Failure to comply with this paragraph for the purpose of fire protection shall constitute a nuisance, which may be abated by any of the remedies otherwise set out herein.
16. All buildings on every lot must be kept painted and properly maintained and free of junk, trash, garbage, litter, refuse, debris or any other unsightly accumulation(s) by the resident or owner. Failure to comply with this paragraph shall constitute a nuisance that may be abated by any of the remedies otherwise set out herein.
17. When ever there shall have been built on any lot any structure which is in violation of these restrictive covenants the trustee reserves the right to enter upon the property where such violation of these restrictive covenants exists and summarily abate or remove the same at the expense of the owner or resident. Any such entry or removal shall not be deemed a trespass.
18. No Wires, antenna, aerals or other such equipment shall be erected, attached, or otherwise installed upon the exterior of any building or lot at an overall height of more than Fifty (50) Feet when measured using a datum point of the crown point of the common roadway(s). The erection of the aforementioned structures of this paragraph is subject to the approval of the Trust in writing.
19. Except during the time period of construction of approved structure(s), outside toilet(s), privy(s), or any other type of sanitary facility(s) is expressly prohibited.
20. Outside showers and other human hygiene devices when used in conjunction with swimming pool(s), and outside residential pre-entry devices are not subject to the considerations of paragraph (11), however showers described in this paragraph are subject to the approval of the subdivision and the building committee.

21. No commercial business of any type shall be permitted in this subdivision except that "home occupation" shall be permitted pursuant to and in accordance with the Hendry County Land Development Code; however nothing herein contained shall be construed as preventing the Sky Manor Estates or its assigns from erecting and maintaining facilities of a recreational or community nature or facilities incident to the use of the runway(s), taxiway(s), common roadway(s) and easements including but not limited to fuel storage facilities for residence, lot owners use only.
22. It is not necessary that the building site for any residence be limited to a single lot as laid out on the aforesaid recorded plat. A residential building site may consist of one or more lots. No residential building site shall consist of less than one lot.
23. No lot in this sub-division shall be re-subdivided.
24. The front lot line of any lot is that lot line that is contiguous to the paved common roadway(s) The front lot line of any lot having more than one lot line contiguous to the common roadway(s) shall be the longest in length of the aforementioned lot lines. Any lot line in question or dispute as to front lot line designation shall be determined by the Sky Manor Estates. Notwithstanding, Sky Manor Estates reserves the right to re-designate front lot lines of any lot in the interest of spacing of structures and in consideration of the wishes of the lot owner(s) to maintain the balance and quality of the neighborhood.
25. To accommodate the safe movement of aircraft on the surface no building(s) or other structure(s) temporary or otherwise shall be erected on any lot closer than thirty feet (30') from the lot front line or lot side line when that lot line is contiguous to any taxiway(s) or runway(s). Any object in that said space of the front lot line or side lot setback area that is placed temporarily or otherwise shall not exceed an ascending slope ratio of two in twelve (2:12) when measured from the front lot line at a point in space twelve inches (12") above the road crown to the front lot line setback respectfully as herein stated.
26. Any lot having a rear lot line contiguous to the sideline of any portion of any runway(s) shall have a setback requirement of not less than fifty feet (50).
27. Where a single structure(s) is constructed on more than one residential lot, the side lot lines of said lot(s) shall refer only to those side lot lines contiguous to the side lot line(s) of adjoining property of other ownership. If structure setback requirements are observed as in that of a single lot requirement for the construction of a residence on two or more lots, that portion of two or more lots may be utilized as single lots at a later date for the purpose of additional residence construction.
28. Access to Sky Manor Estates will be via provided gated double carriage way from Fort Denaud Road. Owner(s) of lots or residence of the subdivision shall not use any other surface access to the subdivision except via the aforementioned access, except in the case of landing aircraft. Responsibility of the operation of any electromechanical security gate system(s) shall be limited to residence and lot owners of the subdivision.
29. All lot owners agree to be bound by and to abide by the terms of any and all provisions of any insurance policies upon the common easements, taxiway(s), runway(s), overrun(s) and other common areas of the subdivision.
30. All roads, taxiway(s), runway(s), easements, overrun(s), and other common areas are reserved to the landowners unless granted by way of easement for public utility. Sky Manor Estates shall

upon the closing of sale of any lot(s) of this subdivision issue to the new owner in writing and in recordable form irrevocable easement and right-of-way for the unrestricted use of all taxiway(s), runway(s), overrun(s) and other common areas to the lot owner(s) as set out herein.

31. Aircraft have the right-of-way over all other motor vehicle(s) while on the paved common roadway(s) / taxiway(s).
32. Each lot owner or resident of the subdivision is responsible to see that all motor vehicles in their control use the designed driveway to each lot(s). Damage to the common roadway(s) / taxiway(s) resulting from the improper departure from the paved surface(s) of said roadway(s) taxiway(s) will be the responsibility of the lot owner(s) or resident(s) causing such damage or defect to the aforementioned surface as mentioned.
33. It is the responsibility of any Party building upon the subdivision any structure(s) to see that no vehicle of any kind trespass upon the property of any adjoining lot(s) or common property of the subdivision. Except as specified in written form to an adjoining lot owner(s), the aforementioned trespass will be considered unlawful. A copy of any written consent of one lot owner(s) conveying to any other lot owner(s) The Right of Trespass shall be filed with the subdivision and the building committee.
33. Sky Manor Estates reserves the right to manage and control the use of the runway(s), taxiway(s) and common roadway(s) and may prohibit the use of the runway(s), taxiway(s), and common roadways by any aircraft deemed unsafe to either life, health or the condition and maintenance of the airfield by virtue of its size design or state of repair
34. The speed limit of any motor vehicle / aircraft while on the paved common roadway(s) taxiway(s) of the subdivision is limited to ten (10) miles per hour. Operating speed(s) in excess of the herein-said speed limit of the aforementioned powered vehicles may be considered a safety hazard to the community and shall be at remedy of a common nuisance.
35. No motor vehicle(s) or aircraft of any kind shall be at any time parked on any taxiway(s), runway(s) or common roadway in an obstructive manner that may present a safety hazard.
36. No motor vehicle(s) shall be at any time parked or operated with in reason on any of the taxiway(s) or runway(s) except as may be necessary for the maintenance of the taxiway(s) and Runway(s) and the toeing of aircraft to or from the flight operation area.
37. In the interest of overall safety, all lot owners and / residents of the community having children of minor age and visiting children of minor age will effect whatever measures and precautions as may be reasonable and necessary to insure the safety of said minor children and the welfare of the community.
38. Fencing of any home site is permitted along with other acceptable restraining system(s) or devices. Barbed wire, hog wire, expanded metal mesh and any other non-residential fencing or restraining device is expressly prohibited. The Trust and building committee must approve all fencing system(s) and other restraining device(s).

39. The commercial breeding or feeding of cattle, sheep, goats, hogs, poultry; the operation of a commercial dairy; K-9 boarding kennel, or veterinary hospital; the operation of a commercial livery or boarding stable for horses, or a riding school; and the keeping of any hog, milk cow, chickens or farm animals is prohibited. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a reasonable number of domestic animals for family pleasure such as K-9's, cats, non-farm fowl and other non-offensive creatures that do not pose a nuisance to the community. All animals shall be maintained in such a manner so as not to present a hazard / danger or offense to other adjoining lot owners or residence of the community.
40. Exterior of a residence, free standing kennels and / or the tethering of any animal(s) is strictly prohibited.
41. There is no restriction on the number of aircraft any lot owner or resident of the community may hold in this subdivision. However, any aircraft that is parked exterior of any structure must be in current license and the number of aircraft not parked under cover of an approved structure for an extended period of time is limited to one at any given time on any lot or combination of lots where one residence is established unless otherwise stated by the subdivision.
42. Aircraft, boats, motor vehicles and other like transportation device(s) may be parked outside of a residence provided that the aforementioned aircraft, boat(s), motor vehicles and other transportation device(s) are in current license and in good cosmetic appearance. Long term mechanical repairs to the aforementioned in this paragraph may be accomplished only in an approved appropriate structure(s). A violation of this provision shall be considered a nuisance. Failure of the lot owner to abide with this provision may be abated by the Trust by the removal of the violation at the expense of the lot owner. However, this paragraph shall not preclude reasonable repairs if done in a timely manner.
43. The storage of, or holding in an unapproved manner at any residence or on any lot of, gasoline, petroleum distillates, Hazardous materials as described by the United States Department of Transportation haz-mat publication(s) or any other material or substance that is deemed dangerous or a threat to property, human life or otherwise is strictly prohibited. However, this provision does not preclude the keeping of a reasonable quantity of those flammable materials that would be normally used in the restoration or normal maintenance of any building, aircraft, boat or other finished product. The aforementioned material(s) shall be stored in a safe and orderly manner as described by local county code and fire code regulations with regard to Fire control and safety.
44. The storage of an unreasonable quantity of Gasoline, diesel fuel, JP Fuel or any other petroleum product in underground tanks or the bunkering of the aforementioned on any lot(s) is subject to applicable government regulation.
45. No lot or portion thereof shall be sold or conveyed to anyone other than a lot owner without the approval of Sky Manor Estates and any such purchaser must have agreed to abide in writing with all rules, regulations and previous restrictions as are or may be amended from time to time. Any person making an offer to purchase property in Sky Manor Estates must hold a pilots certificate issued by the Federal Aviation Administration of the United States of America or the Aviation authority of any foreign country.





45. No lot or portion thereof shall be sold or conveyed to anyone other than a lot owner without the approval of Sky Manor Estates and any such purchaser must have agreed to abide in writing with all rules, regulations and previous restrictions as are or may be amended from time to time. Any person making an offer to purchase property in Sky Manor Estates must hold a pilots certificate issued by the Federal Aviation Administration of the United States of America or the Aviation authority of any foreign country.
46. An owner of real property in Sky Manor Estates intending to make a bonafide sale of their real property shall give in writing to Sky Manor Estates, notice of intention and a copy of the real property sales contract including the name and address of the intended purchaser, and other such information concerning the intended purchaser as the subdivision may require. At a meeting of the officers within thirty (30) days after receipt of the notice, the sales contract, and other required information, the Sky Manor Estates must either approve or disapprove the proposed transaction.
47. With approval of any real property sales contract by Sky Manor Estates, a certificate of Approval shall be executed by Sky Manor Estates in recordable form.
48. With disapproval of any real property sales contract Sky Manor Estates shall deliver within forty five(45) days after receipt of the notice of intention to sell together with a copy of the real property sales contract including the name and address of the intended purchaser, and other such information concerning the intended purchaser as Sky Manor Estates may require. Sky Manor Estates shall deliver to the real property owner a purchase agreement signed by a purchaser approved by Sky Manor Estates obligating the purchaser to buy the said real property upon the same terms and conditions set forth in the original contract with the same time period for closing sale as in the original contract except that the time periods shall commence from the date of the execution of the contract by the sellers.
49. Corporate ownership of real property in Sky Manor Estates is permitted but approval of any corporation is not to be construed as approval of any particular occupant(s) of the property owned by the corporation. All persons who may occupy the property of a corporation must first be approved by Sky Manor Estates. Transient occupancy of any home site will not be approved and requests for approval of occupants may not be submitted more than twice in any given year and shall not include more than one family. Together with its request for initial approval, any corporate purchaser agrees to submit proof of incorporation and corporation status and authority satisfactory to the Sky Manor Estates, including, but not limited to, the following:
- A. Certificate of good standing from the Secretary of State of the State of Incorporation.
  - B. Certified copies of the Articles of Incorporation, Bylaws, and all amendments thereto.
  - C. Certified list of current officers, directors, stockholders and their residence address.
50. Nothing contained herein shall preclude a mortgage banker, a bank, a savings and loan association, an insurance company, or any other institutional or recognized lending institution from owning a mortgage on real property situated in Sky Manor Estates, and such mortgage lender shall have an unrestricted and absolute right to take title to said property in settlement and satisfaction of said mortgage or to foreclose the said mortgage in accordance with the terms thereof and with the laws of the State of Florida, and to bid upon the said property at foreclosure sale, and of the successful bidder to take thereto. Provided, however, that should a mortgage encumbering lands on the aforesaid property held by such mortgagee lender be in default, then such mortgage lender shall give Sky Manor Estates notice of such default in writing at least thirty (30) days prior to the institution of foreclosure action. Should any party thereof, individually or collectively, fail to purchase said mortgage together with all costs incident thereto including



interest to date, then and in the event the mortgage taking title at the foreclosure sale, or taking title in lieu of foreclosure, or any other person or corporation purchasing at a foreclosure sale or from said mortgage, may occupy or sell such real estate whether or not said purchaser is previously approved for purchase, however, after receiving written notice of default as aforesaid, the Sky Manor Estates or any of the land owners thereto, shall have the right, upon the payment of all principal, interest and costs, to purchase said mortgage and note at any time prior to the aforesaid foreclosure sale and shall in such event be substituted in place of said mortgage.

51. If at any time any lot owner or their assigns or resident(s) shall violate any of the Covenants herein set out, it shall be lawful for the Sky Manor Estates or any other person(s) owning real property in this subdivision known as Sky Manor Estates to prosecute at law any proceedings at law or in equity against the person(s) violating any of these covenants to prevent him / her from so doing or to recover damages from such violation(s).

## Sky Manor Estates

*R. L. Wood*

By R.L. Wood, Owner

State of Florida  
County of Hendry

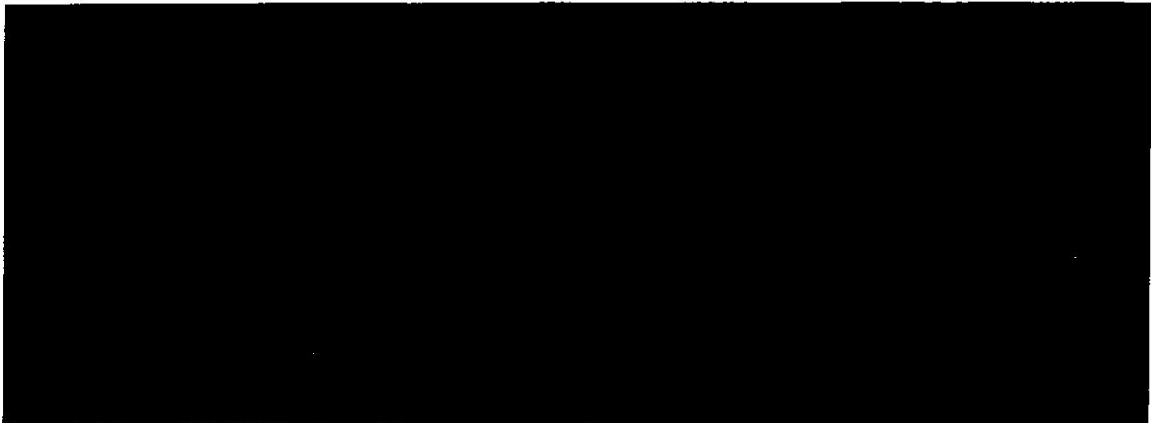
Acknowledged before me this 7<sup>th</sup> day of May 2001, Mr. R.L. Wood on behalf of Sky Manor Estates.



Roberto L. Reynolds  
MY COMMISSION # CC711431 EXPIRES  
January 28, 2002  
BONDED THROUGH FARMER FINANCE, INC.

*Roberto L. Reynolds*  
Notary Public

Commission expires \_\_\_\_\_



**CERTIFICATE OF OWNERSHIP AND DEDICATION**

R. L. Wood does hereby certify that he is the owner of the premises described herein, and that he hereby dedicates and sets apart all of the streets, ways and drainage easements described and shown on this Plat to the use and benefit of the lots and lot-owners of Sky Manor Estates forever, and not to the public. R. L. Wood further dedicates easements to public utility providers for the placement of utility facilities and drainage for the benefit of said lots over, across and under the following portions of the subdivision lots:

1. Ten feet along the front and rear of each lot.
2. Five feet along the sides of each lot, except that where two or more lots are used as a single building site the outside boundaries of the combined lots only shall be subject to the side easements.

In witness whereof, the owner has set his hand and seal on this 4<sup>th</sup> day of May, 2001.

Witnessed by:

Gearl Johnson

R. L. Wood LS

Roberta L. Reynolds

STATE OF FLORIDA  
COUNTY OF HENDRY

Before me personally appeared R. L. Wood, who is personally known to me or who has produced FL Driver License - 732-11-96 as identification, and who executed the foregoing instrument and severally acknowledged to and before me that he executed said instrument for the purposes therein express.

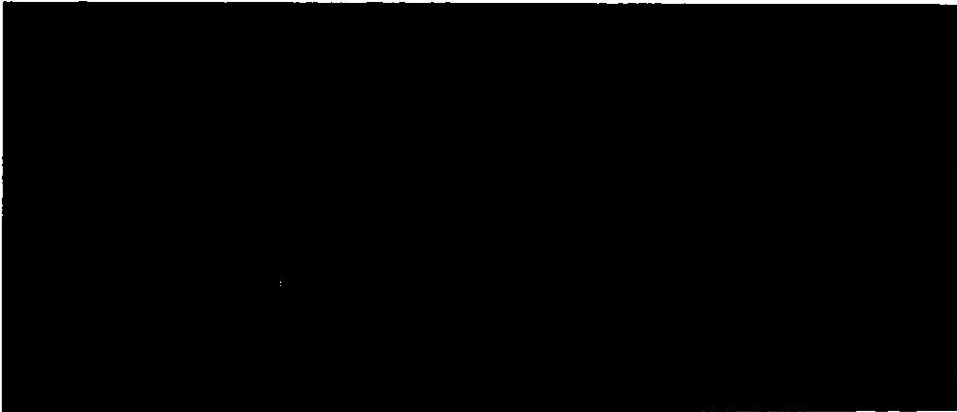
Witness my hand and official seal this 4<sup>th</sup> day of May, 2001.

Roberta L. Reynolds  
Notary Public

Commission Expires:



Roberta L. Reynolds  
COMMISSION # CC711431 EXPIRES  
January 28, 2002  
BONDED THROUGH FARM INSURANCE, INC.





BARBARA S. BUTLER  
CLERK CIRCUIT COURT, HENDRY COUNTY  
P.O. BOX 1760  
LABELLE, FLORIDA 33975  
863/675-5217

TO WHOM IT MAY CONCERN:

OFFICIAL RECORD BOOK 614 PAGE 712 WAS NOT USED IN THE RECORDING OF  
MAY 4, 2001.

BARBARA BUTLER  
CLERK CIRCUIT COURT

BY: *M. Keel*, D.C.

