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**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
MIRROR LAKES COMMUNITY ASSOCIATION, INC.
FOR
ASTON GREENS**

LEA

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● RECORD VERIFIED - CHARLIE GREEN, CLERK ●
● BY: HELEN CARROLL, D.C. ●

Lehigh Corporation, a Florida corporation ("Declarant"), has executed a Declaration of Covenants, Conditions, Restrictions and Easements for the Mirror Lakes Community Association, Inc. (the "Declaration") and has recorded the Declaration in Official Record Book 2356, Pages 0745, et. seq. of the Public Records of Lee County, Florida. Declarant is the owner of various parcels of real property which are included within the properties subject to the Declaration, which parcels are described on Exhibit "A" hereof ("Aston Greens"). Declarant desires to impose additional restrictions on Aston Greens and hereby declares that Aston Greens shall be held, sold and conveyed subject to the Declaration and the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of Aston Greens and shall run with the land and shall bind all parties having any right, title or interest in Aston Greens or any part thereof, their heirs, successors, successors in title and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

All terms used in this Supplemental Declaration shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

**ARTICLE II
MINIMUM SQUARE FOOTAGE REQUIREMENTS**

Any Residential Unit within Aston Greens shall contain not less than 1,200 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios).

**ARTICLE III
OUTDOOR ANTENNAE, AERIALS, AND SATELLITE DISHES**

No outdoor television antennae, aerials or satellite dishes shall be permitted to be erected or maintained on any Residential Unit within Aston Greens without the prior approval of the NCC in the case of new dwellings or the RMC in the case of existing dwellings. Every effort shall be made to install antennae, aerials and satellite dishes in good taste, with maximum sheltering through location and landscaping. It is the intention of this provision to discourage the proliferation of outdoor antennae, aerials and satellite dishes until cable television or alternative means of reception are available and to prohibit any such devices to the extent that

they are aesthetically displeasing as from time to time determined at the reasonable discretion of the NCC or RMC, as the case may be.

**ARTICLE IV
ASTON GREENS SUBDISTRICT AND ELECTORAL DISTRICT**

4.01 Aston Greens shall constitute a Subdistrict (the "Aston Greens Subdistrict") as provided for in Article I, Section 19 of the Declaration.

4.02 The Aston Greens Subdistrict shall constitute an Electoral District as provided for in Article I, Section 7 of the Declaration.

**ARTICLE V
MAINTENANCE**

5.01 The following areas, which are located within Aston Greens, are for the common benefit and enjoyment of Owners of Residential Units within Aston Greens (collectively the "Aston Greens Common Areas"):

- a) The property described on Exhibit "B" hereto, upon which will be located signage, entrance features and landscaping.
- b) The property described on Exhibit "C" hereto, which is contained within the road right-of-way of Aston Greens Boulevard, upon which may be located signage and/or landscaping.
- c) Any property that is hereafter acquired by the Association and any property that is hereafter subjected to an easement in favor of the Association.

5.02 The Aston Greens Common Areas shall be owned and maintained by the Association primarily for the common benefit and enjoyment of Owners of Residential Units within Aston Greens.

5.03 The Association shall maintain and keep in good repair all lawns, landscaping and irrigation systems within the Aston Greens Common Areas, such maintenance to be funded as hereinafter provided. The maintenance shall include, but not be limited to, mowing, weeding, general cleanup, maintenance, repair and replacement of all landscaping and other flora and any other improvements within Aston Greens, other than residential structures, provided that if any repair or replacement is covered by insurance, the insurance proceeds shall be paid to the Association or the repair or replacement shall be undertaken by and at the expense of the Owner who is the policy holder, as determined on a case by case basis at the sole discretion of the Association. In the event the Association elects to undertake a repair or replacement that is covered by insurance and the Owner who is the policy holder collects the insurance proceeds but does not pay the proceeds to the Association, the Association shall have all rights of collection as provided for in Article X, Section 4 of the Declaration with respect to Assessments.

5.04 The Association shall have the right, but not the obligation, to maintain property that is adjacent to Aston Greens, but not owned by the Association, including certain golf course lakes and access areas (the "Lake Areas").

5.05 The Association's maintenance responsibilities as provided for herein shall include the proper operation and maintenance of the surface water management system for Aston Greens, as permitted by the South Florida Water Management District, including any lakes, retention areas, culverts and related appurtenances.

5.06 The cost for maintaining the Aston Greens Common Areas and the Lake Areas shall be assessed as an annual Subdistrict assessment only against owners of Residential Units within Aston Greens as provided for in Article IV, Section 1 of Article X, Section 1 of the Declaration.

5.07 The Board of Directors may from time to time impose reasonable rules, regulations and restrictions pertaining to the Aston Greens Common Areas and the Lake Areas, provided that no such enactment shall be deemed approved by the Board unless they receive the affirmative approval of the Voting Member who represents the Aston Greens Subdistrict. Until such time as the Aston Greens Subdistrict selects a Voting Member, this approval right shall be exercised by the Declarant.

5.08 Except as provided in Section 5.03 above, all maintenance and repair of Residential Units in Aston Greens shall be the responsibility of the Owner thereof. This responsibility shall include, but not be limited to: paint, roof, driveway, walkways, pipes, lines, ducts, conduits and other apparatus which serve only the Owner's Residential Unit, whether or not located within the Residential Unit's boundaries.

5.09 In the event the Aston Greens Subdistrict is expanded to include subsequent phases of Aston Greens, additional areas may be designated for the common benefit and enjoyment of Owners of Residential Units within Aston Greens. If so, such areas will be specifically identified in an amendment to this Supplemental Declaration, as provided for in Section 8.02 of Article VIII below and such areas will be added to the definition of and become part of the Aston Greens Common Areas as set forth in Section 5.01 above.

**ARTICLE VI
ASSOCIATION EASEMENT**

The officers, agents, employees and independent contractors of the Association shall have a non exclusive easement to enter upon any portion of Aston Greens for the purpose of performing or satisfying the duties and obligations of the Association as set forth herein and in the Declaration.

**ARTICLE VII
SECURITY**

The Association will strive to maintain Aston Greens as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN ASTON GREENS, AND NEITHER THE ASSOCIATION, THE DECLARANT NOR THEIR DIRECTORS, OFFICERS OR AGENTS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, THE DECLARANT, THEIR DIRECTORS, OFFICERS OR AGENTS ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO RESIDENTIAL UNITS AND TO THE CONTENTS OF RESIDENTIAL UNITS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION, THE DECLARANT, THEIR DIRECTORS, OFFICERS OR AGENTS HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

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**ARTICLE VIII
AMENDMENT**

8.01 This Supplemental Declaration is in addition to and not in lieu of the Declaration, and in the event of any conflict between the provisions of this Supplemental Declaration and the Declaration, the more restrictive shall apply.

8.02 The Aston Greens Subdistrict may be expanded from time to time and in conjunction therewith, additional areas may be designated as being for the common benefit and enjoyment of Owners of Residential Units within Aston Greens. To do so, Declarant shall prepare an amendment to this Supplemental Declaration and record the amendment in the Public Records of Lee County, Florida therein making specific reference to this Supplemental Declaration. Declarant may prepare and record such amendment at any time and from time to time without approval of the Board or the Owners of Residential Units within Aston Greens or otherwise.

8.03 This Supplemental Declaration may be amended at any time, and from time to time upon approval of Owners of a majority of the Residential Units subject hereto and the Declarant, so long as the Declarant owns any property subject to the Declaration, for the purpose of reducing the minimum square footage requirement with respect to any Residential Unit under Article II hereof or for the purpose of removing any of the covenants, conditions, restrictions and easements contained herein. Any such amendment shall be executed by the

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Declarant and shall become effective upon recording in the Public Records of Lee County, Florida.

8.04 Any amendment to this Supplemental Declaration which would affect the surface water management portions of the common areas must have the prior approval of the South Florida Water Management District. Further, if any such amendment would provide for the dissolution of the Aston Greens Subdistrict, such amendment must provide that the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government; and if said conveyance is not accepted, and if the Association is dissolved, then the surface water management system must be dedicated to a similar non-profit corporation.

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 25th day of October, 1993.

DECLARANT:
LEHIGH CORPORATION, a Florida corporation

Ellen Wyskochy
Ellen Wyskochy

Janet E. Allison
Janet E. Allison

By: William I. Livingston
William I. Livingston
Its: President

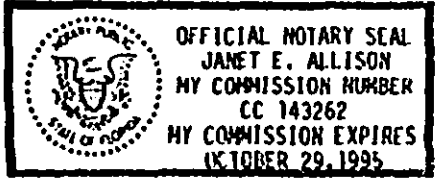
STATE OF FLORIDA
COUNTY OF LEE

BEFORE me personally appeared William I. Livingston, to me personally known and known to me to be the individual described in and who executed the foregoing instrument as President of the above-named corporation and acknowledged to and before me that he executed such instrument as President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 25th day of October, 1993.

My Commission Expires:

Janet E. Allison
Notary Public



Janet E. Allison
Name of Notary
CC 143262
Commission Number

Exhibit "A"

LEGAL DESCRIPTION

SECTION 16, TOWNSHIP 45 SOUTH, RANGE 27 EAST

LOTS 1 THROUGH 27 INCLUSIVE, ASTON GREENS, SECTION 16,
TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA,
RECORDED IN PLAT BOOK 52, PAGES 79 THROUGH 84 INCLUSIVE, A
REPLAT OF PARCEL A, UNITS 2 AND 3, AND PART OF PARCEL D, UNIT
8, AS RECORDED IN PLAT BOOK 27, PAGES 161 THROUGH 176, OF THE
PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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Exhibit "B"

LEGAL DESCRIPTION

SECTION 16, TOWNSHIP 45 SOUTH, RANGE 27 EAST

TRACTS A, B AND C, ASTON GREENS, SECTION 16, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 52, PAGES 79 THROUGH 84 INCLUSIVE, A REPLAT OF PARCEL A, UNITS 2 AND 3, AND PART OF PARCEL D, UNIT 6, AS RECORDED IN PLAT BOOK 27, PAGES 161 THROUGH 176, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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Exhibit "C"

LEGAL DESCRIPTION

SECTION 16, TOWNSHIP 45 SOUTH, RANGE 27 EAST

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF MILWAUKEE BOULEVARD AND CHARWOOD AVENUE SOUTH, AS SHOWN ON THE PLAT OF UNIT 3, SECTION 16, TOWNSHIP 45 SOUTH, RANGE 27 EAST, A SUBDIVISION OF LEHIGH ACRES, LEE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 27, AT PAGE 166, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH $35^{\circ}-20'-16''$ WEST, ALONG THE CENTERLINE OF CHARWOOD AVENUE SOUTH, A DISTANCE OF 520.00 FEET; THENCE NORTH $54^{\circ}-39'-44''$ WEST, A DISTANCE OF 30.00 FEET, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CHARWOOD AVENUE SOUTH, AND THE POINT OF BEGINNING OF A TRACT OF LAND IN THE MIDDLE OF ASTON GREENS BOULEVARD, SAID POINT OF BEGINNING BEING A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 5.00 FEET, AND A DELTA ANGLE OF $180^{\circ}-00'-00''$; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A DELTA ANGLE OF $90^{\circ}-00'-00''$, AN ARC DISTANCE OF 7.85 FEET, TO THE POINT OF TANGENCY; THENCE NORTH $54^{\circ}-39'-44''$ WEST, A DISTANCE OF 50.00 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5.00 FEET, AND A DELTA ANGLE OF $180^{\circ}-00'-00''$; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 15.71 FEET, TO THE POINT OF TANGENCY; THENCE SOUTH $54^{\circ}-39'-44''$ EAST, A DISTANCE OF 50.00 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5.00 FEET, AND A DELTA ANGLE OF $90^{\circ}-00'-00''$; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET, TO THE POINT OF BEGINNING.

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CHARLIE GREEN LEE CTY, FL
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