

Unit 11
DEED OF RESTRICTIONS

Kleist Enterprises, Inc.,
A Florida corporation,
To

ALL PRESENT AND FUTURE OWNERS of any
Of the lands located in TOWN & RIVER
ESTATES, UNIT 11, AS RECORDED IN Plat
Book 30, Pages 119-121, Public Records
Of Lee County, Florida.

WITNESSETH, that WHEREAS, the aforesaid Grantor is the owner of all of the lands hereinabove described; and

WEHEREAS, It is the intention and desire of said Grantor herein that said lands be restricted in the manner hereinafter set forth in detail.

NOW, THEREFORE, KNOW YE That all future conveyances of any of the lands hereinabove described shall be subject to the following restrictions from the date hereof up to and including January 19, 1999, unless the same shall be extended as hereinafter provided, which said restrictions shall be binding upon the parties hereto, their assigns or legal representatives, which said restrictions shall be applicable to and run with the land during the term hereof;

1. All of the lots in TOWN & RIVER ESTATES UNIT 11, are restricted to use for a single family, one-floor residence.
2. No trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions.
3. All lawns and landscaping shall be as approved. No gravel or blacktop or paved parking strips are to be allowed except as shown on the plot plan submitted for approval under Paragraph 4.
4. In order to insure that the homes and other buildings in TOWN & RIVER ESTATES, UNIT 11 will preserve a uniformly high standard of construction, no building or other structure shall be erected, placed or allowed to remain on any building lot in this subdivision until a set of plans and specifications, including a plot plan showing the location of the buildings or other structures, terraces, patios, walls, driveways, fences, docks, poles, property lines and setbacks, is submitted to the Grantor or to an association of the landowners and approved by the Grantor or said association of landowners as meeting the requirements of these restrictions. Refusal of approval of plans and specifications and location by the grantor or an association may be based on any ground, including purely aesthetic grounds which is the sole and uncontrolled discretion of the owner or association shall seem sufficient. No alterations in the exterior appearance of buildings or structures shall be made without approval. The provisions herein contained shall

apply equally to repair, alterations or modification made in any building, wall or other structure on said sublots.

The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Grantor or association of any of the lot owners from enforcing these provisions.

All owners of individual lots in this subdivision shall join and become a member of Town & River Civic Association and pay the regular dues thereof.

5. All buildings erected or constructed in TOWN & RIVER ESTATES, UNIT 11, shall conform in area and setback limitations to the following table (no building shall be erected on any lot which does not comprise at least the number of square feet designated in this table):

Minimum square feet of living area = 1,400

Setback requirements: Shall comply with and conform to all applicable Lee County building and zoning setback requirements.

Where two or more lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining property owners.

6. The method of determining the square footage of proposed building and structures of additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the living area of the building or structure.

7. No garage shall be erected which is separated from the main building. Each home shall include a double garage.

8. Boat landings, docks, piers and mooring posts shall be constructed only in accordance with plans and specifications therefor approved in writing by the Grantor or the association. The owners and occupants of land in the subdivision shall have an easement in common for the purpose of navigation on all waterways. Docks, piers or mooring posts shall not be constructed so as to extend beyond a distance of four feet from seawall or lot line. No boathouse shall be constructed on or adjacent to any of the waterfront lots in the subdivision, nor shall any boat canal or slip be dug or excavated into any of the waterfront lots unless the same is approved in writing by the Grantor or association. No vessel or boat shall be anchored off shore in any of the waterways adjacent to the subdivision so that the same shall in anywise interfere with navigation. No boats, boat trailers, recreational vehicles or trailers of any description, trucks or commercial vehicles shall be stored or parked on any lot in the subdivision. No power boats of any description shall be permitted to be operated on that certain landlocked lake described as Sublot 280, of the plat of TOWN & RIVER ESTATES, UNIT 11, as recorded in Plat Book 30, pages 119-121.

9. No lot or parcel shall be increased in size by filling in the water on which it abuts.

10. No seawalls shall be erected or constructed by any Grantee, applicant, purchaser or optionee except with the express written permission of the Grantor and/or company or association.

11. No boundary wall shall be constructed with a height of more than five feet above the ground level of adjoining property and no boundary line hedge or shrubbery shall be permitted with a height of more than five feet. Waterfront walls of solid construction or solid waterfront hedges shall not be permitted in excess of three feet in height. Such walls or hedges where partially open will be permitted to a height of not more than five feet. No wall, hedge or fence exceeding two feet in height shall extend beyond the setback line of the property. The heights or elevations of any wall shall be measured from the existing property elevation. Any questions as to such heights may be conclusively determined by the Grantor or association.

12. No animals, birds or reptiles of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance.

13. All garbage or trash containers, oil tanks and bottled gas tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties.

14. No outdoor clothes drying shall be allowed except in the rear yard and in the case of corner lots may not be placed within 40 feet of the side street line. On waterfront lots, the clothes drying area shall be on the side yard of the lot and shall be shielded from view through the use of shrubbery.

15. No "For Rent" or "For Sale" signs larger than 216 square inches, except for advertising Model Homes, shall be erected or displayed on this property or on any structure, unless the placement and character, form and size of such sign be first approved in writing by the Grantor or association. No signs of a commercial nature shall be erected.

16. The Grantor reserves the right to dedicate the roads, streets, avenues, lakes, waterways and necessary easements abutting the lots in TOWN & RIVER ESTATES, UNIT 11, to public use without consent of the Grantees.

The Grantor further reserves the right to dedicate or grant certain easements for the purpose of installing and maintaining public, quasi-public and/or private utilities and drainage, and for such other purpose's incident to the development of the property, without the consent of the Grantees.

The aforementioned easements shall be confined to six feet along the front and sides or rear line of each lot.

17. Grantees shall place a suitable appropriate lamp post in the front area of each lot, which shall be operated by an electric eye device.

18. The grantor hereby expressly reserves the right to close or alter the bounds of presently existing roads, excavate additional waterways or change the course of existing waterways, alter the bound of easements or dedicate new easements, or to do any other act necessary or felt desirable by the Grantor in order that the final plat of the subdivision may conform to a certain master development plan being used by the Grantor. No permission or consent of any owner of ands in this subdivision shall be necessary as a condition precedent to

any action in accord with the foregoing that the Grantor may take. In addition, the Grantor or association hereby reserves the right to dedicate the roads, streets, avenues, lakes, waterways and necessary easements abutting the lots in TOWN & RIVER ESTATES, UNIT 11, to public use without consent of any grantee or owner of lands in this subdivision.

19. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises hereby conveyed, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Grantor or association may enter upon the lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

20. The failure of the owner or association to enforce any building restrictions, covenant, condition, obligation, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.

21. The Grantor or Association reserves the right to itself, its agents, employees or any contractor or subcontractor dealing with the Grantor or association, to enter upon the land covered by these restrictions, for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to completing any dredging, filling, grading or installation of drainage, water lines or sewer lines. These reserved rights in the Grantor or Association shall also apply to any additional improvements which the Grantor or Association has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications or any other improvements. In this respect, the Grantor or Association agrees to restore said property to its condition, at the time of said entry, and shall have no further obligation to the Grantee in connection therewith.

22. Violation or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantor, or by virtue of any judicial proceedings, shall give the Grantor or association or individual lot owner of said subdivision, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said condition, restrictions or covenants, and to prevent the violation or breach of any of them.

23. The Grantor or its successor reserves the right to hereafter, from time to time; amend, modify, add, delete, or grant exceptions from any or all of the foregoing restrictions without notice to or consent from the Grantee. No residential lot shall be subdivided into two or more lots. All construction shall be of new material. Provided, however, that this paragraph shall not be used for the purpose of reducing or downgrading the standard or quality of the restrictions in effect in the subdivision in which the property is located and provided further that this paragraph shall not be used to change the residential character of the property in this subdivision.

24. Invalidation of any of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

25. The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands herein described running with the land and division, and it shall be and remain in full force for twenty-one (21) years from the date of the recording of this instrument, after which they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the lots in the subdivision it is agreed to change them in whole or in part.

26. By accepting a deed to land in this subdivision, the Grantee agrees that the foregoing restrictions, limitations, covenants, and conditions are made as part of the consideration for the conveyance and as part of the consideration for the purchase price of the above described lands and they are covenants running with the land and shall be binding upon the Grantee and all subsequent owners.

27. All television and radio antennas or towers of any description above ground shall be prohibited.

28. Any owner of a lot of which ten (10) feet or more thereof abuts subplot 280 of Plat of Town & River Estates, Unit 11, as recorded in Plat Book 30 at pages 119-121 shall pay their full share of taxes and insurance appertaining to subplot 280, which shall be determined by dividing the cost of said taxes and insurance by the number of lots so abutting. Town & River Civic Association, Inc., an association of owners, shall have a lien on each of the lots in the subdivision for any unpaid assessments for taxes, liability insurance, maintenance, dues and for reasonable attorney's fees incurred by the association incident to the collection of said assessments, or the enforcement of the lien. The lien is effective from and after recording a Claim of Lien in the public records in Lee County, Florida, stating the description of the parcel, the name of the record owner, the amount due and the due dates. The lien shall be in effect until all sums secured by it have been fully paid or until barred by Chapter 95 of the Florida Statutes. The Claim of Lien includes only assessments due when the claim is recorded.

IN WITNESS WHEREOF, The said party of the first part has hereunto sets its hand and seal this 20th day of January A.D. 1978.