

Unit 6
DEED OF RESTRICTIONS

WEST VALLEY ESTATES, INC., an Ohio
Corporation duly licensed to do
Business in the State of Florida,
to

ALL PRESENT AND FUTURE OWNERS of any
Of the lands located in TOWN & RIVER
ESTATES, UNIT 6, as recorded in Plat
Book 25, pages 100, Public Records of
Lee County, Florida

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

WHEREAS, 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 September 22, 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 6, 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 black-top 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 6, 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 plat 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 owner or an association may be based on

any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the owner or association shall deem sufficient. No alterations in the exterior appearances of buildings or structures shall be made without approval. The provisions herein contained shall apply equally to repair, alteration 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 or any of the lot owners from enforcing these provisions.

The Grantor herein may offer the individual lot owners in this subdivision an opportunity to form an association of lot owners and, upon the formation of said association, the Grantor shall assign to said association equal right to approve plans, specifications and locations of buildings and to enforce these restrictions.

5. All buildings erected or constructed in TOWN & RIVER ESTATES, UNIT 6, 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 foot of living area = 1400

Setback requirements: Front 30', Canal or Back 25', Sides 15'

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 owner.

6. The method of determining the square footage of proposed buildings 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 association. The owners and occupants of land in the subdivision shall have an easement in common for the purposes of navigation on all waterways. Docks, piers or mooring posts shall not be constructed so as to extend beyond a distance of eight feet from sea wall or lot line. However, dolphin piling may be installed beyond said distance, not to extend beyond a distance of twenty feet from the 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 any wise interfere with navigation. No boats, boat trailers or trailers of any description shall be stored or placed on any lot in the subdivision.

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

10. No seawalls shall be erected or constructed by any grantee, applicant, purchaser or optionee except with the expressed 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 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 bottle 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 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, waterways and necessary easements abutting the lots in TOWN & RIVER, UNIT 6, to public use without consent of the Grantee.

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 purposes incident to the development of the property, without the consent of the Grantee.

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

17. Grantee shall place a suitably appropriate lamp post in the front area of each lot.

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 bounds 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 lands 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, waterways and necessary easements abutting the lots in TOWN & RIVER ESTATES, UNIT 6, 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 in the event that the Grantee herein shall fail or refuse to keep 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 restriction, 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 of violation occurring prior or subsequent thereto.

21. The Grantor or Association reserves the right to itself, its agent, employees or a 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 proceeding, shall give the Grantor or Association or individual lot owner of said subdivision, in addition to all the remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants, and to prevent the violation or breach of any of them. In addition to the foregoing, the Grantor or Association or individual lot owner shall have the right whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

23. The Grantor or its successor reserves the right to hereafter, from time to time: amend, modify, add, delete, or grant exemptions 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 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 shall be deemed for the benefit of all the lands in the subdivision, and it shall be automatically extended for successive periods of ten (20) 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 purchase price of the above described lands and that there are covenants running with the land and shall be binding upon the Grantee and all subsequent owners.

IN WITNESS WHEREOF, the aid party of the first part has hereunto set its hand and seal this 22nd day of September 1970.