

This instrument prepared by: James C. Johnston, Esquire
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DEED OF RESTRICTIONS OF ALDEN PINES SUBDIVISION

THE FIRST ADDITION TO ALDEN PINES SUBDIVISION

The undersigned, ALDEN PINES, LTD., a Florida Limited Partnership ("DEVELOPER"), being the owner of those of the Lots set forth in Schedule "A" included in ALDEN PINES SUBDIVISION ("ALDEN PINES"), a subdivision of real property located in Lee County, Florida, as the plat thereof is now recorded in Plat Book 32, Page 36, of the Public Records of Lee County, Florida, and all of the Lots included in THE FIRST ADDITION TO ALDEN PINES SUBDIVISION ("FIRST ADDITION"), a subdivision of real property located in Lee County, Florida as the plat thereof is now recorded in Plat Book 33, Pages 119126, of the Public Records of Lee County, Florida, hereby makes the following declarations as to limitations, restrictions and uses to which such lots and/or tracts so owned by the Developer may be put, hereby specifying that the declarations herein contained constitute covenants which shall run with the land as provided by law, and shall be binding upon the Developer and all persons claiming by, through and under the Developer for the benefit of and limitations upon all future owners of such lots and/or tracts, for the purpose of keeping the subdivisions desirable, uniform and suitable in architectural design and use as hereinafter specified. The provisions hereof shall apply to and restrict the use of all of the lots included in the First Addition and those of Lots included in Alden Pines which are presently owned by the Developer. The provisions hereof shall not apply to nor restrict the use of any of those lots included in Alden Pines which are not presently owned by the Developer, notwithstanding any provision herein contained to the contrary. Any person, firm or corporation that may, from time to time, be the owner of any lot included in Alden Pines which is not presently owned by the Developer, may cause such Lot to be made subject to these restrictions in all respects as though such owner were a party to this deed of restrictions by executing and recording a declaration thereof, the form and content of which shall be approved by the Developer. Subject to the foregoing, as used herein the term "SUBDIVISION" shall include both Alden Pines and The First Addition.

1. LAND USE

No lot shall be used for any purpose other than the erection, use and occupancy of one undetached single family dwelling house not to exceed thirty-six (36) feet in height above natural ground elevation and containing a garage for not less than two vehicles.

2. ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Developers in writing, as to quality of workmanship and materials, harmony of exterior design with existing structures, and, as to location with respect to topography and finished grade elevation.

2. a. PROHIBITION AGAINST MOBILE HOMES

No mobile homes or house trailers shall be placed in, on or about any lot. It is the intention that each dwelling unit be, or have the appearance of being a conventional home, of current or modern architectural design, and constructed of current or modern natural and man-made materials. Accordingly, this prohibition shall not be construed as precluding the use of pre-fabricated materials, metals or components in a dwelling house as long as the appearance of the dwelling house is that of a conventional dwelling house.

b. FENCES, WALLS, ETC.

No fence, wall or other similar type barrier shall be erected, placed or altered on any lot nearer to any street than the dwelling house on that lot, nor be any taller than four and one-half (4-1/2) feet above the grade elevation. This shall not, however, preclude the use of a screen enclosure attached to the rear of the dwelling house which is used to enclose either a swimming pool or patio, or a combination thereof.

3. DWELLING HOUSE COST, QUALITY AND SIZE

No dwelling house shall be erected, placed or constructed on any lot which costs less than FORTY-FIVE THOUSAND (\$45,000.00) dollars, excluding swimming pool, based upon cost levels prevailing on the first (1st) day of January, 1980, it being the intention and purpose of the covenant to assure that all dwelling houses shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on that date for that cost, and, no dwelling house shall be erected, placed or constructed on any lot which does not contain, on the main living level, a minimum number of square feet of living area (excluding garage areas and porches), determined by reference to the following table:

	<u>LOTS</u>	<u>MINIMUM SQ.FT.</u>
1	through 27	1,000
28	through 49	1,200
50	through 82	1,200
83	through 157	1,200
158	through 218	1,500

4. BUILDING LOCATION

No dwelling house shall be located on any lot nearer to any lot line than the lot line set-back for that lot line.

a. SIDE LOT LINE SET-BACK

The side lot line set-back for each lot shall be ten (10) feet.

b. FRONT LOT LINE SETBACK

The front lot line set-back for each lot shall be twenty-five (25) feet.

c. REAR LOT LINE SET-BACK

The rear lot line set-back for each lot shall be twenty (20) feet.

d. CORNER LOTS

In the case of any lot having two or more lot lines which are adjacent to different streets, the lot line set-back for each lot line which is adjacent to a street shall be twenty-five (25) feet, notwithstanding the foregoing.

e. GOLF COURSE LOTS

In the case of any lot which has one or more lot lines adjacent to the Golf Course, the lot line set-back for any such lot line shall be the sum of the golf course easement and the lot line set-back determined in accordance with the foregoing.

5. EASEMENTS

The use and occupancy of any lot shall be subject to easements shown on the recorded plat of the subdivision and to the following described easements:

a. UTILITIES

An easement for the installation and maintenance of utilities (including, without limitation, water, sewer, telephone, electric power, etc.) and facilities is reserved over, across and under the portion of each lot which is within six (6) feet of any lot line.

b. GOLF COURSE EASEMENTS

An easement for golf course play, use, construction, alteration and maintenance is reserved over, across and under the rear and/or side portions of each of lots 50 through 120, inclusive, lots 123 through 133, inclusive, lots 135 through 184, inclusive, lot 190 and lots 192 through 221, inclusive, as more particularly as shown on the recorded plat of the Subdivision. No fence, wall patio, swimming pool or similar structure, and no tree, plant or shrub shall be erected, planted, maintained or used within such easement by the owner

of any such lot which in any way inhibits, restricts or interferes with golf play or the use, construction, alteration and maintenance of the golf course and the easement area.

6. NUISANCE

No noxious or offensive activity shall be carried on upon any lot, and, the owner of any lot shall neither cause, nor permit anything to be done or carried on thereon which may be or may become a nuisance or annoyance to any neighbor.

7. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be erected, used, or permitted on any lot any time, whether temporary or permanent in nature, except as provided in paragraph number 10 hereof.

8. SIGNS

No sign of any kind shall be displayed to the public view on any lot except for the following:

- a. Signs identifying the street address of the lot which are not more than one-foot square;
- b. Signs identifying by name only the owner or occupant of the dwelling house erected thereon;
- c. Signs identifying the lot for sale or rent of not more than two feet square;
- d. Signs utilized by the builder of the dwelling house during the period of construction thereof advertising the name of the contractor of not more than five feet square.

9. STORAGE TANKS

No fuel oil or other above ground outside storage tanks shall be erected, maintained or utilized on any lot.

10. BOATS, TRAILERS, TRUCKS, ETC.

No boats, trailers, trucks, vans, motor homes or similar things shall be permitted on any lot or on the street or roadway of any lot other than in an enclosed garage for a period of more than twelve (12) hours, except that during the period of construction of the dwelling house; provided, however, that the foregoing exception shall not be construed as permitting the use of any such trailer, truck or van by the contractor as a dwelling place either for the contractor or any other person during the period of construction.

11. CLOTHES LINES

No clothes lines shall be erected, maintained or used on any lot which is visible from any point or any lot line on that lot, except that collapsible clothes lines may be erected, maintained or used, if they are taken down and removed when not in use and the use thereof is only during such time or times as may be reasonably necessary under the circumstances.

12. COMPLETION OF CONSTRUCTION

Each dwelling house shall be completed as soon as may be practicable after the commencement thereof as is practicable, but, in no event, later than two hundred seventy (270) days after the commencement thereof.

13. MAINTENANCE OF LOTS

The owner of any lot shall cause that lot to be maintained in a reasonable manner, consistent with the aesthetics and residential nature of the subdivision.

a. DEBRIS

The owner of any lot shall cause all debris, rubbish, junk, garbage and waste be removed promptly from such lot whether the same was caused or permitted by the owner, or otherwise.

b. VACANT LOTS

If the natural vegetation is removed from the lot upon which a dwelling house has not been

constructed, the owner shall cause the grasses and other vegetation thereon to be maintained at a height of not more than twelve (12) inches above ground level. The foregoing shall not, however, require the removal of trees (not including Cuban Pepper Trees), which are living, whether planted or cultivated by the owner or otherwise, or the removal of plants and other shrubs planted or cultivated by the owner in anticipation of the construction of a dwelling house on the lot.

c. DWELLING HOUSE

The owner of any lot upon which a dwelling house has been constructed shall cause the yard, grass, trees, shrubs and other plants growing thereon to be maintained in a reasonable manner, and cause the yard and grasses to be cut and maintained to a height of not more than six (6) inches above ground level.

14. COMBINATION & SUBDIVISION OF LOTS

Two or more lots may be combined into a single building site or lot, and one or more lots may be combined with a divided portion of a lot, to form a single building site ("COMBINATION LOT"), and, a lot or combination lot may be subdivided, as more particularly as provided in this paragraph and not otherwise.

COMBINATIONS OF WHOLE LOTS

Two or more contiguous lots may be combined into a single building site ("COMBINATION LOT") if each of the lots included in the Combination Lot have a side lot line which is also a side lot line of at least one other lot in the combination.

b. COMBINATIONS WITH FRACTIONAL COSTS

A lot (or Combination Lot) and a contiguous divided portion of a contiguous lot having a common side lot line may be combined into a single building site ("Combination Lot"), if the remainder of the subdivided lot is, in like manner, combined with another lot (or Combination Lot) into a single building site ("Combination Lot").

c. SUBDIVISION OF LOTS

A lot may be subdivided into two separate portions, which need not be equal, if each of the two separate portions are included in separate Combination Lots. A Combination Lot may be subdivided into its original component lots and portions of lots. In no event, however, may a dwelling house be constructed upon a subdivided lot, unless such subdivided lot is part of a Combination Lot.

d. APPLICATION OF PROVISIONS TO COMBINATION LOTS

As used in this Deed of Restrictions, the term "lot" shall include a Combination Lot, except as the context in which the term is used may require otherwise.

(1) SIZE OF DWELLING HOUSE

For the purpose of paragraph numbered three (3), the size of a dwelling house constructed upon a Combination Lot shall be determined as provided therein in all respects as though the Combination Lot were a single lot. For example, if lots 26 & 27 were combined into a Combination Lot, or lot 26 and the northerly one-half of Lot 27 were combined into a Combination Lot, the minimum area of the main living level, as determined in paragraph numbered three (3), would be one thousand (1,000) square feet. If a Combination Lot includes lots, or portions of lots, which have different square footage requirements by reason of paragraph numbered three (3), the square footage requirements for the dwelling house built upon such lot shall be that of the lot, or portions of the lot, having the larger square footage requirements.

(2) SIDE LOT LINES

For the purpose of paragraphs numbered four (4) and five (5), the side lot lines of a Combination Lot shall be the outside side lot lines of the outside lots included in the Combination Lot, and if the fractional portion of a subdivided lot is the outside lot in a Combination Lot, the side

lot line of the Combination Lot which is included within the subdivided lot shall be the imaginary line which subdivides the subdivided lot.

(3) UTILITY EASEMENTS

Utility easements described in paragraph numbered 5(a) hereof which exists along side lot lines of lots included in a Combination Lot which are not the side lot lines of the Combination Lot, shall be extinguished, until such time as such Combination Lot shall be subdivided as herein provided and such side lot becomes a side lot line of a subdivided lot. Such easement shall exist along the side lot line of any Combination Lot which is the imaginary line which subdivides a lot which is included within such Combination Lot. The consolidation of lots into a Combination Lot shall not, however, alter in any way easements shown on the recorded plat or described in paragraph 5(b) hereof.

15. SEVERABILITY

If any provision of these restrictions, or any part thereof, shall be declared to be invalid in any court of competent jurisdiction, such invalidity shall not affect the enforcement of those provisions held valid and those provisions held invalid, to the extent valid.

16. TERM OF RESTRICTIONS

The restrictions contained herein shall run with the land and shall be binding upon all parties claiming by, through and under the developers, for a period of twenty (20) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years unless and until an instrument to the contrary shall be executed by the owners of a majority of the lots contained in the subdivision and recorded among public records of Lee County, Florida, agreeing to change the same in whole or in part.

IN WITNESS HEREOF, we have hereunto set our hands and seals on the 19th day of August, 1980.

[The original document is signed by William Maddox and Tom Carpenter, General Partners of Alden Pines Limited, witnessed by two individuals and certified and sealed by Notary Public Nancy Lutz on the date shown above in Lee County, Florida. The document file number is 1351527. The individual pages are shown in Book 1458 pgs 2043 through 2048]