

# UNIT 11, PHASE 1

This printout is a **“TRUE COPY”** of the full applicable text of the Declaration of Restrictions for Whiskey Creek Club Estates, Unit 11, PHASE 1. Should you so desire, you may obtain a complete copy of the original signed and notarized version from the Recording Office of the County Clerk, 2115 2nd Street, Fort Myers, FL.

The complete copy of the Restrictions is recorded in OFF. REC. **1451 PG 178 - 180.**

## **DECLARATION OF RESTRICTIONS**

### **WHISKEY CREEK CLUB ESTATES, UNIT 11, PHASE 1**

KNOW ALL MEN BY THESE PRESENTS, that U.S. Home Corporation ("Developer") being the owner in fee simple of all of Whiskey Creek Club Estates, Unit 11, Phase 1 (the "Subdivision") according to the map or plat thereof as recorded in Plat Book **33**, Pages **106-107**, of the Public Records of Lee County (the "Plat"), does hereby declare that the Subdivision and all lots therein are subject to the restrictions as described below (the "Restrictions") which shall be deemed to be covenants running with the land and binding upon the undersigned, its legal representatives, successors and assigns.

1. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any lot as shown in the Subdivision, except that more than one lot may be used for one dwelling, in which event, all Restrictions shall apply to such lots as if they were a single lot.

2. All structures as defined in the Lee County Zoning Regulations in effect as of the date of recording these Restrictions ("Structures") including, without limitation, tennis courts and swimming pools, must be constructed in the Subdivision in compliance with these Restrictions.

3. No dwelling shall have a ground floor square foot area of less than twelve hundred (1200) square feet for single story dwellings and ten hundred (1000) square feet for dwellings over one story, exclusive of accessory building, breezeways, screened areas, open porches, terraces, patios and garages. All dwellings shall have at least one inside bath. All dwellings shall have at least a one-car garage attached to and made a part of the dwelling. No dwelling shall exceed two and one-half (2 1/2) stories nor twenty-five (25) feet in height. All dwellings shall be constructed with concrete or asphalt driveways and solid sodded front, side and rear lawns. Gravel may not be substituted for sodded lawn. Each dwelling shall have a shrubbery planting in front of the dwelling. Each lot shall be sodded according to the Restrictions not later than 30 days following completion of construction.

4. All structures shall be erected according to all applicable setback regulations in the Lee County Zoning Regulations in effect as of the date of recording these Restrictions.

5. No wall, hedge, fence or other structure of any kind shall be constructed, grown or maintained, except as follows: (a) Between street and Front Setback Lines: None. (b) Between street and Side Setback Lines: None. (c) Along the Side Lot Line between the Front Setback Line and the Rear Lot Line: Not over four (4) feet high. (d) along the Rear Lot Line: Not over four (4) feet high. (e) When surrounding the immediate perimeter of a terrace or patio area, and when attached to, or adjoining the dwelling: Not over eight (8) feet high within the Front, Side and Rear Setback Lines. All fences shall be made of cypress or of chain link construction. This Restriction does not apply to completely enclosed screened areas attached to the dwelling. ("Front Setback Line", "Side Setback Line", "Rear Setback Line", "Side lot Line", and "Rear Lot Line" are as defined or used in the Lee County Zoning Regulations in effect as of the date of recording these Restrictions.)

6. A post lantern shall be constructed, maintained, and operated for night illumination on or adjacent to the driveway on each lot within 25 feet of the street curb.

7. Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on the Plat are reserved by the Developer who shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity.

8. No tent, shack, garage, barn or other outbuildings shall, at any time, be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any recreation vehicle be used as a residence or for any other purpose on any of the lots in the Subdivision. No structure of any kind shall be moved into any part of the Subdivision except temporary buildings used by contractors in connection with construction work, it being the intent of these Restrictions that all Structures on any lot be constructed thereon.

9. No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that real estate brokers, owners and their agents may show dwellings in the Subdivision for sale, or lease; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Every person, firm or corporation purchasing a lot in the Subdivision recognizes that Developer, his agents or assigns, has the right to conduct construction and sales activities in the Subdivision until all of the lots in the Subdivision have been sold.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs and other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes and provided further that no person owning or in custody of a dog shall allow the dog to stray or to go upon another lot without the consent of the owner of such lot.

11. No vehicle shall be parked on any part of this property except on paved streets and paved driveways. No trailers, trucks, or commercial vehicles, other than those present on business may be parked in the Subdivision. Boats, boat trailers and other recreational vehicles shall be parked inside garages and concealed from public view.

12. No lot shall be used for the storage of rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view.

13. No exterior radio, TV or electronic antennas shall be allowed provided that lightning rods shall not be prohibited hereby. All such antennas shall be installed so as to be completely concealed from the public view, such as in attics or garages. No clothing or household fabrics shall be hung in the open on any lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use.

14. All owners of lots on which no dwelling has been erected shall, as a minimum, have the grass regularly cut and all trash and debris removed.

15. No advertising signs shall be displayed with the exception of "For Sale" signs not exceeding 36" x 36". This Restriction shall not be effective until two years from the date of recording the Restrictions.

16. These Restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the Subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds and conveyances until January 1, 2020. For a period of one (1) year from their date of execution, the restrictions may be amended or modified by the developer. Thereafter, the restrictions may be amended or modified only by 75% of the lot owners. For the purpose of the foregoing sentence, ownership of more than one (1) lot by any person shall be construed as ownership of a single lot. No amendment of the Restrictions may require a lot owner to remove any Structures or fence constructed in compliance with the Restrictions existing on (i) the date of which the construction of such Structures or fence commenced; or (ii) the date on which such owner took title to his lot if the construction of such Structures or fence commenced within 90 days of his taking title. Any such amendment shall not become effective until the instrument evidencing such amendment has been filed of record. Every purchaser or subsequent grantee of any interest in the Subdivision by acceptance of a deed or other conveyance therefore, thereby agrees that the Restrictions may be amended as provided herein.

17. If any person, firm or corporation, or their heirs or assigns, shall violate or attempt to violate any of these Restrictions, it shall be lawful for any other person or persons owning any lot in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restriction whether such proceeding is to prevent such persons from so doing or to recover damages or other dues for such violation.

18. Invalidation of any one of the provisions contained in the Restrictions by judgment or court order shall not affect any of the other provisions of the Restrictions, which shall remain in full force and effect.

This page of printout is a **“TRUE COPY”** of the applicable text of the Amendment to Declaration of Restrictions for Whiskey Creek Club Estates, Unit 11, Phase 1. Should you so desire, you may obtain a complete copy of the original signed and notarized version from the Recording Office of the County Clerk, 2115 2nd Street, Fort Myers, FL.

The complete copy of this Amendment to Declaration of Restrictions is recorded at OFF. REC. **1652 PG 721**.

AMENDMENT TO DECLARATION OF RESTRICTIONS  
WHISKEY CREEK CLUB ESTATES  
UNIT 11, PHASE I

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KNOW ALL MEN BY THESE PRESENTS:

Whereas, the Declaration of Restrictions of that certain subdivision known as WHISKEY CREEK CLUB ESTATES, UNIT 11, PHASE I, (Plat Book 33, pages 106-107), is recorded in Official Record Book 1451, at page 178, of the Public Records of Lee County, Florida; and

WHEREAS, paragraph 5 thereof purports to limit the height of fences and hedges along certain portions of the boundaries of the lots in said subdivision to not over four (4) feet: and

WHEREAS, the undersigned lot owners of said subdivision desire to join together for the purpose of amending said paragraph 5 of said Declaration of Restrictions to permit the maximum height of certain fences and hedges to be five (5) feet rather than four (4) feet; now, therefore,

IN CONSIDERATION of the benefits which will accrue to the property owners of said subdivision by virtue of this amendment, receipt of which is hereby acknowledged, it is agreed as follows:

1. Wherever the words “not over four (4) feet high” appear in paragraph 5 of the Declaration of Restrictions referred to above there is hereby substituted the words “ not over five (5) feet high”.
2. All other provisions of said Declaration of Restrictions not hereby amended remain in full force and effect.
3. This document shall be binding upon the successors in title of the undersigned.

EXECUTED THIS 15TH DAY OF July, 1982 by owners of Lot(s) 64 Block HH.