

REVIVED  
DECLARATION OF RESTRICTIONS  
FOR  
WHISKEY CREEK CLUB ESTATES, UNIT 2

Plat Book 30 Pages 32-33, Public Records of Lee County, Florida.

WHEREAS, U.S. Home of Florida, Inc., the original Developer, did prior hereto on July 16, 1976, record a Declaration of Restrictions for Whiskey Creek Club Estates, Unit 2, at Official Records Book 1149, at Page 1225, *et seq.*, and such Declaration was amended at Official Records Book 1782, Page 271, *et seq.*, and Official Records Book 1787, Page 728, *et seq.*, all of the Public Records of Lee County, Florida (the "Previous Declaration"), and those covenants and restrictions expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act; and

WHEREAS, the organizing committee for Whiskey Creek Club Estates, Unit 2, consisting of:

James W. Buckley, 5427 Brandy Circle West, Fort Myers, FL 33919

Ronald M. Frazer, 5419 Brandy Circle West, Fort Myers, FL 33919

Abby E. Myer, 5403 Brandy Circle West, Fort Myers, FL 33919

Christopher R. Myer, 5403 Brandy Circle West, Fort Myers, FL 33919

Howard Parker, 5404 Brandy Circle West, Fort Myers, FL 33919

has submitted this Declaration of Restrictions for Whiskey Creek Club Estates, Unit 2 (the "Revived Declaration") for revival to the parcel owners affected by the Previous Declaration for approval pursuant to Section 712.12, Florida Statutes, and Sections 720.403 to 720.407, Florida Statutes; and

WHEREAS, this Revived Declaration governs only the parcels which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration. The Revived Declaration contains covenants that are less restrictive than the Previous Declaration, omits restrictions contained in the Previous Declaration, and has an effective term of longer duration than the Previous Declaration, all as permitted by Section 720.404(3), Florida Statutes.

NOW, THEREFORE, the Revived Declaration hereinafter set out shall be applicable to all lots in Whiskey Creek Club Estates, Unit 2, as shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof being those lots shown on the plat of Whiskey Creek Club Estates, Unit 2, as recorded in Plat Book 30, Pages 32-33, Public Records of Lee County, Florida, and shall run with the land and shall be binding upon all parties and persons claiming under them.

**DECLARATION OF RESTRICTIONS**

**WHISKEY CREEK CLUB ESTATES, UNIT 2**

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, 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 the overall height of 32 feet as measured from the top of the finished floor to the highest point of the roof. All dwellings shall be constructed with concrete, concrete or brick pavers, or asphalt driveways and solid sodded front, side and rear lawns. Gravel may not be substituted for sodded lawns. 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, fence or other structure of any kind shall be constructed 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 six feet high. (d) Along the Rear Lot Line: Not over six 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 feet high within the Front, Side and Rear Setback Lines. This Restriction does not apply to completely enclosed screened area 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, except that front sidewall lighting may be constructed, maintained and operated for night illumination in lieu of a post lantern.

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. The provisions of this paragraph shall except a single utility shed as set forth in paragraph 9.

9. A single utility shed per lot is permissible as follows: a) must meet Lee County's minimum requirements; b) maximum footprint cannot exceed eighty (80) square feet; c) total height including the roof cannot exceed nine (9) feet; d) exterior colors of walls, trim and roof must match the exterior color palette of the dwelling on the lot as closely as possible; e) must be no closer to the street than the dwelling on the lot; and f) cannot be used to store any kind of animal.

10. Nothing shall be done on any lot which may become an annoyance or nuisance to the neighborhood. Every person, firm or corporation purchasing a lot in the Subdivision recognizes that the 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.

11. 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.

12. Except as otherwise provided in this paragraph, no vehicle shall be parked on any part of this property except on paved streets and paved driveways, and no trailers, trucks, other than those having a manufacturer's Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less, 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 of garages and concealed from public view. However, the restrictions of this paragraph shall not prohibit the following: a) the parking or storing of boats, boat trailers, and utility or box trailers, which are used solely for non-commercial purposes, in side or rear yards, but only if they are substantially concealed from public view by a wall, hedge, solid fence or other structure; and b) the parking of boats, boat trailers, and other recreational vehicles on paved driveways not exceeding twelve (12) times a calendar year and not exceeding a period of seventy-two (72) hours each time.

13. 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; except sanitary containers may be stored near either side of a structure, but not on the front thereof, without being concealed from public view, when not at the curb for pickup.

14. No exterior radio, TV or electronic antennas shall be allowed provided that lightning rods shall not be prohibited hereby, and further provided that TV satellite dishes, which are attached to the exterior of a dwelling, shall not be prohibited hereby. Excepting such satellite dishes, 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.

15. 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.

16. Owners of lots in the Subdivision including, without limitation, lots 25 to 35, inclusive, shall not operate boats with motors in the lake which is adjacent to the Subdivision (the "Lake") nor allow their lots to be used to provide access to the Lake for boats with motors, except that electric trolling motor shall be permitted.

17. 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 for a period of twenty (20) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless the owners of a majority of the lots execute and record in the Public Records of Lee County, Florida, an instrument specifically rejecting subsequent renewal. The Restrictions may not be amended except by unanimous consent of record owners of lots in the Subdivision until twenty (20) of the lots in the subdivision have been sold by the Developer after which time sixty percent (60%) of the record owners of lots in the Subdivision may at any time by written agreement amend any or all of the Restrictions, provided that notwithstanding anything to the contrary herein, sixty percent (60%) of the record owners of lots in the Subdivision may at any time amend the Restrictions where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration or any other governmental agencies exercising jurisdiction over the Subdivision. 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 on 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.

18. 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.

19. 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.

20. Notwithstanding anything to the contrary herein, no structure, including shed or fence, which has received a proper building permit from Lee County, and which is existing on the effective date of the Revived Declaration shall be deemed to be in violation hereof.

IN WITNESS WHEREOF, the Organizing Committee of Whiskey Creek Club Estates, Unit 2, has caused this instrument to be executed this 24<sup>th</sup> day of November, 2019 and certifies that the requisite number of affected parcel owners have, by written consent, approved this Revived Declaration pursuant to Section 712.12, Florida Statutes, and 720.403, et seq., Florida Statutes.