

Handout 11/4/2020

This Instrument was prepared by:  
Walter O. Sheppard  
of  
Sheppard & Johnson  
1421 Lee Boulevard  
Lehigh Acres, Florida

18.00

OFF REC 1033 PG 1652

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that LEHIGH ACRES DEVELOPMENT, INC., a corporation duly organized under the laws of the State of Florida, the owner of the fee simple title of all the following described property:

WILLOW LAKE ESTATES in Section 4, Township 45 South, Range 27 East, Lehigh Acres, Florida, recorded in Plat Book 28, pages 77-79, Public Records of Lee County, Florida.

Anything contained in Paragraph # 1, # 8, and # 9 of this Declaration to the contrary, the properties described on Exhibit "A" annexed hereto and made a part hereof and labeled "RU-2" and "RU-3" shall be governed by the rules and regulations adopted by the Lee County Zoning Board covering such zoning classifications.

The aforesaid corporation does hereby by these presents make, declare and impose upon the above described land the following conditions, restrictions, limitations and easements which shall be and consitutes covenants running with the land, and shall be binding upon the undersigned, its successors and assigns, as well as upon persons claiming under it and each and all subsequent purchasers, their heirs, personal representatives, successor and assigns of said property or any part, parcel or portion thereof, to wit:

1. The use of said property is restricted to single family residential purposes. No building shall be erected, altered, placed or permitted to remain on said property other than family dwellings and necessary and suitable accessory buildings for residential purposes. No garage or accessory building may be used as living quarters except for domestic employees. No such accessory building shall be used or occupied as living quarters until the main residential building shall have been completed and is ready for occupancy. All garage and accessory buildings shall be built on the rear half of the plot or attached to and made part of the main residential buildings.

2. No noxious or offensive activity shall be carried on upon said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. No building of a temporary character, trailer, basement, tent, shack, garage barn or other outbuilding shall be used on said property at any time as a residence, either temporary or permanent.

4. No lot shall be used as a junkyard or auto graveyard.

5. No sign of any kind shall be displayed to the public view on any of said property without the written approval of the Architectural Control Committee hereinafter mentioned. In the event signs are used for advertising a house for sale or rent, said sign shall not exceed one and one-third (1-1/3) square feet in area and shall not exceed two (2) feet in any dimension. Only one (1) such sign per lot shall be allowed.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property except that dogs, cats or other household pets may be kept, provided that they are not kept or maintained for any commercial purpose.

7. Unless otherwise stipulated, no main dwelling shall be erected nearer than twenty-five (25) feet of the front lot line or twenty (20) feet of the rear lot line, and eight (8) feet, or ten (10%) percent of the lot frontage, whichever is less, of the side line of any building plot or nearer than twenty (20) feet of a side street. On a lot which has any two (2) adjacent sides which form an interior angle that varies more than six (6) degrees from the perpendicular, no main building shall be erected nearer than twenty-five (25) feet of the front lot line or twenty (20) feet of the rear lot line, and eight (8) feet, or ten (10%) percent of the length of a line drawn parallel to the front lot line through that part of the building nearest the front lot line, whichever is less, of the side line of any building plot, or nearer than twenty (20) feet of a side street, except that on the aforesaid lot the side setback requirements may be diminished by ten (10%) percent. No other building shall be erected nearer than twenty-five (25) feet of the front property line nor nearer than seven (7) feet of any other property lot line.

8. No residence shall be erected on a building plot containing less than 7500 square feet.

9. All residences shall contain a minimum of 800 square feet within the living area not including carports, screened porches, garages and like areas not within the main perimeter of the dwelling.

10. No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plat of the subdivision. For this purpose no fence, wall, sign, hedge or shrub planting shall be maintained at a height exceeding four (4) feet. No fence or wall shall be constructed within the front building setback lines of any lot without the approval of the Architectural Control Committee.

11. Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities such as gas, water, telegraph, electricity, sewers, storm drains, public, quasi-public and private, as well as for any public, quasi-public, or private utility or function deemed necessary and expedient by, for and to Lehigh Acres Development, Inc., for the public health and welfare. Such easements and

rights-of-way shall be confined to the rear 6 feet of every building plot and 6 feet along the side of every building plot and along every street of the subdivision. Sidewalks, if built, shall be in the street right-of-way.

12. The use of wells for water and septic tanks is permitted, subject to the limitation set forth in paragraph 13 hereof.

13. Lehigh Acres Development, Inc. specifically reserves the exclusive right and privilege to construct, maintain and operate in, under, upon, over and across each building plot for water and sewer services or service, the construction, operation and maintenance of water supply, sewer treatment facilities, (including transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, connections and all other physical facilities and property installations that are required for the construction, extension, operation and maintenance of a water supply and sewer system) and for the purpose of supplying water service and all service or services incidental or necessary with respect thereto; including necessary rights of ingress and egress through each residential plot. Lehigh Acres Development, Inc. reserves for itself, its successors and assigns, the sale and exclusive right and privilege to provide, supply and furnish water system service and sewer service to each residential plot and to all buildings and residences constructed thereon and to all occupants thereof. Whenever any water or sewer company of any municipality or governmental agency operating under a franchise or other grant given by Lehigh Acres Development, Inc. furnishes water and gives sewer service to said property, then all subsequent and future owners or purchasers of said property shall pay to such water or sewer company or municipality or governmental agency for all water service and sewer service required for and in connection with said property and all buildings, residences and other improvements located and constructed thereon and for so long as such company or successor furnishes such services, or either of them, to said property or subdivision. It is the purpose and intent of this provision that any future or subsequent owners or purchasers of said property or any part or parcels thereof, agrees, by the acceptance of any deed of conveyance with respect thereto that such owners shall not construct, dig, build or otherwise make available a water well or wells on said property, or utilize water from any well or source of water located elsewhere or made available from other property or sources, except water used solely and exclusively for the purposes of irrigation, swimming pools and air conditioning on the property covered by such deed of conveyance, and shall not construct, dig, build or otherwise make available a septic tank or other means of sewerage collection or disposal on said property, or utilize sewerage collection or disposal facilities located elsewhere or made available from other property or sources. From and after the time when such water or sewerage company is able to render such service to said property, the use of existing wells (other than for irrigation, swimming pools and air conditioning purposes) and the use of septic tanks shall be prohibited. The restrictions against the

use of individual wells and individual septic tanks will not be enforceable unless the utility systems are operated in accordance with the terms of the franchise and to the satisfaction of the State Board of Health.

The laws of the State of Florida & County of Lee, as well as the rules and regulations of their administrative agencies and officials now or hereafter in effect with regard to sewerage disposal, water supply and sanitation are hereby incorporated herein and made a part hereof, and any State or County official having the administrative duty to inspect the property of the subdivision shall have the license to enter upon the property of the subdivision from time to time to make such inspection.

14. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No building shall be erected prior to the approval of the floor slab elevation. Approval shall be as hereinafter provided:

(a) The Architectural Control Committee shall be composed of three members, being John E. Morgan, 201 East Joel Boulevard, Lehigh Acres, Florida; Edward Shapiro, 201 East Joel Boulevard, Lehigh Acres, Florida; and Harry C. Powell, 201 East Joel Boulevard, Lehigh Acres, Florida. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(b) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(c) Flat roof design shall be prohibited except when approved by the Architectural Control Committee.

15. In the event of the violation or breach of any of these restrictions by any person or concern claiming by, through or under the subdivider, or by virtue of any judicial proceeding, the subdivider or lot owner, or any of them, generally or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms thereto or to prevent the violation or breach of any of them, and in

addition to the foregoing right, whenever there shall have been built on any lot of the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove same at the expense of the owner, and such entry and abatement or removal shall not be deemed as trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in the Declaration of Restrictions however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or effect its enforcement.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

17. Invalidation of any one of these covenants by judgment or Court order shall in no wise effect any of the other provisions herein contained which shall retain in full force and effect.

18. The owner of any land covered by this Declaration of Restriction must secure appropriate permits from the County of Lee or the East County Water Control District or other applicable public body having jurisdiction over road and/or drainage easements or rights-of-way to build any structure of any sort whatsoever within the publicly owned easement or right-of-way.

19. Lehigh Acres Development, Inc. reserves the right to amend this Declaration of Restrictions at any time as long as it is the owner of more than fifty per cent (50%) of the real property described herein.

IN WITNESS WHEREOF the said Lehigh Acres Development, Inc., a Florida Corporation, has hereunto caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Assistant secretary this 11th day of April, 1974.

Signed, sealed and delivered in the presence of:

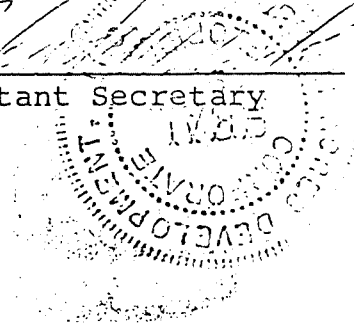
LEHIGH ACRES DEVELOPMENT, INC. a Florida Corporation

Keith C. Frank

BY: Edward E. [Signature]  
Vice President

Reed A. English

ATTEST: [Signature]  
Assistant Secretary

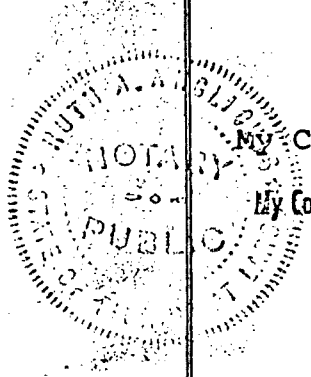


STATE OF FLORIDA )  
 ) SS  
COUNTY OF LEE )

I HEREBY CERTIFY that on this 11<sup>th</sup> day of April, A.D. 19 74, before me personally appeared EDWARD SHAPIRO and ROBERT W. BLACK, Vice President and Assistant Secretary respectively of the LEHIGH ACRES DEVELOPMENT, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affix thereto the official seal of said corporation, and that the said instrument is the act the deed of said corporation.

WITNESS my signature and official seal at Lehigh Acres in the County of Lee and State of Florida and on the day and year last aforesaid.

Reverend C. Lovelace  
Notary Public  
State of Florida at Large



My Commission Expires:  
My Commission Expires Feb. 19, 1975

EXHIBIT "A"

Zoning Classification - RU-2 and RU-3

WILLOW LAKES ESTATES, Section 4, Township 45 South,  
Range 27 East, Lehigh Acres, recorded in Plat Book 28, page 79:

<u>CLASSIFICATION</u>	<u>LOTS</u>	<u>BLOCK</u>
RU-2	1 thru 35, inclusive	E
RU-2	1 thru 8, inclusive	F
RU-2	1 thru 8, inclusive	G
RU-3	Tract "B"	ABCD (one block divided into 4 parts)

RECORDED IN OFFICIAL  
RECORDS  
LEE COUNTY, FLORIDA  
BOOK 28, PAGE 79  
8 33 AM '74

BY *[Signature]*  
CLERK OF CIRCUIT COURT  
DC