

3393125

# DECLARATION OF RESTRICTIONS

## GUMBO LIMBO SUBDIVISION

**KNOW ALL MEN BY THESE PRESENTS** that the Board of Directors of the Gumbo Limbo Property Owners Association (GLPOA) make the following declaration of restrictions covering the real property, hereinafter described, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon all present and future owners of real property deraigning title through Gulf Islands Development Company Inc. its successors and assigns.

The Gumbo Limbo Subdivision is described as follows:

The SE 1/4 of the SE 1/4; the North 1/2 of the SW 1/4 of the SE 1/4; and the SE 1/4 of the SW 1/4 of the SE 1/4; less road right-of-way in Section 24, Township 46 South, Range 22 East, Lee County, Florida.

The declaration of restrictions, filed by Gulf Islands Development Company Inc., a Florida Corporation, November 16, 1971 and recorded in O.R. Book 751, page 571; on April 19, 1972 recorded in O.R. Book 824, page 336 and by Walter J. Wright on Feb. 20, 1979, recorded in O.R. 1331, page 1355, are hereby amended to read as follows:

1. Property and improvements thereon that were in conformance with existing restrictions through the day before the approval of these amended declarations are entitled to continue, notwithstanding any non-compliance with these amended declarations.

2. Every person or entity who is a record owner of real property within the subdivision shall be a member of the Gumbo Limbo Property Owners Association and by ownership of real property and/or acceptance of a deed to any lot, shall be deemed to covenant and agree to pay to the Association annual dues and assessments. Any unpaid dues or assessments, together with interest and any cost of collection shall be a charge on the land and shall be a continuing lien upon the property.

The annual dues shall be set at the annual meeting. The purpose and amount of any assessment shall be set at the annual meeting or at a special meeting called, in accordance with the By-Laws, for that purpose. The required notice shall set forth the agenda, date, time and place of the meeting.

RECORD VERIFIED - EARLIE GRUBBS, CLERK  
BY: J. TURNER, P.C.

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There shall be one vote for each buildable lot, or each dwelling unit among all the members who shall reside therein.

3. No lot shall be used except for residential purposes and shall have erected thereon one single family dwelling, that shall be in compliance with the following:

- a. Each dwelling unit shall be limited, in height, to two stories of living area.
- b. Each dwelling unit shall meet the minimum first floor elevation prescribed by the Federal Flood insurance requirements in effect at the time of construction.
- c. Each dwelling shall have two side yards of at least ten (10) feet each, a rear yard setback of at least fifteen (15) feet, a front yard setback of at least fifty (50) feet, measured from the center line of the road.
- d. Each dwelling unit shall have at least two (2) outside entrances, each of which provides ingress and egress to ground level.
- e. The external design of each dwelling unit shall be in harmony with existing dwelling units in Gumbo Limbo.
- f. Each lot shall be developed and maintained to minimize drainage on to the roads and adjacent lots. Swales shall be provided adjacent to the roads and existing swales shall not be altered.

4. Except for a swimming pool and its cage, a tool storage shed, gardening structures, such as an orchid shade structure and play facilities for children, no structure other than a single family dwelling unit may be placed on a lot within the subdivision; and then only after the construction plans and specifications have been approved by the Architectural Committee, as set forth below.

5. Before commencing the construction of any structure, or addition, the owner shall submit the plans and specifications to the Architectural Committee of the Association for its approval. In the event the Committee fails to approve or disapprove the submission within 45 days after receipt, approval will not be required and the restrictions shall be deemed to have been complied with fully. The submission shall be mailed to the mailing address of the Association.

6. For each developable lot, all service lines, such as electricity, telephone, and cable, leading from the distribution lines, shall be installed underground.

7. A dwelling unit may not be rented for a period of less than one (1) month. No more than four (4) persons who are not related to each other by blood or marriage may occupy a dwelling unit. A dwelling unit shall not be inhabited, occupied or operated as a rooming house.

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Renters shall be furnished with a copy of these restrictions by the renting agent and renters shall be responsible for compliance with these restrictions.

8. Excluding pickup trucks, vans and "mini-vans" used as family vehicles, no trucks, oversized vehicles, mobile homes, inoperable vehicles, or utility vehicles shall be parked on any of the streets or on any lot within the subdivision, except for business deliveries to and from the lot. Mobile homes, boats, boat trailers and campers may be parked at any residence so long as such vehicles are garaged, parked under elevated houses screened from the roadway, or in rear yards screened from the roadway.

9. Each owner of property shall be responsible for the maintenance of all vegetation on the owner's lot and shall prevent intrusions of the vegetation into the roadways of the subdivision, or the vegetation becoming a hazard to traffic. If there is an alleged violation of this restriction, the property owner will be notified by the Association, in accordance with the procedure set forth in Restriction 18.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept for commercial purposes.

a. The following animals may be kept in a residence, as a household pet, so long as the animals do not constitute a nuisance to neighbors or the community and are permitted by Federal, State, or local regulations:

1. Dogs, cats, birds, or tropical fish.
2. Other common household animals.

b. It shall be the owner's responsibility to provide means to confine these permitted animals to the owner's property, to remove any animal feces, to prevent odors and to prevent any intrusion upon the property of others.

c. Each dog owned by a resident of the subdivision shall be kept on a leash and under the owner's control when taken off the owner's property. The dog owner shall be responsible for removing feces deposited by a dog on or off the owner's property.

11. Garbage, trash, or refuse containers, oil tanks and propane tanks shall be placed within a walled area or be landscaped to the extent that they are not visible from adjoining properties and roads. Where possible, oil and propane tanks shall be placed underground. Garbage, trash or refuse containers may be placed at the appropriate area in the front of the property, if there is no house service, no earlier than the night before the day of pickup and shall be removed as quickly as possible after pickup.

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12. The owner shall be responsible to remove refuse from each unimproved lot and the owner shall maintain such lot in reasonable condition. If there is an alleged violation of this restriction, the property owner will be notified by the Association, in accordance with Restriction 18.

13. No property owner shall permit exploration for oil, gas, minerals or water on the premises.

14. The following restriction shall apply to the lakes within the subdivision:

- a. No person may take water from the lake for individual or family use, except for protection in the case of an actual fire.
- b. Water levels in the lakes may be regulated by the Association acting through its Board of Directors to the extent necessary to control drainage or to prevent flooding in the subdivision.
- c. Abutting property owners shall not extend their property into the lake by extending the lake bank, in any manner.
- d. Abutting owners may erect a dock that extends into the lake, provided that:
  - 1) Plans for the proposed dock are approved by the Architectural Committee of the Association.
  - 2) The abutting owners receives a permit from the City of Sanibel.
  - 3) The proposed dock conforms to the provisions applicable to docks which apply to a body of water not having navigable access to State waters and such proof of compliance is supplied to the Architectural Committee, with the proposed plans.
- e. Except for materials used by the Association to keep the lakes in good condition, no person shall empty any material, except water, into the lakes.
- f. No person shall use any boat on a lake, except for a boat that is hand propelled, or is propelled by a low speed electric motor.

15. Household laundry may be dried outdoors, on a clothesline or clothes tree, provided it is located only between the dwelling unit and the rear lot line and not in the side yard. Preferably, the clothesline or tree should not be located where it is visible from any other property or road in the subdivision. No clothing, towels, or other items of clothing shall be put out to dry on any railing that is in the front or sides of the dwelling unit.

16. All improvements and the easement area of each lot shall be properly maintained by the owner, unless the improvement is owned or has been placed on the property by a governmental agency or a public utility, who then shall be responsible for all maintenance of these improvements.

Agents of the Association may enter any such easement upon any property, without it being a trespass, to improve drainage, road safety or to improve sight distance but only after notifying the property owner of the alleged violation of these restrictions in accordance with the procedure set forth in Restriction 18; unless it is an emergent condition that requires immediate action. In such an event, the property owner will be notified of the action taken immediately thereafter.

17. No more than one (1) rental or for sale sign shall be permitted and shall be no larger four (4) feet square. Except for one home security sign, no other sign is permitted.

18. These covenants shall run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date amended covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument, signed by a majority of the then owners of the lots, has been recorded, agreeing to change these covenants, in whole or in part.

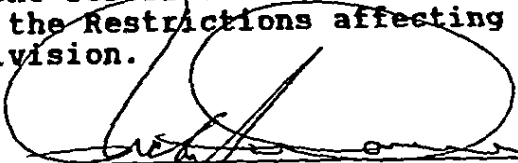
Enforcements of these Restrictions shall be by action against any person or persons violating or attempting to violate any of these restrictive covenants, either to restrain violations or to recover damages.

Any such enforcement actions undertaken by the Association, through its Board of Directors, shall not commence until after notice has been sent to the person or persons alleged to have violated these restrictions, setting forth the nature of the alleged violation and providing such persons the opportunity to be heard, in accordance with the provisions for such a hearing set forth in the Articles of Association (By-Laws) of the Association.

19. In lieu of an instrument containing the signatures of a majority of the then owners of property, a certification, made by the President of the Association and attested to by the Secretary of the Association setting forth that the Association has on file ballots, signed by a majority of the then property owners, may be substituted for the instrument containing these signatures and shall be sufficient evidence of the binding effect of these Restrictions.

20. Invalidation of any of these covenants by a judgment of a court of competent jurisdiction in no way shall affect the remaining provision of these Restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the President does hereby certify and the Secretary does attest that, at a meeting duly called for the purpose of considering amendment of the Restrictions affecting all of the property in the Gumbo Limbo Subdivision, a majority of the then property owners signed ballots agreeing to amend the restrictions and that these foregoing restrictions are the Restrictions affecting all of the lands with in the subdivision.

  
Richard H. Downes, President

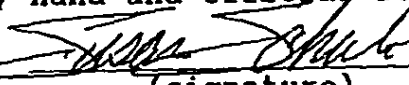
ATTEST:

  
Nina Orrell, Secretary

STATE OF FLORIDA  
COUNTY OF LEE

BEFORE ME personally appear Richard H. Downes who made know to me that he was the President and Nina Orrell she was the Secretary of Gumbo Limbo Property Owners Association at the time of the aforesaid meeting, who produced Florida drivers licenses as identification and who did not take an oath, to be the persons described in and executed the forgoing Declaration of Restrictions and acknowledged to me that they have the full right and authority to execute the forgoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21<sup>st</sup> day of MAY 1993.

  
SEAL (signature) Notary Public, Commission # 218616.

SUSAN SCHULTE (Name of Notary)



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CHARLE GREEN LEE CITY, FL  
93 MAY 25 AM 10:00