

10.05

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, GULF ISLANDS DEVELOPMENT COMPANY, INC., being the owner of Gumbo Limbo Subdivision located in Lee County, Florida, and more particularly described as follows:

The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 24, Township 46 South, Range 22 East, Sanibel Island, Lee County, Florida.

makes the following declaration of restrictions covering the above-described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all the present and future owners of the real property.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height. However, nothing shall prevent the undersigned from dedicating any lot, lots or portions of lots in said subdivision to be used for public roads, alleys, parkways or waterways as it may deem proper.

2. All buildings shall be constructed of new and durable materials and the minimum floor elevation of each building shall be at least plus 6 feet mean sea level. Single family residential areas shall have a minimum of 1000 square feet of floor area exclusive of carports, screened areas, patios and terraces.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings on any lot at any time, either temporary or permanent, with the exception that a storage shelter for the storage of garden tools may be allowed after the construction plans and specifications and the plans showing the location of the structure have been approved by the undersigned developer or its assigns. Temporary structures may be erected and maintained by the project owner and developer while the property is being developed until the last of the lots are sold to ultimate users.

4. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of

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the structure have been approved by the undersigned developer, or its assigns, devisees or successors, as to quality of workmanship and materials, harmony of external design with the existing structures and location with respect to topography and finished grade elevation. In the event the undersigned fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been complied with fully.

5. All future lot purchasers must have all electrical and telephone services led underground from the main transmission line to their residence.

6. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except a dog or cat or any other household pet may be kept provided that they are not kept, bred or maintained for any commercial purpose.

8. One sign, not exceeding four square feet in area, may be displayed upon any lot for the purpose of advertising the property for sale or rent. No other sign shall be erected or maintained upon any lot without approval of the developer or its assigns.

9. All garbage or trash cans, oil tanks and bottle gas tanks on all residence lots must be underground or placed in a walled in area or landscaped so that they shall not be visible from the adjoining areas. Gravel, black top and paved parking strips, however, shall be allowed subject to the approval of the developer, its successors or assigns. In the event that the owner of lot shall fail or refuse to keep the premises free from weeds, underbrush or refuse piles, then the developer, its successors and assigns, may enter upon said lot or lots and remove such refuse or mow or cut such weeds or underbrush and charge the owner for services and such entry on the part of the developer, its successors, or assigns, shall not be deemed a trespass.

10. No well for the production of or from which there may be produced oil or gas shall be dug or operated upon said premises, nor shall any machinery, appliances or structure ever be placed, operated or maintained thereon in connection with oil or gas production. No lot owner will be

permitted to place a pump or suction hose into the lake or lakes for any individual use of lake water except in the use for fire protection. No lot shall be increased in size by filling in the lake water in which it abuts.

11. Excluding pickup type trucks, no trucks, vans, oversized vehicles, house trailers, mobile homes or utility trailers shall be parked in any of the streets or on the premises within the subdivision except for business delivery to and from the premises.

12. Easements for installation and maintenance of utilities, drainage facilities are reserved by the undersigned developer, its assigns, devisees or successors. In these easements no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage canals in the easement or obstruct or retard the flow of water through drainage canals in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

13. No sewage, rubbish, trash, garbage or other waste shall be emptied into any of the lakes on the property.

14. The developer agrees to grade the roads and maintain said roads located on the development in the same condition as when installed until December 1, 1978. The responsibility for maintenance and repairs of said roads or streets after 1978 shall be proportionately born by the lot or property owners.

15. The developer will provide each purchaser with a copy of these declaratin of restrictions filed by the developer and will require that each purchaser sign a receipt that he has read the restrictions and understands them; the receipt will be kept on file and in the office of the developer and will be accessible to the Board of County Commissioners of Lee County upon request.

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 (30) years from the date these 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 the covenants in whole or in part.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

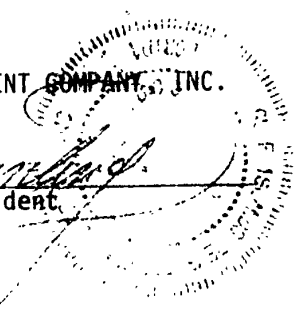
Invalidation of any one of these covenants by judgment or court order in no way shall affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed by its President and attested by its Secretary by and with the authority of the Board of Directors this 17th day of November, 1971.

GULF ISLANDS DEVELOPMENT COMPANY, INC.

By: Bill Bunting
Bill Bunting, President

Attest:
Florence Bunting
Secretary



RECORDED'S MEMO:
Accuracy of Writing, Typing or Printing
Guaranteed in This Document When Recorded.

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
SEP 14 4 37 PM '73
SAL V. JONES
CLERK OF CIRCUIT COURT

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY that on this 14th day of September 1973, before me personally appeared BILL BUNTING and FLORENCE BUNTING, President and Secretary, respectively, of GULF ISLANDS DEVELOPMENT COMPANY, INC., a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing instrument and severally acknowledged its execution to be their free act and deed as such duly authorized officers, and that the official seal of the corporation was duly affixed and the instrument is the act and deed of the corporation.

WITNESS my hand and official seal at Fort Myers, County of Lee, State of Florida, on the day and year first above written.

Walter C. ...
Notary Public

My Commission Expires: 8-11-75

BELLOR, WHALEY
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33902