

Re-Typed Deed of Restrictions
(Originals are recorded in the Clerk of the Circuit Court of Lee County, Florida
Book 1807, Pgs. 501-505)

DEED OF RESTRICTIONS
ROYAL-TEE COUNTRY CLUB ESTATES, A SUBDIVISIONS

ROYAL-TEE GOLF CLUB, INC., a Florida corporation
Lots located in that subdivision
In the County of Lee, State of
Florida, known as ROYAL-TEE COUNTRY
CLUB ESTATES, according to the map
Or plat thereof on film and recorded
In the Office of the Clerk of the
Circuit Court of Lee County, Florida,
In Plat Book 37, Page 1-10

WHEREAS, the undersigned ROYAL-TEE GOLF CLUB, INC., herein called "Grantor",
Is the owner of fee simple of that certain real property located and situated in Lee County,
Florida, more particularly described in the attached Exhibit "A".

AND WHEREAS, the Grantor desires at this time to place certain easement, restrictions
and reservations upon the use of the herein-above described real property.

NOW, THEREFOR, the Grantor does hereby impose the following easements, restrictions
and reservations upon the use of the herein-above described real property as follows:

A. FLOOD ELEVATION DISCLOSURE.

Grantee herein should be aware that the property herein is covered by the Federal
Flood Insurance Administration's Flood Insurance Rate Map for the unincorporated areas of Lee
County and said Map establishes the recommended minimum building floor elevation for the
subject property. Any construction within this subdivision should be constructed with
minimum building floor elevations in accordance with the Flood Insurance Rate Map for the
unincorporated areas of Lee County in order to protect the owners thereof from possible
flooding.

B. ARCHITECTURAL CONTROL.

1. ROYAL-TEE GOLF CLUB, INC., its Representative and Assigns reserve Architectural
Approval of all construction plans, specifications, footings, elevations, setbacks, etc. These
items will comply with minimums established by local, state and federal laws.

2. The Grantor shall give prompt approval or disapproval of plans, drawing and
specifications submitted, and it is further provided that in the event neither approval nor

disapproval is served upon the persons submitting such plans, drawings and specifications, at an address designated by them, within thirty (30) days of being so submitted, then such plans, drawings and specifications shall be deemed to be approved.

3. Appropriate submissions shall include a complete set of "working drawings", number, and source for stucco walls, wood siding and trim, and roofing material.

4. No home shall be considered complete until its yard is reasonably landscaped in accordance with the approved landscape plan including a minimum of four palms or shade trees. It must be maintained in a manner in keeping with the general character of the subdivision. Where any owner neglects such maintenance, Grantor, or his authorized agent, reserves the right to effect such maintenance at a reasonable charge to the owner. Any boundary wall, fence or hedge planned must be submitted to the Grantor for his written approval prior to construction (with the exception of pool enclosures).

5. All lots shall be filled in keeping with the engineering drainage plan of the development as approved by the South Florida Water Management District. All existing trees and other desirable natural vegetation possible shall remain on lots. Architectural approval is required prior to any site clearing.

6. Lot owners must provide, install and cause to be operational an approved lamp and appropriate post or base, adjacent to driveway entries before occupying any improvement on said lot or lots. Said lamp to be located not closer than twenty (20') feet from edge of pavement or dedicated roadway.

7. Grantor reserves the right to approve mailboxes to be furnished and erected by the owner, prior to installation. The intent of this provision is to maintain the level and character of the subdivision to the benefit of all lot owners.

8. After all lots have been sold in the subdivision, the control provided for in this Article shall pass to the association if established by the lot owners.

C. LAND USE.

1. All dwelling build on residential lots shall be single family and contain 1800 square feet of air-conditioned living area and have a two car garage.

2. There shall be a minimum 25-foot setback from front (Street) and side (Street) property lines. Minimum setback at rear to be twenty (20') feet. Pool enclosure to be at least fifteen (15') feet from the rear lot line at its closest point.

3. Side setbacks to be 10-foot minimum.

4. All buildings shall be of new and durable good quality material and workmanship, subject to approval of the Architectural Control committee. All roof material to be cement tile, approved asphalt or fiberglass shingles, or cedar shakes type. All drives and walks to be concrete.

5. After the start of any construction of any single family home or approved utility structure on any lot, said construction must proceed at a reasonable rate of progress and must be completed within twelve (12) months from the date of the start of construction. Start of construction is defined as the date of construction permit issue.

6. No prefabricated or module type house or "sheds" shall be constructed or placed upon any lot without express approval of the Grantor herein, through the Architectural Control committee.

7. No oil drilling, oil development operations, oil refining, quarry or mining operation of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot.

8. No antennas or exterior reception apparatus, including disk type arrangements shall be permitted.

9. No outside clothes line shall be allowed and there shall be no clothes hanging in the yard.

10. Where lakes are closer than (10') feet to the lot line, the lot owner shall be responsible for the maintenance of the property to the water line of the lake

11. After all lots have been sold in the subdivision, the control provided for in this Article shall pass to the association if established by the lot owners.

D. EASEMENTS.

There shall be on every lot a ten (10') foot utility easement parallel to and adjacent to the subdivision roads.

E. SIGNS.

1. No signs of any kind shall be displayed to the public view on any lot except the property owner's name sign of not more than two (2) square feet, and/or one sign of not more than five (5) square feet advertising the property for sale or rent or any other sign approved by the Grantor as long as it shall own property within the subdivision.

2. Signs used by approved builders must comply with the Grantor's specification for same.

3. After all lots have been sold in the subdivision, the control provided for in this Article shall pass to the association if established by the lot owners.

F. NUISANCES.

1. Noxious or offensive activity shall not be allowed upon any lot. No lot, or any building erected on any lot shall at any time be used for the purpose of any trade, business or manufacture.

2. Unused lots must be kept cleared of rubbish, weeds, or high grass so as not to become objectionable to adjoining lots. Were owners cannot or do not provide this maintenance, Grantor, or its authorized agent, reserves the right to effect such service at a reasonable charge to the owners.

3. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and screened with appropriate materials or landscaped so as not to be visible from adjoining property or roadways.

4. No overnight truck parking or trucks one ton or larger shall be permitted, and no camper or boat parking in excess of forty-eight (48) hours shall be permitted.

5. After all lots have been sold in the subdivision, the control provided for in this Article shall pass to the association if established by the lot owners.

G. UNDERGROUND SERVICES.

Underground electric power, cable TV and/or telephone services from tie-in source to dwelling are mandatory at the owner's expense.

H. SECURITY.

Grantor may establish a security gate, and hire security personnel on behalf of the lot owners; in the event that Grantor should do so, each lot owner shall pay his prorated share based on the number of lots in the subdivision. This assessment shall be made and levied by an Association established by the homeowners in the subdivision and shall be secured by a lien against the real property of the member assessed and foreclosed according to Florida lien law.

I. LIGHTING DISTRICT.

Grantor may cause to be established a lighting district to provide lighting to the development.

J. TERM.

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands herein described running with the land, and shall be deemed for the benefit of all the lands in the subdivision, and it shall remain in full force for twenty (20) years from the

date of the recording of this instrument, after which they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the lots in the subdivision it is agreed to change them in whole or in part.

K. SERERABILITY.

1. 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.

2. The Grantor, or his heirs, assigns or successors, reserves the right to hereafter, from time to time, amend, modify, add, delete or grant exceptions from any or all the foregoing restrictions without notice to or consent from any Grantee. Provided, however, that this paragraph shall not be used to change the residential character of the property. Provided, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be here, unto affixed, by its proper officers thereunto duly authorized, the day and year first above written.