

COMPILED AND INTEGRATED DECLARATION OF RESTRICTIONS, SECTION 20

WHEREAS, SECTION 20 PROPERTY OWNER'S ASSOCIATION, INC., hereinafter called the Section 20 Property Owner's Association, a Corporation under the laws of Florida is the owner in fee simple of the following subdivision situated in Charlotte County, Florida, to-wit:

BLOCKS 516 THROUGH 628 INCLUSIVE, PUNTA GORDA ISLES, SECTION 20, and the Pedestrian Walkways, Parkways, private easements, private walkways, and private park areas designated as "A" according to the Plat thereof as found in Plat Book II, Pages 2-A through 2-2-42 of the Public Records of Charlotte County, Florida; and

any other real property located in Charlotte County, Florida immediately adjacent or appurtenant to the foregoing real property and in which Section 20 Property Owner's Association, Inc. may own, have any possessory interest in, right to make use of, or other interest or claim in or to, as evidenced by an instrument recorded in the public records of Charlotte County, Florida, from time to time;

AND it is the desire of said Corporation that uniform restrictive covenants and restrictions upon the use and type of building and development of the above described land to be set forth herewith:

NOW, THEREFORE, in accordance with the law, Punta Gorda Isles, Inc., does hereby establish the following restrictions on the above described land which said restrictions shall run with the land.

1. RESIDENTIAL USE, SINGLE FAMILY.

The lot(s) aforementioned in Punta Gorda Isles, Section 20 including all lots enlarged or recreated by shifting or relocation of side boundary lines, are restricted to the use of a single family, their household, their domestic help, and household guests. Only one building shall be erected to the lot and only buildings restricted to the use of one family may be erected. A construction shed may be placed on the lot and remain there temporarily during the course of active construction of a

residence but otherwise sheds shall not be permitted to be placed on a lot or be used on or in connection with a lot. Otherwise, no portable buildings, modular homes, manufactured homes, carports, other structures not designed or constructed to be permanently affixed to the lot, or trailers may be moved, constructed or located on the lot.

2. NO TRADE, BUSINESS, PROFESSION, ETC.

No trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions. For purposes of this provision, a trade, business, profession or other type of commercial activity shall be deemed to be taking place on a lot or other land covered by these restrictions in violation of these restrictions when:

- (i) it is detectable by sight, sound or smell from anywhere outside of the lot or such land covered by these restrictions;
- (ii) the address of the lot or other land covered by these restrictions is used in connection with the mailing address, principal address, registered address on file with the Florida Department of State or any of its divisions or is otherwise used in any advertisements, marketing materials or promotional materials by any person or entity;
- (iii) it is detectable by the delivery or sending of any materials or goods from, or by the presence of any customers, employees, vendors, agents or other parties associated with such trade, business, profession or other type of commercial activity at, the lot or other land covered by these restrictions;
- (iv) signage at, or other exterior additions, installations, or modifications to the lot, other land covered by these restrictions, or any buildings thereon, indicate the existence of any trade, business, profession or other type of commercial activity; or
- (v) there are any explosive or toxic chemicals stored anywhere on such lot or other land covered by these restrictions that is typically used in connection with any trade, business, profession or other type of commercial activity and such explosive or toxic chemicals are not used in connection with any permitted purposes or uses on or at such lot or other land covered by these restrictions. This shall not prevent an owner of a building from renting said property for single family, residential use.

3. LAWNS AND LANDSCAPING.

All lawns on all sides of the buildings on the above mentioned land shall extend to the pavement line. No drives or paved areas are to be allowed except as approved on the plot plan of the plans and specifications.

Upon the completion of the building(s) on the above mentioned land the lawn area on all sides of the building(s) shall be completely sodded with grass and shall be required to keep and/or make use of tools, devices, installations and/or services so that such grass is kept in a healthy, neat, attractive and weed-free condition, it being the intent that the lawn area shall be uniformly green, luxuriant and well-kept and which requirements shall be subject to consideration of the seasons of the year, the way in which the appearance of the grass may vary depending on the species of grass, and fluctuations in the way such grass may appear when it is otherwise being maintained in a healthy condition during different seasons.

A comprehensive landscaping plan shall be submitted to the Section 20 Property Owner's Association, Inc. for his approval and a sufficient number of trees and shrubs of sufficient size shall be shown thereon in a design which shall be commensurate with the development of high grade residential property. Said landscape plan, after approval by the Section 20 Property Owner's Association, Inc in writing, shall be built and installed by the Owner of such lot. Refusal of approval of said landscaping plan may be made by the Section 20 Property Owner's Association, Inc based on purely aesthetic grounds which in the sole and uncontrolled discretion of the Section 20 Property Owner's Association, Inc shall seem sufficient.

A permit to commence building construction under these restrictions may be withheld until such landscaping plans have been brought up to a standard commensurate with the terms of these restrictions. If the landscaping is not installed in accordance with the landscaping plans, Section 20 Property Owner's Association, Inc may, at his discretion, enter upon the above said land and rearrange, remove or install said landscaping and make a reasonable charge for so doing and said charge shall become a lien upon the above mentioned land, as provided for under the laws of the State of Florida.

Owners shall also be required to maintain any and all plants, trees or other flora which originates on such Owner's lot or which are located primarily on such Owner's lot and shall not permit such plants or flora, other than trees, to encroach on any adjoining lots from such Owner's

lot when such Owner's lot has no completed building on it. No plants or flora, other than trees and grass, shall be permitted to be located or remain within ten feet (10') of the boundary line of a lot with no completed building on such lot when measured from the center of such plants or flora to the closest point along any boundary line of such lot.

In the event that an Owner fails to cure any violation of this provision after written notice describing the nature of the violation(s), the steps that need to be taken to correct such violation(s), and provides a reasonable period of time to do so before action would be taken by Section 20 Property Owner's Association, Inc to cure such violation(s), the Section 20 Property Owner's Association, Inc shall be entitled to enter such lot and perform, or have performed, any work or actions necessary to correct such violation(s) as permitted by this Declaration of Restrictions, Section 20.

4. APPROVAL OF PLANS, SPECIFICATIONS, AND LOCATION OF BUILDINGS.

In order to ensure that the building(s) on the aforementioned land will preserve a high standard of construction, no building or other structure shall be erected, placed, or remain on the aforementioned land until a set of the plans of the working drawings and specifications, including a plot plan showing the location of the building(s) or other structures, terraces, patios, walls, fences, driveways, property lines, poles and setbacks is submitted to the Section 20 Property Owner's Association and approved by the Section 20 Property Owner's Association as meeting the requirements of these restrictions and as being in accordance with the building, plumbing and electrical codes in effect at the time of construction or alteration of any building has begun. To defer or offset the estimated costs that would be incurred in reviewing any working drawings and specifications and related administrative expenses, the Section 20 Property Owner's Association may require the payment of a reasonable fee by any person submitting such working drawings and specifications before Section 20 Property Owner's Association shall be required to consider and act on any working drawings and specifications that are submitted. Construction requirements and specifications may include (but are not limited to) the following: tile roof, minimum roof pitch five to one, cement drives, outside building colors subject to approval. Prior to approval of plans, written approval must be obtained from the Section 20 Property Owner's Association for use of the building contractor to be employed in the construction of the above-mentioned building(s), or other structures. Said building contractor shall be a regularly employed bona fide building

contractor duly licensed by the applicable governmental authorities and in addition shall pass such testing requirements as may be set forth from time to time by the Section 20 Property Owner's Association. Said building contractor shall in addition to the foregoing requirements be required to post a performance and completion bond for the full amount of the work as shown on the plans and specifications so as to insure against the possibility of partially completed buildings marring the beauty of the above-mentioned land. Aforesaid bond shall be obtained from a recognized institutional Bonding Company and shall be of a form and wording approved by the Section 20 Property Owner's Association. The Section 20 Property Owner's Association may, at his discretion, bond the construction in lieu of the above-said bonding company.

Refusal of approval of plans, specifications and location of building(s) by the Section 20 Property Owner's Association may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the Section 20 Property Owner's Association seem sufficient. No alterations in the exterior appearance of the above building or structure shall be made without approval of the Section 20 Property Owner's Association in writing. The provisions herein contained shall apply equally to repair, alterations, or modifications made in the abovebuilding(s).

The Section 20 Property Owner's Association reserves the right (but not the obligation) to from time to time inspect thebuilding construction as it proceeds in order to assure himself that the building or other permittedstructures are being constructed according to the plans and specifications and if it should occurthat said inspections show that this is not the case then a letter shall be addressed to the contactorwith a copy to the owner setting forth said objections to construction and forthwith the work onsaid construction shall stop and abate until said objections have been complied with and settled. There shall be no construction signs displayed except those that may be required by law. Theissuance of a building permit or license, which may be in contravention of these restrictions, shallnot prevent the Section 20 Property Owner's Association from enforcing these provisions.

Section 20 Property Owner's Association further may promulgate and amend, from time to time, reasonable guidelines, standards, and requirements specifying the location, size, type, or appearance of any building, other permitted structure(s), or other improvements on a parcel or changes, additions or alterations for any building, other permitted structure(s), or other improvements on a parcel, which guidelines, standards, and requirements may not contravene any provisions of this Declaration of Restrictions, Section 20, as it may be amended from time to time.

5. SET BACK AND MINIMUM SQUARE FOOT AREA.

All buildings erected or constructed on the aforementioned lot(s) shall conform in area and setback limitations to the following table, and no building with less than 1,800 square feet of living area shall be erected on any lot without the express written consent of the Section 20 Property Owner's Association.

SET BACK REQUIREMENTS

Front	Back	Sides
25 Feet	15 Feet	7 ½ Feet

In addition, the Section 20 Property Owner's Association shall be permitted to grant variances to the foregoing set back requirements for any lot upon submission of a written request to the Section 20 Property Owner's Association along with any other documentation reasonably required by the Section 20 Property Owner's Association when good cause for the requested variance is shown, with good cause including, without limitation, circumstances relating to the topography of the lot, natural obstructions, hardship, aesthetic or environmental considerations.

Such variance must be evidenced in writing, which must be signed by at least two (2) directors of the Section 20 Property Owner's Association, and which must be recorded in the public records of Charlotte County, Florida and indexed against the lot to which it relates in order to be effective. In cases where any variance(s) may be granted, no violation of the covenants, conditions or restrictions contained in this provision of the Declaration shall be deemed to have occurred with respect to the matters to which the variance(s) related.

The granting of any variance(s) shall not, however, operate to waive any of the terms and provisions of this Declaration for any purposes except as to the particular property and particular provisions hereof covered by the variance(s), nor shall it affect in any way, the lot owner's obligation to comply with all governmental laws and regulations affecting their use of the lot, including but not limited to, zoning ordinances, set back lines or requirements imposed by any governmental or municipal authority.

6. METHOD OF DETERMINING SQUARE FOOT AREA.

The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, roofed screen porches and the like, shall not be taken into account in calculating the minimum square foot area as required by this restrictive covenant.

7. LOT AREA AND WIDTH AND SPECIAL CASES.

No dwelling shall be erected or placed on any parcel having a width of less than 75 feet at The minimum building front setback line nor less than 7200 square feet, except that a dwelling may be erected or placed on any lot as shown on the recorded plat. Setback lines for corner lots and odd-shaped lots shall be as nearly as possible as set out herein except that variances may be authorized by the Section 20 Property Owner's Association at the time plans for building are submitted upon submission of a written request to the Section 20 Property Owner's Association for a variance along with any other documentation reasonably required by the Section 20 Property Owner's Association when good cause for the requested variance is shown, with good cause including, without limitation, circumstances relating to the topography of the lot, natural obstructions, hardship, aesthetic or environmental considerations. Such variance must be evidenced in writing, which must be signed by at least two (2) directors of the Section 20 Property Owner's Association, and which must be recorded in the public records of Charlotte County, Florida and indexed against the lot to which it relates in order to be effective. The responsibility and costs for preparing and recording any variances approved by Section 20 Property Owner's Association shall rest with the party that sought such variance from the Section 20 Property Owner's Association. In cases where any variance(s) may be granted, no violation of the covenants, conditions or restrictions contained in this provision of the Declaration shall be deemed to have occurred with respect to the matters to which the variance(s) related. The granting of any variance(s) shall not, however, operate to waive any of the terms and provisions of this Declaration for any purposes except as to the particular property and particular provisions hereof covered by the variance(s), nor shall it affect in any way, the lot owner's

obligation to comply with all governmental laws and regulations affecting their use of the lot, including but not limited to, zoning ordinances, set back lines or requirements imposed by any governmental or municipal authority.

8. LOCATION OF GARAGES AND PARKING.

No garage shall be erected which is separated from the main building on any lot or parcel. No carports are otherwise permitted to be constructed, located or maintained on any lot or parcel. No commercial vehicles, trailers or trucks of any kind nor any boats, boat trailers, personal watercraft, kayaks, canoes, campers, mobile homes or the like shall be parked overnight on or adjacent to the above-mentioned land without the express, prior written consent of the Section 20 Property Owner's Association. Notwithstanding the foregoing, boats when located on boat trailers, personal watercraft, kayaks, canoes shall be permitted to be parked in driveways on a lot or parcel between the hours of 12:00 pm on any Friday and 11:59 pm on the following Sunday and recreational vehicles or motor homes shall be permitted to be parked in driveways on lots or parcels for a maximum of twenty-four (24) consecutive hours once per week when they are being outfitted or prepared for a trip using such recreational vehicles or motor homes.

All unlicensed or inoperable vehicles shall be parked or stored in garages on lots or parcels. Any licensed and operable vehicles permitted by this provision to be stored or parked on a lot shall not be stored or parked on any portion of the lot or any of the improvements or areas including, without limitation, rights-of-way, culverts, cul-de-sac medians, or other areas adjacent or appurtenant to such lot, other than within the garages located at such lots or completely upon the paved driveways located on such lots.

No vehicles of any type including, without limitation, commercial vehicles, trailers, trucks of any kind, boats, boat trailers, recreational vehicles, motor homes, campers, mobile homes or the like shall be parked or stored on vacant lots or parcels; provided, however, vehicles may be parked on vacant lots or parcels when such vehicles are being used in connection with any work being done in connection with the planned construction of a home or dwelling unit on such lot or parcel.

Recreational vehicles, motor homes and campers may be parked on a driveway for a maximum of forty-eight (48) hours per month and not more than one (1) time per month.

For purposes of this provision, the term “commercial vehicle” shall mean vehicles of every kind whatsoever (including regular passenger automobiles), which, from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial or charitable institution (e.g. church or school) markings, signs, displays, tools, toolboxes, bins, equipment, racks, altered beds, ladders, apparatus, or otherwise indicates a commercial or other non-personal use, vehicles which contain exterior graphics or markings (including those which are painted or wrapped in vinyl), or which bear signage, logos, phone numbers, advertising, or Internet/website addresses, vehicles not primarily designed for personal or family transportation (including but not limited to limousines and hearses) whether or not actually so used for the purpose for which the vehicle was originally designed, and all trucks with either open or sided flat beds, dump beds or having more than two (2) axles. For purposes of this provision, the term “overnight” shall mean that period of time beginning at 5:00 pm on any day and ending at 7:00 am on the following day, which period consists of or is intended to consist of fourteen (14) hours.

For purposes of this provision, the term “front line” with respect to a lot or parcel shall mean the boundary line of a lot or parcel that adjoins or is located closest to the publicly dedicated roadway and, in the case of a lot or parcel that is bounded on more than side by a publicly dedicated roadway, it shall mean the boundary line of a lot or parcel that adjoins or is located closest to each of the publicly dedicated roadways that bound the lot or parcel on more than one side. For purposes of this provision, the term “week” shall be considered to be that period of time beginning at 12:00 am on any Monday and ending at 11:59 pm on the following Sunday, which period consists of or is intended to consist of approximately one hundred sixty-eight (168) hours.

9. ANIMALS, ETC.

No animals, birds, or reptiles of any kind shall be raised, bred, or kept on any of the aforementioned property except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance.

10. DRILLING OIL, ETC.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the aforementioned lands, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the aforementioned lands. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the aforementioned lands.

11. NUISANCES

No activity or business or any act shall be done upon the property covered by the Restrictions which may be or may become an annoyance or nuisance to the neighborhood.

12. GARBAGE CONTAINERS

All garbage or trash containers, oil tanks or bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties.

13. CLOTHES DRYING AREA

No outdoor clothes drying shall be allowed except on the side yard of the lot and in that case shall be shielded from view through the use of shrubbery.

14. SIGNS AND DISPLAYS

No signs shall be erected or displayed on this property or on any structure, except that the Grantor may allow a sign to be erected at its discretion, if the placement and character, form and size of such sign be first approved in writing by the Grantor or except as may otherwise be permitted by this provision. This provision shall not apply to "For Sale" or "For Rent" signs which may be displayed; there shall not be, however, more than one "For Sale" sign on any property under contiguous ownership, and no "For Sale" or "For Rent" sign shall be in excess of

6" x 8" in size. Signs issued or sold by the campaigns of any persons seeking elective office may be displayed on a lot beginning two (2) months prior to the election for such elective office and until not more than seven (7) days after the election of such candidate is conducted and whether or not a winner has been decided or such candidate has officially withdrawn from seeking, or is no longer eligible for, elective office, whichever occurs first.

15. EASEMENTS

There are hereby expressly reserved unto the Section 20 Property Owner's Association easements of six feet (6') in width along the side lot lines of the above-mentioned lots and ten feet (10') along the rear lot lines of the above-mentioned lots for purposes of utilities, surface drainage, and for any purpose having to do with development of this property including improvements that the Section 20 Property Owner's Association may not have the obligation to install. Where more than one of the above-described lots are intended by the Section 20 Property Owner's Association as a building site or where more than one lot is actually used as a building site, the outside boundaries of said building site shall carry the said easement and the said easement shall in such cases be abandoned on the interior lot lines. The Section 20 Property Owner's Association may abandon any of these easements at any time in the future by recording an appropriate instrument. The Section 20 Property Owner's Association hereby reserves the right to dedicate the roads, streets, and avenues, and necessary easements abutting the afore-described lands to public use without consent of the grantees.

16. MAINTENANCE

The above-described building(s) and other structures and any other items installed or constructed on a lot including, without limitation, driveways, fences, mail boxes, and posts when completed shall be maintained in a like-new, neat, clean, and attractive condition and shall be kept freshly painted including side-walls and roofs.

The color of paint shall not be changed without the written consent of the Section 20 Property Owner's Association. Any items of personal property which are located or used on any exterior portion of a lot including, without limitation, furniture, fire pits and sports equipment shall be maintained in a neat, clean and attractive condition and shall not be permitted to be located

or used on any exterior portion of a lot when they are visible from any portion of the public roadway adjoining such lot but are not maintained in a neat, clean and attractive condition.

No weeds, underbrush or other unsightly growths, and dead landscape materials including, without limitation, trees, limbs, shrubs, plants, palm fronds and stumps must be removed and shall not be permitted to grow or remain upon the premises on the afore described land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and, in addition, all of the landscaping including the grass shall be kept as befitting a high-quality lawn and any plants, grass, shrubs, etc. that might die or become other than luxuriant and well-formed shall be promptly replaced and should the Owner of such lot fail to keep premises in the afore-described condition then the Section 20 Property Owner's Association may enter upon the land and repair, replace, install or maintain the offending portion and such entry shall not be deemed a trespass and a lien shall arise in favor of the Section 20 Property Owner's Association to the extent of the expenses to accomplish the afore-stated.

17. NO TEMPORARY BUILDING

No tents and no temporary or accessory building or structure shall be erected without the written consent of the Section 20 Property Owner's Association.

18. WAIVER OF RESTRICTIONS

The failure of the Section 20 Property Owner's Association to enforce any building restrictions, covenant, condition, obligation, right or power herein contained, however long continued shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.

19. WATER, SEWER, AND ELECTRIC

Owners shall apply for, connect to, and pay for sewer, water, and electric service from a locally available utility company for their lot(s) or through some other source or means, as may be applicable, to ensure that sewer, water, and electric service is available for such lot (s). Septic

tanks are not allowed to be maintained or installed on any lot.

20. RIGHT OF GRANTOR

The Grantor reserves the right to itself, its agents, employees or any contractor or subcontractor, dealing with the Grantor, to enter upon the land covered by the restrictions, for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to completing any dredging, filling, grading, or installation of drainage, water lines or sewer lines. These reserved rights in the Grantor shall also apply to any additional improvements which the Grantor has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications or any other improvements. In this respect, the Grantor agrees to restore said property to its condition at the time of said entry and shall have no further obligation to the applicant, purchaser, optionee, lessee or grantee in connection therewith. The work performed under the above provision shall in no way constitute a lien or personal liability on the applicant, purchaser, optionee, lessee, or grantee, whichever the case may be.

21. COMMON PROPERTY

Adjacent to the rear and, in some cases, the side lot lines of the afore-described lots are areas on the record plat which are Pedestrian Walkways, parkways, private easements, private walkways, and private park areas, which are designated "A" on the record plat and which shall hereinafter be described as COMMON PROPERTY. It is understood and agreed that the owner of each of the afore-described lots shall have an equal undivided interest in all of the Pedestrian Walkways, Parkways, private easements, private walkways, and private park areas as labeled on the aforesaid plat. It is further understood that these restrictions prohibit the further subdivision of this Common Property and is hereby declared to be appurtenant to each lot and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the lot.

Such interest shall be deemed conveyed, devised, encumbered or otherwise included with the lot, even though such an interest is not expressly mentioned or described in the conveyance or

other instrument. The Section 20 Property Owner's Association hereby and each subsequent owner of any interest to a lot or on the Common Property described above by acceptance of a conveyance or any instrument transferring an interest, waives the right of a partition of any interest in the Common Property under the laws of the State of Florida.

Any owner may freely convey an interest in a lot together with an undivided interest in the afore-stated Common Property subject to the provisions of this Declaration subject, however, to Section 20 Property Owner's Association's rights contained later in this paragraph dealing with Common Property. All owners of lots shall have as an appurtenance to their lot a perpetual easement for ingress and egress from their lots over and through the Common Property, in common with all persons owning an interest in any lot in the afore-stated plat.

It is the intent of the Section 20 Property Owner's Association that the Common Property be a private park for the exclusive enjoyment of the owners of the above described lots and their guests, subject to the rights reserved by the Section 20 Property Owner's Association and subject to the following restrictions:

- a) Automobiles, trucks, motorcycles, and all terrain vehicles of every description shall be prohibited access to or progress over the Common Property. Transportation devices, in addition to walking, shall be limited to bicycles, approved by the Section 20 Property Owner's Association, Inc., and such other means of transportation as may be approved by Section 20 Property Owner's Association.
- b) There shall be no additions removal or cutting of trees, plants, or picking of flowers by individual lot owners nor shall individual lot owners be permitted to place on the Common Property any permanent fixtures such as building, benches, barbecue pits or structures of any type. Dumping is prohibited on all Common Area. Those caught dumping will be referred for prosecution by Charlotte County law enforcement, as may be applicable, and will also be responsible for all costs incurred by Section 20 Property Owner's Association, Inc., which may be imposed as an assessment pursuant to Section 29 of this Declaration.
- c) Pets shall not be allowed to be destructive within the Common Property.
- d) Excepted from the above restrictions will be the equipment and vehicles necessary to maintain the Common Property and the actions of the maintenance personnel appropriate to the development and maintenance of the Common Property.

Anything to the contrary afore-stated notwithstanding, the Section 20 Property Owner's Association reserves unto itself, its successors, assigns or nominees the right and privilege to dredge, fill, grade, install drainage, dig, wells, lakes, streams, install waterlines, and other underground utilities, pathways, and other structures deemed by the Section 20 Property Owner's Association, its successor, or assigns to be desirable; landscaping or to make any other improvements necessary to complete development of and within the Common Property and to maintain the same utilizing the appropriate equipment to do so.

The cost of upkeep of the landscaping within the Common Property and the paths and other improvements that may be added from time to time shall be the responsibility of the individual lot owners and shall be accomplished in the following manner: Upon completion of development of the aforementioned lots and the Common Property, the Section 20 Property Owner's Association shall undertake to maintain the Common Property. The actual cost shall be divided equally among each of the afore-mentioned lots and a lien shall arise and is hereby created in favor of the Section 20 Property Owner's Association and against the purchaser for the full amount chargeable to each lot and the amount payable shall be due upon the rendering of the bill by the Section 20 Property Owner's Association. This lien shall be enforceable by law or in equity according to the provision of Florida law by the Section 20 Property Owner's Association and the cost of collecting such lien, including attorney's fees, shall be paid for by the purchaser. Thereafter Grantor shall form a non profit corporation under the laws of the State of Florida, whose duty will be to undertake the maintenance of the Common Property and shall at that time assume the rights reserved unto the Grantor as initially provided or stated in this paragraph, it being understood and agreed that ownership of each lot shall represent one membership in said association except however, Section 20 Property Owner's Association, Inc., reserves the right to establish reasonable standards to be followed by the association in the maintenance of the property. The applicant, purchaser, optionee, lessee or grantee, whichever the case may be, shall subscribe to and join said association and become a member thereof immediately upon obtaining an interest in the aforesaid lands.

22. PROHIBITION AGAINST DIGGING WATER WELLS

On all aforementioned lots and on all Common Property the digging or drilling of water wells except by the Section 20 Property Owner's Association is hereby prohibited on the

aforementioned property, except upon the written approval of Section 20 Property Owner's Association and proper governmental authority.

23. WALLS

No wall, hedge or fence shall be constructed along or adjacent to the side or rear lots lines on any of the aforementioned property with a height of more than four feet above the ground level unless the placement, character, form and size of said wall, fence or hedge be first approved in writing by Section 20 Property Owner's Association. The height or elevation of any wall, hedge or fence shall be measured from the existing property elevation. Any question as to such heights may be conclusively determined by the Section 20 Property Owner's Association.

24. REMEDIES FOR VIOLATIONS

Violation or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Section 20 Property Owner's Association, or by virtue of any judicial proceeding, shall give the Section 20 Property Owner's Association, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. In addition to the foregoing, the Section 20 Property Owner's Association shall have the right, wherever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the applicant, purchaser, optionee, lessee, or grantee, and such entry and abatement or removal shall not be deemed a trespass.

25. ADDITIONAL RESTRICTIONS AND AMENDMENTS

This Declaration may be amended with the approval of not less than sixty percent (60%) of the members of Section 20 Property Owner's Association, Inc. voting in person or by proxy, at a duly noticed meeting of the members of Section 20 Property Owner's Association, Inc. at which a quorum is obtained. Any amendment approved in the foregoing manner shall be evidenced by a certificate executed by Section 20 Property Owner's Association Inc with the formalities required

for a deed and recorded in the public records of Charlotte County, Florida, which certificate shall set out the approved amendment and shall take effect upon its recording. Any amendment to this Declaration may be considered by the members of Section 20 Property Owner's Association, Inc. only if:

- (i) proposed by Section 20 Property Owner's Association, Inc. after approval for such proposal is obtained at a meeting of the board of directors of Section 20 Property Owner's Association, Inc. at which a majority of the directors in attendance have approved of the proposal; or
- (ii) proposed by a petition or other writing that is joined in by not less than five percent (5%) of the members of Section 20 Property Owner's Association, Inc. and delivered or sent to Section 20 Property Owner's Association, Inc. Any such proposed amendment shall be considered at a property noticed meeting of the members of Section 20 Property Owner's Association, Inc., which meeting shall be called by Section 20 Property Owner's Association, Inc. and held within not more than ninety (90) days' time from the date such proposed amendment is approved at the meeting of the board of directors of Section 20 Property Owner's Association, Inc. or delivery or receipt of the petition or other writing that is joined in by not less than five percent (5%) of the members of Section 20 Property Owner's Association, Inc. and delivered or sent to Section 20 Property Owner's Association, Inc.

26. INVALIDITY CLAUSE

The invalidity of any of these covenants by a court of competent jurisdiction shall in no ways affect any of the other covenants which shall remain in full force and effect.

27. RULES AND REGULATIONS.

Section 20 Property Owner's Association, Inc. shall be authorized to adopt, from time to time reasonable rules and regulations in relation to the maintenance, condition, and use of those parcels subject to this Declaration and other property owned, maintained or managed by Section 20 Property Owner's Association, Inc., from time to time.

28. FINES.

Section 20 Property Owner's Association, Inc. shall be authorized to levy and impose fines on any lot owner as a member of Section 20 Property Owner's Association, Inc., or on any such owner's tenant, guest, or invitee for the failure of the owner or the occupant, licensee, or invitee of such owner's lot to comply with any provision of this Declaration, the Articles of Incorporation of Section 20 Property Owner's Association, Inc., the Bylaws of Section 20 Property Owner's Association, Inc., reasonable rules and regulations of Section 20 Property Owner's Association, Inc., or the provisions of Chapter 720 Florida Statutes, all as may be amended from time to time.

Any such fine must be levied and imposed by Section 20 Property Owner's Association, Inc. pursuant to the procedures set out in Section 720.305, Fla. Stat., as it may be amended from time to time. Fines may exceed \$100.00 per violation and may exceed \$1,000.00 for a continuing violation with the amount of any fine for a violation not permitted to exceed \$500.00 and the amount of a fine for a continuing violation not permitted to exceed \$5,000.00.

Any fine of \$1,000.00 or more that remains unpaid by any lot owner as a member of Section 20 Property Owner's Association, Inc. or on any such owner's tenant, guest, or invitee for more than thirty (30) days after it becomes due under the procedures set out in Section 720.305, Fla. Stat., as it may be amended from time to time, may be imposed by the Association as an individual assessment against only such owner and the owner's parcel pursuant to the procedures set out in Section 720.303(2)(c)2., Fla. Stat., as it may be amended from time to time.

29. ADDITIONAL REMEDIES.

In addition to those remedies provided by law or by this Declaration, Section 20 Property Owner's Association. Inc. shall also be authorized, but not required, to enter any lot and correct, cure or otherwise abate any violation of these restrictive covenants, this Declaration, or any reasonable rules and regulations of Section 20 Property Owner's Association. Inc. existing on such lot. Prior to entering any lot to correct, cure or otherwise abate any violation of these restrictive covenants. this Declaration, or any reasonable rules and regulations of Section 20 Property Owner's Association, Inc., Section 20 Property Owner's Association, Inc. shall provide not less than fourteen (14) days written notice to the owner(s) of the lot that one or more violations of these restrictive covenants, this Declaration, or any reasonable rules and regulations of Section 20 Property Owner's Association, Inc. exist(s) on the lot, that Section 20 Property Owner's Association, Inc. intends to enter the lot and correct such violation if the owner(s) fail to do so within fourteen (14) days following the date the written notice to the owner(s) of the lot was transmitted by Section 20 Property Owner's Associations Inc., and that the costs incurred by Section 20 Property Owner's Association, Inc. in correcting, curing or otherwise abating such violation(s) may or will be imposed as an individual assessment on the lot and the owner(s) of the lot by Section 20 Property Owner's Association. Inc. If the owner(s) of the lot fails to correct, cure or otherwise abate such violation(s) within fourteen (14) days following the date the written notice to the owner(s) of the lot was transmitted by Section 20 Property Owner's Association. Inc. Section 20 Property Owner's Association, Inc. shall be authorized to enter the lot and correct, cure or otherwise abate such violation(s) without further notice to the owner(s) of the lot. The right of Section 20 Property Owner's Association. Inc. to enter a lot and correct, cure or otherwise abate any violation of these restrictive covenants, this Declaration, or any reasonable rules and regulations of Section 20 Property Owner's Association, Inc. existing on such lot shall be limited to taking only those actions required to correct, cure or otherwise abate such violation(s) and Section 20 Property Owner's Association. Inc. shall not take any actions that would exceed that which is required to correct, cure or otherwise abate such violation(s). Section 20 Property Owner's Association, Inc. shall be authorized to impose an individual assessment on the lot and the owner(s) of the lot for any expenses including, without limitation, reasonable attorneys' fees

and administrative expenses incurred by Section 20 Property Owner's Association, Inc. in correcting, curing or otherwise abating any violation of these restrictive covenants, this Declaration, or any reasonable rules and regulations of Section 20 Property Owner's Association, Inc. In the event that the actions taken by Section 20 Property Owner's Association, Inc. to correct, cure or otherwise abate any violation(s) located at a lot require the removal of any personal property located at the lot by Section 20 Property Owner's Association, Inc. to complete the correction, curing or abatement of such violation(s), Section 20 Property Owner's Association, Inc. shall be required to treat such personal property pursuant to the requirements of Sections 715.101 to 715.111, Fla. Stat.; provided, however, Section 20 Property Owner's Association, Inc. shall be required to retain any personal property that is removed by Section 20 Property Owner's Association, Inc. for at least thirty (30) days following the date that notice is provided to the lot owner(s) pursuant to Section 715.104, Fla. Stat. and Section 20 Property Owner's Association, Inc. shall not be required to sell at public sale by competitive bidding any personal property not released pursuant to Section 715.108, Fla. Stat. that is removed by Section 20 Property Owner's Association, Inc. For purposes of interpreting and complying with Sections 715.101 to 715.111, Fla. Stat., Section 20 Property Owner's Association, Inc. shall be considered to be the "Landlord". the owner(s) of the lot shall be considered to be the "Tenant" and the lot shall be considered to be the "Premises" as those terms are used in Sections 715.101 to 715.111, Fla. Stat. Further and for purposes of interpreting and complying with Section 715.104, Fla. Stat., personal property remaining on the premises after a tenancy has terminated or expired and the premises have been vacated by the tenant shall be deemed to apply to personal property required to be removed by Section 20 Property Owner's Association, Inc. to complete the correction, curing, or abatement of any violation(s) at the lot.

30. HURRICANE SPECIFICATIONS.

The use of hurricane shutters or other types of code-compliant hurricane protection devices at a structure on a lot which are not considered to be a permanent element, component, or

installation at such structure or which are otherwise visible from any exterior portion of a lot when in use for purposes of providing hurricane protection at such lot shall not be permitted during the months of December, January, February, March, April and May. Notwithstanding the foregoing, owners of lots whose lots will not be occupied during the entire period of June through November in any year and whose lot will cease to be occupied prior to June of the same year may, upon the written approval of the Grantor and a demonstration of a hardship, use hurricane shutters or other types of code-compliant hurricane protection devices during any period of time when hurricane shutters or other types of code-compliant hurricane protection devices are not generally permitted but only for that period of time when the lots of such owners will not be occupied and with such owners being required to remove or cease using any hurricane shutters or other types of code-compliant hurricane protection devices when occupancy of their lot next begins or by the date of December 1 which next follows the issuance of any written approval by the Grantor for use of such hurricane shutters or other types of code-compliant hurricane protection devices, whichever occurs first. No owners of a lot may make use of hurricane shutters or other types of code-compliant hurricane protection devices at their lot which, when in use, leave no point of access to or from the structure on their lot. When no hardship exception has been granted by Grantor to the owners of a lot, no hurricane shutters, hurricane protection devices, or other materials, such as plywood, may be used at the structure on a lot during any time when no tropical depression, tropical storm or hurricane watch or warning has been issued or remains in effect for any portion of Charlotte County, Florida and must be removed or cease to be used within ninety-six hours after such tropical depression, tropical storm or hurricane watch or warning is no longer in effect.

31. ADDITIONAL RESTRICTIONS.

Any lot with a completed or habitable structure located thereon shall be required to install and maintain a conspicuous number sign or individually installed numbers reflecting the numeric portion of the street address assigned to such lot on the completed or habitable structure located thereon or the mailbox serving such lot, which conspicuous number sign or individually installed

numbers shall be clearly visible from the boundary line of the lot that adjoins or is located closest to the publicly dedicated roadway associated with the street address for such lot. In the event that there is no mailbox or completed or habitable structure on a lot for any reason and there is an assigned street address for such lot, the owner of such lot must display the assigned number of component the street address for such lot in a conspicuous manner on such lot, which manner is subject to the prior, written approval of Grantor.

No above-ground pool, spa, jacuzzi, or similar recreational device or installation that makes use of water as primary component in connection with its practical use and which shall or would extend more than six inches (6") above any portion of the graded surface of the lot where it would be located may be installed, used or otherwise permitted to be located on any lot; provided, however, above-ground pools, spas, jacuzzis, or similar recreational devices or installations that make use of water as primary component in connection with its practical use shall be permitted when they are located within an enclosed lanai on a lot.

No flagpole, other than those permitted by Section 720.304(2)(b), Fla. Stat., as it may be amended from time to time, shall be permitted to be located, installed or used on any lot or other land covered by these restrictions; provided, however, not more than one (1) flagpole may be located, installed or used on any lot or other land covered by these restrictions at any one time and any lot or other land covered by these restrictions which has not been improved with a completed building shall not be permitted to have any flagpole located, installed or used on such lot or other land covered by these restrictions. Any flagpole that is permitted to be located, installed or used on any lot or other land covered by these restrictions shall not be permitted to be located, installed or used unless it is in compliance with any applicable building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances.