

**SECTION 23
PROPERTY OWNER'S ASSOCIATION**

Declaration of Restrictions – Multi-Family Residential

as

Amended and Restated

1998

Prepared by:

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**SECTION 23 – Multi-Family Residential
Declaration of Restrictions**

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SECTION 23

PROPERTY OWNER'S ASSOCIATION, INC.

Declaration of Restrictions, Multi-Family- Residential

WHEREAS, Punta Gorda Isles, Inc., a corporation established under the laws of the State of Florida, is the former owner and developer of the subdivision known as Punta Gorda Isles, Section 23 (PGI Section 23), situated in Charlotte County, Florida, legally described as; Blocks 629 and 635; Block 640, Lots 16 and 17; Blocks 642 through 660 inclusive; Block 683; Block 736 through 739 inclusive: Blocks 741, 744, 745, 746, 758, 159, 760, and 761; Tract C and Tract D, Punta Gorda Isles, Section 23 according to Plat Book thereof as recorded in Plat Book 12, pages 2-A through 2-Z-41 of the Public Records of Charlotte County, Florida.

WHEREAS, the owners and developers, Punta Gorda Isles, Inc., has assigned an rights as Grantor of the aforementioned properties collectively to the purchasers (owners) of the parcels in said property, said purchasers each to hold an equal but undivided share in the Common Property which shall run with the land and

WHEREAS, said property owners have accepted assignment of the properties described and the responsibilities associated therewith and formed the Section 23 - Property Owner's Association, Inc., a Corporation Not For Profit, under the laws of the State of Florida, and therefore, that Association assumes the role of Grantor, and as such, shall exercise no rights, powers or privileges that could influence the tax exempt status or cause said Corporation to lose such status accorded the Association as a Corporation Not For Profit under Internal Revenue Code 26U.S.C. Section 501 ©, and

WHEREAS, the Board of Directors of Section 23 Property Owner's Association, Inc., will be duly elected by and from among the property owners periodically, to act on behalf of the Association and to carry out the purposes for which the Corporation was formed, I.e., to apply uniform covenants, conditions and restrictions that apply to the use and type of building(s) and to promote the development and maintenance of the above described properties in accordance with established Federal, State and local laws, the Florida Not For Profit Corporation Act, Chapter 617 Florida Statutes, the Articles of Incorporation and the Bylaws of Section 23 Property Owner's Association, Inc., and this Declaration of Restrictions, and

WHEREAS, the Board of Directors of Section 23 Property Owner's Association, Inc., will; assure that the common properties, i.e., greenbelts, waterways, lakes, common area swales and easements are maintained; approve plans and specifications for new construction, additions and renovations within the framework of these restrictions; implement and compel observance of the deed restrictions and conduct the day to day business associated with managing and providing these services to the community of PGI Section 23, and

WHEREAS, the properties heretofore described shall be subjected to the laws of the State or Florida, the County or Charlotte, the Articles of Incorporation and Bylaws of Section 23 Property Owner's Association, Inc., and the covenants, conditions and restrictions, herein set forth, all of which shall be binding on each and every owner and resident who shall own, occupy or acquire a parcel or unit or interest in a parcel or unit on any portion of these legally described properties and said covenants, conditions and restrictions shall be equally binding on any prospective heirs, successors, personal representatives, tenants, lessees and assigns thereof, and

WHEREAS, the Declaration of Restrictions previously recorded in O.R. Book 393, page 608; Public Records of Charlotte County, Florida on July 11, 1972 by the developer or Punta Gorda Isles, Inc., a Florida Corporation, and amended in O.R. Book 539, page 860, Public Records of Charlotte County, Florida on September 14, 1976, by that developer, Punta Gorda Isles, Inc., are amended and restated herewith and the Declaration or Restrictions Imposed by the new Grantor, Section 23 Property Owner's Association, Inc., as hereby written, shall prevail.

NOW THEREFORE, In accordance with established laws of the State or Florida, the Articles of Incorporation and Bylaws that govern, the Board of Directors of Section 23 Property Owner's Association, Inc., on the advice and consent of the property owners, does hereby amend the Declaration of Restrictions of PGI Section 23, located in Charlotte County, Florida on the above described land. Said Restrictions to apply to all parcels and units, to future units and to the common properties as the land is developed.

Note: The following amendments to the Declaration of Restrictions of Punta Gorda Isles, Inc., the developer of PGI Section 23, are written to coincide with the Section 23 Property Owner's Association, Inc., assuming the role of Grantor, a role formerly held by that developer. The turnover by the former Grantor to that Association has resulted in extensive changes and the Declaration of Restrictions has been rewritten in its entirety.

DECLARATION OF RESTRICTIONS Amended and Restated

ARTICLE I

RESIDENTIAL USE

The lots located in the subdivision formerly known as PGI Section 23 and legally described heretofore and in the Articles of Incorporation and Bylaws of Section 23 Property Owner's Association, Inc., as amended and restated and recorded respectively with the State of Florida and in the public records of Charlotte County, Florida, are restricted to the permanent construction or multi-unit or single unit residential building(s) on platted parcels. A "unit" shall be herein defined as that portion of a building expressly designed as living quarters for a single family their household servants and guests. Except when otherwise approved by the Board of Directors in writing, as the acting agent or the Association, no more than one building shall be erected on a parcel or lot. Acting as agent of the Grantor, said Board shall approve or deny in writing, any plan or design involving more than one building on a building site, a decision which may be made on the basis of aesthetic appeal and/or other elements determined relevant by that Board.

ARTICLE II

BUSINESS AND COMMERCIAL USE OF THE PROPERTIES

No trade, business or commercial services or other type or commercial activity shall be conducted on or from the subject property, or upon any of the land, or Common Property, or easements covered by these restrictions. This shall not prevent an owner of a dwelling from renting or leasing that dwelling for residential use to a single family. Owners who rent or lease units shall be responsible, for all violations and will be held liable for any damages to the properties, caused by occupants or lessees, notwithstanding that occupants of said unit(s) may be sanctioned for such violations.

The conducting or more than two (2) yard, garage or similar sales in any twelve (12) month period, shall be considered a business and is not permitted. A permit for such sales must be obtained from the Board of Directors prior to conducting each sale. Signs promoting such sales shall not exceed nine inches by twelve inches (9" x 12") and shall only be displayed from sunrise to sunset on the day(s) of the sale. No sale shall last longer than three (3) consecutive days.

ARTICLE III

EASEMENTS

The roads, streets, avenues and other easements abutting the subject properties have been previously dedicated for public use and recorded as such in the property records of Charlotte County, Florida, by the developer, Punta Gorda Isles, Inc. Easements previously reserved by the developer and placed in the records of Charlotte County for subject lots, establishes the distance of six feet (6' 0") in width along the side lot lines and ten feet (10' 0") along the front and rear lot lines (or as platted in the records for lots 3

of atypical configuration) for purposes that includes utilities installation, surface drainage and other improvements that may be required from time to time. In the event that more than one lot is used as a building site, the outer boundaries or said parcels shall carry the easement and the interior lot lines shall be abandoned. Grassed circles (cul de sacs), may be landscaped on approval by the County.

ARTICLE IV

PLANS SPECIFICATIONS AND LOCATION OF BUILDINGS

In order to assure that buildings are constructed in accordance with community guidelines and these restrictions, a complete set of plans (or working drawings) and specifications, including a plot plan (survey), prepared by a licensed surveyor, showing finished floor elevations, location of the building and other structures, e.g., garages, carports, sidewalks, parking areas, swimming pools, spas, hot tubs, terraces, patios, decks, walls, fences, driveways, poles, property lines, setbacks, etc., must be approved by the Board of Directors as meeting the established restrictions before construction begins. The issuance of a building permit or license in contravention with these restrictions shall not prevent the Board of Directors from enforcing these provisions.

Construction plans and specifications must include a full reinforced concrete foundation for garages, carports, parking areas, driveways and sidewalks. (Note: See also Article IX, Garages and Driveways) Foundations (pads), for pool filtering and heating systems, air conditioners, water purifiers and other such ancillary equipment, as well as entrance landings, etc., must be of concrete. State and County building codes, including plumbing and electrical codes, in effect at the time of construction, apply. A tile or shingle roof with a minimum pitch of three to one is required.

No alteration or change in the exterior appearance of the building, or other structures, or in the specifications, or in the plot plan initially approved, shall be made without the expressed approval of the Board of Directors in writing. Further, any alteration, waiver, deviation, variance, or other change, issued by the County Building Department(s) must be resubmitted to the Board of Directors by the contractor(s) for consideration by that Board. Plans, specifications and plot plans may be disapproved by the Board of Directors on the basis of these restrictions and/or on strictly aesthetic grounds as the Board sees fit. Exterior building colors and driveways that are painted or color coated, are subject to approval by the Board of Directors unless these are repainted or color coated the same color as previously approved.

The building(s) must be completed and ready for occupancy within a six (6) month period commencing the day after the lot is cleared unless an extension of that time limit is explicitly authorized by the Board of Directors. The Board of Directors reserves the right to inspect the property from time to time. as construction or the building(s) proceeds, in order to assure that the building is being constructed in accordance with the approved plans and specifications and in compliance with these criteria. In the event inspection reveals that approved plans and specifications have not been followed, both the contractor and the owner shall be notified in writing of the discrepancies and

construction shall stop until compliance or until an agreement is reached. Any legal expense Incurred by the Association to enforce these restrictions shall be paid by the property owner(s). This action shall not influence the time limit set for the completion of construction.

The selection of a builder is a matter left to the purchaser(s) or the unit(s). Thus, the purchaser(s) is responsible for determining the credibility of the builder(s). Governmental agencies and/or financial institutions may inspect the home periodically and take measures to insure compliance with building codes or other areas of specific interest, but, whether the builder(s) or the subcontractor(s) honors their agreements or contractual obligations to the satisfaction of the purchaser(s), is not a matter in which the Association becomes involved. Clearly, these responsibilities must be borne by the property owner(s). Therefore, the Association cannot guarantee that the builder(s) will not default on any contract that he may have with the property owner(s). Accordingly, the Association does not bond any builder, contractor, subcontractor or other person(s) engaged by or on the part of the purchaser(s) to perform services.

ARTICLE V

SETBACK LIMITS AND VARIANCES

All multi-family units, buildings, structures, additions or improvements erected or constructed on a building site or lot in PGI Section 23, shall meet the minimum setback limitations of twenty-five feet (25' 0") in the front, twenty-five feet (25' 0") in the rear, seven and one-half feet (7' 6") at the interior sides and: fifteen feet (15' 0") abutting a road or as otherwise prescribed by the building and zoning regulations or Charlotte County, Florida. Setback, lines for corner lots and lots of irregular shape shall be established as nearly as possible as set forth herein, except that the Board of Directors may consider variations at the time plans for the building are reviewed, and if ultimately approved by the County, a copy of the plot plan will be kept on file by the Association to verify the setback lines(s) as approved.

Variations will be considered by the Board of Directors when circumstances such as topography, natural or man-made obstructions, aesthetic or environmental considerations prevail. However, no variance will be authorized by the Association that violates Charlotte County Code or Zoning Regulations or when such a variance would infringe on the rights and privileges of other property owners.

ARTICLE VI

SQUARE FOOTAGE REQUIREMENTS

Single family homes constructed on parcels zoned for multi-family residential habitation in PGI Section 23, shall not have less than one thousand two hundred (1,200) square feet of living area. Garages, carports, screened porches, lanais, etc., shall not be taken into account in calculating the minimum square foot area of dwelling units under this covenant. In the case of two or more dwelling units per parcel, the area of each unit shall be determined by the square footage of the living area. Each dwelling unit or apartment must have a minimum of eight hundred (800) square feet of air conditioned

living area and is to be used only by a single family, their household servants and guests. Air conditioned living area shall be the sum of the living areas on all floors of the unit. No building shall be higher than two stories or twenty-five feet (25') unless a variation of that requirement is approved in writing by the Board of Directors as agent of the Grantor.

ARTICLE VII

MUNICIPAL WATER SYSTEMS AND WELLS

All units shall be hooked-up to the available municipal water system and the owner(s) or such units shall pay any charges or fees for such hook-ups and service.

The drilling of water wells on the aforescribed parcels, zoned for multi-family use, is permitted only for the purpose or lawn and plant watering, the washing of vehicles or other related uses and shall be in accordance with State, County and municipality laws and regulations that govern their installation and use. Hand dug wells or wells that produce water that causes discoloration are not permitted on the properties.

ARTICLE VIII

SEWERAGE SYSTEMS AND DRAINAGE

Ownership or the use of property in PGI Section 23, is dependent upon the owner or user subscribing for the use of the sewage collection system, thereby obtaining the right to use the sewer system subject to the payment of hook-up charges and periodic use rates as prescribed and charged by the area utilities company or the applicable governmental agency or authority. Septic tanks or drain fields shall not be installed on the properties.

The creation or obstructions or rechanneling the flow of storm water in the swales, ditches, storm sewers, or other drainage element is prohibited without the expressed approval of the Board or Directors or the cognizant governmental agency in writing. Catch basins, lakes, canals, streams easements and other topographical drainage elements are designed to accommodate the natural flow of water and rechanneling or placing of obstructions in these areas will be considered a violation of these restrictions.

ARTICLE IX

GARAGES AND DRIVEWAYS

Garages, whether or not fully attached to the multi-family unit(s) shall be located on the property so as to provide a paved concrete driveway or parking area for parking a minimum of two standard size automobiles per unit. Plans and specifications for such structures as garages, driveways, parking spaces, sidewalks, pads, etc., shall be examined for size, placement and configuration by the Board of Directors prior to construction and must have the expressed written approval of that Board before construction begins. A standard corrugated steel or concrete culvert of sufficient size to accommodate the driveway(s) or parking area(s) shall be installed under the entrance roadway(s) or driveway(s) in the swale (drainage ditch) to promote runoff during heavy rains. Mechanical maintenance and/or repair work, except in emergency situations, or the parking of

inoperable or unlicensed vehicles is not permitted on parking lots, driveways or carports. The requirement that parking areas and driveways be concrete is effective after the date of filing these amended restrictions.

ARTICLE X

SWIMMING POOLS, SPAS, ETC.

All swimming pools, spas, hot tubs, fountains and waterfalls are required to be constructed in compliance with approved design specifications and must be fully screened or fenced. Single family home pools must be screened. Above ground pools are prohibited. Such swimming pools, spas, hot tubs, etc., shall be installed only with the full understanding that neither the Association nor the Board of Directors shall be held liable for any claim, damage, injury or death, occurring as a result of using such facilities, regardless of whether the user(s) is authorized to utilize said facilities.

ARTICLE XI

LAWNS AND LANDSCAPING

Upon completion of a multi-family dwelling in PGI Section 23, the yard and surrounding property shall be sodded with grass on all sides of the unit(s). It being the intent that the surrounding area be well maintained and kept uniformly green. Front and side lawn areas shall be sodded to the pavement as appropriate or otherwise to the property lines. An underground sprinkler system is required after the date of filing these amended covenants. County setbacks and Common Property are to be sodded for a distance of fifty (50) feet between the lot lines toward woodlands, lakes, streams, canals, other waterways and easements as the case may be, at the expense of the owner(s). Parking areas, drives, carports or other paved areas are not allowed, except as included in the specifications and plot plan approved by the Board of Directors.

A basic landscape plan, which includes trees and shrubbery in quality, quantity and design commensurate with the surrounding area, that will enhance the property and meet established criteria for basic grade is required. The replacement of any trees removed to enable construction on the site, must be approved by the Board of Directors and the appropriate governmental agency, before the building permit is issued. Failure to obtain such approval could result in disapproval and delay occupancy. Refusal on the part of the Board of Directors to approve a landscape plan may be based on purely aesthetic grounds which shall be considered sufficient for denial.

A permit to begin construction under these restrictions may be withheld or delayed until landscaping plans meet a standard commensurate with the terms of these restrictions. If an acceptable landscape plan is not carried out in accordance with the approved plan, the Board of Directors may enter the property and/or authorize a landscape contractor to install acceptable landscaping, and make a reasonable charge for doing so, and said charge, unless satisfied, shall become a lien upon the property as provided for under the laws or the State of Florida.

The planting or removal of trees or plantings or any type on or from the Common Property, easements, County properties or right of ways is prohibited without advance approval of the Board of Directors in writing.

ARTICLE XII

WALLS, HEDGES, FENCES AND ENCLOSURES

The height of any wall, hedge, fence or enclosure shall be measured from the property elevation and shall be restricted to height as set forth herein, and shall not exceed that height by placing objects thereon or by growth (as with untrimmed hedges) or by attaching vertical extensions. No wall, hedge, fence or enclosure shall extend beyond the property lines and shall be kept painted and in good repair.

Walls: No wall shall extend forward or outward from the front or rear corner(s) of the building or exceed the three (3) foot height limitation unless said wall(s) is an integral part of the original design or the dwelling, as in Spanish type buildings that often feature a small garden or courtyard or compliment the outside perimeter of a swimming pool in such a home featuring Spanish architecture. All walls that are attached to the main building shall be approved by the Board or Directors before construction begins. Decorative masonry walls or "wingwalls" that extend outward from the side of the main building- shall not exceed the three (3) foot height limitation unless approved by the Board of Directors prior to construction.

Fences: Generally fences are restricted to the three (3) foot height limitation except that fences around swimming pools may be five (5) feet high. No fence shall extend over the property lines, or forward or the front comers of the building into the front yard or parking area, or as in the case of comer property, outward from the sides of the building toward the road.

Enclosures: Masonry, wooden, or enclosures made from other materials and used to shield equipment such as air conditioners, pool equipment, etc., shall be constructed as an extension or the main building and limited to the height or the equipment being shielded. Enclosures installed for the purpose or shielding dumpsters may be twelve inches (12") higher than the highest point of the dumpster that is to be hidden. Such enclosures shall be painted to compliment the surrounding structures.

Walls, hedges, fences or enclosures shall be included in the initial construction plans so far as is practicable, but if subsequently considered, a sketch or the proposed addition(s) shall be submitted to the Board of Directors for their consideration. Questions pertaining to the height of walls, hedges, fences or enclosures should be in writing and addressed to the Board or Directors. The Board shall consider appearance, quality, durability, maintenance and whether or not the wall, hedge, fence or enclosure will create an undesirable affect on adjoining properties or on the community. The Board shall be governed by these restrictions however. and approval or denial by that body will be provided in writing and is binding.

ARTICLE XIII

OTHER STRUCTURES

No temporary buildings, additions or other structures shall be erected in PGI Section 23. Construction or such structures as; gazebos, green-houses, sheds, tents, lean-tos, tree houses, play houses, etc., is prohibited. A single exception to the use of

temporary structures is a portable sanitary toilet, which may be placed on the property being improved and remain thereon while active construction of the residence is taking place. Otherwise, no portable building(s), manufactured homes, motor homes, or trailers may be placed on residential properties.

ARTICLE XIV

SIGNS AND DISPLAYS

Except as otherwise authorized herein, no sign shall be erected on the properties or visibly displayed from the Inside of the building, unless the placement, purpose and size or the sign conforms with the provisions hereinafter stated.

There shall not be more than one (1) "For Sale" or "For Rent" sign and two (2) "No Trespassing" signs on any property at any time. Signs shall be six Inches wide and eight inches long (6" x 8") In size, except that "No Trespassing" signs shall be as large as twelve inches high and twenty inches wide (12" x 20"). Only one (1) industry standard security company sign is permitted per dwelling.

Model homes offered for sale by licensed builders or realtors are governed by the PGI Section 23, model home agreement or subsequent agreement(s) introduced by Section 23 Property Owner's Association, Inc. which must be completed on or before the date a construction permit is issued.

ARTICLE XV

MAINTENANCE

On completion, multi-family homes shall thereafter be maintained in a like new condition. Exterior surfaces, e.g., walls, roofs and trim shall be kept clean and painted. In the event the property is damaged by accident, fire, or natural disaster, the property owner(s) is responsible for any reconstruction required to return the property to the original state within six (6) months of said happening. A U.S. Post Office approved mailbox or mailbox cluster may be installed on the front County easement. Owners are required to keep mailboxes, the supporting post and/or structure painted and in good repair.

No weeds, unsightly growth or underbrush, shall be allowed to grow or remain on any property, including vacant lots, and no refuse pile, mulch, fill or other landscaping material, or unsightly objects or materiel shall remain visible.

Further, all landscaping, i.e., lawns, plants, shrubs, trees, flower beds, etc., is to be maintained in an attractive condition in accordance with the approved landscape plans. Plantings and trees that die or become unattractive must be removed and/ or replaced as soon as possible. The Association, after written notice from the Board of Directors, reserves the right to take corrective measures by having a qualified landscaper correct the deficiencies and bill the property owner(s) and/or lien the property, as appropriate.

ARTICLE XVI

VEHICULAR PARKING

The parking of vehicles is not permitted on vacant lots on a regular basis. No garage or carport shall be erected which is separated from the main building unless

Authorized by the Board of Directors as agent of the Grantor. The parking of vehicles by the family members, servants and guests of the unit owner, shall park in the garage or carport or in the designated parking area. Trucks with a rated capacity of more than one-half (1/2) ton, RV's, motor homes, conversion vans*, campers, boats (or other watercraft) and trailers shall not be parked on any residential property, except that the designated parking area for family members, servants, and guests of the unit owners may be used as a parking area temporarily for guest and for outfitting (for travel) the aforementioned vehicles for a period not to exceed forty-eight (48) hours in any seven (7) day period. Otherwise, the parking and/or storage of trucks having a rated capacity of more than one-half (1/2) ton, RV's, motor homes, conversion vans*, campers, boats (or other watercraft) and trailers is restricted to the garage. *A Board of Directors Resolution that describes the several uses and limitations associated with "conversion vans" applies.

Repair vehicles may park on residential property temporarily for the purpose of performing maintenance and/or repair work for the unit owner(s). No maintenance or repair work shall be performed on any motor vehicle or boat on any lot except within a building totally isolated from view. The outside parking of commercial vehicles used in business, construction, maintenance or repair that feature lettering or advertisement on the vehicle or vehicles that haul visible materials and equipment used in a trade or business, are not permitted on any residential property, County property or on the Common Property, swales or easements, as a matter of course. However, such vehicles may park on residential property during the construction period or when performing a service for an owner or resident or a specifically authorized herein.

ARTICLE XVII

GARBAGE AND TRASH

No homesite, vacant lot, easement, swale, right of way or any part of the Common Property, shall be used or maintained as a dumping ground for rubbish, trash, garbage, grass cuttings, plantings, tree trimmings, building materials, soil, oil, fuel or other waste. Trash, garbage, tree trimmings and building materials to be trashed shall be hidden from view prior to pick-up by the removal agency. All trash and garbage containers and oil and bottle gas tanks shall be underground, screened by shrubs or placed in walled in areas (enclosures) so that they are not visible from the adjoining properties or the roadways. The height of above ground enclosures shall be in compliance with Article XII except as otherwise authorized herein.

The burning of any rubbish, trash, garbage, grass, plantings, tree trimmings or building materials is prohibited on any property in PGI Section 23.

No vehicle that is disabled, wrecked, junked or without current license plate, including maintenance equipment, shall be stored or openly parked on the properties. The height of above ground enclosures shall be in compliance with Article XII except as otherwise authorized herein.

No other trash item may be hung or otherwise displayed outside the building

including but not limited to; scrap metal items, discarded toys, bicycles, appliances, furniture, household furnishings, building materials, ladders, lawn and garden tools or other items that could distract from the beauty of the property. Usable items of the nature described should be property stored out of sight. Well maintained lawn furniture and/or other attractive comfort additions to the property that do not fit the category of rubbish, but rather enhance the property are excepted.

ARTICLE XVIII

ANIMALS AND PETS

No animals, birds, exotic pets, reptiles, livestock poultry of any kind shall be raised, bred or kept in or on any of the aforementioned property except as set forth herein. Dogs, cats and house birds may be kept provided they are not kept, bred or maintained for any commercial purpose. No animal or house bird shall be kept in a manner as to constitute a nuisance. Pets are not permitted to roam free and shall be closely attended and leashed when taken beyond the property lines. Pet owners must clean and remove any fecal deposits made by their pet(s) from any and all areas.

Pets reported to roam free, or that in the sole judgment of the Board of Directors, could endanger the health, safety or welfare of other property owners or their guests, or pets that persistently make objectionable noise or otherwise disturb the residents or the community shall be reported to the appropriate government agency.

ARTICLE XIX

NUISANCES

No activity or business or any act shall be performed or carried on in PGI Section 23, which shall include all platted lots, Common Property, easements, lakes, County owned setbacks and roads, that could be considered an annoyance or, nuisance to the property owners. No act of violence, demonstration, rally, protest or violation of the law staged or committed upon the properties or against the property owners shall be condoned, nor shall any activity or business, or act take place which may be regarded as inconsiderate, or as an annoyance or nuisance that disturbs the peace and quiet of the community. No act that interferes with the rights, comforts and pleasures or the property owners and their families, guests, invitees or lessees will be tolerated.

Property owners will be held accountable for their own conduct and for the conduct of their families, guests, invitees, lessees/tenants in this regard, and for assuring that the aforesaid are informed of these restrictions.

ARTICLE XX

FIREARMS

The discharge of firearms and the use or weapons, incendiaries, explosives, including unauthorized fires and other devices used for the destruction of life and property in PGI Section 23, is prohibited. The terms "firearms" and "weapons" include but are not limited to; pistols, rifles, machine guns, pellet guns, "B-B" guns, spear guns, bows and arrows, unlawful knives, and any projectile propelling device, regardless of size.

whether lawful or unlawful, that could cause injury or death to humans or animal life and/or damage property.

ARTICLE XXI

LAUNDRY DRYING AREA

Clothes lines, including removable "umbrella" type clothes dryers may not be used for drying laundry outside or the residence. The hanging of garments, rugs, bedding or other items from trees, windows, balconies, pool enclosures, or other structures outside the building for drying or airing, is prohibited.

ARTICLE XXII

COMMON PROPERTY

General Adjacent to the rear, and in some cases the side lot lines or the building lots, are areas designated as "Tract A" on the recorded plats, known as the Common Property. That designation identifies; pedestrian walkways, greenbelts (grassed or wooded areas), lakes, streams, canals, swales and easements. It is understood and agreed that each owner(s) or an aforescribed multi-family unit shall have an equal, but undivided, interest in the properties so identified and the tenants or said unit owners shall have the use thereof so long as said tenants remain tenants in PGI Section 23, and observe these restrictions.

It is also understood and agreed that these restrictions prohibit further subdivision of the Common Property, which is hereby declared to be appurtenant to each lot, and such undivided interest shall not be conveyed, devised, encumbered, divided or dealt with separately from the lot(s), but shall be included with the lot(s), although such interest is not expressly mentioned as a part of the property or described in the conveyance or other instrument.

The Association hereby, and each subsequent owner(s) or any interest in a lot(s), or in the Common Property described herein, by acceptance or a conveyance or any transfer or an interest, waives the right of a petition or any interest in the Common Property under the laws of the State of Florida. Owners may freely convey an interest in a lot(s) together with an undivided interest in the Common Property, subject to the provisions of this Declaration.

All owners of lots and the tenants or said owners, shall have as an appurtenance to that owner's lot(s), a perpetual easement for ingress and egress from said lots, over and through the Common Property, in common with all other persons owning or legally having an interest in any lot(s) in the aforementioned plat.

It is the Intent of the Association, that the Common Property be preserved for the exclusive enjoyment of the owners or the lots herein described, their family members, tenants and guests, subject to these restrictions and the rights or enforcement of said rules or regulations imposed are reserved unto the Board of Directors. as representatives of the Association. However, use of the Common Property shall be at the sole risk of the owner(s), the owner's family, guests, household servants and tenants or violators not

authorized to use these amenities, all of whom shall be held responsible and liable for any claim, damage, accident, injury or death occurring or related to their use of the properties. The following typical restrictions are subject to full enforcement, but, the addition of other restrictions, as the need arises from time to time, shall be the prerogative of the Association, such restrictions to receive enforcement treatment equal to those addressed herein.

1. There shall be no additions or removals or cutting of trees or plants or picking of flowers by property owners, their family members, household servants, guests or tenants, nor shall said persons be permitted to place any permanent fixtures, such as; buildings, benches, barbecue pits, or structures or any type on the Common Property.

2. Automobiles, trucks, construction equipment, motorcycles, motor bikes, all terrain vehicles (ATV), golf carts and other motorized vehicles, or non-motorized forms of transportation, e.g., riding horseback, shall not be allowed or permitted to travel over the Common Property unless such access or travel is authorized herein.

3. Access to the lakes through the Common Property or greenbelt areas, or from platted lots or easements by vehicle or the parking of vehicles on or near the shoreline or any lake or on the Common Property is prohibited unless specifically excepted under these restrictions.

4. The equipment and vehicles necessary to maintain the Common Property and the personnel assigned to perform maintenance and development of said properties are excepted from the above restrictions while providing said maintenance and development at the direction of the Board of Directors or that Board's assigns.

The Lakes

1. The lake systems of PGI Section 23, are under the management and control of the Board of Directors as the representatives of: the Association and are maintained for the property owners, their families, guests and tenants only, but neither that Board nor the Association are to be held responsible for the protection of the users, whether or not such users are owners, residents, guests or tenants. Nonresidents are prohibited from using the lake system and the greenbelt areas for any purpose unless accompanied by a property owner and when engaging in activity that is specifically authorized by these restrictions. Swimming in the lake system is prohibited. Children under the age of twelve (12) years must be accompanied by an adult when utilizing the lake system.

2. The use of canoes, flat bottom boats, jon boats, pontoon boats or any other type or boat, is permitted so long as these do not exceed sixteen (16) feet in length and are properly equipped with personal flotation devices. The use of gasoline motors is prohibited. The use of electric motors of more than five (5) horsepower is prohibited. Boats or other watercraft are not to be left in the lake system or on the Common Property at any time and must be stored out of view when not in use.

3. The use of nets, spears, explosives, lights, chum, etc., is prohibited. Fishing with a single hook and line only, with live or artificial bait is permitted.

4. No docks, piers, bridges or other structures shall be constructed on or over any

body of water, swale or easement, unless such structure is expressly approved in writing by the Board of Directors. Any unauthorized modification of the weirs or other lake level control devices or structures is prohibited.

5. No grass, clippings, refuse, building materials, waste, or pollutants or any kind, shall be dumped in any part of the lake system, along the shore line or on the Common Property at any time. The Board or Directors shall have the authority to have such debris or refuse removed and shall be reimbursed for the cost of such removal by any owner(s) who is responsible, or whose family members, guests, household servants, or lessees are responsible therefor.

6. A regular maintenance program will be followed to contain noxious aquatic weed growth. Regardless, the Association, the Board of Directors or employees or agents engaged by them, whether paid or unpaid, shall not be held responsible for any sickness, accident, injury, death or property damage which might be attributed to the use of recreational vehicles and/ or equipment or which results from the use of the lake system or Common Property, whether or not such use is authorized.

MANAGEMENT AND CONTROL

1. The Board or Directors shall represent the Association and assume the authority and responsibilities reserved unto that Board as stated herein, the primary task of which is to undertake the management and maintenance of the Common Property and implement any future changes and improvements that may be adopted by the Association from time to time in that regard. The Association reserves the right to establish fees and reasonable standards to be followed by the Board in the business of carrying out the responsibilities of management and control of PGI Section 23.

2. The owner or a lot or parcel, shall represent one (1) membership in the Section 23 Property Owner's Association, Inc., and that owner, purchaser, or optionee, whichever the case may be, shall become a fee paying member thereof immediately upon obtaining an interest in the aforescribed lands. Said fees to include funds for the maintenance, management and administration necessary to preserve the Common Property.

3. The cost of such management and maintenance on the part of the Section 23 Property Owner's, Inc., which shall include appropriate landscaping and any changes approved and authorized by the Association membership, shall be divided equally among the lot owners of property in PGI Section 23 on an equal pay per lot basis, payable upon the rendering of a bill by the Board of Directors or said Property Owner's Association. That Board shall prepare an annual operating budget which shall be subject to the approval of the Association membership at the annual meeting of the property owners. On approval of the operating budget, the Board shall contract for services and see to the administration of funds. A lien(s) which shall be enforceable under the laws of the State of Florida, may be placed on the property of any owner(s) for non-payment of such maintenance fees. Said lien(s) to include the cost of collecting the delinquent maintenance fees and attorney fees as applicable.

4. Anything to the contrary notwithstanding, the Association reserves unto itself

its successors or assigns the rights and privileges to dredge, fill, grade, install drainage, drill wells, form lakes and streams, install water lines and other underground utilities, pathways, benches and other structures deemed by the Association, its successors or assigns to be desirable: to landscape or to make other improvements necessary to the further development or the Common Property and to maintain the same, utilizing the appropriate equipment to do so and using the Board or Directors as its agent.

ARTICLE XXIII

VIOLATIONS

Violation or breach or any condition, restriction or covenant herein contained, by any person or concern claiming under the Association, or by virtue of any judicial proceeding, shall give the Association or the Board or Directors acting in its stead, in addition to all other remedies, the right to take legal action on behalf of the Association, in order to compel compliance with the terms of said conditions, restrictions and covenants and to prevent the violation or breach or any or them. In addition to the foregoing, the Board shall have the right, wherever there shall exist a violation of these restrictions, to enter upon the property or to defer to the appropriate authority to do so, where such violation exists and summarily abate or remove the same & at the expense of the applicant, purchaser, optionee or lessee, and such entry of abatement or removal shall not be deemed a trespass. The expense of these remedies shall be borne by the property owner(s) in violation and shall include reasonable legal fees associated with such enforcement, in addition to any other expenses that might be incurred.

ARTICLE XXIV

ENFORCEMENT OF RESTRICTIONS

Failure of the Association or the Board or Directors acting therefore, to enforce any article of these restrictions, covenants, conditions, obligations, rights or powers herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these said restrictions, covenants, conditions, obligations, rights or powers as to the same violation or as to a breach or violation occurring prior to or subsequent thereto.

ARTICLE XXV

AMENDMENT

The Association, as Grantor, reserves the right to hereafter, from time to time, amend, restate, modify add to or delete from any part or all of this Declaration of Restrictions with the advice and consent of a majority of the property owners in good standing, present and voting or voting by absentee ballot, or at a properly noticed meeting called for the purpose. Voting by proxy is prohibited. The Articles or Incorporation of Section 23 Property Owner's Association, Inc., shall apply to any and all such amendments. The Bylaws or the Association shall apply except that criteria specifically applicable to multi-family homes only shall be overriding.

ARTICLE XXVI

RIGHTS OF THE BOARD OF DIRECTORS

The Board of Directors, Section 23, Property Owner's Association, Inc., while acting as the agent of the Section 23 Property Owner's Association, Inc., reserves the right to itself, its assigns, employees and any contractor or subcontractor, dealing with the Board, to enter upon the land covered by these restrictions, for the purpose of carrying out and completing the development of the property, including, but not limited to completing any dredging, filling, grading or installation of drainage, water lines or sewer lines. The rights of the Board, as the agent of the Association, shall also apply to any additional improvements that the Board has been authorized to make, including but not limited to streets, sidewalks, curbs, gutters, trees or other beautification. In this regard, the Board agrees to restore any property that might be damaged due to the installation of such improvements, to the condition at the time of entry and shall have, no further obligation to the community, an owner, or lessee in connection therewith. The work performed under the above provisions shall in no way constitute a lien or personal liability on the owner or lessee, whichever the case may be.

ARTICLE XXVII

RECREATIONAL AMENITIES

The Association shall have the right but not the obligation to furnish facilities, amenities and/or services for the property owners of PGI Section 23, and to charge a reasonable fee for providing such facilities, amenities and/or services, and for the upkeep and maintenance thereof. When community facilities and amenities, e.g., clubhouse, swimming pool(s), playgrounds or other recreational facilities, amenities and/or services are provided by the Association for use by the property owners, their families, guests and tenants, these facilities, amenities and/or services shall be used at the sole risk of the user, and therefore, neither the Association nor their respective agents or employees or the Board of Directors. shall be held liable for any claim, damage, injury or death occurring thereon or as a result of utilizing such facilities, amenities and/ or services. This disclaimer also applies to uninvited non-residents.

Neither the Association nor the Board of Directors as agent for the Association shall be obligated to provide such facilities, amenities and/or services as mentioned above. However, the construction of a community clubhouse or other facilities or amenities shall be determined by a two-thirds majority vote of the Association membership voting on the issue at the annual meeting or at a properly noticed special meeting called for that purpose.

ARTICLE XXVIII

INVALIDITY CLAUSE

Invalidity of any of these covenants, conditions and restrictions by a court of competent jurisdiction shall in no way affect any of the other covenants, conditions and restrictions which shall remain in full force and effect.

ARTICLE XXIX

PUBLIC RECORD

The Declaration of Restrictions recorded by the former developer, Punta Gorda Isles, Inc., applicable to the subdivision, referred to as PGI Section 23 at that time, appearing in O.R. Book 393, pages 600 and 608, Public Records of Charlotte County, Florida, July 11, 1972 and as amended in O.R. Book 539, Book 411, pages 858, 860, 891 and 979, Public Records of Charlotte County, Florida, September 14, 1976 and as amended in O.R. Book 783, pages 570, 571 and 572 Public Records of Charlotte County, Florida, August 1, 1984 are hereby amended in the name of Section 23 Property Owner's Association, Inc., and appear in O.R. Book _____, pages _____ through _____, Public Records of Charlotte County, Florida.

The amendments herein set forth, were approved by the membership of Section 23, Property Owner's Association, Inc., in accordance with the Articles of Incorporation and Bylaws of that Corporation on the 13th day of October 1998.

IN WITNESS WHEREOF we have hereunto set our hands at Punta Gorda, Florida, this 27 day of October 1998

William G. Cone
William G. Cone, President

Missouri A. Klea
Witness

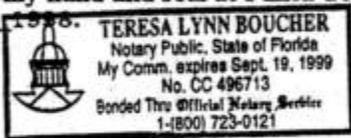
Linda K. Durbin
Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

BEFORE ME, a person duly authorized to administer oaths and take acknowledgements, personally appeared William G. Cone, to me persons well known, who were placed under oath given in due form of law and who state that he executed the foregoing Amendment for the uses and purposes set forth therein.

WITNESS my hand and seal at Punta Gorda, Charlotte County, Florida, this 27 day of October 1998.

(affix Seal)



Teresa Lynn Boucher
Notary Public - State of Florida

IN WITNESS WHEREOF we have hereunto set our hands at Punta Gorda, Florida, this 27 day of October 1998

Gladwin O. Unrau
Gladwin O. Unrau, Vice President

Frederick J. Alvey
Witness

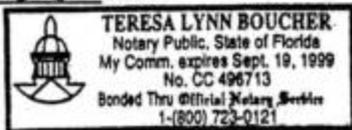
Elaine A. Unrau
Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

BEFORE ME, a person duly authorized to administer oaths and take acknowledgements, personally appeared Gladwin O. Unrau, to me persons well known, who were placed under oath given in due form of law and who state that he executed the foregoing Amendment for the uses and purposes set forth therein.

WITNESS my hand and seal at Punta Gorda, Charlotte County, Florida, this 27 day of OCTOBER 1998.

(affix Seal)



Teresa Lynn Boucher
Notary Public - State of Florida