

SECTION 23 PROPERTY OWNER'S ASSOCIATION
Declaration of Restrictions - Multi-Family Residential
Amended and Restated 10/13/1998 (Book 1652, Pages 1944 - 1962)

Amendments

October 25, 2017 - **Article XVI (Book 4254, Pages 470 - 472)**
October 16, 2019 - Article II (Book 4506, Pages 1256 - 1261)
October 16, 2019 - **Article VI (Book 4506, Pages 1256 - 1261)**
October 16, 2019 - Article XIV (Book 4506, Pages 1256 - 1261)
October 16, 2019 - Article XVI (Book 4506, Pages 1256 - 1261)
October 16, 2019 - Article XVIII (Book 4506, Pages 1256 - 1261)
October 21, 2023 - Article IV (Instrument #3361813)
October 19, 2024 - **Article VI (Instrument #3476470)**
 - Article X (Instrument #3476470)
 - Article XI (Instrument #3476470)
 - Article XII (Instrument #3476470)
 - Article XX (Instrument #3476470)

Section 23 Property Owner's Association, Inc.
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Note - Amendment list above has been prepared by and is updated by Section 23 Board of Directors as necessary after each DC Section 23 Annual Meeting. The Amendment listing above serves as a historical tool for all association members to locate and review all Deed Restriction changes that have been voted upon, and approved, at past Deep Creek Section 23 Annual Meetings. Items highlighted in **yellow** above indicate that the particular Article was subsequently amended again. Book numbers, Page numbers, and Instrument numbers referenced above can be located online on Charlotte County, Florida, Clerk of Court Official Records website. Charlotte County commenced using Instrument numbers in lieu of Book and Page numbers in 2022.

SECTION 23 – Multi-Family Residential Declaration of Restrictions

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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 of 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 for a period of not less than one (1) month. 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 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

All buildings, additions, enclosures, swimming pools, fences, driveways, etc. must be constructed in accordance with all Deep Creek Section 23 Deed Restrictions, Policies, and Permits as approved by the Board of Directors to ensure compliance with established criteria. All Charlotte County, FL building codes including plumbing and electrical codes in effect at the time of construction apply.

All residential homes, whether single family (RSF) or multi-family (RMF) in PGI Section 23 are to be constructed on site. Modular, manufactured, mobile or other descriptive language used to classify or describe homes having the principle components manufactured in a production line environment and / or pre-assembled in large sections or modules in a factory located elsewhere and then transported to the building site for the joining of said sections or modules, are not to be erected or assembled in PGI Section 23. The aforementioned does not apply to pre-engineered roof trusses that are to be used in the construction of a home built to community standards of the building site. The issuance of a building permit or license inconsistent 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 under the entire structure. Perimeter walls shall be directly attached to the foundation footings. Foundations/pads, not directly attached to the building foundation for pool filtering and heating systems, air conditioners, water purifiers or other such ancillary equipment must be of concrete or other material specifically designed and approved for this purpose. Driveways and entrance landings must be of concrete or pavers designed for this purpose in accordance with Charlotte County, FL Building Codes. Roofing materials must be of shingle, tile, or metal. Metal roofs may simulate shingle or tile. A minimum pitch of three to one is standard for all roofs. Flat sheet metal roofs made of tin, aluminum, galvanized metal or other material not specifically identified here, requires approval of the Board of Directors before construction begins.

No alteration or change in the exterior appearance of the building, driveway, 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), after the initial approval, 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 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 ensure 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 or provide products.

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.

Variances 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

No building lot on parcels zoned for the multi-family shall be subdivided. Single family homes constructed on parcels zoned for multi-family residential habitation in PGI Section 23, shall not have less than two thousand (2000) 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 one thousand (1000) 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 thirty-five feet (35') 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 afore described 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 of 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 of 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. Duplex, triplex and single-family home pools must be screened, and are to be constructed with a minimum rear setback limitation of ten feet (10'0") from the rear property line. Above ground pools are prohibited. Swimming pools, spas, hot tubs, etc., shall be installed 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, 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. Duplex and Triplex dwellings are exempt from the required sprinkler system. 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 of any type on or from the Common Property, easements, County properties or right-of-way is prohibited without advance approval of the Board of Directors in writing.

ARTICLE XII

WALLS, HEDGES, FENCES AND ENCLOSURES

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 homes that often feature a small garden or courtyard or compliment the outside perimeter of a swimming pool in such a home featuring Spanish architecture. The height of walls shall be measured from the property elevation. No wall shall extend beyond the property line. All walls that are attached to the main building shall be approved by the Board of Directors before construction begins. Decorative masonry walls or “wing walls” 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. Walls shall be kept in good repair.

Hedges: All hedges are restricted to the four (4) foot height limitation. The height of hedges shall be measured from the property elevation. No hedge shall extend beyond the property line and shall be kept trimmed.

Fences: All fences are restricted to the four (4) foot height limitation except fences around swimming pools may be five (5) feet high. The height of fences shall be measured from the property elevation. No fence shall extend over the property lines, or forward or the front corners of the building into the front yard or parking area, or as in the case of corner property, outward from the sides of the building toward the road. Fences shall be kept in good repair.

Enclosures: Masonry, wooden, or vinyl enclosures may be constructed for the purpose of shielding from sight garbage containers, air conditioning units, pool equipment and rain barrels. Enclosures are to be constructed as an extension to the main building and limited to the height of 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 complement the surrounding structures. Enclosures shall be kept clean and in good repair.

Walls, hedges, fences, or enclosures shall be included in the initial construction plans so far as is practicable, but if subsequently considered, a sketch of 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 of Directors. The Board shall consider appearance, quality, durability, maintenance and whether or not the wall, hedge, fence or enclosure will create an undesirable effect 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 of 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 one (1) "No Trespassing" sign on any property at any time. Signs shall be six Inches wide and eight inches long (6" x 8") in size. 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

Parking of vehicles is not permitted on vacant lots or Common Property. Vehicle parking by family members and guests of the homeowner shall be on the driveway. Trucks with a rated capacity of one (1) ton or more and trailers are prohibited. Vehicles including, but not limited to, off-road vehicles, ATVs, riding mowers, golf carts, and other vehicles that are not licensed for on the road use shall not be parked on any residential property. The parking of the aforementioned vehicles is restricted to the garage only.

Recreational vehicles (RV's, motor homes, campers, boats, conversion vans, etc.) may temporarily park on a driveway for the purpose of cleaning and outfitting for travel not to exceed one day. Should an emergency or other circumstance dictate additional time, that extension of time must be approved by the Association Manager before the end of the one-day limit. This approval must be obtained via email or phone call to the Section 23 POA.

Commercial vehicles may park temporarily on residential property during normal working hours for the purpose of performing maintenance and/or repair work for the homeowner. No maintenance or repair work shall be performed on any motor vehicle or boat on any lot except within a building where the work is 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/or equipment used in a trade or business are not permitted on any residential property or Common Property. However, such vehicles may park on residential property during the construction of a residence or as otherwise specifically permitted herein.

Any waiver to the above requires written permission from the POA

ARTICLE XVII

GARBAGE AND TRASH

No home site, 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 accepted.

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 under the control of the owner at all times either in a fenced yard or leashed. Pet owners must clear 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 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 afore described 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 or a petition or any interest in the Common Property under the laws of the State or 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 or 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 of 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 of 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 afore described 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 or 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 or 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 or 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 of 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 of 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 of 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 of 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. The Articles of 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.