

SECTION 23 PROPERTY OWNER'S ASSOCIATION
Declaration of Restrictions - Single Family Residential
Amended and Restated 10/29/1996 (Book 1515, Pages 1909-1927)

Amendments

October 13, 1998 - Article IV (Book 1672, Pages 2113 - 2114)
October 21, 2003 - Article VI (Book 2390, Pages 1036 - 1037)
October 19, 2004 - Article VI (Book 2585, Pages 1703 - 1704)
October 15, 2008 - Article XII (Book 3343, Pages 347 - 350)
- Article XVI (Book 3343, Pages 347 - 350)
October 14, 2015 - Article XII (Book 4038, Pages 437 - 440)
October 19, 2016 - Article XVI (Book 4149, Page 966 - 969)
October 17, 2018 - Article II (Book 4382, Pages 1231 - 1234)
- Article XVIII (Book 4382, Pages 1231 - 1234)
October 16, 2019 - Article VI (Book 4506, Pages 1262 - 1267)
- Article XII (Book 4506, Pages 1262 - 1267)
- Article XVI (Book 4506, Pages 1262 - 1267)
October 22, 2022 - Article X (Instrument #3183572)
October 21, 2023 - Article IV (Instrument #3361812)
October 19, 2024 - Article XII (Instrument #3476469)
- Article XX (Instrument #3476469)

Section 23 Property Owner's Association, Inc.
26217 Rampart Blvd
Punta Gorda, FL 33983

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 -Single Family Residential

Declaration of Restrictions

INDEX

Article No.	Title	Page No.
I	Residential Use	3
II	Business and Commercial Use of the Properties	4
III	Easements	5
IV	Plans, Specifications and Location of Buildings	6 & 7
V	Setback Limits and Variances	8
VI	Square Footage Requirements	9
VII	Municipal Water Systems and Wells	10
VIII	Sewerage Systems and Drainage	11
IX	Garages and Driveways	12
X	Swimming Pools, Spas, Etc.	13
XI	Lawns and Landscaping	14
XII	Walls, Hedges, Fences and Enclosures	15
XIII	Other Structures	16
XIV	Signs and Displays	17
XV	Maintenance	18
XVI	Vehicular Parking	19
XVII	Garbage and Trash	20
XVIII	Animals and Pets	21
XIX	Nuisances	22
XXI	Laundry Drying Area	23
XXII	Common Property	24-27
XXIII	Violations	28
XXIV	Enforcement of Restrictions	29
XXV	Amendment	30
XXVI	Rights of the Board of Directors	31
XXVII	Facilities, Amenities and Services	32
XXVIII	Invalidity	33
XXIX	Public Record	34 & 35

ARTICLE 1

RESIDENTIAL USE

The lots legally described heretofore on page one, located in the subdivision formerly known as PGI Section 23 and in the Articles of Incorporation and Bylaws of Section 23, Property Owner's Association, Inc., as amended, and as platted and recorded in the public records of Charlotte County, Florida, are restricted to the permanent construction of a single building on a building site, or lot, to be used by one family, their household servants and guests as a single family dwelling only.

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 or a dwelling from renting or leasing that owner's 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 of 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 such easements, abutting the properties herein described, have been dedicated to 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 including utilities installation, surface drainage or 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 of said site(s) 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 LOCATIONS 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. Moreover 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 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 or owners. 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 of the home. Thus, the purchaser is responsible for determining the credibility of the builder. 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 or the subcontractors honor their agreements or contractual obligations to the satisfaction of the purchaser, is not a matter in which the Association becomes involved. Clearly, these responsibilities must be borne by the buyer. Therefore, the Association cannot guarantee that the builder will not default on any contract that he may have with the buyer. Accordingly, the Association does not bond any builder, contractor, subcontractor, manufacturer or other person(s) engaged by or on the part of the property owner to perform services or provide products.

ARTICLE V

SETBACK LIMITS AND VARIANCES

All buildings, structures, additions or improvements erected or constructed on a building site or lot in POI Section 23 shall meet the minimum setback limitations of twenty-five feet (25'0") in the front, fifteen feet (15'0") in the rear and seven and one-half feet (7.5') at the sides. 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. Construction shall be in compliance with the building and zoning codes of Charlotte County, Florida.

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 when such a variance would infringe on the rights and privileges of other property owners.

ARTICLE VI

SQUARE FOOTAGE REQUIREMENTS

Homes constructed on lots zoned for one single family residential building in PGI. Section 23, shall not have less than two thousand (2,000) square feet of living area. The method of determining the square foot area of proposed buildings and structures, or additions and enlargements thereto shall be calculated on the basis of total air conditioned living area, using the outside dimensions of the living area at each floor level only. Garages roofed screened porches, lanais, swimming pools.etc., shall not be taken into account in calculating the square footage of the living area. 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 unit owners shall hook-up to the available municipal water system and pay any charges or fees for such hook-up and service.

The drilling of water wells on the afore described lots for the purpose of lawn and plant watering, the washing of vehicles or other uses shall be in accordance with State, County and municipality laws and regulations governing 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 now or 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

A garage that is fully attached to the home and located on the property so as to provide a paved concrete driveway for parking a minimum of one and one-half standard size automobiles is required. Plans and specifications for such structures as garages, driveways, 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 is to be installed under the driveway in the swale (drainage ditch) to promote runoff during heavy rains. Mechanical maintenance and/ or repair work, except in emergency or the parking of inoperable vehicles is not permitted on driveways. Carports are not permitted.

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, and may be constructed with a minimum rear setback limitation of ten feet (10'0") from the rear property line. 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 is authorized to build and utilize said facilities. Above ground pools are prohibited.

ARTICLE XI

LAWNS AND LANDSCAPING

Upon completion of a dwelling in PGI Section 23, the yard shall be sodded with grass on all sides of the building. It being the intent that the lawn 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. 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 homeowner. Parking strips, drives or other paved areas are not allowed, except as included and approved in the specifications and the plot plan.

A basic landscape plan, which includes trees and shrubbery in quality, quantity and design commensurate with the surrounding homes that will enhance the property and meet established criteria for basic grade and for the replacement of any trees removed to enable construction on the site, must be approved by the Board of Directors 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 of the State of Florida.

The planting or removal of trees or planting of 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

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 is an integral part of the original design of 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 “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. 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 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. The height of fences shall be measured from the property elevation. No fence shall extend beyond the property line, or forward of the front corners of the building into the front yard, 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, metal, 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 a minimum five (5) feet and a maximum six (6) feet height. Enclosures shall be of solid construction and shall not enclose more than sixty-four (64) square feet per residence, with a maximum of two enclosures per residence. The height of enclosures shall be measured from the property elevation. No enclosure shall extend more than five (5) feet from the house. Such enclosures shall complement the color of the main building. 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), indicating size, material and location relative to the main building and property lines 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 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 or other structures shall be erected in PGI Section 23. Construction of such structures as; gazebos, green-houses, sheds, tents, lean-tos, tree houses, playhouses, etc. is prohibited. A single exception to the use or 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.

ARTICLES 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 lot at any time, and no such sign shall be larger than six inches wide and eight inches long (6" x 8") in size. One industry standard security company sign is permitted per dwelling.

Models or units offered for sale by licensed builders or realtors are governed by the PGI Section 23, Property Owner's Association, Inc., 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, 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 may be installed on the front County easement. Owners are required to keep their mailbox and the supporting post 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 material shall be left in view as a matter of course.

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.

ARTICLES 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, and tree trimmings, building materials, soil, oil, fuel or other waste.

All trash and garbage containers and oil and bottle gas tanks shall be underground, screened by shrubs or placed in walled-in areas (enclosures) at the rear or side of the building so that they are not visible from the adjoining properties or the roadways. The height of above ground enclosures shall be in compliance with the restrictions imposed on walls, hedges, fences and enclosures set forth in Article XII.

Trash, garbage, tree trimmings and building materials to be trashed shall also be hidden from view prior to being placed at the edge of the roadway, which shall be no sooner than the day preceding the day of pick-up by the removal agency. The burning of any rubbish, trash, garbage, grass, plantings, tree trimmings or building materials is prohibited.

No vehicle, whether disabled, wrecked, junked or without a current license plate, including maintenance equipment, shall be stored or openly parked on the properties. No other trashed 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 properly 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, reptiles, livestock or 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 of the properties.

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 of 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, 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 convenience of 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 and/ or lessees in this regard, and for assuring that the aforesaid are informed of these restrictions.

ARTICLE XXI

LAUNDRY DRYING AREA

Removable “umbrella” type clothes dryers may be used for drying laundry outside and in the rear yard of the residence, only during the drying period and when clothes being dried cannot be seen from the roadways. Said umbrella clothes dryers shall be removed and stored out of view immediately after use. 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

Adjacent to the rear, and in some cases the side lot lines of the building lots, are areas designated as Track 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) of an afore described building lot shall have an equal, but undivided, interest in the properties so identified.

It is also understood and agreed that these restrictions prohibit further sub- division 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. Such interest shall be conveyed, devised, encumbered or otherwise included with the lot, 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) of any interest in a lot, or in the Common Property described herein, by acceptance of a conveyance or any interest transferring an interest, waives the right of a petition of any interest in the Common Property under the laws of the State or Florida. Owners may freely convey an interest in a lot together with an undivided interest in the afore stated Common Property, subject to the provisions of this Declaration.

All owners of lots shall have as an appurtenance to their lot, a perpetual easement for ingress and egress from their lots, over and through the Common Property, in common with all other persons owning an interest in any lot in the afore stated plat.

It is the intent of the Association, that the Common Property be preserved for the exclusive enjoyment of the owners of the lots herein described, their family members, and guests, subject to these restrictions and any rules or regulations imposed herein and the rights or enforcement reserved by 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 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 or guests, nor shall said persons be permitted to place any permanent fixtures, such as; buildings, benches, barbecue pits, or structures of 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 expressly 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 exempted 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 and guests 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 or guests. 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. 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.
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 of 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 or such removal by any owner(s) who is responsible, or whose family members, guests, household servants, or lessees are responsible therefor.

MANAGEMENT AND CONTROL

1. The Board of 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.
2. The owner of a lot or parcel, shall represent one (1) membership in 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, which shall include appropriate landscaping and any changes approved and authorized by the Association membership, shall be divided equally among the lot owners on an equal pay per lot basis, payable upon the rendering of a bill by the Board of Directors. The 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 of 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 of 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 of 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 where such violation of said restrictions exist and summarily abate or remove the same at the expense of the applicant, purchaser, optioned or lessee, and such entry or 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 or 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 articles of 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, 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 at an annual meeting. or a properly noticed special meeting called for the purpose. The Articles of Incorporation and Bylaws of Section 23, Property Owner's Association, Inc., shall apply to any and all such amendments.

ARTICLE XXVI

RIGHTS OF THE BOARD OF DIRECTORS

The Board of Directors, while acting as the agent of the Association, 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 beautifications. 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

FACILITIES, AMENITIES AND SERVICES

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 facilities, amenities and/ or services are provided by the Association for use by the property owners, their families and guests, 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 607, Public Records of Charlotte County, Florida, July 11, 1972 and as amended in O.R. Book 539, pages 858, 859 and 891 through 894, Public Records of Charlotte County, Florida, September 14, 1976 and as amended in O.R. Book 783, pages 570 through 573, 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 1515, pages ,1909, thru, 1927, Public Records of Charlotte County, Florida,_____, 1997.

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 29th day of October 1996.

IN WITNESS WHEREOF we have hereunto set our hands at Punta Gorda, Florida, this 30th day of January 1997

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 30th day of January 1997.

(affix Seal)

WITNESS my hand and seal at Punta Gorda, Charlotte County, Florida, this 30th day of January 1997.

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 30th day of January 1997.

(affix Seal)