

This instrument prepared by:
JAMES E. MOORE, III
Attorney at Law
201 E. Marion Avenue
Suite 202
Punta Gorda, Florida, 33950

OR BOOK 1233, Page 975

DECLARATION OF RESTRICTIONS SECTION 22 - MULTI-FAMILY

WHEREAS, PUNTA GORDA ISLES, INC., hereinafter called the Grantor, a Corporation under the laws of the State of Florida is the owner in fee simple of the following subdivision situated in Lee County, Florida, to-wit:

All of Blocks 990' through 1011 of Punta Gorda Isles, Section 22, according to Plat Book thereof as recorded in Plat book 28, Pages 118 through 138, of the Public Records of Lee County, Florida.

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

1. RESIDENTIAL USE, MULTI-FAMILY

The lands aforementioned including all tracts enlarged or recreated by shifting or relocation of side boundary lines, are restricted to the use of a multi unit or single unit residential building. A "unit" shall be herein and hereinafter defined as that portion of building expressly designed as living quarters for a single family, their household servants and guests. Only one building shall be erected to the tract unless the Grantor should approve, in writing, the design involving more than one building which decision the Grantor shall make in its sole and uncontrolled discretion using as its guide the aesthetic appeal. A construction shed may be placed on a tract and remain there temporarily during the course of active construction or a residence. Otherwise, no portable buildings or trailers may be moved on the tract.

2. NO TRADE, BUSINESS, PROFESSION, ETC,

No trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions without the express written consent of the Grantor. This shall not prevent an owner of a building from renting said property for residential use.

3. LAWNS AND LANDSCAPING

All lawns on all sides of the buildings on the above mentioned land shall extend to the pavement line. No parking strips, drives or paved areas are to be allowed except an

approved on the plot plan of the plans and specifications. Upon the completion of the building(s) on the above mentioned land, the lawn area on all sides of the buildings up to and including the lot line shall be completely sodded with grass and a watering system capable of keeping this grass sufficiently irrigated shall be installed unless a smaller area shall be approved, in writing, by Grantor, it being the Grantor's intent that the lawn area shall be uniformly green, luxuriant and well kept.

A comprehensive landscaping plan shall be submitted to the Grantor for its approval and sufficient number of trees and shrubs of sufficient size shall be shown thereon in a design which shall be commensurate with the development of high-grade residential property. Said landscape plan after approval by the Grantor, in writing, shall be built and installed by the Grantee. Refusal of approval of said landscaping plan may be made by the Grantor based on purely aesthetic grounds which, in the sole and uncontrolled discretion of the Grantor, shall seem sufficient.

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

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

In order to insure that the building(s) on the aforementioned land will preserve a high standard of construction, no building or other structure shall be erected, placed, or remain on the aforementioned land until a set of the plans of the working drawings and specifications, including a plot plan showing the location of the building(s) or other structures, terraces, patios, walls, fences, driveways, property lines, poles and setbacks is submitted to the Grantor and approved by the Grantor as meeting the requirements of these restrictions and as being in accordance with the building, plumbing and electrical codes in effect at the time of construction or alteration of any building has begun. Construction requirements and specifications may include (but are not limited to) the following minimum roof pitch three to one, cement, madacam or gravel driveway, outside building colors and driveway colors subject to approval. Prior to approval of plans written approval must be obtained from the Grantor for use of the building contractor to be Grantor for use of the building contractor to be employed in the construction of the above mentioned building(s), or other structures. Said building contractor shall be a regularly employed bona fide building contractor duly licensed by the applicable governmental authorities. Said building contractor shall, in addition to the foregoing requirements be required to post a performance and completion bond for the full amount of the work as shown on the plans and specifications so as to insure against the possibility of partially completed buildings marring the beauty of the above mentioned land. Aforesaid bond shall be obtained from a recognized institutional bonding company and shall be of a form and wording approved by the Grantor. The Grantor, may, at its discretion, bond the construction

in lieu of the above said bonding company.

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

5. SETBACK AND MINIMUM SQUARE FOOT AREA

All buildings erected or constructed on the aforementioned tracts shall conform in area and setback limitations to the following table: FRONT: 35 Feet, BACK: 25 Feet, SIDES: 15 Feet. No building with less than 1200 square feet of living area shall be erected on any tract without the express written consent of the Grantor. All tracts bordered by a drainage easement shall erect a building not less than twenty (20) feet from the outside line of said easement.

Each dwelling unit is restricted to a minimum of 1000 square feet unless a lower minimum shall be authorized in writing by the Grantor on a specific building and is restricted to the use of single family, their household servants and guests. Ten (10) units per tract in the maximum number of units that may be built on each tract.

6. METHOD OF DETERMINING SQUARE FOOT AREA

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

7. TRACT AREA AND WIDTH AND SPECIAL CASES

No dwelling shall be erected or placed on any parcel having a width of less than 75 feet at the minimum building front setback line nor less than 8,000 square feet, except that a dwelling may be erected or placed on any lot as shown on the recorded plat.

Setback lines for corner tracts and odd-shaped tracts shall be as nearly as possible as set out herein except that variations may be authorized by the Grantor at the time plans for building are submitted and a copy of such plans, including the plot plan, will be kept on file by the Grantor to establish the setback line as approved.

8. LOCATIONS OF GARAGES AND PARKING

One and one-half paved parking areas must be provided for each dwelling unit unless otherwise authorized by the Grantor in writing; the size, character, placement and form of said area(s) must have written approval of the Grantor prior to commencement of construction of any building(s) or alterations thereto. No carports shall be permitted. Any parking structure shall be fully enclosed to keep the vehicles from view. No trailers, trucks, motor homes or boats of any kind shall be parked overnight on or adjacent to the above mentioned land without express written consent of the Grantor, unless shielded from view and fully enclosed within a building on said lot.

9. WALLS

No wall, hedge or fence shall be constructed along or adjacent to the side or rear tract lines on any of the aforementioned property with a height of more than three feet above the ground level unless the placement, character, form and size of said wall, fence or hedge be first approved in writing by Grantor. The height or elevation of any wall, hedge or fence shall be measured from the existing property elevation. Any questions as to such heights may be conclusively determined by the Grantor.

10. ANIMALS, ETC.

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

11. DRILLING OIL, ETC.

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

12. NUISANCES

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

13. GARBAGE CONTAINERS

All garbage or trash containers, oil tanks or bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties. Garbage pick-up shall be at the underground or walled-in areas. There shall be no curbside garbage pick up.

14. CLOTHES DRYING AREA

No outdoor clothes drying shall be allowed.

15. SIGNS AND DISPLAYS

No signs shall be erected or displayed on this property or on any structure, except that the Grantor may allow a sign to be erected at its discretion, at the placement and character, form and size of such sign be first approved in writing by the Grantor. This provision shall not apply to "For Sale" or "For Rent" signs which may be displayed; there shall not be, however, more than one "For Sale" sign on any property under contiguous ownership, and no "For Sale" or "For Rent" sign shall be in excess of 6" x 8" in size.

16. EASEMENTS

There are hereby reserved, in addition to any easements shown on the recorded plat, unto the Grantor easements of thirty feet (30') in width along the side tract lines of the above mentioned tracts (fifteen feet on each side of and parallel to each side Tract line) and fifteen feet (15') along the front and rear tract lot lines of the above mentioned tracts for purposes of utilities, surface drainage, and for any purpose having to do with the development of this property, including improvements that the Grantor may not have the obligation to install. Where more than one of the above described tracts are intended by the Grantor as a building site or where more than one tract is actually used as a building site, the outside boundaries of said building site shall carry the said easement and the said easement shall in such case be abandoned on the interior tract lines. The Grantor may abandon any of these easements at any time in the future by recording an appropriate instrument.

The Grantor hereby reserves the right to dedicate the roads, streets, and avenues, and necessary easements abutting the aforescribed lands to public use without consent of the Grantees.

17. MAINTENANCE

The above described building(s) and other structures when completed shall be maintained in a like-new condition and shall be kept freshly painted including sidewalks, driveways and roofs. The color of paint shall not be changed without the written consent of the Grantor.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises on the aforescribed land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and, in addition all of the landscaping including the grass shall be kept as befitting a high-quality lawn and any plants, grass, shrubs, etc. that might die or become other than luxuriant and well formed shall be promptly replaced and should the Grantee fail to keep premises in the aforescribed condition, then the Grantor may enter upon the land and repair, replace, install or maintain the offending portion and such entry shall not be deemed a trespass and

a lien shall arise in favor of the Grantor to the extent of the expenses to accomplish the aforestated.

18. NO TEMPORARY BUILDING

No tents and no temporary or accessory building or structure shall be erected without the written consent of the Grantor.

19. WAIVER OF RESTRICTIONS

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

20. SEWERS

Use of property is dependent upon satisfying State regulations governing individual sewerage disposal facilities.

However, upon installation of a sewerage collection system for the benefit of the aforescribed lands by the Grantor, its successors or assigns, or by governmental authority, the applicant, purchaser, optionee, lessee or grantor, whichever the case may be shall subscribe for the use of said sewer collection system and that upon installation of said sewer collection system the purchaser shall pay a reasonable initial service availability charge or fee for each lot being purchased or leased by the applicant, purchaser, optionee, lessee or grantee, whichever the case may be, unless required to pay said charge or fee at governmental subdivisions. Upon the payment of the above service availability charge or fee, the applicant, purchaser, optionee, lessee or grantee or his assigns or successors in title shall be vested with the right to use said sewerage system subject to the payment of the periodic use rates as approved and charged by the utilities operating company or the applicable governmental authority.

It is further covenanted that the aforesaid obligation for the payment of the initial availability charge and fee shall be secured by and constitute a lien against the tract or tracts being purchased or leased by the applicant, purchaser, optionee, lessee or grantee, until the same shall be paid as herein provided. This lien shall be enforceable in the manner provided by the laws of the State of Florida, including but not limited to, the Mechanics Lien Law. The aforesaid restriction and covenant shall be a covenant running with the land.

21. RIGHT OF GRANTOR

The Grantor reserves the right to itself, its agents, employees or any contractor or subcontractor, dealing with the Grantor, to enter upon the land covered by these restrictions for the purpose of carrying out and completing the development of the property

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

23. PROHIBITION AGAINST DIGGING WATER WELLS

On all the aforementioned tracts digging or drilling of water wells is hereby prohibited on the aforementioned property, except upon the written approval of grantor and proper governmental authority.

24. REMEDIES FOR VIOLATIONS

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

25. ADDITIONAL RESTRICTIONS AND AMENDMENTS

The Grantor or its successor reserves the right to hereafter, from time to time, amend, modify, add to or delete from any part or all of the foregoing restrictions without notice to or consent from the Grantee on any lands owned by the Grantor.

26. INVALIDITY CLAUSE

Invalidity of any of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect

IN WITNESS WHEREOF, PUNTA GORDA ISLES, INC. has caused these presents to be signed in its name by its Vice President, W. Warren Wankelman, and its corporate seal affixed, attested by its Secretary this 9th day of November, 1977.

(SEAL)

PUNTA GORDA ISLES, INC.

ATTEST: Wallace B. Hinshaw, Jr.,
Secretary

By: W. Warren Wankelman, Vice President

Signed, sealed and delivered
in the presence of:

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, W. Warren Wankelman, Vice President, and Wallace B. Hinshaw, Jr., Secretary, to me well known who executed the foregoing Declaration of Restrictions and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Punta Gorda, County of Charlotte and State of Florida this 9th day of November, 1977.

NOTARY PUBLIC

AMENDMENT TO
DECLARATION OF RESTRICTIONS
PUNTA GORDA ISLES, SECTION 22
MULTI-FAMILY

OR Book 1333, Page 115

WHEREAS, on November 9, 1977 PUNTA GORDA ISLES, INC., a Florida corporation, being the then fee simple owner of certain real property in Lee County, Florida, to-wit:

All of Blocks 990 through 1011 of Punta Gorda Isles, Section 22, according to Plat Book thereof as recorded in Plat Book 28, Pages 118 through 138, of the Public Records of Lee County, Florida;

which property is further described in instrument entitled "Declaration of Restrictions" recorded in O. R. Book 1233, Page 975 thru Page 980, inclusive, of the Public Records of Lee County, Florida, placed upon the said land certain restrictions which are fully set out in the said instrument; and

WHEREAS, PUNTA GORDA ISLES CONSTRUCTION, INC., as the successor in title of

PUNTA GORDA ISLES, INC., under the terms of these instruments has the unrestricted and unlimited right to amend, modify and to delete these restrictions; and

WHEREAS, PUNTA GORDA ISLES CONSTRUCTION, INC., desires to amend the aforesaid Restrictions as they pertain to the above-referenced real property.

NOW, THEREFORE, in consideration of the premises and in accordance with the law, PUNTA GORDA ISLES CONSTRUCTION, INC., hereafter called Grantor, hereby amends the Declaration of Restrictions dated November 7, 1974 and recorded in O. R. Book 1233, Pages 975 thru 980, inclusive, Public Records of Lee County, Florida, by adding, Paragraph 20A entitled "Punta Gorda Isles Section 22 Homeowners Association, Inc." and Paragraph 27 entitled "Notice of Golf Course," as follows:

20A. Punta Gorda Isles Section 22 Homeowners Association. Inc.

In order to insure that certain common properties, as designated on the record plat, will continue to be maintained in the manner that will contribute to the comfort and enjoyment of the residents of Punta Gorda Isles Section 22 development and to provide for other matters of concern to the residents, Grantor shall organize a non-profit association known as the Punta Gorda Isles Section 22 Homeowners Association, Inc., (hereinafter referred to as the "Association"). The purpose of the Association shall be to (a) maintain the areas designated as common areas on the said plat of Punta Gorda Isles, Section 22, (b) maintain landscaping and other improvements on the entrance and easement areas thereof, (c) maintain a guardhouse (d) take such actions as the Association is authorized pursuant to its Articles of Incorporation and By-Laws to take to maintain the residential quality of Punta Gorda Isles Section 22 development.

2. An Association Membership

Every fee simple owner of a parcel of land in Section 22 shall be a member of the Association; a condominium unit owner shall be synonymous with parcel owner, property owner or land owner, and each condominium owner shall have the same membership rights and obligations as any other land owner, provided that:

(a) Any person or entity holding any interest in a parcel in the aforescribed property as a security for the performance of an obligation shall not be a member.

(b) The Grantor shall in any event be a member of the Association so long as it has any voting rights under subparagraph (c) of this Article.

(c) Voting Rights. Until such time as the Grantor has decided seventy-five percent (75%) of the lots and condominium units found in Section 22, the Grantor shall have all of the voting rights of the Association; and the other members and owners shall not be entitled to notice or to vote at any meeting of members or to any notice hereunder or to otherwise participate in any action taken under these restrictions. Upon Grantor's having so conveyed seventy-five percent (75%) of the parcels of Punta Gorda Isles Section 22, each parcel owner shall

be entitled to one vote for each parcel which shall be cast by the owner (including without limitation, the Grantor) thereof. In the event that the owner of any parcel is comprised of more than one person or entity, such persons or entities shall determine as between themselves how the Vote for such parcel is to be voted but there shall never be any fractional voting with respect to any parcel or more than one vote per parcel hereunder and in the event said common or joint owners do not unanimously agree on how their vote shall be voted, the Association at its option may refuse to recognize such vote.

3. Common Areas.

The plat has certain areas designated as common areas by a capital A with a circle, which shall hereinafter in this Declaration of Restrictions be described as "COMMON AREAS'." The Association shall be responsible for the administration, operation, maintenance, repair and replacement of the common areas and pay all costs and expenses therefor. It is understood and agreed that the owner of each of the lots and condominium unit owners in Punta Gorda Isles Section 22 as recorded in the Lee County Records shall have an equal, undivided interest in all of the areas marked "Common Areas". It is further understood that these Restrictions prohibit the further subdivision of these "Common Areas" and it is hereby declared to be appurtenant to each lot and condominium unit and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the lot or condominium unit. Such interest shall be deemed conveyed, devised, encumbered or otherwise included with the lot or condominium unit, even though such an interest is not expressly mentioned or described in the conveyance or other instrument. The Grantee hereof and each subsequent owner of any interest in a lot or condominium unit or on the common areas described above by acceptance of a conveyance of any instrument transferring an interest, waives right of a partition of any interest in the Common Areas under the laws of the State of Florida. All owners of lots or condominium units shall have as an appurtenance to their lots or units a perpetual easement for ingress and egress from their lots and condominium units over and to the Common Areas, in common with all persons owning an interest in any lot or condominium unit in the aforesaid plat.

(a) Anything to the contrary aforestated notwithstanding, the Grantor reserves unto itself or its nominees the right and privilege to dig wells, install water lines, and other underground utilities within the Common Areas and to maintain the same, utilizing the appropriate equipment to do so.

(b) Automobiles, truck and motorcycles of every description shall be prohibited access to or progress over the Common Areas, and transportation devices in addition to walking, shall be limited to bicycles, horses, golf carts approved by the Grantor or the Association and such other means of transportation as may be approved by Grantor or the said Association.

(c) There shall be no additions, removal or cutting of trees, plants or picking of flowers by individual lot owners nor shall individual lot owners be permitted to place on the Common Areas any permanent fixtures such as buildings, benches, barbeque pits or structures of any kind.

(d) Pets shall not be allowed to be destructive within the Common Areas or elsewhere. permitted to place on the Common

(e) Excepted from the above restrictions will be the equipment and vehicles necessary to maintain the Common Areas and actions of the maintenance personnel appropriate to the development and maintenance thereof.

4. Landscaping at Entrance Area.

The Grantor has provided an area located at the juncture of Burnt Store Road and Islamorada Road which shall be hereinafter referred to as entrance area. The Association shall operate and maintain any sprinkler systems, landscaping, or other improvements on the entrance area and pay all costs and expenses thereof.

(a) The Grantor has executed and recorded a landscaping easement in O. R. Book 1333, Pages 112-114 of the Public Records of Lee County Florida, providing an area along Islamorada road right-of-way for landscaping. The Association shall operate and maintain any sprinkler systems, landscaping or other improvements and pay all costs and expenses thereof.

(b) The Association and its members shall have a non-exclusive easement over the entrance area as well as the landscaped easement area for the purpose of ingress and egress to perform the following activities which the Association shall be obligated to perform:

(1) Operate and maintain sprinkler systems and landscape the entrance area and landscape easement area.

(2) Pay all expenses, including but not limited to, the cost of water and electricity incurred in connection with performing the activity described above and to pay all real estate taxes upon entrance areas.

(c) It is expressly understood and agreed that Grantor, for a period of ten (10) years from the date of recording these Restrictions, shall have the sole exclusive authority but not the obligation to perform on behalf of the Association the responsibilities set forth hereinabove and Grantor will be fully reimbursed by the Association for all expenses incurred in performing such responsibilities. However, Grantor may terminate its authority to perform said duties at any time prior to expiration of said ten (10) year period, in which event the Association shall assume such duties.

(d) At such time as Grantor no longer exercises voting control over the Association as provided in Paragraph 20A of these Deed Restrictions, or at the option of Grantor, at any time prior thereto, Grantor shall convey to the Association, in fee simple, free and clear of any and all liens, mortgages and encumbrances, except these restrictions, as the same may be amended from time to time, the entrance areas and the Association shall accept

such conveyance.

5. Guardhouse.

The Association shall be responsible for providing the upkeep and maintenance of a guardhouse to be located at the entranceway to the development. In addition, the Association shall be responsible for the cost of guards or security personnel that may be provided in said guardhouse.

6. Charges.

(a) The Association shall have the power and duty to levy a monthly charge (the "Monthly Charge") upon each lot and condominium unit, and the owner or owners shall have the obligation to pay the Monthly Charge which shall equal (i) the cost of enforcing these restrictions and exercising other powers granted the Association under its Articles of Incorporation and By-Laws; (ii) the cost of operating and maintaining the common areas, entrance and landscape easement area.

(b) The actual cost shall be divided equally among each of the lots and condominium units in Section 22 of Punta Gorda Isles.

7. Covenant to Pay Charges Runs With the Land.

The owner or owners of any lot or condominium unit or any successor in interest of such owners by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the charges including any charges upon the lot or condominium unit which have not been paid by prior owners. The covenant to pay the charges shall (i) be a personal obligation of the owner or owners of the lot or condominium unit at the time the charge are due and shall remain the personal obligation of said owner or owners even after conveyance by said owner or owners, and (ii) shall be deemed to be a covenant running with the land which shall bind all of said owners, heirs, devisees, personal representatives and assigns, as well as all subsequent grantees and successors in interest of such encumbered property.

8. Due Dates and Non-Payment of Charges.

The Board of Directors of the Association shall fix and give notice of by mail or in person to all members of the Association, the due date of the payment of all charges at least thirty (30) days in advance of such date.

If charges are not paid within thirty (30) days after the due date, the charges shall be delinquent and shall bear interest from the due date at the highest legal rate of interest. The Association may bring an action at law or equity (i) against the owner or owners personally obligated to pay the same, or (ii) foreclose the lien against the property and there shall be added to the amount of such charges all costs of collection, court costs, including the cost

of appeal, reasonable attorneys' fees and interest as provided above (referred to collectively herein as "costs") and in the event a judgment is obtained, such judgment shall include charges and costs.

9. Non-Payment of Charges; Creation of Lien.

The Association shall have a lien on each lot or condominium Unit for any unpaid charges which lien shall attach, be effective and be deemed to be perfected as of the date on which charges are due against all persons and interests, whatsoever, without the necessity of recording a claim of lien, which claim may, however, be recorded at the discretion of the Association. The lien shall not be discharged until all unpaid charges and costs are paid in full.

The lien hereunder shall be prior to and superior to the creation of any homestead status of the encumbered property and any subsequently recorded liens or encumbrances except that such lien shall be subordinate to lien of any first mortgage now or hereafter placed upon the encumbered property.

The lien set forth in this section shall not at any time encumber lots or units when owned by Grantor and the right to a lien shall commence only after conveyance of such lots or units Grantor.

27. Notice of Golf Course

The Grantor contemplates the construction of a golf course contiguous to certain lots and blocks as so indicated on the plat of Punta Gorda Isles, Section 22 as recorded in the Public Records of Lee County Florida.

It is contemplated that the golfers on said course will exercise reasonable care and propriety regarding trespass or invasion of privacy; however, the nature of the game is such that a certain minimum amount of trespass may be expected by the Grantee.

An irrigation system will be provided that will irrigate the golf course at the time and places best suited for the course at the sole discretion of the golf course management. Grantee may expect that some of the irrigation water will intrude somewhat into the property immediately adjacent to the golf course. Water for irrigation purposes may be drawn from various sources of supply, including potable water, reclaimed waste water and brackish water.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by its duly authorized officer, and has executed the same this 28th day of February, 1979.

PUNTA GORDA ISLES CONSTRUCTION, INC.

By: W. Warren Wankelman, Vice President

In presence of:

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgment, W. Warren Wankelman, to me well known to be Vice President of PUNTA GORDA ISLES CONSTRUCTION, INC., who executed the foregoing Amendment to Declaration of Restrictions and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Punta Gorda, said County and State, this 28th day of February, 1979.

Notary Public State of Florida
(Affix Seal)

My commission expires:

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
SECTION 22

OR Book 1644, Page 1150

WHEREAS, PUNTA GORDA ISLES, INC., a corporation, placed certain Declaration of Restrictions dated November 7, 1977, and recorded November 9, 1977 in O R Book 1233, Pages 975-990 of the Public Records of Lee County, Florida, and as amended by Amendment to Declaration of Restrictions dated February 23, 1979 and recorded February 28, 1979 in O R Book 1333, Pages 111-120, Public Records of Lee County, Florida, upon the following described real property in Lee County, Florida, to-wit:

All of Blocks 990 through 1011 of Punta Gorda Isles, Section 22, according to Plat Book thereof as recorded in Plat Book 28, Pages 118 through 138 of the Public Records of Lee County, Florida.

WHEREAS, PUNTA GORDA ISLES CONSTRUCTION, INC. (the successor in title of

PUNTA GORDA ISLES, INC.) has changed its corporate name to BURNT STORE MARINA, INC. and under the terms of the above-referenced Declaration of Restrictions has the unrestricted and unlimited right to amend, modify and to delete these restrictions in order to insure a homogeneous community and that all property in the development will be maintained in a manner that will contribute to the comfort and enjoyment of all residents and property owners; and

WHEREAS, it will reduce administrative costs and better provide for the needs of the development to modify the procedure for collecting the charges levied on each lot and condominium unit by allowing annual or monthly charge assessments.

NOWHEREFORE, in accordance of the law, BURNT STORE MARINA, INC., as the Developer and Grantor (hereinafter called "GRANTOR") hereby amends the Declaration of Restrictions dated November 7, 1977 and recorded November 9, 1977 in OR Book 1233, Pages 975-980, Public Records of Lee County and the Amendment to Declaration of Restrictions dated February 23, 1979 and recorded February 28, 1979 in OR Book 1333, Pages 111-120, Public Records of Lee County, Florida, by deleting Subparagraph 6 of Paragraph 20A entitled "Punta Gorda Isles Section 22 Homeowners Association, Inc." and substituting in its place (and which restriction shall run with the land);

*20A Punta Gorda Isles Section 22 Homeowners Association, Inc.

6. Charges.

(a) The Association shall have the power and duty to levy a charge (the "charge") upon each unimproved lot and dwelling unit. The charge may be annual, monthly or otherwise as determined to be in the best interest of the development by the Association. The owner or owners of each lot and dwelling unit shall have the obligation to pay the Charge which shall equal (1) the cost of enforcing the Restrictions and exercising other powers to the Association under its Articles of Incorporation and Bylaws; (ii) the cost of operating and maintain the common areas, entrance and landscape easement area, and guardhouse, which shall include but not be limited to the following costs: guardhouse, personnel costs, security equipment, salaries and wages, payroll taxes and benefits, repair and maintenance of all areas the Association is responsible for, operating supplies, insurance, equipment purchases, equipment rental vehicle allowance, fertilizer, chemicals, landscape materials, depreciation and a contingency fee.

(b) Each unimproved lot and dwelling unit shall be assessed equally. Upon the improvement of any unimproved lot, the assessment due shall be based upon the total number of dwelling units.

IN WITNESS WHEREOF, BURNT STORE MARINA, INC. has caused these presents to be executed in its name, under its corporate seal by its duly authorized officer and has executed the same this 29th day of October, 1982.

1st witness

BURNT STORE MARINA, INC.

2nd Witness

By: W. Warren Wankelman, Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day before me, an officer, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, W. Warren Wankelman, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 29th day of October, A. D. 1982.

NOTARY PUBLIC, State of Florida.

AMENDED DECLARATION OF RESTRICTIONS

WHEREAS, GULF COAST CREDIT CORPORATION, hereinafter called "Grantor" is a corporation existing under the laws of the State of Florida, and is a wholly owned subsidiary of PUNTA GORDA ISLES, INC.; and

WHEREAS, Grantor's predecessors previously recorded Declarations of Restrictions in O.R. Book, 1233, Pages 975 thru 980, O. R. Book 1333, Pages 115 thru 120, O. R. Book 1432, Pages 249 thru 261, O. R. Book 1644, Pages 1159 and 1160, O. R. Book 1665, Pages 4512 thru 4520, and O. R. Book 1683, Pages 206 thru 209, of the Public Records of Lee County, Florida upon the real property described therein respectively; and

WHEREAS, Grantor's predecessors reserved unto themselves and their successors the right to amend, modify, add to or delete from any part or all of the above-referenced restrictions, without notice or consent from Grantees, on any lands owned by the Grantor; and

WHEREAS, Grantor owns the following described real property; and

WHEREAS, it is the desire of said Grantor to amend, modify and add to the restrictions which pertain to the following described real property:

Block 990, Lots 1, 7, 8, 9, 10 and 11

Block 991, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14

Block 993, Lots 1, 3, 15, 16, 17 and 18
Block 994, Lots 1 and 2
Block 995, Lots 1 and 2
Block 991, Lots 4, 5, 6, 7 and 8
Block 998, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14
15, 16, 17, 18, 19 and 25
Block 1001, Lots 1, 2 and 3
Block 1002, Lots, 1, 2, 3, 4, 5, 6 and 7
Block 1003, Lots 1 and 2
Block 1005, Lots 1, 2, 3, 4, 5, 6, 16, 17, 18, 19, 20, 21, 24 and 25
Block 1006, Lots 1, 2, 3, 4, 5 and 6
Block 1011, Lot 1
PUNTA GORDA ISLES, Section 22, according to the Plat thereof as
recorded in Plat Book 28 at Pages 118 thru 132 of the Public
Records of Lee County, Florida.

NOW, THEREFORE, in accordance with the law, Grantor hereby amends, modifies and adds to those previously recorded restrictions that pertain to the above-described real property and hereby establishes the following deed restriction, which shall run with the land:

1. Paragraph 5 of the Declaration of Restrictions dated November 9, 1977 and recorded in O. R. Book 1233. Pages 975 through 980, the particular paragraph being found on Page 976, in the Public Records of Lee County, Florida, is hereby amended by deleting the last sentence in the said paragraph which reads "Ten units per tract is the maximum number of units that may be built an each tract." and substituting in place of the said sentence, and in addition in Paragraph 5, a new paragraph as follows:

"5.A. Density. Five units per lot is the maximum number of units that may be built on each lot. This density restriction may be enforced by the county government of Lee County, Florida; enforcement of this density restriction is the county's right but not its obligation."

2. All other restrictions set out in the Declaration of Restrictions recorded in O. R. Book 1233, Pages 975 through 980 of the Public Records of Lee County, Florida, and all amendments to the restrictions shall remain in full force and effect and are hereby ratified and confirmed as though fully set forth herein.

3. This Amendment does not affect the density of any property not specifically described herein, and therefore (as clarification) all other property in PUNTA GORDA ISLES, Section 22 retains its previously established density of ten units per tract.

IN WITNESS WHEREOF, GULF COAST CREDIT CORPORATION has caused these presents to be executed in its name, under its corporate seal by its duly authorized officer and has executed the same this 7th day of October, 1985.

GULF COAST CREDIT CORPORATION

by: Michael W. Miller

Signed, sealed and delivered
in the presence of:

Witnesses

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael W. Miller, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 7th day of October, 1985.

NOTARY PUBLIC - State of Florida.

DECLARATION OF RESTRICTIONS
PORTIONS OF PUNTA GORDA ISLES SECTION 22
INCLUDING TRACT C AND OTHER ADJACENT LANDS - MULTI-FAMILY

WHEREAS, BURNT STORE MARINA, INC., hereinafter called the Grantor, a corporation under the laws of the State of Florida, is the owner in fee simple of the following subdivision situated in Lee County, Florida, to-wit:

Punta Gorda Isles, Section 22 including Tract C and other adjacent lands according to the plat thereof as recorded in Plat Book 28, Pages 48 through 138, of the Public Records of Lee County, Florida, and more particularly described as follows: a tract of land lying in Section 1, Township 43 South, Range 22 East, Lee County, Florida. Being more particularly described as follows:

commence at the Southeast corner of the said Section 1, thence run N 00 33'37" along the East line of said Section 880.003 feet; thence run N 89 35'58"W 1207.710 feet to the point of beginning;

thence continue N89 35'58"W 417.469 feet; thence run N 00 24' 02" E 399.893 feet; thence run N 44 35'58"W. 59.245 feet to the P.C. of a curve to the left having a radius of 90.00 feet and a central angle of 45 00' 00"; thence run along said curve 70.686 feet to the P.T. thereof; thence run N 89 35' 58" W 661.018 feet; thence run N 00 24' 02" E 491.360 feet to a point lying 1.00 feet more or less, south of an existing seawall; thence run Easterly along a line parallel to and 1.00 foot South of the aforesaid seawall the following courses N 76 23' 38" E a distance of 173.04 feet to the P.C. of a curve to the right having a radius of 244.0000 feet and a central angle of 17 28' 51"; thence run along said curve 74.444 feet to the P.O.C.C. of a curve to the right having a central angle of 32 15' 50" and a radius of 526.12 feet; thence run along said curve 296.264 feet to the P.T. thereof; thence run S 53 52' 16" E 271.000 feet to the P.P.C. of a curve to the left having a radius of 1929.110 feet and a central angle of 11 50' 39"; thence run along said curve 398.785 feet to the P. T. thereof; thence run S 65 42' 55" E 105.390 feet to the P.C. of a curve to the left having a radius of 833.510 feet and a central angle of 0 22' 51"; thence run along said curve 5.540 feet to the point of departure from the aforesaid courses adjacent to the seawall; thence run S 00 24' 02" W 509.133 feet to the P.O.B. and containing 14.103 acres, more or less. And subject to a 24' wide easement lying southerly of and parallel with the northerly line of the above described tract.

Commence at the S.E. corner of Lot 2, Block 1011 of Punta Gorda Isles Section 22 as recorded in Plat Book 28, Pages 118 through 139 of the Public Records of Lee County, Florida, said point being the point of beginning; thence run S 00 24' 02" W 248.47 to a point lying 1 foot, more or less, north of an existing concrete seawall; thence run along a line parallel to an approximately 1 foot north of the aforesaid seawall the following courses N 89 30' 15" W 243.71 feet to the P.C. of a curve to the right having a radius of 90.00 feet, a central angle of 56 52' 01" and a chord bearing of N 68 52' 23"; thence run along said cure 89.33 feet to a point; thence run N 38 48' 18" W 111.05 feet to the P.C. of a curve to the left having a radius of 844.73 feet and a central angle of 12 03' 25" ; thence run along said

curve 177.76 feet to the P.T. thereof; thence run N 50 51' 43" 135.81 feet to the P.C. of a curve to the left having a radius of 816.95 feet and a central angle of 12 27' 35"; thence run along said curve 177.66 feet to the P.T. thereof; thence run N 63 19' 18" W 102.88 feet to the P.C. of a curve to the left having a radius of 382.63 and a central angle of 49 50' 32"; thence run along said curve 332.85 feet to a point, said point being the point of departure from the line adjacent to the existing seawall; thence run N 16 42' 30" W. 274.94 feet to a point on the north line of the aforesaid Tract "C". Thence run along the said north line of Tract "C" the following courses; through a curve concave to the northwest having a radius of 65.00 feet, a central angle of 150 36' 34" and a chord bearing of N 74 22' 24" E; thence run along said curve 170.86 feet to the P.O.R.C. of a curve to the right having a radius of 100.00 feet and a central angle of 31 56' 59"; thence run along said curve 55.76 feet to a point on a curve concave to the north having a radius of 200.00 feet a chord bearing of S 81 53' 50" E and a central angle of 45 50' 13"; thence run along said curve 160.00 feet to the P.O.R.C. of a curve to the right having a radius of 400.00 feet and a central angle of 67 00' 00"; thence run along said curve 467.75 feet to the P.O.R.C. of a curve to the left having a radius of 1500.00 feet and a central angle of 08 13' 50"; thence run along said curve, having a radius of 1500.00 feet and a central angle of 08 34' 35"; thence run along said curve 224.53 feet to the P.O.C.C. of a curve to the left having a radius of 1000.00 feet and a central angle of 15 34' 19", thence run along said curve 271.78 feet to the P.O.B. and containing 9.61 acres more or less. And subject to a 24' wide easement lying north of and parallel with the Southerly line of the above described property.

Commence at the S.W. corner of Lot 3, Block 1001 of the said Section 22; thence run n 88 49' 02" W 116.62 feet to the point of beginning; thence run S 00 24' 02" W 221.04 feet; thence run S 59 00' 18" W 93.11 feet; thence run S29 37' 14" E to a point lying 1.00 feet north of an existing seawall; thence run parallel to and approximately 1.00 feet landward of the said seawall the following courses S 60 22' 19" W 670.00 feet to the P.C. of a curve to the right having a radius of 566.37 feet, and a central angle of 25 48' 32"; thence run along said curve 255.17 feet to the P.O.C.C. of a curve to the right having a radius of 201.69 feet and a central angle of 68 13' 04"; thence run along said curve 240.13 feet to the P.O.R.C. of a curve to the left having a radius of 150.92 feet and a central angle of 40 35' 21"; thence run along said curve 150.92 feet to the P.O.R.C. of a curve to the right having a radius of 699.09 feet and a central angle of 33 03' 46" thence run along said curve 403.41 feet to the P.O.R.C. of a curve to the left having a radius of 190.92 feet and a central angle of 52 42' 03"; thence run along said curve 175.60 feet to the P.O.R. C. of a curve to the right having a radius of 259.09 feet; a central angle of 92 46' 02" and a chord bearing of N 39 24' 55" W; thence run along said curve 419.48 feet; thence run N 08 30' 46" E 218.65 feet; thence run N 11 26' 40" E 180.48 feet, thence run N 15 16' 28" E 366.45 feet to a point on a curve to the right having a radius of 359.54 feet, a central angle of 14 54' 33" and a chord bearing of N 18 55' 56" E thence run along said curve 93.56 ft. to a point on a curve to the right having a radius of 289.00 feet, a central angle of 81 51' 27" and a chord bearing of N 75 44' 58" E; thence run along said curve 412.89 feet to the P.O.C.C. of a curve to the right having a radius of 325.04 feet and a central angle of 31 27' 36"; thence run along said curve 121.74 feet to the P.T. thereof; thence run S 41 49' 09" E 530.92 feet to the P.C. of a curve to the right having a radius of 127.85 feet and a central angle of 42 15' 44"; thence run along said curve 94.30 feet to the P.T. thereof; thence run S 00 19' 28" W 391.00 feet; thence run S

89 35' 58" E 751.00 feet to the P.O.B. and containing 40.10 acres more or less and subject to a 24' wide easement lying parallel to the Southerly, Westerly and Northerly boundaries of the above described tract.

And it is the desire of said Grantor that uniform restrictive covenants and restrictions upon the use and type of building and development of the above described land be set forth herewith. NOW THEREFORE, in accordance with the law, Burnt Store Marina, Inc. does hereby establish the following restrictions on the above described land which said restrictions shall run with the land.

1. RESIDENTIAL USE, MULTI-FAMILY

The lands aforementioned, including all tracts enlarged or recreated by shifting or relocation of side boundary lines, are restricted to the use of multiunit residential buildings. A "unit" shall be herein and hereinafter defined as that portion of building expressly designed as living quarters for a single family, their household servants and guests. Construction sheds may be placed on a tract and remain there temporarily during the course of active construction. No other portable buildings or trailers may be moved on the tract.

2. NO TRADE, BUSINESS, PROFESSION, ETC.

No trade, business profession, or other type of commercial activity shall be carried on upon any of the Land covered by these restrictions without the express written consent of the Grantor. This shall not prevent an owner of a building from renting said property for residential use, nor shall it prevent grantor from developing the land and engaging in usual and customary business activity in connection with development, including the sale of units.

3. LAWNS AND LANDSCAPING

All Lawns on all sides of the buildings or the above mentioned land shall extend to the pavement Line. No parking strips, drives or paved areas are to be allowed except as approved on the plot plan of the plans and specifications, unless otherwise approved in writing by Grantor. Upon the completion of the building(s) on the above mentioned land, the lawn area on all sides of the building(s) up to and including the lot line (unless a smaller area shall be approved in writing by Grantor) shall be completely sodded with grass and a watering system capable of keeping this grass sufficiently irrigated shall be installed, it being the Grantor's intent that the Lawn area shall be uniformly green, luxuriant and well kept.

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

In order to insure that the building(s) on the aforementioned land will be of a high standard of construction, no building or other structure shall be erected, placed or remain on the aforementioned land until a set of the plans of the working drawings and specifications, including a plot plan showing the location of the building(s) or other structures, terraces, patios, walls, fences, driveways, property lines, poles and setbacks is submitted to the

Grantor and approved by the Grantor as meeting the requirements of these restrictions as being in accordance with the building, plumbing, and electrical codes in effect at the time construction or alteration of any building has begun. Construction requirements and specifications may include (but are not limited to) the following:

tile roof, (minimum roof pitch three to one), cement drives, and outside building colors subject to approval. Prior to approval of plans, written approval must be obtained from the Grantor for use of the building contractor to be employed. Said building contractor shall be a regularly employed bona fide building contractor duly licensed by the applicable governmental authorities and in addition shall pass such testing requirements as may be set forth from time to time by the

Grantor. Said building contractor shall in addition to the foregoing requirements be required to post a performance and completion bond for the full amount of the work as shown on the plans and specifications so as to insure against the possibility of partially completed buildings marring the beauty of the above mentioned land. Aforesaid bond shall be obtained from a recognized institutional bonding company and shall be of a form and working approved by the Grantor. The

Grantor, may, at its discretion, bond the construction in lieu of the above said bonding company.

Refusal of approval of plans, specifications and locations of building(s) by the Grantor may be based on any ground, including purely aesthetic grounds; which in the sole and uncontrolled discretion of the Grantor, seen sufficient. No alterations in the exterior appearance of any building or structure shall be made without approval of the Grantor in writing. The provisions herein contained shall apply equally to repair, alterations or modifications of building(s).

The Grantor reserves the right (but not the obligation) from time to time to inspect the building construction as it proceeds in order to assure itself that the building is being constructed according to the plans and specifications, and if it should occur that said inspections show that this is not the case then a letter shall be addressed to the contractor with a copy of the owner setting forth said objections to construction and forthwith the work on said construction shall stop and abate until said objections have been complied with and settled.

There shall be no construction signs displayed except those that may be required by law.

The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Grantor from enforcing these provisions.

5. TELEVISION ANTENNAS

Unless otherwise approved in writing by Grantor, no outside antenna, aerial, or receiver of any kind shall be permitted on any of the Land covered by these restrictions except the master

television antenna provided by Grantor.

6. METHOD OF DETERMINING SQUARE FOOT AREA

The method of determining the square foot area of proposed units, buildings and structures or additions and enlargements thereto shall be by standard Architectural methods. Garages, carports, roofed screen porches and the like, shall not be taken into account in calculating the minimum square foot area as required by this restrictive covenant.

7. WALLS

No wall, hedge or fence shall be constructed along or adjacent to the side or rear tract lines on any of the aforementioned property with a height of more than three feet above the ground level

unless the placement, character, form and size of said wall, fence, or hedge be first approved in writing by Grantor. The height or elevation of any wall, hedge or fence shall be measured from the existing property elevation. Any questions as to such heights may be conclusively determined by the Grantor.

8. ANIMALS, ETC.

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

9. DRILLING OIL, ETC.

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

10. NUISANCES

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

11. GARBAGE CONTAINERS

All garbage or trash containers, oil tanks or bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties. Garbage pickup shall be at the underground or walled-in areas. There shall be no curbside garbage pick up.

12. CLOTHES DRYING AREA

No outdoor clothes drying shall be allowed.

13. SIGNS AND DISPLAYS

No signs shall be erected or displayed on this property or on any structure, except that the Grantor may allow a sign to be erected at its discretion, if the placement and character form and size of such sign be first approved in writing by the Grantor. This provision shall allow only one "For Sale" sign on any property under contiguous ownership, and no "For Sale" or "For Rent" sign shall be in excess of 6" x 8" in size.

14. MAINTENANCE

All building(s) and other structures when completed shall be maintained in a like-new condition and shall be kept freshly painted, including roofs. The color of paint shall not be changed without the written consent of the Grantor.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises on the aforescribed land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon and in addition all of the high-quality lawn and any plants, grass, shrubs, etc. that might die or become other than luxuriant and wellformed shall be promptly replaced and should the Grantee fail to keep premises in the aforescribed condition, then the Grantor may enter upon the land and repair, replace, install or maintain the offending portion and such entry shall not be deemed a trespass and a lien shall arise in favor of the Grantor to the extent of the expenses to accomplish the aforesaid.

15. NO TEMPORARY BUILDING

No tents and no temporary or accessory building or structure shall be erected without the written consent of the Grantor.

16. WAIVER OF RESTRICTIONS

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

17. PUNTA GORDA ISLES SECTION 22 HOMEOWNERS ASSOCIATION, INC.

(1) Purpose

In order to insure that certain common properties, as designated on that record plat, will

continue to be maintained in the manner that will contribute to the comfort and enjoyment of the residents of Punta Gorda Isles Section 22, tract C and adjacent land described above and to provide for other matters of concern to the resident, Grantor shall organize a non-profit association known as the Punta Gorda Isles Section 22 Homeowners Association, Inc. (hereinafter referred to as the "Association"). The purpose of the Association will be to (a) maintain the areas designated as common areas of the said plat of Punta Gorda Isles, Section 22, (b) maintain landscaping and other improvements on the entrance and easement areas thereof, (c) maintain a guardhouse, (d) take such actions as the Association is authorized pursuant to its Articles of Incorporation and bylaws to take to maintain the residential quality of Punta Gorda Isles Section 22, including Tract C and adjacent land described above.

(2) Association Membership

Every fee simple owner of a unit or parcel of land in Section 22, including Tract C and adjacent lands described above, shall be a member of the Association, a condominium unit owner, property owner or land owner, and each condominium owner shall have the same membership rights and obligations as any other land owner, provided that:

(a) Any person or entity holding any interest in a parcel in the aforescribed property as a security for the performance of an obligation shall not be a member.

(b) The Grantor shall in any event be a member of the Association so long as it has any voting rights under subparagraph (c) of this article.

(c) Voting Rights. Until such time as the Grantor has deeded seventy-five percent (75%) of the lots and condominium units found in Section 22 including Tract C and adjacent lands described above, the Grantor shall have all of the voting rights of the Association and the other members and owners shall not be entitled to notice or to vote at any meeting of members or to any notice hereunder or to otherwise participate in any action taken under these restrictions. Upon Grantor's having so conveyed seventy-five (75%) percent of the parcels of Punta Gorda Isles Section 22, including Tract C and adjacent lands described above, each parcel owner shall be entitled to one vote for each parcel which shall be cast by the owner, including without limitation, the Grantor) thereof. In the event that the owner of any parcel is comprised of more than one person or entity, such persons or entities shall determine as between themselves how the vote for such parcel is to be voted, but there shall never be any fractional voting with respect to any parcel or more than one vote per parcel hereunder; and in the event said common or joint owners do not unanimously agree on how their vote shall be voted, the Association, at its option, may refuse to recognize such vote.

(3) Common Areas

The plat has certain areas designated as common areas by a capital A with a circle, which shall hereinafter in this Declaration of Restrictions be described as "COMMON AREAS". The Association shall be responsible for the administration, operation, maintenance, repair

and replacement of the Common Areas and pay all costs and expenses therefor. It is understood and agreed that the owner of each of the lots and condominium unit owners in Punta Gorda Isles Section 22, including Tract C and adjacent lands described above, and recorded in the Lee County, Florida Records shall have an equal, undivided interest in all of the areas marked "Common Areas." It is further understood that the Restrictions prohibit the further subdivision of these "Common Areas" and it is hereby declared to be appurtenant to each lot and condominium unit and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the lot or condominium unit. Such interest shall be deemed conveyed, devised, encumbered or otherwise included with the lot or condominium unit, even though such an interest is not expressly mentioned or described in the conveyance or other instrument. Each Grantee and each subsequent owner of any interest in a lot or condominium unit or on the common areas described above by acceptance of a conveyance of any instrument transferring an interest, waives right of a partition of any interest in the Common Areas under the laws of the State of Florida. All owners of lots or condominium units shall have as an appurtenance to their lots or units a perpetual easement for ingress and egress from their lots and condominium units over and to the Common Areas, in common with all persons owning an interest in any lot or condominium unit in the aforesaid plat. The "Common Area", as that term is used and described in these restrictions, are not the same "Common Elements" or "Common Property" as those terms are used and described in the various condominium declarations pertaining to section 22, including Tract C and adjacent lands described above.

(a) Anything to the contrary aforesaid notwithstanding, the Grantor reserves unto itself or its nominee the right and privilege to dig wells, install water lines, and other underground utilities within the Common Areas and to maintain the same, utilizing the appropriate equipment to do so.

(b) Automobiles, trucks and motorcycles of every description shall be prohibited access to or progress over the Common Areas, and transportation devices in addition to walking, shall be limited to bicycles, horses and golf carts approved by the Grantor, or the Association, and such other means of transportation as may be approved by Grantor or the said Association.

(c) There shall be no additions, removal or cutting of trees, plants or packing of flowers by individual lot owners nor shall individual lot owners be permitted to place, on the Common Areas, any permanent fixtures such as buildings, benches, barbeque pits or structures of any kind.

(d) Pets shall not be allowed to be destructive within this Common Area or elsewhere.

(e) Excepted from the above restrictions will be the equipment and vehicles necessary to maintain the Common Areas and actions of the maintenance personnel appropriate to the development and maintenance thereof.

(4) Landscaping at Entrance Area

The Grantor has provided an area located at the juncture of Burnt Store Road and Islamorada Road, which shall be hereinafter referred to as an entrance area. The Association shall operate and maintain any sprinkler systems, landscaping, or other improvements on the entrance area and pay all costs and expenses thereof.

(a) The Grantor has executed and recorded a landscaping easement in O. R. Book 1333, Pages 112-114 of the Public Records of Lee county, Florida, providing an area along Islamorada Road right-of-way for landscaping. The Association shall operate and maintain any sprinkler systems, landscaping or other improvements, and pay all costs and expenses thereof.

(b) The Association and its members shall have a non-exclusive easement over the entrance area as well as the landscaped easement area for the purpose of ingress and egress to perform the following activities, which the Association shall be obligated to perform:

(1) Operate and maintain sprinkler systems and landscape the entrance area and landscape easement area.

(2) Pay all expenses, including but not limited to, the cost of water and electricity incurred in connection with performing the activity described above, and to pay all real estate taxes upon entrance areas.

(c) It is expressly understood and agreed that Grantor, for a period of ten (10) years from the date of recording these Restrictions, shall have the sole exclusive authority, but not the obligation to perform on behalf of the Association, the responsibilities set forth herein above and Grantor will be fully reimbursed by the Association for all reasonable expenses incurred in performing such responsibilities. However, Grantor may terminate its authority to perform said duties at any time prior to expiration of said ten (10) year period, in which event the Association shall assume such duties.

(d) At such time as Grantor no longer exercises voting control over the Association as provided in Paragraph 17 of these Deed Restrictions, or at the option of Grantor at any time prior thereto, Grantor shall convey to the Association, in fee simple, subject to those restrictions, as the same may be amended from time to time, the entrance areas and the Association shall accept such conveyance.

(5) Guardhouse

The Association shall be responsible for providing the upkeep and maintenance of a guardhouse to be located at the entrance way to the development. In addition, the Association shall be responsible for the cost of guards or security personnel that may be provided in said guardhouse.

(6) Charges

(a) The Association shall have the power and duty to levy a monthly charge (the "Monthly Charge") upon each lot and condominium unit and the owner or owners shall have the obligation to pay the Monthly Charge which shall equal (i) the cost of enforcing these restrictions and exercising other powers granted the Association under its Articles of Incorporation and Bylaws; (ii) the cost of operating and maintaining the common areas, entrance and landscape easement area, and guardhouse, and the following costs: guard house personnel costs, salaries and wages, payroll taxes and benefits, repairs and maintenance of all areas the Association is responsible for, operating supplies, Insurance, equipment purchases, equipment rental, vehicle allowance, fertilizer, chemicals, landscape materials and depreciation and a contingency fee.

(b) The actual cost shall be divided equally among each of the lots and condominium units in Section 22 of Punta Gorda Isles, including Tract C and adjacent lands described above.

(7) Covenant to Pay Charges Runs with the Land

The owner or owners of any lot or Condominium unit or any successor in interest of such owner, by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association the charges including any charges upon the lot or condominium unit which have not been paid by prior owners. The covenant to pay the charges shall (i) be a personal obligation of the owner or owners of the lot or condominium unit at the time the charges are due and shall remain the personal obligation of said owner or owners even after conveyance by said owner or owners, and (ii) shall be deemed to be a covenant running with the land which shall bind all of said owners, heirs, devisees, personal representative and assigns as well as all subsequent grantees and successors in interest of such encumbered property.

(8) Due Dates and Non-Payment of Charges

The Board of Directors of the Association shall fix and give notice of by mail or in person to all members of the Association, the due date of the payment of all charges at least thirty (30) days in advance of such date.

If charges are not paid within thirty (30) days after the due date, the charges shall be delinquent and shall bear interest from the due date at the highest legal rate of interest. The Association may bring an action at law or equity (i) against the owner or owners personally obligated to pay the same, or (ii) foreclose the lien against the property of the delinquent owner and there shall be added to the amount of such charges all costs of collection, court costs, including the cost of appeal, reasonable attorneys' fees and interest as provided above (referred to collectively herein as "costs") and in the event a judgment is obtained, such judgment shall include charges and costs.

(9) Non Payment of Charges; Creation of Lien

The Association shall have a lien on each lot or condominium unit for any unpaid charges

which lien shall attach, be effective and be deemed to be perfect as of the date on which charges are due against all persons and interests, whatsoever, without the necessity of recording a claim of lien, which claim may, however, be recorded at the discretion of the Association. The lien shall not be discharged until all unpaid charges and costs are paid in full.

The lien hereunder shall be prior to and superior to the creation of any homestead status of the encumbered property and any subsequently recorded liens or encumbrances except that such lien shall be subordinate to lien of any first mortgage now or hereafter placed upon the encumbered property.

The lien set forth in this section shall not at any time encumber lots or units when owned by Grantor and the right to a lien shall commence only after conveyance of such lots or units by Grantor.

18. Notice of Golf course

The Grantor contemplates the construction of a golf course contiguous to certain lots and blocks in Tract B of Punta Gorda Isles, Section 22, as recorded in the Public Records of Lots County, Florida. It is contemplated that the golfers on said course will exercise reasonable care and propriety regarding trespass or invasion of privacy; however, the nature the game is such that a certain minimum amount of trespass may be expected by the Grantee.

An irrigation system will be provided that will irrigate the golf course at the time and places best suited for the course at the sole discretion of the golf course management. Grantee may expect that some of the irrigation water will intrude somewhat into the property immediately adjacent to the golf course. Water for irrigation purposes may be drawn from various sources of supply including potable water, reclaimed waste water, brackish water, ground and/or surface water.

19. Ownership of Seawall and Easement of the Adjacent 25 Ft. Strip

The Grantor shall retain ownership of the seawall and an easement in the adjacent 24 ft. strip. The legal description of said 24 ft. easement strip is as follows:

A parcel of land lying in section 1, Township 43 South, Range 22 East, Lee County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 1; Thence N-00-33'-37"-E, along the East line of said Section 1, a distance of 880.00 feet; Thence N 89 35' 58" W, a distance of 1207.71 feet; thence N 00 24' 02" E, a distance of 483.03 feet to the Point of Beginning of this description, said point also being a point on the arc of a circular curve to the right, whose radius point bears S 23 12' 30" w, from the last described point; thence Westerly

and Northerly, along the arc of said curve having a radius of 857.51 feet, an arc distance 16.11 feet, to the Point of Tangency; thence N 65 42' 55" W, a distance of 105.39 feet, to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 1953.11 feet, an arc distance of 403.03 feet to the Point of Tangency; thence N 53 52' 16" W, a distance of 271.00 feet, to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 502.12 feet, an arc distance of 282.75 feet, to the Point of Compound Curvature of a circular curve to the left; thence Westerly and Southerly, along the arc of said curve having a radius of 220.00 feet, an arc distance of 67.12 feet, to the Point of Tangency; thence S 76 23' 03" W, a distance of 179.04 feet; thence N 00 24' 02" E a distance of 24.74 feet; thence N 76 23' 03" E, a distance of 173.05 feet, to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly, along the arc of said curve, having a radius of 244.00 feet, an arc distance of 74.44 feet, to the Point of compound Curvature of a circular curve to the right; thence Easterly and Southerly, along the arc of said curve, having a radius of 526.12 feet, an arc distance of 296.26 feet, to the Point of Tangency; thence S 53 52' 16" E a distance of 271.00 feet, to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 1929.11 feet, an arc distance of 398.79 feet, to the Point of Tangency; thence S 65 42' 55" E a distance of 105.39 feet, to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly along the arc of said curve, having a radius of 833.51 feet, an arc distance of 5.54 feet; thence S 00 24' 02" W, a distance of 26.10 feet, to the Point of Beginning.

Said lands situate, lying and being in Lee County, Florida.

The Grantor, as owner shall be responsible for the maintenance, upkeep, insurance and taxes for the seawall area. The Grantor shall be responsible for maintenance and upkeep of the 24 ft. easement area. The adjacent condominium unit owner shall have a non-exclusive easement across said 24 ft. strip. The Grantor intends to utilize this seawall area as a wet dockage rental area for the condominium owners in Tract C and adjacent lands described above, other Punta Gorda Isles property Owners in Section 22 and for transient boat rentals. The Grantor, its assigns, successors in interest, invitees and guests shall have a non-exclusive ingress and egress easement across the 24 foot easement area.

20. Right-of Grantor

The Grantor reserves the right to itself, its agents, employees or any contractor or subcontractor, dealing with the Grantor, to enter upon the land covered by these restrictions for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to completing any dredging, filling, grading, or installation of drainage, water lines or sewer lines. These reserved rights in the Grantor shall also apply to any additional improvements which the Grantor has the right but not the duty to install, including but not limited to any street, sidewalks, curbs, gutters, beautification or any other improvements.

21. Prohibition Against Digging Water Wells

On all the aforementioned tracts digging or drilling of water wells is hereby prohibited except upon the written approval of Grantor and proper governmental authority.

22. Remedies For Violations

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

23. Additional Restrictions and Amendments

On any Lands owned by Grantor, the Grantor or its successor in title reserves the right, from time to time, to amend, modify, add to or delete from any part or all of the foregoing restrictions without notice to or consent from the Grantee.

24. Invalidity Clause

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

IN WITNESS WHEREOF, BURNT STORE MARINA, INC. has caused these presents to be signed in its name by its President, and its corporate seal affixed, attested by its secretary, this 14th day of September, 1979.

BURNT STORE MARINA, INC.

ATTEST: Secretary BY: President

Signed, sealed and delivered
in the presence of:

Witness
Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgments _____, President, and executed the foregoing Declaration & Restrictions and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Punta Gorda, County of Charlotte and State of Florida, this 14th day of September, 1979.

Notary Public, State of Florida.

DECLARATION OF RESTRICTIONS

WHEREAS, BURNT STORE MARINA, INC., hereinafter called the Grantor, a corporation under the laws of the State of Florida, is the owner in fee simple of certain lands situated in Lee County, Florida; and

WHEREAS, BURNT STORE MARINA, INC., previously recorded Declaration of Restrictions in O. R. Book 1432, Page 249 through 261, inclusive, of the Public Records of Lee County, Florida; and

WHEREAS, said Deed Restrictions encumbered all of Punta Gorda Isles, Section 22 as recorded in Plat book 28, Pages 118 through 138 inclusive of the Public Records of Lee County, Florida, including Tract C and other additional land; and

WHEREAS, the Grantor desires to remove a portion of the property from the above referenced deed restrictions, which property has been set aside for Keel Club Condominium more particularly described as follows:

WHEREAS, Burnt Store Marina, inc. under the terms of these instruments has the unrestricted right to amend, delete and supersede these restrictions, and

WHEREAS, it is the desire of said Grantor to amend, delete and supersede these restrictions previously filed which pertain to the following described real property.

NOW, THEREFORE, in accordance with the law, Burnt Store Marina, inc. does hereby terminate, amend, delete and supersede those previously recorded restrictions which pertain to the following described real property; and hereby establishes the following deed restrictions, which restrictions shall run with the land:

A tract of land lying in Section 1, Township 43 South, Range 22 East, Lee County, Florida. Said Tract also lying within Tract "C" of the plat of Punta Gorda Isles, Section Twenty Two as recorded in Plat book 28, pages 118 through 138 of the Public Records of Lee County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 1; thence run N 00 33' 37" E, along the easterly line of Section 1, a distance of 830.00 feet to a point; thence run N 89 35' 38" W, a distance of 947.57 feet to a point; thence run N 00 24' 02" a distance of 228.14 feet to a point lying on the above said tract "C" (said point being N 89 35' 38" W of and 948.19 feet from the southeast corner of the North 278 feet of the SE 1/4 of the SE 1/4 of said Section 1); thence continue N 00 24' 02" E, a distance of 10.39 feet to the point of beginning, said point also being the point of curvature of a curve to the right having a radius of 191.85 feet, a central angle of 18 07 32" and a chord bearing of N 09 27' 48" E; thence from along said curve a distance of 60.69 feet to the point of reverse curvature of a curve to the left having

a radius of 133.42 feet; and a central angle of 17 03' 03"; thence run along said curve a distance of 39.70 feet to the point of Tangency thereof; thence run N 01 28' 31" E a distance of 34.63 feet to the point of curvature of a curve to the right have a radius of 16.48 feet and a central angle of 84 36' 37"; thence run along said curve a distance of 24.34 feet to the point of Tangency thereof; thence run N 06' 05' 08" E, a distance of 82.67 feet to the point of curvature of a curve to the left having a radius of 23.62 feet and a central angle of 80 31' 28' thence run along said curve a distance of 33.19 feet to the point of Tangency thereof; thence run N 03 33' 40" E a distance of 25.23 feet to the point of curvature of a curve to the right having a radius of 15.95 feet and a central angle of 06 29' 24"; thence run along said curve a distance of 24.07 feet to the point of Tangency thereof; thence run S 87 96'94" E a distance of 16.07 feet to the point of curvature of a curve to the left having a radius of 350.09 feet and a central angle of 21 02 11"; thence run along said curve a distance of 128.54 feet to the point of Tangency thereof; thence run n 71 00' 53" E, a distance of 18.18 feet to the point of curvature of a curve to the right having a radius of 17.71 feet and a central angle of 109 23' 09"; thence run along said curve a distance of 33.80 feet to the point of Tangency thereof; thence run S 00 24' 02" W, a distance of 225.02 feet; thence run N 89 35' 38" W, a distance of 308.00 feet to the point of beginning.

1. USE:

The lands described above are restricted to any use allowed under the existing zoning regulations of Lee County, or as hereafter amended, including, but not limited to, multi-family residential and commercial.

2. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS:

In order to insure that the buildings on the aforementioned lot(s) will preserve a high standard of construction, no building or other structure shall be erected, placed, or remain on the aforementioned lot(s) until a set of the plans of the working drawings and specifications, including a plot plan showing the location of the buildings or other structures driveways, loading docks, property lines and set backs, is submitted to the Grantor as meeting the requirements of these restrictions and as being in accordance with the building, plumbing and electrical codes in effect at the time of construction or alteration on any such building has begun. Refusal of approval of plans and specifications and location by the Grantor may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion the Grantor deems sufficient. Construction requirements and specifications may include (but are not limited to) the following: title roof, minimum roof pitch, three to one; cement drives, outside building color subject to approval. Prior to approval of plans, written approval must be obtained from the Grantor for use of the building contractor duly licensed by the applicable governmental authorities and in addition shall pass such testing requirements as may be set forth from time to time by the Grantor. Said building contractor shall in addition to the foregoing requirements be required to past a performance and completion bond for the full amount of the work as shown on the plans and specifications so as to insure against the possibility of partially completed buildings marring the beauty of the abovementioned land. Aforesaid bond shall be obtained from a recognized institutional bonding company and shall be of a form and wording approved by the Grantor. The Grantor may, at its discretion, bond the construction in lieu of the above

said bonding company.

No alterations in the exterior appearance of the above building or structure shall be made without approval of the Grantor in writing. The provisions herein contained shall apply equally to repair, alterations or modifications made in the above building(s).

The Grantor reserves the right (but not the obligation) to, from time to time, inspect the building construction as it proceeds in order to assure itself that the building is being constructed according to the plans and specifications and if it should occur that said inspections show that this is not the case then a letter shall be addressed to the contractor with a copy to the owner setting forth said objections to construction and forthwith the work on said construction shall stop and abate until said objections shall have been complied with and settled.

Construction sheds may be placed on a tract and remain there temporarily during the course of active construction. No other portable buildings or trailers may be moved on the tract.

There shall be no construction signs displayed except those what may be required by law.

The issuance of a building permit or license, which may be in contravention of these restrictions shall not prevent the Grantor from enforcing these provisions;

3. LAWNS AND LANDSCAPING

A comprehensive landscaping plan shall be submitted to the Grantor for his approval and a sufficient number of trees and shrubs of sufficient size shall be shown thereon in a design which shall be commensurate with the development of high grade property. Said landscape plan after approval by the Grantor in writing shall be built and installed by the Grantee. Refusal of approval of said landscaping plan may be made by the Grantor based on purely aesthetic grounds which in the sole and uncontrolled discretion of the Grantor shall deem sufficient.

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

All lawns on all sides of the buildings on the above mentioned land shall extend to the pavement line. No parking strips, drives or paved areas are to be allowed except as approved on the plot plan of the plans and specifications, unless otherwise approved in writing by Grantor. Upon the completion of the building(s) on the above mentioned land, the

lawn area on all sides of the building(s) up to and including the lot line (unless a smaller area shall be approved in writing by Grantor) shall be completely sodded with grass and a watering system capable of keeping this grass sufficiently irrigated shall be installed, it being the Grantor's intent that the lawn area shall be uniformly green, luxuriant and well kept.

4. TELEVISION ANTENNAS

Unless otherwise approved in writing by Grantor, no outside antenna, aerial, or receiver of any kind shall be permitted on any of the land covered by these restrictions.

5. WALLS

No wall, hedge or fence shall be constructed along or adjacent to the side or rear tract lines on any of the aforementioned property with a height of more than three feet above the ground level unless the placement, character, form and size of said wall, fence or hedge be first approved in writing by Grantor. The height or elevation of any wall, hedge or fence shall be measured from the existing property elevation. Any questions as to such height may be conclusively determined by the Grantor.

6. DRILLING OIL, ETC.

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

7. NUISANCES

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

8. SIGNS AND DISPLAYS

No signs shall be erected or displayed on this property or on any structure, except that the Grantor may allow a sign to be erected at its discretion, if the placement and character, form and size of such sign be first approved in writing by the Grantor. This provision shall allow, only one "For Sale" sign on any property under Contiguous ownership, and no "For Sale" or "For Rent" sign shall be in excess of 6" x 8" in size.

9. MAINTENANCE

All building(s) and other structures when completed shall be maintained in a like-new condition and shall be kept freshly painted, including roofs. The color of paint shall not be changed without the written consent of the Grantor.

No woods, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises on the aforescribed land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and, in addition all of the landscaping, including the grass, shall be kept as befitting a high-quality lawn and any plants, grass, shrubs, etc. that might die or become other than luxuriant and well formed shall be promptly replaced and should the Grantee fail to keep premises in the aforescribed condition, then the Grantor may enter upon the land and repair, replace, install or maintain the offending portion and such entry shall be deemed a trespass and a lien shall arise in favor of the Grantor to the extent of the expenses to accomplish the aforesaid.

10. NO TEMPORARY BUILDING

No tents and no temporary or accessory building or structure shall be erected without the written consent of the Grantor.

11. WAIVER OF RESTRICTIONS

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

12. PUNTA GORDA ISLES SECTION 22 HOMEOWNERS ASSOCIATION, INC.

(1) Purpose

In order to insure that certain common properties, as designated on the record plat, will continue to be maintained in the manner that will contribute to the comfort and enjoyment of the residents of Punta Gorda Isles Section 22, tract C, other adjacent lands, and that said lands described herein for commercial usage to provide for other matters of concern to the resident, Grantor shall organize a non-profit association known as the Punta Gorda Isles Section 22 Homeowners Association, Inc. (hereinafter referred to as the "Association"). The purpose of the Association shall be to (a) maintain the areas designated as common areas of the said plat of Punta Gorda Isles, section 22, (b) maintain landscaping and other improvements on the entrance and easement areas thereof, (c) maintain a guardhouse, (d) take such actions as the Association is authorized pursuant to its Articles of Incorporation and Bylaws to take to maintain the quality of Punta Gorda Isles Section 22, including Tract C, other adjacent lands, and the said lands described herein.

(2) Association Membership

Every fee simple owner of a unit or parcel of land in Section 22, including Tract C and adjacent lands described above, shall be a member of the Association; a condominium unit owner shall be synonymous with parcel owner, property owner, including residential

condominium unit owners, or Land owner, and each condominium owner shall have the same membership rights and obligations as any other land owner, provided that:

(a) Any person or entity holding any interest in a parcel in the aforescribed property as a security for the performance of an obligation shall not be a member.

(b) The Grantor shall in any event be a member of the Association so long as it has any voting rights under subparagraph (c) of this article.

(c) Voting Rights. Until such time as the Grantor has deeded seventy-five percent (75%) of the lots and condominium units found in Section 22 including Tract C and adjacent lands described above, the Grantor shall have all of the voting rights of the Association; and the other members and owners shall not be entitled to notice or to vote at any meeting of members or to any notice hereunder or to otherwise participate in any action taken under these restrictions. Upon Grantor's having so conveyed seventy-five (75%) of the parcels of Punta Gorda Isles Section 22, Tract C, other adjacent lands, and the said lands described herein, each parcel owner shall be entitled to one vote for each parcel which shall be cast by the owner (including without limitation, the Grantor) thereof. In the event that the owner of any parcel is comprised of more than one person or entity, such persons or entities shall determine as between themselves how the vote for such parcel is to be voted, but there shall never be any fractional voting with respect to any parcel or more than one vote per parcel hereunder and in the event said common or joint owners do not unanimously agree on how their vote shall be voted, the Association, at its option, may refuse to recognize such vote.

13) Common Areas

The plat has certain areas designated as common areas by a capital A with a circle, which shall hereinafter in this Declaration of Restrictions be described as "COMMON AREAS". The Association shall be responsible for the administration, operation, maintenance, repair and replacement of the Common Areas and pay all costs and expenses therefor. It is understood and agreed that the owner of each of the lots and condominium unit owners in Punta Gorda Isles Section 22, including Tract C, other adjacent lands, and the said lands described herein, as recorded in the Lee County, Florida Records shall have an equal, undivided interest in all of the tract marked "Common Areas."

It is further understood that those Restrictions prohibit the further subdivision of these "Common Areas" and it is hereby declared to be appurtenant to each lot and condominium unit and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the lot or condominium unit. Such interest shall be deemed conveyed, devised, encumbered or otherwise included with the lot or condominium unit, even though such an interest is not expressly mentioned or described in the conveyance or other instrument. Each Grantee and each subsequent owner of any interest in a lot or condominium unit or on the common areas described above by acceptance of a conveyance of any instrument transferring an interest, waives right of a partition of any interest in the Common Areas under the laws of the State of Florida. All owners of lots or condominium units shall have as an appurtenance to their lots or units a perpetual

easement for ingress and egress from their lots and condominium units over and to the Common Areas, in common with all persons owning an interest in any lot or condominium unit in the aforesaid plat. The Common Area, as that term is used and described in these restrictions are not the same "Common Elements" or "Common Property" as those terms are used and described in the various condominium declarations pertaining to Section 22, including Tract C, other adjacent lands and the said lands described herein.

(a) Anything to the contrary aforesaid notwithstanding the Grantor reserves unto itself or its nominees the right and privilege to dig wells, install water lines, and other underground utilities within the Common Areas and to maintain the same, utilizing the appropriate equipment to do so.

(b) Automobiles, trucks and motorcycles of every description shall be prohibited access to or progress over the Common Areas, and transportation devices in addition to walking, shall be limited to bicycles, horses and golf carts approved by the Grantor, or the Association, and such other means of transportation as may be approved by Grantor or the said Association.

(c) There shall be no additions, removal or cutting of trees, plants or picking of flowers by individual lot owners nor shall individual lot owners be permitted to place on the Common Areas any permanent fixtures such as buildings, benches, barbeque pits or structures of any kind.

(d) Pets shall not be allowed to be destructive within the Common Areas or elsewhere.

(e) Excepted from the above restrictions will be the equipment and vehicles necessary to maintain the Common Areas and actions of the maintenance personnel appropriate to the development and maintenance thereof.

(4) Landscaping at Entrance Area

The Grantor has provided an area located at the juncture of Burnt Store Road and Islamorada Road, which shall be hereinafter referred to as entrance area. The Association shall operate and maintain any sprinkler systems, landscaping, or other improvements on the entrance area and pay all costs and expenses thereof.

(a) The Grantor has executed and recorded a landscaping easement in O. R. Book 1333 Pages 112-114 of the Public Records of Lee County, Florida, providing an area along Islamorada Road right-of-way for landscaping. The Association shall operate and maintain any sprinkler systems, landscaping or other improvements, and pay all costs and expenses thereof.

(b) The Association and its members shall have a non-exclusive easement over the entrance area as well as the landscaped easement area for the purpose of ingress and agrees to perform the following activities, which the Association shall be obligated to perform:

1) Operate and maintain sprinkler systems and landscape the entrance area and landscape easement area.

(2) Pay all expenses including but not limited to, the cost of water and electricity incurred in connection with performing the activity described above, and to pay all real estate taxes upon entrance areas.

(c) It is expressly understood and agreed that Grantor, for a period of ten (10) years from the date of recording these Restrictions, shall have the sole exclusive authority, but not the obligation to perform on behalf of the Association, the responsibilities set forth herein above and Grantor will the responsibilities set forth hereinabove and Grantor will be fully reimbursed by the Association for all reasonable expenses incurred in performing such responsibilities. However, Grantor may terminate its authority to perform said duties at any time prior to expiration of said ten (10) year period, in which event the Association shall assume such duties.

(d) At such time as Grantor no longer exercises voting control over the Association as provided in Paragraph 12(2)(c) of these Deed Restrictions, or at the option of Grantor at any time prior thereto, Grantor shall convey to the Association, in fee simple, subject to these restrictions, as the same may be amended from time to time, the entrance areas and the Association shall accept such conveyance.

(5) Guardhouse

The Association shall be responsible for providing the upkeep and maintenance of a guardhouse, to be located at the entrance way to the development. In addition, the Association shall be responsible for the cost of guards or security personnel that may be provided in said guardhouse.

(6) Charges

(a) The Association shall have the power and duty to levy a charge (the "Charge") upon each unimproved lot and dwelling unit. The charge may be annual, monthly or otherwise as determined to be in the best interest of the development of the Association. The owner or owners of each lot and dwelling unit shall have the obligation to pay the Charge which shall equal (i) the cost of enforcing these restrictions and exercising other powers granted the Association under its Articles of Incorporation and Bylaws, (ii) the cost of operating and maintaining the common areas, entrance and landscape easement areas and guardhouse, which will include but not be limited to the following costs: security equipment, salaries and wages, payroll taxes and benefits, repair and maintenance of all areas the Association is responsible for, operating supplies, insurance, equipment, purchases, equipment rental vehicle allowance, fertilizer, chemicals, landscape materials, depreciation and a contingency fee.

b) Each unimproved lot and dwelling unit shall be assessed equally. Upon the

improvement of any unimproved lot, the assessment due shall be based upon the total number of dwelling units.

(7) Covenant to Pay Charges Runs with the Land

The owner or owners of any lot or condominium unit or any successor in interest of such owner, by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association the charges including any charges upon the lot or condominium unit which have not been paid by prior owners. The covenant to pay the charges shall (i) be a personal obligation of the owner or owners of the lot or condominium unit at the time the charges are due and shall remain the personal obligation of said owner or owners after conveyance by said owner or owners, and (ii) shall be deemed to be a covenant running with the land which shall bind all of said owners, heirs, devisees, personal representatives and assigns, as well as all subsequent grantees and successors in interest of such encumbered property.

(8) Due Dates and Non-Payment of Charges

The board of Directors of the Association shall fix and give notice of by mail or in person to all members of the Association, the due date of the payment of all charges at least thirty (30) days in advance of such date.

If charges are not paid within thirty (30) days after the due date, the charges shall be delinquent and shall bear interest from the due date at the highest legal rate of interest. The Association may bring an action at law or equity (i) against the owner or owners personally obligated to pay the same, or (ii) foreclose the lien against the property of the delinquent owner and there shall be added to the amount of such charges all costs of collection, court costs, including the cost of appeal, reasonable attorneys fees and interest as provided above (referred to collectively herein as "costs") and in the event a judgment is obtained, such judgment shall include charges and costs.

(9) Non Payment of Charges; Creation of Lien

The Association shall have a lien on each lot or condominium unit for any unpaid charges which lien shall attach, be effective and be deemed to be perfected as of the date on which charges are due against all persons and interests, whatsoever, without the necessity of recording a claim of lien, which claim may, however, be recorded at the discretion of the Association. The lien shall not be discharged until all unpaid charges and costs are paid in full.

The lien hereunder shall be prior to and superior to the creation of any homestead status of the encumbered property and any subsequently recorded liens or encumbrances except that such lien shall be subordinate to lien of any first mortgage now or hereafter placed upon the encumbered property.

The lien set forth in this section shall not at any time encumber lots or units when owned by Grantor and the right to a lien shall commence only after conveyance of such lots or units by Grantor.

13. RIGHT OF GRANTOR

The Grantor reserves the right to itself, its agents, employees or any contractor or subcontractor, dealing with the Grantor, to enter upon the land covered by these restrictions for the purpose of carrying out and completing the development of the property covered by those restrictions, including but not limited to completing any dredging, filling, grading, or installation of drainage, CATV, water lines or sewer lines. These reserved rights in the Grantor shall also apply to any additional improvements which the Grantor has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautification or any other improvements.

14. PROHIBITION AGAINST DIGGING WATER WELLS

On all the aforementioned tracts digging or drilling of water wells is hereby prohibited except upon the written approval of Grantor and proper governmental authority.

15. REMEDIES FOR VIOLATIONS

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

16. ADDITIONAL RESTRICTIONS AND AMENDMENTS

The Grantor or its successor in title reserves the right, from time to time, to amend, modify, add to or delete from any part or all of the foregoing restrictions without notice to or consent from the Grantee.

17. INVALIDITY CLAUSE.

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

IN WITNESS WHEREOF, BURNT STORE MARINA, INC., has caused these presents

to be signed in its name by its vice President, Theodore Aughey, and its corporate seal affixed, attested by its Secretary, this 6th day of April, 1983.

BURNT STORE MARINA, INC.

(SEAL)

By: Theodore Aughey, Vice President

ATTEST:

Paula F. McQueen, Secretary

Signed, sealed and delivered
in the presence of:

Witness

Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Theodore Aughey, Vice President, and Paula F. McQueen as Secretary, and executed the foregoing Declaration of Restrictions and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Punta Gorda, County of Charlotte, and State of Florida, this 6th day of April, 1983.

NOTARY PUBLIC - State of Florida

OR BOOK 1683, PG 206

AMENDED DECLARATION OF RESTRICTIONS

WHEREAS, BURNT STORE MARINA, INC., hereinafter called the Grantor, a corporation under the laws of the State of Florida, placed certain Declaration of Restrictions dated September 14, 1979, and recorded in O. R. Book 1432, Page 249 through 261 of the Public Records of Lee County, Florida upon the real property described therein, and

WHEREAS, BURNT STORE MARINA, INC., under the terms of the said restrictions has the unrestricted and unlimited right to amend, modify, add to or delete restrictions, and

WHEREAS, the Deed Restrictions recorded in O. R. Book 1432, Page 249 thru 261 of the Public Records of Lee County, Florida could be construed to restrict all of Punta Gorda Isles, Section 22 when in fact there are separate restrictions pertaining to that portion of Punta Gorda Isles, Section 22 described as Blocks 990 thru 1011 recorded in O. R. Book 1233 Pages 975 thru 980 of the Public Records of Lee County, Florida, as amended. It is the intention of Burnt Store Marina, Inc. to identify the property restricted in the Deed Restrictions found in O. R. Book 1432, Pages 349 thru 361 of the Public Records of Lee County, Florida, as amended herein, by specifically identifying the property described herein, and

WHEREAS, BURNT STORE MARINA, INC. also desires to amended Paragraphs 17 (6) and Paragraph 19 as hereinafter stated.

NOW, THEREFORE, in accordance with the law, Burnt Store Marina, Inc. does hereby amend the Declaration of Restrictions dated September 14, 1979 and recorded in O. R. Book 1432, Pages 249 thru 261 of the Public Records of Lee County, Florida, as follows:

I. The legal description as set forth in O. R. Book 1432, Pages 249 thru 261 of the Public Records of Lee County, Florida is amended to exclude any reference to Blocks 990 thru 1011, Punta Gorda Isles, Section 22 as recorded in O. R. Book 1233, Pages 975 thru 980 of the Public Records of Lee County, Florida, as amended; and by identifying the name of the actual property described. This amendment does not change any calls, bearings, or distances as found in the Deed Restrictions recorded in O. R. Book 1432, Pages 249 thru 261 of the Public Records of Lee County, Florida;

MARINA SOUTH SHORE

TRACT C and adjacent lands, Punta Gorda Isles Section 22 according to the plat thereof is recorded in Plat Book 28, Page 118 through 138 of the Public Records of Lee County, Florida, and more particularly described as follows:

A tract of Land lying in section 1, Township 43 South, Range 22 East, Lee County, Florida, being more particularly described as follows: Commence at the Southeast corner of the said Section 1, thence run W00 33'37" E along the East line of said Section 880.003 feet;

thence ran N89 35' 58" W 1207.710 feet to the point of beginning; thence continue N89 35' 58" W 417.469 feet; thence run N00 24'02" E 399.293 feet; thence run W44 35'58" W 59.245 feet to the P.C. of a curve to the left having a radius of 90.00 feet and a central angle of 45 00'00"; thence run along said curve 70.686 feet to the P.T. thereof; thence run N 89 35' 38" W 661.018 feet, thence run N 00 24' 02" E 491.360 feet to a point lying 1.00 feet more or less, south of an existing seawall; thence run Easterly along a line parallel to and 1.00 foot South of the aforesaid seawall the following course W 76' 23' 38" E a distance of 173.04 feet to the P.C. of a curve to the right having a radius of 244.000 feet and a central angle of 17 28' 31"; thence run along said curve 74.444 feet to the P.O.C.C. of a curve to the right having a central angle of 32 15'50' and a radius of 526.120 feet; thence run along said curve 296.264 feet to the P.T. thereof; thence run 851 32' 16" E 271.000 feet to the P.C. of a curve to the left having a radius of 1929.110 feet and a central angle of 11 30' 39"; thence run along said curve 398.785 feet to the P.T. thereof; thence run S 65 42' 55" E 105.390 feet to the P.C. of a curve to the left having a radius of 833.510 feet and a central angle of 0' 22' 52"; thence run along said curve 5.540 feet to the point of departure from the aforesaid courses adjacent to the seawall; thence run S 00 24' 02" W 509.133 feet to the P.O.B. and containing 14.103 acres more or less. And subject to a 24' wide easement lying southerly of and parallel with the northerly line of the above described tract.

MARINA NORTH SHORE

Commence at the S.W. corner of Lot 3, Block 1001, of the said Section 22; thence run N 88 49' 02" W 116.62 feet to the point of beginning; thence run S 00 24' 02" W 221.04 feet; thence run S 59 00' 18" W 93.11 feet; thence run S 29 37' 14" E to a point lying 1.00 feet north of an existing seawall; thence run parallel to and approximately 1.00 feet landward of the said seawall the following courses S 60 22' 19" W 670.00 feet to the P.C. of a curve to the right having a radius of 566.37 feet, and a central angle of 25 48' 32" ; thence run along said curve 255.17 feet to the P.O.C.C. of a curve to the right having a radius of 201.69 feet and a central angle of 68 13' 04"; thence run along said curve 240.13 feet to the P.O.R.C. of a curve to the left having a radius of 150.92 feet and a central angle of 40 35' 21"; thence run along said curve 150.92 feet to the P.O.R.C. of a curve to the right having a radius of 699.09 feet and a central angle of 33 03' 46"; thence run along said curve 4013.41 feet to the P.O.R.C. of a curve to the left having a radius of 190.92 feet and a central angle of 32 42' 03"; thence run along said curve 175.60 feet to the P.O.R.C. of a curve to the right having a radius of 259.09 feet; a central angle of 92 46' 02" and a chord bearing N 39 25' 55" W; thence run along said curve 419.48 feet; thence run N 08 30' 48" E 218.65 feet; thence run W 11 26' 40" E 180.48 feet; thence run N 15 16' 28" E 366.45 feet to a point on a curve to the right having a radius of 359.54 feet, a central angle of 14 54' 33" and a chord bearing of N 18 55' 56" E thence run along said curve 93.56 feet to a point on a curve to the right having a radius of 289.00 feet, a central angle of 81 51' 27" and a chord bearing of N 75 44' 58" E; thence run along said curve 412.89 feet to the P.O.C.C. of a curve to the right having a radius of 325.04 feet and a central angle of 21 27' 36"; thence run along said curve 121.74 feet to the P.T. thereof; thence run S 41' 49' 09" E 530.92 feet to the P.C. of a curve to the right having a radius of 127.85 feet and a central angle of 42 15' 44"; thence run along said curve 94.30 feet to the P.T. thereof; thence run S 00 19' 28" W 391.00 feet; thence run 889 30' 58" E 751.00 feet to the P.O.B. and containing 40.10 acres more or less and subject to a 24' wide easement lying parallel to the southerly, westerly and northerly boundaries of the above described tract.

REMAINING NORTH SHORE

Commence at the S.E. corner of Lot 2, Block 1011 of Punta Gorda Isles, Section 22 as recorded in Plat Book 28, Pages 118 through 138 of the Public Records of Lee County, Florida, said point being the point of beginning; thence run S 00 24' 02" W 248.47 feet to a point lying 1 foot, more or less, north of an existing concrete seawall; thence run along a line parallel to an approximately 1 foot north of the aforesaid seawall the following courses n 89 30' 15" W 243.71 feet to the P.C. of a curve to the right having a radius of 90.00 feet, a central angle of 56 52' 01" and a chord bearing of N 63' 52' 23"; thence run along said curve 89.33 feet to a point; thence run N 38 48' 18" W 111.05 feet to the P.C. of a curve to the left having a radius of 844.73 feet and a central angle of 12 03' 23"; thence run along said curve 177.76 feet to the P.T. thereof; thence run N 50 51' 43" W 135.81 feet to the P.C. of a curve to the left having a radius of 816.95 feet and a central angle of 12 27' 35";

thence run along said curve 177.66 feet to the P.T. thereof; thence run N 63 19' 18" W 102.88 feet to the P.C. of a curve to the left having a radius of 382.63 feet and a central angle of 49 50' 32" ; thence run along said curve 332.85 feet to a point, said point being the point of departure from the line adjacent to the existing seawall; thence run N 16 42' 30" 274.94 feet to a point on the north line of the aforesaid Tract "C". Thence run along the said north line of Tract "C" the following courses; through a curve concave to the northwest having a radius of 65.00 feet, a central angle of 150 36' 34" and a chord bearing of W 74 22' 24" E; thence run along said curve 170.86 feet to the P.O.R.C. of a curve to the right having a radius of 100.00 feet and a central angle of 31' 36' 59"; thence run along said curve 55.76 feet to a point on a curve concave to the north having a radius of 200.00 feet a chord bearing of N 81 53' 50" E and a central angle of 45 50' 13"; thence run along said curve 160.00 feet to the P.O.R.C. of a curve to the right having a radius of 400.00 feet and a central angle of 67 00' 00"; thence run along said curve 467.75 feet to the P.O.R.C. of a curve to the left having a radius of 1500.00 feet and a central angle of 08 13' 50"; thence run along said curve 215.47 feet to the S.W. corner of the aforesaid Lot 2, Block 1011; thence continue along said curve, having a radius of 1500.00 feet and a central angle of 08 34' 35"; thence run along said curve 224.53 feet to the P.O.C.C. of a curve to the left having a radius of 1000.00 feet and a central angle of 15 34' 19", thence run along said curve 271.78 feet to the P.O.B. and containing 9.61 acres more or less. And subject to a 24' wide easement lying north of and parallel with the southerly line of the above described property.

II. Paragraph 17 (6) is amended, so when amended reads as follows:

*17. PUNTA GORDA ISLE SECTION 22 HOMEOWNERS ASSOCIATION, INC.

6. Charges

(a) The Association shall have the power and duty to levy a charge (the "charge") upon each unimproved lot and dwelling unit. The charge may be annual, monthly or otherwise as determined to be in the best interest of the development by the Association. The owner or owners of each lot and dwelling unit shall have the obligation to pay the charge which shall equal (1) the cost of enforcing these restrictions and exercising other powers granted the Association under its Articles of Incorporation and Bylaws (ii) the cost of operating and maintaining the common areas, entrance and landscape easement area, and guardhouse, which will include but not be limited to the following costs: guard house personnel costs, security equipment, salaries, and maintenance of all areas the Association is responsible for, operating supplies, insurance, equipment purchases, equipment rental vehicle allowance, fertilizer, chemicals, landscape materials, depreciation and a contingency fees

(b) Each unimproved lot and dwelling unit shall be assessed equally. Upon the improvement of any unimproved lot, the assessment due shall be based upon the total number of dwelling units."

III. Paragraph 19 is amended, so when amended reads as follows:

*19 OWNERSHIP OF SEAWALL AND EASEMENT OF THE ADJACENT 24 FT. STRIP

The Grantor shall retain ownership of the seawall and including 1 ft. inward from the seawall. There is an easement for ingress and egress across the adjacent 24 ft. strip. The legal description of said 24 ft. easement strip is as set out in an easement dated 29th day of June, 1981 entitled Reservation of Easement, which was recorded in O. R. Book 1537, Pages 226 through 230 of the Public Records of Lee County, Florida, as amended on the 3rd day of August, 1983, and recorded in O. R. Book 1683, Pages 204 through 205 of the Public Records of Lee County, Florida.

Burnt Store Marina, Inc., its assigns, successors in interest, lessees, invitees and guests shall have a non-exclusive ingress and egress easement across the twenty-four (24) foot assessment area. Burnt Store Marina, Inc. intends to utilize this seawall area as a wet dockage rental area for condominium unit owners in Section 22 and for transient boat rentals.

The various condominium associations, with the exception of the Marina South shore Condominium Association, Inc. will be the fee simple owners of the said twenty-four (24) foot strip as described in the Easement recorded in O. R. Book 1537, Page 226 through 230 of the Public Records of Lee County, Florida, and as such owner will be responsible for the maintenance, upkeep, insurance and taxes of said twenty-four (24) foot strip.

All other restrictions set out in the Declaration of Restrictions recorded in O R Book 1432, Pages 249 through 261 of the Public Records of Lee County, Florida shall remain in full force and effect, and are hereby ratified and confirmed, as though fully set forth herein.

IN WITNESS WHEREOF, BURNT STORE MARINA, INC. has caused these presents to be executed in its name, under its corporate seal by its duly authorized officer and has executed the same this 2nd day of August, 1983.

BURNT STORE MARINA, INC.

BY: Warren Wankelman, Vice President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared W. Warren Wankelman to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of August, 1983.

NOTARY PUBLIC.
OR BOOK 1554, PG 942

NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT

THIS NON-EXCLUSIVE EASEMENT GRANT, made this ____ day of October, 1981, by and between BURNT STORE MARINA, INC. a Florida corporation, as Grantor, and to all persons having an interest in MARINA SOUTH SHORE CONDOMINIUM, a condominium according to the Plat thereof recorded in Condominium Book 6, Pages 160-166, Public Records of Lee County, Florida, and to MARINA SOUTH SHORE CONDOMINIUM ASSOCIATION, INC., its members and successor members, as Grantees, and their licensees, invitees and guests:

WITNESSETH:

Grantor, in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration paid by Grantees, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantees a perpetual non-exclusive easement for ingress and egress to and from the lands of Grantees over the present road way located in the following described land in Lee County, Florida. to-wit:

A 60 ft. strip of land lying 30 ft. either side of the following described centerline:

Commence at the NW corner of S. 1660 ft. of Section 6, TWP 43 S, RGE 23 E, as shown on the plats of PGI, Section 22, recorded in Plat book 26, Pages 116 thru 136, Lee County, Florida; thence run E88 22' 02" E along the S line of said S. 1660 ft., 118.63 ft. to a point; thence run N 01 37' 38" W, 40.00 ft; thence run N 36 26' 56" W, 1.3.56 ft. to the Point of Beginning:

Thence run South and West along a curve to the left, 169.23 ft. to the P.T. of said curve having a radius of 162.98 ft. and a central angle of 52 59' 5" and a chord bearing of S 27 03' 20" W; thence run S 00 33' 37" W, 548.76 ft. to the P.C. of a curve to the right having a radius of 200.60 ft. and a central angle of 69 50' 25" and a chord bearing of S 45 28' 50" W; thence run South and West along said curve 313.60 ft. to the P.T. of said curve; thence run N 89 36' 58" W, 978.35 ft. to a point lying on the East boundary of the tract known as marina South Shore Condominium, Phase I. said point being the terminus of described centerline.

This is a non-exclusive easement and Grantor, its successors and assigns, and any other person designated by Grantor shall also have the right to the use of the aforesaid easement together with Grantees.

Reserving unto Grantor, its successors and assigns the further right to use the aforesaid easement for ingress and egress and for any other lawful purposes, including drainage and for the installation and maintenance of utilities and further reserving unto Grantor, its

successors and assigns the right, but not the duty, to dedicate the above described property in the public for road right-of-way.

IN WITNESS WHEREOF, BURNT STORE MARINA, INC., by its duly authorized officers, has executed this instrument the day and year above written.

Signed, sealed and delivered
in the presence of:

BURNT STORE MARINA, INC.
A Florida Corporation

by: Vice President

ATTEST: Secretary
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by Don E. Williams and Paula F. McQueen, as Vice-President and Secretary, respectively of BURNT STORE MARINA, INC., a Florida corporation, as the act and deed of said corporation.

Witness my hand and official seal this _____ day of October, 1981.
NOTARY PUBLIC
OR 1333, PG. 112

RESERVATION OF EASEMENT

PUNTA GORDA ISLES CONSTRUCTION, INC., owner of the premises described below, hereby specifically reserves to itself a perpetual easement for access over and upon the following lands lying adjacent to the rights of way of Islamorada Road in Punta Gorda Isles, Section 22, as recorded in Plat Book 20, pages 119 through 139 of the Public Records of Lee County, Florida, more particularly described as follows:

Fifteen foot easement lying adjacent to the right of way line of Islamorada Road in Punta Gorda Isles, Section 22, and running through the following property:

All of Block 998, Lot 14, Block 991; Lots 1 & 6 of Block 994; Lot 1 of Block 993, Lots 2, 3 and 4 of Block 995; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 of Block 997; Lots 9, 10 & 11 of Block 1003, and Lot 1 of Block 1002; All in Punta Gorda Isles, Section 22, according to the Plat thereof as in Plat Book 28, Pages 119 through 139 recorded of the Public Records of Lee County, Florida.

To have and to hold the easement or right-of-way hereby reserved onto PUNTA GORDA ISLES CONSTRUCTION, INC. its assigns and successors in interest and those likely situated as described above, and their heirs and assigns, as appurtenant to the right of way of Islamorada Road and every part of it.

It is understood that the easement is reserved upon the express understanding and condition that it may be used by PUNTA GORDA ISLES CONSTRUCTION, INC., its administrators and assigns in conjunction with future owners of the lots containing this easement, their heirs and assigns and others likely situated and their heirs and assigns.

It is further understood that the express purpose for this Reservation of Easement is to provide PUNTA GORDA ISLES CONSTRUCTION, INC., or its assigns with the ability but not the duty of designing, planting, watering, cultivating, maintaining or keeping in repair landscaping both within the right of way of Islamorada Road and within these additional fifteen (15) foot easements.

It is further understood that PUNTA GORDA ISLES CONSTRUCTION, INC., its assigns and tenants in no way will be bound to improve, maintain, or construct such landscaping or to keep such landscaping in repair; nor does PUNTA GORDA ISLES CONSTRUCTION, INC., its assigns, other likely situated, their heirs and assigns assume any liability or responsibility to any person using the land by invitation, expressed or implied, or by reason of any business conducted with subsequent purchasers of lots containing this easement, their heirs and assigns, or otherwise.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Agreement on this 28th day of February, 1979.

Signed, sealed and delivered
in the presence of:

GORDA ISLES CONSTRUCTION, INC.

By: W. Warren Wankelman, Vice President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I, a Notary Public in and for the County and State aforesaid, do hereby certify that W. Warren Wankelman, Vice President of PUNTA GORDA ISLES CONSTRUCTION, INC., known to me personally appeared before me and acknowledged the execution thereof.

WITNESS my hand and official seal in the County and State this 28th day of February, A. D. 1979.

NOTARY PUBLIC