

PUNTA GORDA ISLES SECTION 22 HOMEOWNERS ASSOCIATION, INC. SUMMARY OF RESTRICTIONS

There are three sets of Section 22 Documents of Restrictions covering each of three areas within the Section 22 geographical area. A fourth area is outside the Section 22 area.

Area IV containing Courtside Landings, The Resort and Vista Del Sol are all outside of the Section 22 geographic area and are not covered by the Rules and Restrictions of Section 22. These residents should refer to their own documents for their rules and restrictions.

All other homeowners are covered by one of the three Section 22 documents. The following are paraphrased excerpts from the Section 22 documents. For more details and other restrictions (re: building, easements, etc.) homeowners should refer to the complete, official copy of the Section 22 Restrictions which they should have received when they purchased their home and should pass on to the new owners when they sell their home. Copies are available from Alliant for a small copying fee.

Section 22 documents take precedence over individual association documents. Restrictions of the individual associations within the Section 22 geographic area can be more restrictive but not less restrictive than those of Section 22.

Area II, referred to in the documents as Tract C, includes the residents within South Shore, North Shore, Diamond Park, Prosperity Point, Marina Towers and Harbor Towers. Area III includes only the Keel Club, which is within the commercial zoning area. Area I, referred to in the documents as Blocks 990 to 1011, includes all other associations and independent homeowners not listed in one of the other areas.

Since there are some variances in the three documents, each section below will indicate the areas, I, II, and/or III that are covered by the restriction. Please refer to your individual association documents for additional rules and restrictions that are applicable to your specific local association.

Complying with restrictions keeps our community looking its best. To report an infraction of a Section 22 restriction, contact Alliant. To report an infraction of your individual association's restrictions, contact your association manager or your association Board members.

RESIDENTIAL USE - I, II and III

All property is restricted to either multifamily or single family residential use.

NO TRADE, BUSINESS, PROFESSION, ETC, - I and II

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.

LAWNS AND LANDSCAPING - I, II, and III

All lawns on all sides of the buildings 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. 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.

LOCATION OF GARAGES AND PARKING – I

One and one-half paved parking spaces must be provided for each dwelling unit. No carports are allowed and any parking structure must be fully enclosed so as to keep the vehicle from view. No trailers, trucks, motor homes or boats of any kind shall be parked overnight on or adjacent to the above-mentioned parking area without the express written consent of Grantor, unless shielded from view and fully enclosed with a building on said lot.

WALLS, FENCES AND HEDGES - I, II and III

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.

ANIMALS, ETC.- I and II

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.

DRILLING OIL, ETC. - I, II, and III

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.

NUISANCES - I, II and III

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

GARBAGE CONTAINERS AND TANKS - I and II

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.

CLOTHES DRYING AREA - I and II

No outdoor clothes drying shall be allowed. Florida State law now protects the use of clotheslines as energy devices based on renewable resources. However, the intention of the restriction is for these not to be visible. They should not be on common ground and should be kept within your lanai area as out of sight as possible.

SIGNS AND DISPLAYS - I, II and III

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, and 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.

Section 22 Board Policy: A single tube may be attached to a "For Sale" sign if it meets the following conditions:

1. It has no writing, advertising or logos on it.
2. The words "Free Take One" are permitted.
3. Its size is no larger than necessary to accommodate normal 8 1/2 x 11 paper
4. It is a solid, neutral or clear color.
5. Written notice of violations will be sent by mail to both the homeowner and the realtor.

MAINTENANCE - I, II and III

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 afore described land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and, in addition all of the landscaping including the grass shall be kept as befitting a high-quality lawn and any plants, grass, shrubs, etc. that might die or become other than luxuriant and well formed shall be promptly replaced and should the Grantee fail to keep premises in the afore described 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 afore stated.

NO TEMPORARY BUILDING - I, II and III

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

WAIVER OF RESTRICTIONS - I, II and III

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.

PROHIBITION AGAINST DIGGING WATER WELLS - I, II and III

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.

VEHICLES ON COMMON AREAS - I, II and III

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.

COMMON AREA TREES, PLANTS, FLOWERS - I, II and III

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.

PETS ON COMMON AREAS - I, II and III

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

TELEVISION ANTENNAS – II

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. The Federal Government now protects the use of satellite dishes not in excess of one meter.

NOTICE OF GOLF COURSE - I and all golfers

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

REMEDIES FOR VIOLATIONS - I, II and III

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.

LANEWAYS AND WALKWAYS

One of the joys of living in Burnt Store Marina is staying active by walking, jogging, biking, skating and cart riding within our gated community. We have designated lanes along Islamorada, part of Cape Cole Boulevard and a pathway on the south end of Matecumbe Key Road as well as the pathway around Prosperity Point. During season, these designated lanes and pathways are always busy and even get momentarily congested. Everyone must cooperate and make safety their first concern. Common sense and courtesy will help everyone enjoy these safely. Here are some guidelines to help them run smoothly and safely.

- Carts are permitted in the designated lanes and on the pathway around Prosperity Point but they are not permitted on the pathway on Matecumbe Key Road. Cart drivers must use caution at all times and be careful to avoid all others using the paths. Please have a responsible driver and do not permit young children to drive the carts as this endangers themselves and others using the pathways.
- Walkers, joggers and skaters should always move facing the traffic and go into single file when the lane is busy.

- Bikers and carts should ride with the traffic and use hand signals.
- It is the norm to stay to the right and to pass on the left.
- It is helpful if you call out your position and intention in passing and be prepared to stop if the one you are passing should make an unexpected move in a different direction.
- Everyone should be prepared to yield as the situation necessitates. With car traffic in the roadway, there is limited room to give way and therefore everyone must cooperate in making room in the designated lanes for everyone.
- The Golf Cart paths on the Golf Course are restricted to use by the golfers and should never be used by walkers, joggers, bikers or skaters.
- Everyone (walkers, golf carts and bikers) must follow Florida traffic laws (e.g. stop at STOP signs). With everyone's cooperation and good will, we can all safely enjoy the pathways together.