

This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF RESTRICTIONS
SECTION 21 – SINGLE FAMILY
AND
DECLARATION OF RESTRICTIONS
SECTION 21 – MULTI-FAMILY
AND
ARTICLES OF INCORPORATION OF
BURNT STORE LAKES PROPERTY OWNER’S ASSOCIATION, INC.
AND
AMENDED AND RESTATED BYLAWS OF
BURNT STORE LAKES PROPERTY OWNER’S ASSOCIATION, INC.

The Undersigned, being duly elected and acting President and Secretary of **BURNT STORE LAKES PROPERTY OWNER’S ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that the attached **Amended and Restated Declaration of Restrictions Section 21 (Burnt Store Lakes)**, **Amended and Restated Articles of Incorporation of Burnt Store Lakes Property Owner’s Association, Inc.**, and **Second Amended and Restated Bylaws of Burnt Store Lakes Property Owner’s Association, Inc.**, including any and all exhibits thereto, were approved as evidenced by a written statement or ballot manifesting the intention that such amendment be adopted; and

WHEREAS, the **Amended and Restated Declaration of Restrictions Section 21 (Burnt Store Lakes)** was approved and adopted by the affirmative vote of not less than two-thirds (2/3rds) of the **single family** membership interests present, in person or by proxy, at a duly called meeting of the membership; and

WHEREAS, the **Amended and Restated Declaration of Restrictions Section 21 (Burnt Store Lakes)** was approved and adopted by the affirmative vote of not less than two-thirds (2/3rds) of the **multi-family** membership interests present, in person or by proxy, at a duly called meeting of the membership; and

WHEREAS, the **Amended and Restated Articles of Incorporation of Burnt Store Lakes Property Owner’s Association, Inc.**, were approved and adopted by the affirmative vote of not less than two-thirds (2/3rds) of the votes of the voting members present, in person or by proxy, at a duly called meeting of the membership; and

WHEREAS, the **Second Amended and Restated Bylaws of Burnt Store Lakes Property Owner’s Association, Inc.**, were approved and adopted by the affirmative vote of not less than

two-thirds (2/3rds) of the single family and multi-family membership interests present, in person or by proxy, at a duly called meeting of the membership; and

WHEREAS, the original **Declaration of Restrictions Section 21 – Single Family** was recorded in Official Records Book 397, Page 918, *et seq.*; the Notice of Preservation under the Marketable Record Title Act was recorded in Official Records Book 1743, Page 228, *et seq.*; an amendment to the Declaration of Restrictions Section 21 – Single Family was recorded as Instrument No. 2403081, all in the Public Records of Charlotte County, Florida, and all as may have been amended from time to time; and

WHEREAS, the original **Declaration of Restrictions Section 21 – Multifamily** was recorded in Official Records Book 397, Page 926, *et seq.*; the Notice of Preservation under the Marketable Record Title Act was recorded in Official Records Book 1743, Page 231, *et seq.*; an amendment to the Declaration of Restrictions Section 21 – Multi-Family was recorded as Instrument No. 2403082, all in the Public Records of Charlotte County, and all as may have been amended from time to time; and

WHEREAS, the original **Articles of Incorporation of Burnt Store Lakes Property Owner's Association, Inc.**, were filed with the Florida Department of State on May 22, 1984, and assigned charter number N03232, as may have been subsequently amended; and

WHEREAS, the prior **Amended and Restated Bylaws of Burnt Store Lakes Property Owner's Association, Inc.**, were recorded in Official Records Book 1768 Page 561, *et seq.*, and an amendment to the Amended and Restated Bylaws of Burnt Store Lakes Property Owner's Association, Inc. was recorded as Instrument No. 2403080, all in the Public Records of Charlotte County, Florida and all as may have been amended from time to time; and

WHEREAS, the Association intends for this amendment to serve as a notice to preserve and protect the above-referenced covenants and restrictions from extinguishment under the Marketable Record Title Act, Chapter 712, Florida Statutes.

NOW THEREFORE, IT IS

RESOLVED: The **Amended and Restated Declaration of Restrictions Section 21 (Burnt Store Lakes)** is hereby adopted in the form attached hereto as **Exhibit "1"** and made a part hereof; and

FURTHER RESOLVED: The **Amended and Restated Articles of Incorporation of Burnt Store Lakes Property Owner's Association, Inc.**, are hereby adopted in the form attached hereto as **Exhibit "2"** and made a part hereof; and

FURTHER RESOLVED: The **Second Amended and Restated Bylaws of Burnt Store Lakes Property Owner's Association, Inc.**, are adopted in the form attached hereto as **Exhibit "3"** and made a part hereof; and

FURTHER RESOLVED: That the above-referenced covenants and restrictions are hereby preserved and protected from extinguishment under the Marketable Record Title Act, Chapter 712, Florida Statutes; and

FURTHER RESOLVED: That the Officers and Directors are hereby instructed and authorized to cause the aforementioned documents to be filed of public record together with a Certificate of Amendment.

Dated this 26 day of OCTOBER, 2021

WITNESSES (2):

Sign: Dawn M. Caniff
Print: Dawn M. Caniff

Sign: Sandra J. Funk
Print: SANDRA J. FUNK

**BURNT STORE LAKES PROPERTY OWNER'S
ASSOCIATION, INC.**

Sign: [Signature]
Print: ROBERT D. HANCIK
Title: President

WITNESSES (2):

Sign: Dawn M. Caniff
Print: Dawn M. Caniff

Sign: Sandra J. Funk
Print: SANDRA J. FUNK

ATTEST:

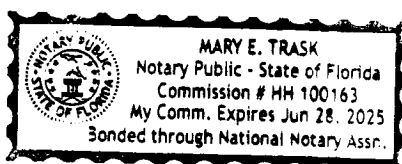
Sign: [Signature]
Print: Elisabeth Gertz
Title: Secretary

[Remainder of this page intentionally left blank, notary page to follow]

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 26th day of October, 2021, by Robert Hancik, as President of **BURNT STORE LAKES PROPERTY OWNER'S ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation, who (check one) ☒ is personally known to me, or ☐ produced the following identification:

(Notary Seal/Stamp)



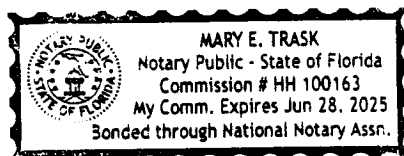
Notary Public - State of Florida

Sign: Mary E. Trask
Print: Mary E. Trask
My Commission Expires: 6/28/2025

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 26th day of October, 2021, by Elisabeth Geltz, as Secretary of **BURNT STORE LAKES PROPERTY OWNER'S ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation, who (check one) ☒ is personally known to me, or ☐ produced the following identification:

(Notary Seal/Stamp)



Notary Public - State of Florida

Sign: Mary E. Trask
Print: Mary E. Trask
My Commission Expires: 6/28/2025

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
SECTION 21
(BURNT STORE LAKES)**

Substantial rewording. See governing documents for current text.

THIS AMENDED AND RESTATED DECLARATION is made effective this ____ day of _____, 2021, by the BURNT STORE LAKES PROPERTY OWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter called the "Association."

PREMISES:

Whereas, the Association is a Florida not-for-profit corporation responsible for the operation of a community subdivision located in Charlotte County, Florida, consisting of single-family and multi-family residential lots and related recreational and other common facilities and amenities, to be known as "BURNT STORE LAKES" (hereinafter referred to as the "Community"); and

Whereas, the Community is comprised of both single family lots and multi-family lots, the real property that is described in Exhibit "A" and "A-1" to this Declaration (the "Lands"); and

Whereas, the Community was originally created and established by Punta Gorda Isles, Inc., a Florida corporation as its developer as a residential community, subject to the Declaration of Restrictions for Section 21 (Burnt Store Lakes) for those Lots designated as Single Family Lots, as originally recorded in Official Records Book 397, Pages 918-921 of the Official Records of Charlotte County, Florida and for those Lots designated as Multi-Family Lots as originally recorded in Official Record Book 397, Pages 926-933 (collectively the "Original Declarations"); all as may have been subsequently amended from time to time and later preserved in the Public Records of Charlotte County, Florida; and

Whereas, to provide a means for meeting the purposes and intents herein set forth, the Association was formed as a Florida corporation, not-for-profit pursuant to Chapters 617 and 720, Florida Statutes; and

Whereas, to preserve, protect and enhance the values of the property and amenities in the Community, and the general health, safety and welfare of the members of the Association, the Association deems it desirable to maintain subject to the Community to certain protective covenants, conditions and restrictions, but to also restate, update and amend the Original Declarations; and

Whereas, the Community has been turned over by the Developer to the Owners of the Lots within the Community, and the Association, by and through its Board of Directors, have decided to amend and restate the Original Declarations and as later amended and later preserved, to reflect that the Developer is no longer involved in the Association and to update the Original Declarations to address changes to the law as well as the current and future needs of the Association;



NOW THEREFORE, the Association hereby declares that the Lands described in Exhibit "A" and "A-1" hereto, are and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Amended and Restated Declaration, which shall run with the Lands and be binding on all parties having any right, title or interest in the Lands or any parts thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. DEFINITIONS. The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, or if not defined below unless the context clearly requires another meaning.

1.1 "Architectural Review Committee" ("ARC") means the Architectural Review Committee as established and empowered in Article 5 of this Declaration.

1.2 "Assessment" or "Assessments" means a share of the funds required for the payment of The expenses of the Association which from time to time is assessed against the members, including without limitation annual assessments and special assessments, as authorized by Article 8 of this Declaration and does not mean a non-ad valorem special assessment (by any name) which may be levied and imposed on the property by a general purpose or special purpose local government.

1.3 "Association" means Burnt Store Lakes Property Owner's Association, Inc., a Florida corporation not-for-profit, which has its principal place of business in Charlotte County, Florida and its successors and assigns.

1.4 "Board" means the Board of Directors of Burnt Store Lakes Property Owner's Association, Inc.

1.5 "Burnt Store Lakes" is the name of the Community.

1.6 "Community" means all real property comprising Burnt Store Lakes, as described in Exhibit "A" and "A-1", and the improvements thereon.

1.6.1 "Common Assessments" means assessments or charges levied against all Lots to fund Common Expenses in accordance with this Declaration.

1.6.2 "Common Expenses" means actual and estimated expenses incurred by the Association for the operation, maintenance, repair and replacement of Community Common areas, including any reasonable reserves.

1.7 "Community Common Area" or "Common Area" or "Common Property" means that real property, including any improvements and fixtures thereon, which is owned, leased, dedicated to, operated or maintained by the Association. It includes any private streets and roadways, if any, the surface/storm water management system within Burnt Store Lakes, including the lake tracts and drainage easements, as well as all pedestrian walkways, parkways

and lakes which are designated "A" on the recorded Plat including all greenbelts, common areas, easements and parcels designated as Park "A" as set forth in Punta Gorda Isles, Section 21, according to the Plat thereof as recorded in Plat Book 13, Pages 1-A through 1-Z-21, Public Records of Charlotte County, Florida. The term "Common Area" shall also include all greenbelt areas which are lands which have been deeded to each property owner and for which each Lot Owner has been deeded an undivided interest in the common property (area) pursuant to that certain Deed from PGI, Incorporated f/k/a Punta Gorda Isles, Inc. to all property owners located in Punta Gorda Isles, Section 21, which is dated August 28, 1992 and recorded in Official Record Book 1240, Page 1986, Public Records of Charlotte County, Florida, a copy of which is attached hereto as Exhibit "B".

1.8 "Condominium" means and refers to any condominium unit created by a condominium declaration and which is within the property designated as multi-family within Burnt Store Lakes.

1.9 "County" or "the County" means Charlotte County, Florida.

1.10 "Design Guidelines" or "Architectural Design Guidelines" shall have the meaning set forth hereinafter.

1.11 "Development-Wide Standard" shall mean and refer to the standard of conduct, maintenance or other activity prevailing in the Community. Such standard may be more specifically determined by the Board and/or by committees required or permitted to be established pursuant to this Declaration or the Bylaws. Such determination, however, must be consistent with the standard originally established by the Declarant.

1.12 "Domestic Partners" means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other's well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other's common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of the Declaration.

1.13 "Easement" is a separately recorded item that designates that another party has a right over a portion of land, although the property owner owns the underlying land. Examples of this include utility and drainage easements.

1.14 "Electronic Transmission" means any form of electronic communication which creates an electronic record/file that may be retained, retrieved, and reviewed by recipients and may be reproduced on the recipient's computer screen or in a readable paper form by recipients using a laser or inkjet printer.

1.15 "Family" or "Single Family" shall refer to any one of the following:

1.15.1 One natural person, his spouse or Domestic Partner, if any, and their custodial children, if any.

1.15.2 Not more than two natural persons not meeting the requirement of Article above, but who customarily and continuously reside together as a Single housekeeping Residence, and the custodial children and/or the parents of said parties, if any.

1.15.3 The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family member" is a person who resides in a Lot or Residence as part of the Owner's Family, but is not a title holder.

1.16 "Fractional Ownership" or "Residence Sharing" means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Lot or Residence (or any other possessory or use right in a Residence) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Lot and the Residence thereon.

1.17 "Guest" means any person who is not the Lot or Residence Owner or a Tenant or a member of the Owner's or Tenant's Family, who is physically present on or occupies the Property on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

1.18 "Governing Documents" means this Amended and Restated Declaration, the Articles of Incorporation, the Amended and Restated Bylaws, and the Rules and Regulations (which include policies, guidelines, and resolutions adopted by the Board and as may be amended by the Board from time to time) of the Association, and any Design Review or Architectural Control Guidelines. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed herein.

1.19 "Institutional Mortgagee" means:

1.19.1 a lending institution having a first mortgage lien upon a Lot, Parcel or Tract, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

1.19.2 a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Residence.

1.20 "Lands" means the land described in Exhibit "A" and "A-1" to this Declaration which consist of those lands designated as Single-Family Lots and Multi-Family Lots, respectively.

1.21 "Lease," when used in the context of the renting of Lots or Residences, means the grant by a Lot or Residence Owner of a right of use of the Owner's Lot or Residence for consideration.

1.22 "Individual Service Expense Assessment or Charge" shall have the meaning set forth in Section 8.7.

1.23 "Lot" means one or more of the platted portions of land into which the Community has been subdivided. There are lots which have been designated on Exhibit "A" that must be used as single-family purposes and other Lots which are designated on Exhibit "A-1" which are intended to be developed for multi-family purposes. Single Family Lots may be developed with each Single-Family Lot having a single detached dwelling unit or Residence having been constructed or is intended to be constructed. Multi-Family Lots are intended to be developed into multi-family dwelling units consisting of conjoined structures and developed into condominiums and similarly situated residential housing product. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as it if were followed by the words "and the Residence constructed thereon." Property within Burnt Store Lakes which is designated and intended solely for single family purposes is described in Exhibit "A" attached hereto. Property which is intended to be developed as multi-family purposes is described in Exhibit "A-1".

1.24 "Member" means any or all of the record owners of a Lot or Residence within Burnt Store Lakes who are entitled to membership in the Association, as provided in the Governing Documents.

1.25 "Occupant" when used in connection with a Residence, means a person who is physically present in a Residence on two or more consecutive days, including staying overnight for one night.

1.26 "Owner" means the record owner of legal title to any Lot or Residence within Burnt Store Lakes.

1.27 "Parcel" or "Tract" means any and all unplatted portions of the Community.

1.28 "Property" means any and all real property comprising Burnt Store Lakes as described in Exhibit "A" and "A-1" and "Common Property" as described in Exhibit "B", and including any improvements and fixtures thereon.

1.29 "Residence" or "Unit" means any single-family detached dwelling located on a platted lot in the lands designated as single family lots and/or multi-family dwelling attached Unit developed on the multi-family lots located within the Community and intended for occupancy by one family or household per multi-family unit developed on said multi-family Lot.

The use of the term "Residence" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located and any appurtenant improvements."

1.30 "Rules and Regulations" means the administrative regulations governing use of Lots, Residences and the Common Areas and procedures for administering the Association, as adopted, and amended from time to time by resolution of the Board of Directors.

1.31 "SWFWMD" means Southwest Florida Water Management District.

1.32 "SWFWMD Permit" means and refers to the SWFWMD Permit issued for the Burnt Store Lakes as it may be amended from time to time.

1.33 "Setback" means and refers to the closest distance that a structure is "set back" from a property line.

1.34 "Storm or Water Management System" means that system designed and installed to manage surface water throughout the Community.

1.35 "Street(s)" shall mean all public and private right(s)-of-way of and for all roads, drives, courts, ways and cul de sacs within the Property or serving the Property as the same are described and depicted on the Plats, together with all paving, curbing, gutters, sidewalks and other improvements, facilities and appurtenances from time to time located therein, including street lights and utility lines, which may or may be publicly dedicated and/or dedicated to the Association or its members as Common Areas; but, specifically excluding, however, such utility lines, facilities and appurtenances as are located within such right(s)-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property.

1.36 "Structure" means and refers to the following:

1.36.1 Any building, improvement, or object, the placement of which upon any real property may affect the appearance of such real property, including, by way of illustration and not limitation, a Residence or other building or part thereof, garage, porch, covered or uncovered patio/lanai, swimming pool, pool cage, fence, wall, screening, playground equipment, basketball goal, paving, berms, sign, signboard, or any other temporary or permanent improvements to such real property, excluding, however, operable vehicles and items located totally within a Residence or garage and not visible from the outside, and further excluding objects such as mobile basketball goals on wheels, toys and lawn maintenance equipment which are not attached or affixed to a Lot or Structure and which are easily moved.

1.36.2 Any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot or Condominium Property, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot or Condominium Property; and

1.36.3 Any change in the grade at any point on a Lot or portion thereof of more than six inches (6"), whether or not subsection 1.33.2 of this Section applies to such change.

1.37 "Subdivision Plat" or "Plat" means the recorded Plat of Punta Gorda Isles, Section 21 as recorded in Plat Book 13, Pages 1A through 1-Z-21, Public Records of Charlotte County, Florida.

1.38 "Tract" means any and all platted portions of the Community other than the Lots.

1.39 "Voting Interest" or "Membership Interest" means the arrangement established in Article 2 of the Bylaws of the Association by which certain classes of members are entitled to vote in the affairs of the Association. The total number of voting or membership interests is Two Thousand Thirty-Eight (2,038) and this is composed of One Thousand Eight Hundred Forty-Nine (1,849) single family Lots, voting or membership interests and One Hundred Eighty-Nine (189) multi-family Lots, voting and membership interests.

1.40 "Water Areas" means any lakes, ponds, streams, stormwater retention and detention areas and greenbelt areas within the Community.

2 COMMUNITY PLAN. The Community consists of single family and multi-family Lots comprised of the real property described in Exhibit "A" and "A-1", which is located in Charlotte County, Florida, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as the "Lands." As of the date of this Amended and Restated Declaration, there are total of Two Thousand Thirty- Eight (2,038) platted lots which consists of One Thousand Eight Hundred Forty-Nine (1,849) single family lots and One Hundred Eight-Nine (189) multi-family lots. The record owner of each Lot is assigned one (1) vote or voting or membership interest.

3 THE ASSOCIATION'S PURPOSES AND POWERS. The primary purposes of the Association are to hold title to, operate, maintain, repair and replace the Common Areas of the Community; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Association shall operate, insure, maintain and repair all property and related improvements designated by the Association as Common Areas, regardless of whether legal right to that property has been formally conveyed to the Association, and regardless whether title to any of these areas has been deeded or conveyed by the Declarant to all Lot Owners in their undivided interests.

3.1 Community Common Areas. The Association shall operate, maintain, repair and replace the Community Common Areas. Community Common Areas include all pedestrian walkways, parkways, lakes, water areas, shown on the record plat plus all greenbelts, common areas, easements and parcels designated as Park "A" in that certain Deed identified in Section 1.7 above. These Tracts were either dedicated on the Plat to all the property owners within Burnt Store Lakes and/or later deeded to the Association or to its individual members in their undivided interests, a copy of which such Deeds are attached Exhibit "B". The Board of

Directors may promulgate reasonable rules and regulations regarding use of the Community Common Areas consistent with the Governing Documents. Use of Community Common Areas shall be available to all members and their invitees, guests, family members and tenants, subject to the rules and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Community Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Residences, subject to the provisions of Section 8, as they may be amended from time to time.

3.2 Manager. The Association may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Association shall determine to be necessary or desirable.

3.3. Personal Property. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

3.4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required in Section 12 below. The Association additionally shall cause all persons with access to Association funds to be insured or bonded with adequate fidelity insurance or bonds.

3.5. Express and Implied Powers. The Association may exercise any rights, powers or privilege given to it expressly by the Governing Documents or by the law in effect at the time this Amended and Restated Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.

3.6. Acts of the Association. Unless the approval or affirmative vote of the members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the members. The officers and Directors of the Association have a fiduciary relationship to the members. A member does not have the authority to act for the Association by reason of being a member.

3.7. Articles of Incorporation. The Articles of Incorporation, as amended and restated, of the Association are attached as Exhibit "C."

3.8. Bylaws. The Bylaws, as amended and restated, of the Association are attached as Exhibit "D."

3.9. Official Records. The official records of the Association shall be maintained within the State of Florida as required by law and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Association of a written request for access.

3.9.1 This requirement may be complied with by having a copy of the official records available for inspection or copying within the Community or at the management

company's office, or by making the records available to an Owner electronically through the internet.

3.9.2 The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying.

3.9.3 The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to members and prospective members, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.9.4 The personnel records of Association and management company employees are exempt from this requirement to be available to the Owners and are protected from disclosure. This protection shall include but not be limited to disciplinary, payroll, health and insurance records, but does not include written employment agreements or budgetary and financial records that indicate the compensation paid to an employee.

4. ASSOCIATION MEMBERSHIP VOTING RIGHTS. Every Owner of record legal title to a Lot or Residence within the Community shall be a member of the Association as member defined in Section 4.1 below. Membership is appurtenant to, and may not be separated from, ownership of a Lot or Residence. The rights, powers, duties and privileges of members shall be as set forth in this Declaration and in the Articles of Incorporation and Bylaws of the Association.

4.1 Classes of Membership. There are a total of Two Thousand Thirty-Eight (2,038) total voting interests. Each single family Lot and each multi-family Lot is entitled to one (1) vote per Lot owned or operated. Each single family Lot or multi-family Lot has only one (1) indivisible vote. On ten (10) of the multi-family Lots, ten (10) single family homes have been developed. If a condominium or multi-family neighborhood has been created on any multi-family Lots, each respective condominium or multi-family neighborhood association votes their entitled votes. For example, Acapulco Lakes' which consists of five (5) Lots has five (5) votes; Acapulco Place's two (2) Lots have two (2) votes; Acapulco Club's three (3) Lots have three (3) votes; and Contra Costa Condominium's one (1) Lot has one (1) vote. Villa Tuscany was developed on two (2) of the multi-family Lots where there is built one (1) ten (10) unit building which is entitled to two (2) votes. On two (2) of the multi-family Lots there are two (2) 4-plexes for eight (8) units which is entitled to two (2) votes.

4.2 The Association has the right to suspend the voting rights of any Owner who becomes more than ninety (90) days delinquent in the payment of any monetary obligation to the Association and for any infraction of its Governing Documents.

4.3 Associations Rights and Easements. Members in good standing have the non-exclusive right to use the Common Areas subject to:

4.3.1 The right of the Association, by and through its Board of Directors, to prepare the annual budget and to estimate the assessments to be paid by members. The budget shall be adopted by at least a majority of those members present, in person or by proxy, and voting at a duly called meeting of the membership at which a quorum has been attained;

4.3.2 The right of the Association, by and through its Board of Directors, to charge any admission, use, or other fees for any Common Areas as the Board may deem appropriate. The fees may be higher for non-Owners than for Owners;

4.3.3 The right of the Association, by and through its Board of Directors, to suspend a Member's right to use Common Areas for a period during which any assessment, charge or other monetary obligation against the member's Lot or Residence remains unpaid and past due for more than ninety (90) days and for a reasonable period during or after any infraction of the Association's rules and regulations;

4.3.4 The right of the Association, by and through its Board of Directors, with the prior consent of at least two-thirds (2/3rds) of those members present, in person or by proxy, and voting at a duly called meeting of the membership at which a quorum has been attained to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority or utility;

4.3.5 The right of the Association, by and through its Board of Directors, to grant easements over, across and through the Common Areas;

4.3.6 The right of the Association, by and through its Board of Directors, to open the Common Areas for use by non-Members of the Association, or non-Owners;

4.3.7 The right of the Association, by and through its Board of Directors, with the prior approval of two-thirds (2/3rds) of those members present, in person or by proxy, and voting at a duly called meeting of the membership at which a quorum has been attained to borrow money for the purpose of improving the Common Areas, and in aid thereof, to pledge or mortgage any Association Property and/or Common Areas;

4.3.8 The right of the Association, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas;

4.3.9 The right of the Association, by and through its Board of Directors, to close or restrict access to the Common Areas for limited periods of time to conduct special events;

4.3.10 The right of the Association, by and through its Board of Directors, to regulate parking and traffic on the private roads, if any, within the Community, including without limitation the use of access gates or speed bumps; and

4.3.11 The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Association.

4.4 Delegation of Use Rights in Common Areas. Guests accompanied by a Member shall have the right to use the Common Areas, but only to the extent provided in this Declaration or in the Bylaws, or in the Association's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. If the Association permits a Member to delegate his/her use rights in Common Areas to his/her guests, then a fee may be imposed, which fee may be charged in an amount which is not necessarily limited by or related to the cost of processing the delegation. Each Member shall be financially and legally responsible to the Association for the actions and resulting fines or damages to the Association and its property caused by any person to whom the Member has delegated his right to use the Common Areas. The Member may not delegate the obligation to pay Association assessments. Upon the lease of a Lot or Residence to which a membership is appurtenant, the lessor shall relinquish all rights to use any Master Association Common Area and the Member is not entitled to use any Common Area facilities during the lease term.

4.5 Separation of Ownership. The ownership of a Lot or Residence, and the ownership of the Residence constructed thereon, may not be separated or separately conveyed.

5. ARCHITECTURAL AND AESTHETIC CONTROL

5.1. Purpose of the Architectural Review Committee ("ARC"). The purpose of the ARC is to (1) assure that the installation, construction, alteration, or location of any Structure is in conformity and harmony with the Development Wide Standards and Architectural Design Guidelines/Policies and (2) is in harmony with surrounding topography and surrounding Structures. Notwithstanding any of the below, the Board of Directors shall have final approval of all ARC recommendations and approvals. Board approval shall take place during scheduled monthly Board Meetings.

5.2. ARC Application Required.

5.2.1. Each fee simple owner of any single family or multi-family lot within the Community shall submit detailed plans and specifications to the ARC prior to the construction of any Structure within the Community. Unless plans and specifications for a Structure have been approved by the Board as provided herein, no Structure shall be constructed, placed, moved onto, or permitted to remain within the Community.

5.2.2. Once a Structure has been built or installed in compliance with plans and specifications approved by the Board, no alteration to the exterior of any Structure (including homes, garages, entrances, and attachments thereto) as listed below shall be made unless detailed plans and specifications for the alteration have been reviewed in advance by the ARC and approved by the Board. Alterations requiring ARC review shall include, but not be limited to, addition or alteration of front doors and entrances, porches and porch screening, additional screening (such as lanai extensions), garages, pools, pool enclosures/lanais, patios, fences, walls,

enclosure shields, roofs, driveways, walkways, and other major changes to the outside appearance of a home or other Structure. An owner will be permitted, without ARC review, to replace windows, outdoor lighting, and repaint the exterior of a Structure within the Community provided that the materials used are of like kind, and quality and any new paint color is identical to the original color of the Structure. An owner will be permitted, without ARC review, to install hurricane shutters so long as the shutters are in compliance with these governing documents in the sole and reasonable discretion of the Board of Directors. Any alteration of the color of the exterior of a Structure shall require advance submission to the ARC and approval by the Board. An owner will be permitted to reroof a Structure provided the materials utilized are identical (in color, grade, and style) to the original materials. Any substitute roofing materials (including upgrades to tile or metal) shall require advance submission to the ARC and approval by the Board. No alteration of the color, design, appearance, or surface of a driveway (from that originally installed) shall be made without advanced submission of detailed information regarding the alteration to the ARC and approval by the Board.

5.3. Operations of the ARC. During the Annual Organizational Meeting following the Annual Meeting, one Director will be identified to serve as the Board Liaison to the Architectural Review Committee. This Director shall ensure establishment and maintenance of a file or database showing the status of the submitted packages and their documents for reasons of tracking, historical documentation and to enable the ARC to present a monthly report if requested by the Board of Directors. This Director shall keep the Board of Directors informed about the status of this committee and the approval process. The ARC shall establish the time, date, and place of its meetings as it, in its discretion may deem reasonably necessary.

5.4. Architectural Design Guidelines and Policies. The Board of Directors shall have the sole authority to adopt, promulgate, amend, and revoke the Architectural Design Guidelines, Policies, and Development Wide Standards for the purposes of (1) governing the form and content of plans and specifications to be submitted to the ARC; (2) governing the procedures for such submission of plans and specifications; (3) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures, landscaping to accompany the construction or alteration of any Structure, preservation of trees and other natural resources, setbacks, and the design, location and uses of driveways, enclosure shields, fences and walls; and (4) establishing guidelines governing the location, parking and storage of property which is not a "Structure."

5.5. Approval of Plans and Specifications. Approval of plans and specifications for improvement of features on any Lot shall not be deemed a waiver of the Board's right, in its discretion, to disapprove similar plans and specification or features (or elements included therein), if subsequently submitted for use in connection with any other Lot. Approval of any such plans and specifications relating to any Structure on a particular Lot, however, shall be effective as to that Structure on that Lot and such approval may not be revoked or rescinded thereafter, if there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval. All approved plans and specifications must be started within six (6) months of approval. After six (6) months the approval will no longer be valid, and a new application package shall be required.

5.6. Disapproval of Plans and Specifications. The Board shall have the right to disapprove any plans and specifications submitted to it because of any of the following: (1) failure to include information in such plans and specifications that are required or as may have been reasonably requested; or (2) failure of such plans and specifications to comply with this Declaration or the Architectural Design Guidelines and Policies.

5.7. Obligation to Act. The Board shall act on any plans and specifications submitted as herein provided within sixty (60) days after receipt by the ARC.

5.8. Inspection Rights. Any employee, agent of the Association or the ARC may, after reasonable prior notice, at any reasonable time or times enter upon the Lot or Condominium Property for the purpose of ascertaining whether the installation, construction, existence, alteration, location or maintenance of any Structure on the Lot or Condominium Property is complying with the provisions of the approved Application and such entry shall not constitute a trespass or wrongful act.

5.9. Letter of Compliance. The Board may issue a letter of compliance identifying the Structure and the Lot upon which such Structure is located, stating that the Structure complies with approved plans and specifications. Any such letter of compliance shall be prima facie evidence of the facts therein stated.

5.10. Disclaimer as to Board Approval. Approval of plans and specifications by the Board shall not be construed as a determination of the quality, function, or workmanship of the Structure or to certify that the Structures comply with applicable building codes, rules, or regulations. Neither the Association, the ARC or its appointees, the Board, nor the officers, directors, members, employees, and agents of any of them (the indemnified parties), shall be liable for mistakes in judgement, negligence or nonfeasance in connection with the approval or disapproval of any plans or specifications; every person who submits plans or specifications and every Owner, by acceptance of a deed to a Lot, shall be deemed to have released all claims, demands and causes of action against said indemnified parties arising out of or in connection with any judgement, negligence or nonfeasance by the indemnified parties.

5.11. Fees. The ARC may impose and collect reasonable and appropriate fees as approved and modified by the Board from time to time, to cover (1) the cost of review and inspection of submitted plans and specifications, and (2) making and distributing copies of the Architectural Design Guidelines, Policies and Application Forms. All fees shall be paid at the time of Application Form submission of plans and specifications.

5.12. Development-Wide Standards. The overall look of any project shall conform to the general design prevalent in the community (for example Contemporary, Spanish, or Mediterranean, see illustrations in the Architectural Design Guidelines). This provision is intended to exclude other styles of homes in the community which vary in an extreme way from those currently existing therein. Adjacent single-family residences or multifamily projects shall not have identical color or landscaping schemes. Building style and design shall vary among adjacent residences. No two adjacent residences shall be identical. Building and/or roof colors

may be designated by the Board, however the same shall not be overly bright or intense. Rooflines, entryways, window placement, trim, etc. shall present views consistent with high-grade residential development. Although the Board may designate roofing colors and materials, only tile and metal roofs shall be permissible subject to any additional Guidelines. The minimum roof pitch shall be three to one. Asphalt shingles are prohibited on new structures. Garage door heights shall not exceed eleven (11) feet except for an RV/Boat garage that is incorporated into the home and approved by the Association; carports are prohibited as provided herein elsewhere. Driveway material shall be cement, pavers, or stamped concrete only. Asphalt driveways are prohibited. Plantings are required on all four sides of the building and around any pool cage and pool equipment if a pool is installed. All residences shall have an underground irrigation system installed. Electric service shall be run underground from the street light/pole or transformer to the residence. All plans, specifications and locations of buildings must comply with current Charlotte County building, equipment, plumbing, and electrical codes.

5.13. Construction Requirements. All new home construction requires review and approval in writing by the Association prior to applying for a Charlotte County building permit and commencement of any construction. A completed Construction Application shall be submitted to the Association identifying the specifications of the structure, including, but not limited to, square footage, property line setbacks, roof material, pitch and color, construction type, exterior wall materials, structure colors, drainage plan, irrigation system, pool/lanai construction and landscape plan. A certified copy of the boundary and topographical survey/site plan showing the location of the structure and any pool as well as the building plans must be included. The Construction Application fee, along with other applicable requirements or fees as may be determined by the Board, including Clean Site Fees shall also be included. There are also Construction Requirements and Guidelines for Contractors that have been developed and approved by the Association and that must be agreed upon and signed by the contractor prior to construction. The Construction Requirements and Guidelines for Contractors may be changed from time to time by the Board of Directors.

5.14. Contractor Approval. Prior to approval of construction plans for Single-Family and Multi-Family Lots in the Community, approval must be obtained from the Association for use of the building contractor to be employed in the construction of buildings, additions, and other structures. Said building contractor shall be a regularly employed bona fide building contractor duly licensed by the applicable governmental authorities.

5.15. Contractor Construction Rules and Guidelines. Building contractors, general contractors, their subs, and employees are required to adhere to specified Construction Rules and Guidelines. A Construction Requirements and Guidelines for Contractors form shall be provided to all primary contractors building a new home or addition on any Lot in the Association. This form shall be acknowledged in writing by the contractor and shall be maintained with the Construction Application. The Association may, at its discretion, change from time to time the Construction Requirements and Guidelines for Contractors form.

5.16. Clean Site Program. Building contractors, roofing contractors, pool contractors and driveway contractors shall be required to post a separate refundable Clean Site Deposit to the Association to ensure the jobsite and vegetation on the jobsite is maintained. The check issued by

the contractor shall accompany the Construction Application submitted to the Association. Construction shall not begin until the Construction Application is approved, and the Clean Site Deposit is received. If the jobsite is not maintained per the following specifications and the Association hires people and equipment and directs them to correct the problem, the cost of the correction will be deducted from the refundable Clean Site Deposit. The deposit funds shall be placed without interest in an Association owned Bank Account. The Board may, at its discretion, change from time to time the required Clean Site deposit amounts and specifications for future Clean Site Deposits. The Board may promulgate additional guidelines or policies concerning the specifications for Clean Site Program as well as notice requirements and refund specifications.

5.17. Setbacks and Minimum Square Footage. All buildings erected or constructed on lands designated as Single-Family and Multi-Family Lots shall conform in area and setback limitations in the following tables:

5.17.1 Setback Requirements.

Lot Type	Front Setback	Rear Setback	Side Setbacks
Single-Family	25 feet	15 feet	7 ½ feet
Multi-Family	25 feet	25 feet	7 ½ feet
Corner	25 feet	15 feet	7 ½ feet & 15 feet

The footprint of the building, including accessory structures, shall be placed so that ground level structural appendages DO NOT intrude into the side setbacks noted above. This includes, but is not limited to, cement equipment pads for air conditioner units, generators, propane tanks, pool equipment, sidewalks, and steps. This also includes air conditioning units that are wall mounted on the exterior of the building.

Where more than one of the above described Lots is used as a building site, the outside boundaries of said building site shall carry the said setbacks and the said setbacks shall in such case be abandoned on the interior lot lines.

5.17.2 Minimum Square Footage Requirements.

Lot Type	Minimum
Single-Family	1,700 square feet
Multi-Family	1,000 square feet per unit
Multi-Family Duplex	1,200 square feet per unit

The minimum square footage area for any building erected on a Lot shall meet the stated requirements noted above. The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, roofed screened porches, and the like, shall not be considered in calculating the minimum square foot area as required by this restrictive covenant.

5.18. Lot Area and Width in 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 7,200 square feet, except that a dwelling may be erected or placed on any lot as shown on the recorded plat. Setback lines and square footage requirements for corner lots and odd shaped lots shall be as nearly as possible as set out herein except that variations may be authorized by the Association 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 Association to establish the setback line and square footage as approved.

5.19. Building Height. Any level of space that can be physically occupied and is five (5) feet in height or greater will be considered a "story" or "floor" regarding the Deed Restrictions. This includes any parking areas below the first floor of living area, any open or enclosed space, any decks or "widows watches" and any other level that can be interpreted by the Board of Directors to possess the aforementioned criteria. The maximum building height for Single-Family Lots shall not be more than two (2) stories above grade plane, except that Single-Family Lake Front lots shall not exceed more than one (1) story above grade plane. The maximum building height on any Multi-Family Lots or Tracts shall be no more than three (3) stories above grade plane or 50 feet in height.

5.20. Pools and Lanais. Pools, pool cages and lanais shall adhere to the Setback Requirements established for Single-Family and Multi-Family Lots, except that up to a five-foot (5) waiver may be requested at the Rear Setback for pools/lanais. Above ground, stand-alone pools/lanais are not permitted. All pools and lanais require both an approved Charlotte County Permit and an Association approved Pool Construction Application. The submitted Pool Construction Application shall include a copy of the boundary and topographical survey/site plan showing both the residence and pool/lanai included thereon. This site plan shall show both the rear and side setbacks for the pool/lanai. Requests for a Rear Setback Waiver, if any, must also be submitted on the application. The contractor is required to submit a refundable Clean Site Deposit before Association approval is granted. Construction cannot commence until both Charlotte County and the Association have approved the project.

5.21. Landscaping. All initial lawns and landscaping installed by Single-Family or Multi-Family Owners, contractors, or other parties, must be in accordance with the following requirements. The term "landscaping" shall include all plants, trees, shrubbery, flowers, mulch materials, rocks, and landscape borders. Lawns and landscaping are required on all sides of the building(s), front, sides, and rear including any pool/lanai area. Lawns shall extend to the pavement line. The lawn area shall be completely sodded with grass and a Charlotte County approved irrigation system capable of keeping this grass watered shall be installed, it being the intent that the lawn area shall be uniformly green, and well kept. The Board may designate or prohibit types of plants, trees or grasses, the quantity of certain plantings, and the placement of certain plantings as contained in the Guidelines.

5.21.1 Landscaping Approval. A comprehensive Landscape Plan shall be submitted to the Association for its approval as part of the original building construction application package. The Landscape Plan shall show thereon enough trees, accent plants and foundation plants of sufficient size in a design which shall be commensurate with the

development of high-grade residential property. Landscaping shall be installed on all sides of the building(s), front, sides, and rear including any pool/lanai area. Said Landscape Plan after approval by the Association, in writing, shall be built and installed by the Owner or contractor. Refusal of approval of said Landscape Plan may be made by the Association based on purely aesthetic grounds which in the sole and uncontrolled discretion of the Association 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 these restrictions. If the landscaping is not installed in accordance with the Landscaping Plan, the Association may, at its discretion enter upon the above said land and rearrange, remove, or install said landscaping and make a reasonable charge for doing so and said charge shall become a lien upon the above-mentioned land, as provided for under the laws of the State of Florida. When a Landscaping Plan is unavailable as part of the original building construction application package, a ninety (90) day grace period to submit the same may be granted from the original date of construction approval. The property owner is responsible to submit the Landscape Plan within ninety (90) days for further recommendation for approval. When a Landscape Plan is not submitted within ninety (90) days, the Association shall notify the property owner in writing that the plan shall be submitted within one (1) week. When a plan is not received within the one (1) week, the matter may be referred to the Association's attorney.

5.22. Roofs. Roofs shall be composed of tile or non-reflective metal roof materials and shall be constructed with a minimum roof pitch of three to one. Asphalt shingle materials will not be approved unless the roof is a replacement for an existing asphalt roof. Roofs for new home construction are submitted for Association approval as part of the original Building Construction Application package. Roof changes for existing residences also require review and written approval by the Association. A completed Application for Roof Changes must be submitted to the Association. The application shall include (A) a description of the roof materials to be used and (B) samples of the roof colors. No changes shall commence to the roof until the Application is approved by the Association.

5.23. Exterior Paint. House and roof colors shall be compatible with neighboring homes and shall not be bright or intense. Two adjacent single-family residences or multi-family projects shall not have identical colors. Exterior paint colors for new home construction are submitted for Association approval as part of the original Building Construction Application package. Exterior Painting changes for existing residences require review and written approval by the Association. An Application for Exterior Paint & Trim must be submitted and approved prior to repainting of the structure. The submitted application shall include samples of all paint colors to be applied to the home. The Board may adopt an Exterior Paint Palette from which all paint colors must be selected in order to be considered for approval. Otherwise, all colors must be light neutral earth tones.

5.24. Driveways. A minimum of one and one-half (1 ½) paved parking areas must be provided for each dwelling unit. Driveway material must be cement, pavers or stamped concrete only. Asphalt driveways are not permitted and will not be approved. Construction of driveways built as part of new home construction are submitted for Association approval as part of the original Building Construction Application package. Driveway changes for existing residences require submission of a completed Driveway Change Application including specifications,

dimensions, color changes, and materials (whether pavers, stamped concrete, etc.). The Application must be approved by the Association prior to project commencement. Except for driveway painting, a Clean Site Deposit may be required for driveway changes.

5.25. Garages and Additions.

5.25.1 Garages for New Home Construction. All single-family homes must have at least a one (1) car garage attached to the home. Garage door heights are restricted to a maximum height of eleven (11) feet. Notwithstanding the foregoing, an “oversized garage” may be constructed so long as the same is part of the original floorplan submitted for approval as part of the Building Construction Application package. An oversized garage is restricted to a garage door height of fourteen (14) feet. For the purposes of this provision, an oversized garage shall include, without limitation, those large enough to store recreational vehicles, campers, motorhomes, buses, box trucks, oversized vehicles, oversized vessels, aircraft, or the like, whether or not they are actually intended to store such vehicles, vessels, aircraft, or the like. Garages may not be used as commercial storage for commercial equipment, or commercial vehicles such as tow trucks, dump trucks, and backhoes or other types of construction equipment.

5.25.2 Additions. No detached additions will be approved for construction or installation in Burnt Store Lakes. Garage and other additions are not permitted on multi-family homes. Additions to single-family homes may be submitted for approval if they are “attached” to the existing single-family home and are architecturally commensurate with the development of high grade residential property. Attachment shall be via expansion of the footprint of an existing single-family home or via a roofed breezeway connecting the addition to the roof of the single-family home. No addition or part of an addition may be rented separately from the original home. Examples of additions which may be considered for approval include: garages, bedrooms, bathrooms, exercise or entertainment rooms and the like. No kitchens of any type are permitted in an addition. Other accessory additions such as carports, sheds, greenhouses, and dog kennels are prohibited on all lots. Construction Requirements. Construction requirements and specifications for additions shall include (but are not limited to) the following:

5.25.2.1 Garage Additions: All garage additions shall have a maximum of two (2) garage doors and the doors shall not exceed 11 feet in height. No oversized garage doors are allowed on garage additions. All garage additions shall have driveway access which shall match the existing driveway, or any pre-approved driveway renovation.

5.25.2.2 External Appearance: Additions shall have the same external paint coloring, trim, design, and roofing as the existing single-family home.

5.25.2.3 Set Back: Set Back requirements are the same as those established for single-family homes.

5.25.2.4 Maximum Size: The maximum footprint of an addition shall conform to a square foot limitation of 50% of the existing single-family home’s living area,

exclusive of existing garage, caged lived-in areas and porches, OR 1400 square feet, whichever is less.

5.25.2.5 Maximum Height: The maximum height of an addition shall not exceed the height of the existing single-story home. For existing two-story homes, the ridge height of the addition shall not exceed 75% of the existing second story ridge height.

5.25.2.6 Breezeway: The roofed breezeway, if any, shall not exceed twenty (20) feet in length.

5.25.2.7 Landscaping: Landscape requirements around the perimeter of all additions shall be the same as for construction of a new single-family home.

5.25.3 Additions Approval Process. All additions require both an approved Charlotte County Permit and an Association approved Addition Construction Application. The submitted Application shall include a copy of the boundary and topographical survey/site plan showing both the existing residence and the proposed addition included thereon. Complete building specifications and an elevation drawing showing the elevation of the Addition in combination with the existing residence must also be submitted. Construction cannot commence until both Charlotte County and the Association have approved the project.

5.26. Irrigation. A working in-ground irrigation system capable of keeping Lot lawns and landscaping watered is required on all Lots containing buildings, it being the intent that the lawn area and landscaping shall be uniformly green, and well kept. The irrigation system may be sourced from the Owner's public water supply, or when approved in writing by the Association, from an adjacent lake or a drilled irrigation well.

5.26.1 Drilled Irrigation Wells. Developed lots are permitted, with written Association approval, to drill an irrigation well strictly for irrigation purposes. All wells must be dug and drilled by licensed and insured well drillers and all County, State and other permits shall be obtained as required. To obtain Association approval, a written application for Well Drilling for Irrigation System shall be submitted to the Association either as part of the original building construction application package or as a stand-alone request once a structure has been built on the lot. The application package shall include the following: (A) A Site Plan showing the location of proposed well on the Lot, and (B) A copy of the Well Drilling Permit. The application must be approved in writing by the Association prior to any commencement of work.

5.26.2 Lake Source Irrigation. Only properties located on a lake, defined as property lines extending to the year around lake water, will be permitted to draw water for irrigation purposes. This does not allow for horizontal/lateral access through drainage swales, lake fingers, etc. The underground pipeline is to run from the owner's property to the lake on an approximate perpendicular line, only passing through the greenbelt between the property lines and the lake. Only suction/filter pipes can be placed in the lake; no submersible pumps are allowed. Submerged cradles/stands, not floats, are the preferred method for use in the lake to keep the suction/filter pipe elevated off the lake bottom. Floats can have a negative impact on the aesthetics, beauty, and enjoyment of the lakes by property owners. If a float system is used, only

one float is allowed, and it must be a round crab pot size, small bumper type (approximately 16-17 inches), floating duck, or similar. The Association assumes no responsibility for any damage to foliage and/or lawns from chemicals used to treat the waters of said lake or adjoining waterways or for any damage to the irrigation system from any equipment that may be employed and used to conduct maintenance by the Association on said Greenbelt, and/or in Lakes or adjoining waterways such as mowing, excavation, water treatment, etc. The Association is not responsible for the level of the water used for irrigation.

5.26.3 Approval Process. All Lake Source Irrigation Systems require Association approval. A written application for a Lake Source Irrigation System shall be submitted to the Association either as part of the original building construction application package or as a stand-alone request once a structure has been built on the Lot. The application for Lake Source Irrigation System package shall include a site plan showing installation of the irrigation piping and pump. Upon subsequent approval by the Association, Property Owners may construct or cause to have constructed a water system from their property to a lake or adjoining waterway by burying a pipeline from their property to the lake/waterway.

5.27. Walls, Fences, and Enclosure Shields. All walls, fence and enclosure shield requests require prior review and written approval by the Association. No walls, fences or enclosure shields shall be permitted to be built on a vacant lot. Construction requirements and specifications shall include the following:

5.27.1 Walls. No wall shall be constructed without a minimum setback of three (3) feet from the front elevation of the building and without a minimum setback of three (3) feet from the side and rear property lot lines to allow for landscaping and maintenance. No wall shall be constructed with a height or elevation of more than four (4) feet above ground level. The height or elevation shall be measured from the existing property elevation. Any questions as to such heights may be conclusively determined by the Association. Walls may be constructed of cement, vinyl or aluminum materials only.

5.27.2 Fences. All fencing around the perimeter of the property is recommended to be placed at either the six (6) foot drainage and utility easement side set back or the ten (10) foot rear public utility easement, but no less than three (3) feet inside the property line to enable landscaping and maintenance thereof. No fence shall be constructed without a minimum setback of three (3) feet from the front elevation of the building. All measures must be taken to avoid interference with drainage. Fences may be constructed using only materials approved by the Board. Chain link fences of any design or type of weave, structure or composition shall not be allowed. No fence shall be constructed with a height or elevation of more than four (4) feet above ground level. The height or elevation shall be measured from the existing property elevation. Any questions as to such heights may be conclusively determined by the Association. Landscaping around the perimeter of the fence is required.

5.27.3 Enclosure Shields. No enclosure shield shall be constructed without a minimum setback of three (3) feet from the front and rear elevations of the building and without a minimum side setback of three (3) feet from the side property lot lines to allow for landscaping and maintenance. No enclosure shield shall be constructed with a height or elevation of more

than six (6) feet above ground level or if higher than six (6) feet, no more than six (6) inches above the equipment being shielded, e.g., garbage/recycle cans, air conditioner, pool equipment, or generator. The height or elevation shall be measured from the existing property elevation. Any questions as to such heights may be conclusively determined by the Association. No enclosure shield shall exceed a maximum width of six (6) feet unless the placement, character, form, and size of said enclosure shield first be approved in writing by the Association. No roof is permitted on the enclosure shield. The enclosure shield must be enclosed or gated on the front. Enclosure shields may have more than one gate. Enclosure shields may be constructed of vinyl or aluminum materials only.

5.27.4 Approval Process. An Application for Fence and/or Enclosure Shield must be submitted for review and written approval by the Association prior to installation. The submitted Application shall include a copy of the boundary and topographical survey/site plan showing the existing house and the proposed wall, fence or enclosure shield addition included thereon.

5.28. Shoreline Erosion. Alteration to a common area, including lakefronts, shall be subject to the approval of the Association. Given the guidelines established by the University of Florida's Institute of Flood and Agriculture (IFAS), lakefront erosion may be effectively controlled through the planting of selected shoreline plants and/or man-made materials. The Board may designate certain types of shoreline plants, man-made materials, their quantity, and location as indicated in the Guidelines.

5.29. Other Construction Projects. Other construction projects not detailed above such as, but not limited to, changes to front doors and entrances, addition of patios, changes to porches and addition of porch screening, and additional screening/extension of lanais which require review and Association approval should be requested by submission of an Application for Other Construction that details the specifications of the proposed construction.

5.30 No Apartment Buildings. Apartment buildings with units intended to be offered solely as rental units are prohibited in Burnt Store Lakes. This prohibition does not apply to properly approved condominiums.

6 USE RESTRICTIONS: The Community is subject to the following restrictions, reservations and conditions which shall be binding upon each existing Owner and all Owners who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns. Existing conditions and improvements are expressly approved "as-is" unless and until modifications are requested or required upon those conditions or improvements in which case the modifications shall require Association approval under this Declaration.

6.1 Lot, Residence, and Vacant Lot Use. Each Lot or Residence shall at any time be occupied by only one (1) family, its servants and guests, as a residence for residential uses and for no other purpose. No business, commercial activity or profession may be conducted from any Residence. Vacant Lots may not be used for any purpose which includes use of tents, camping equipment, and overnight stays. Areas within or attached to single-family homes, including but

not limited to garage additions and in-law suites, may not be leased or rented separately from the main home.

6.2 Business Use.

6.2.1 Yard sales, moving sales, rummage sales or similar activity shall be permitted. The Board shall have the authority to establish a community garage sale once a year.

6.2.2. No trade or business may be conducted in or from any Lot or Residence except for a home business meeting all of the following requirements: (a) it conforms to all zoning requirements; (b) it does not involve customers or clients coming to the Residence or to the Common Property; (c) it does not involve door to door solicitation of other Lots; and (d) it does not constitute a nuisance or a hazardous or offensive use, or threaten the safety or security of other citizens of the Community as may be determined by the Board in the Board's sole discretion, nor may the name of the Community or the address of any be publicly advertised as the location of any business. This restriction shall further not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Residence, or from handling his personal, business or professional telephone calls or written correspondence in and from his Residence as one would do in a typical home office, which is permitted. This Section is, however, intended to prohibit commercial or business activity by an Owner which would unreasonably disrupt the residential ambiance of the Community, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Community by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients. Garages shall not be used to conduct business.

6.3 Leasing/Renting of Lots or Residences and Guest Occupancy Restrictions. Notwithstanding the above, the leasing of a Residence shall not be considered a trade or business within the meaning of this Section. All leases of residences or rentals of Residences must be in writing. Leasing or renting of unimproved or vacant lots is not permitted. An Owner may lease or rent only his entire Residence, and then only in accordance with the Section. The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the Owner, or the owner fails or refuses to follow the required procedures.

6.3.1 Procedures and Notice. An Owner intending to rent or lease his lot or Residence must give the Board of Directors (or its designee) written notice in the form of a completed Association lease/rental information form at least ten (10) days prior to the starting date of the proposed lease/rental transfer. This Association form will serve as notice and will be filed with the Owner's information. Condominium Owners and/or multi-family Residence Owners must also give the Master Association, Burnt Store Lakes Property Owners Association, Inc., a completed Association lease/rental form for the Owner's file.

6.3.2 Terms and Frequency of Lease or Rental. The minimum lease or rental term shall be three (3) months or ninety (90) days, whichever is less, in duration. The Board of Directors is empowered to make an exception to the minimum lease or rental term when so

requested by the owner of the residence prior to occupancy. No subleasing of assignment of lease or rental rights by the lessee is allowed.

6.3.3 Regulation by Association. All of the provisions of the governing documents and the rules of the Association shall be applicable and enforceable against any person occupying a Residence as a lessee, renter, tenant, or guest to the same extent as against the owner.

6.3.4 Time Sharing and/or Web-Based Short Term Rentals (AirBnb; VRBO). No Residence, Structure or any portion of the Community shall be subject to any type of time sharing, fraction sharing, or similar program whereby the right to exclusive use of the Residence or a portion of the Residence rotates among members of the program on a fixed or floating time schedule over a period of years. Web-based short term rentals of all or a portion of any Residence is strictly forbidden. In addition, advertising anyone's Residence on any web- based short term rental platform shall be considered a violation of this use restriction.

6.3.5 Guest. A "guest" is defined as a person who enters upon the Community at the invitation of an Owner (or their respective families), for the purpose of visiting the Owner (or his respective family), utilizing the Common Area recreation facilities, or to deliver products or to provide services to the Owner (e.g. home and lawn maintenance persons, and contractors. caregivers, nurses, pet sitters, home watch persons,

6.4 Air Conditioning Units. Unless specifically approved in writing by the Association, no window air conditioning units may be installed on any Residence or Structure, except that no approval is required in the event of an emergency such as a hurricane.

6.5 Animals. No animals may be kept on any Lot except domesticated dogs, cats, fish, birds, gerbils, hamsters and other usual and common household pets. No more than a total combination of four (4) cats and dogs shall be kept on a Lot. No animal may be kept on any Lot unless kept thereon solely as pets and not for commercial purposes. Commercial breeding is strictly forbidden. No Structure for the care, housing, or confinement of any animal shall be constructed, except for a fence approved by the ARC. No pets may be kept on any Lot which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to Owners of other portions of the Community. All dogs must be confined to a leash when outside the Owner's Residence, except that no leash is required when the dogs are confined within an approved fence located on the Owner's improved Lot. Owners of pets shall be responsible for picking up any animal waste deposited by their pet. The provisions of particular Condominiums may impose additional and more stringent restrictions on keeping of animals.

6.6 Antennas. This Section is intended to and shall comply with and be subject to Section 207 of the Telecommunications Act of 1996 and any future amendments thereto. The term "Antenna" as used herein shall include antennas, aerials, and satellite dishes which are designed to receive (i) direct broadcast satellite service (DBS), including direct-to-home satellite services; (ii) video programming services via multipoint distribution services, including multichannel, multipoint distribution (MDS); (iii) television broadcast signals (TVBS), and other equipment for the transmission of telephone, radio, satellite or other signals. Antennas one meter

(39") or less in diameter may be (i) mounted in/on the Owner's property so as to be reasonably hidden from view from the street while maintaining acceptable reception quality; (ii) mounted no higher than absolutely necessary to obtain reception of an acceptable quality; (iii) located so that it is not visible from the street or the adjoining property while maintaining acceptable reception quality; and (iv) screened with landscaping (except for Antennas which are attached to or above the first story eaves) unless this requirement unreasonably impairs the viewer's ability to receive reception of an acceptable quality, in which case, this requirement shall be diminished only to the extent absolutely necessary to obtain reception of an acceptable quality. Antennas which are greater than one meter (39") in diameter may not be installed.

6.7 Clothes Drying Area. No outdoor clothes drying shall be allowed unless otherwise approved by the Board.

6.8 Easements. There are hereby reserved unto the Association easement of six feet (6') in width along the side lot lines of the above mentioned lots and ten feet (10') along the front and rear lot lines of the above-mentioned lots for purposes of utilities, surface drainage, and for any purpose having to do with development of this property, including improvements that the Association may not have the obligation to install. Where more than one of the above- described lots are intended by the Association as a building site or where more than one lot 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 lot lines. The Association may abandon any of these easements at any time in the future by recording an appropriate instrument.

6.8.1 The Association hereby reserves the right to dedicate the roads, streets, and avenues, and necessary easements abutting the afore-described lands to public use without consent of the grantees.

6.9 Garbage Containers, Oil and Gas Tanks, Miscellaneous Items. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No lumber, metals, bulk materials, garbage, trash or solid waste of any kind shall be visible from the street or adjoining properties except for (a) building materials employed during the course of construction of any Structure; and (b) building/construction materials up to thirty (30) days with prior approval from the Association. Garbage, recycling and plant material containers may be placed at the curb the day before any day that a pick up is to be made and put away on the evening of the pick-up day. Bulk plant materials may be placed at the curb as generated for pick-up. At all other times such containers shall be screened or enclosed in a manner so as not to be conspicuously visible from the street.

6.9.1 Oil and Gas Tanks. All oil tanks or bottle gas tanks must be underground, placed in walled-in areas, or surrounded by shrubs so that they shall not be visible from the adjoining properties. Nothing hereunder shall prevent any Lot Owner from using portable propane gas tanks for appliances.

6.10 Irrigation. Each Lot Owner is responsible for their own irrigation. All improved Lots must have a working in-ground irrigation system. The irrigation system may be sourced from the Owner's public water supply, or when approved in writing by the Association, from an adjacent lake or a drilled irrigation well. All irrigation is limited to Charlotte County and SWFMWD restrictions/guidelines.

6.11 Lot and Structure Maintenance. Each Lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. Improved Lots shall be landscaped on all sides of the home. In the event an Owner or any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot, which lien shall become effective upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

6.12 Mining and Drilling. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Community. Excepted from the foregoing shall be activities of the Association, or any assignee of the Association, in dredging Water Areas or water bodies, creating land areas from Water Areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable governmental requirements, or for irrigation systems for any portions of the Community.

6.13 Nuisances. No portion of the Community shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition nor that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Community that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Occupants of surrounding properties. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any portion of the Community. No outside burning of wood, leaves, garbage or household refuse shall be permitted within the Community. Fire pits as well as grilling or cooking of food in outdoor fire/BBQ pits or "chimeneas" shall be permitted.

6.14 Recreational Equipment. Recreational and playground equipment attached to a Lot or Structure on a Lot shall be placed or installed only upon the rear of the Lot with the exception of basketball equipment and must be attractive, appropriately landscaped, and maintained. No more than two large pieces of equipment may be installed at one time, e.g. play house and swing set. No above ground pool shall be erected, constructed or installed on any Lot. Freestanding basketball hoops and stands, are permitted so long as they are erect, placed adjacent to the Lot Owner's driveway (not in or near the street). These basketball hoops and stands must be kept in good repair and in clean and attractive condition. All permanent play structures must be anchored sufficient to withstand hurricane force winds. During any weather service issued hurricane warnings or watches, smaller pieces of equipment must be moved and stored inside the enclosed garage/home.

6.15 Signage, Flags, Displays and Seasonal/Decorative Lighting: All signs, flags, displays and seasonal/decorative lighting noted herein are the ONLY items allowed in the Community. Signs may not be placed in the county right of way, including the roundabouts and 'pork chops', or in a location so as to distract line of sight. Signs may not be attached to structures, placed in windows or installed on others' private property without the owner's consent.

6.15.1 Signs. "For Sale", "For Rent", "No Trespassing", and security signs may be displayed; there shall not be, however, more than one "For Sale" or "For Rent" sign on any property under contiguous ownership, and no "For Sale" or "For Rent" sign shall be more than 6" x 8" in size. "No Trespassing" signs may be installed as necessary under Florida law; however, the same shall not affect any applicable easements over a particular parcel. Security signs no more than 8" x 8" in size may be displayed around the home.

6.15.2 Garage Sales. Garage sale advertisement shall be allowed for a maximum of two days. The signage shall not exceed 2 feet by 2 feet in dimension. All signs must be removed each evening of the scheduled sale and may not remain out overnight.

6.15.3 Decorative Lighting and Displays. November through January seasonal decorative lights and displays may be exhibited between Thanksgiving and January 10th only. Holidays and events throughout the balance of the year including Easter, Memorial Day, The 4th of July, Labor Day, Halloween, Thanksgiving, etc., may be celebrated with appropriate displays from fifteen (15) days prior to the event and fifteen days after. In addition to the foregoing, the Board is empowered to adopt rules and regulations which permit lighting and displays for other holidays or occasions.

6.15.4 Temporary: Signs, Flags, Displays, and Election Periods. Additional signs or signage (as defined herein) means signs that are not permanently attached to the ground, a building or other structure. Such signs are temporary in nature and may be removed easily in the event of an approaching tropical storm or hurricane. Generally, these signs include flags, yard signs, and yard art/displays. Temporary Signs as defined herein are allowed under the following conditions.

6.15.4.1 Flags: every residential parcel is entitled to three (3) freestanding flags, one not to exceed sixty (60) square feet and two not to exceed twenty-seven (27) square feet individually. A Lot Owner may erect one portable or one freestanding flagpole no more than 40 feet high on any portion of the homeowner's real property if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Lot Owner may only display in a respectful manner from that portable or freestanding flagpole, one official United States flag, not larger than sixty (60) square feet individually and may additionally display official flag(s) of the State of Florida, the United States Armed Services, Coast Guard, and POW-MIA flag. Such additional flags must be no larger than twenty-seven (27) square feet. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations. A homeowner may also attach a short flagpole to their structure and display an official United States flag.

6.15.4.2 Election Periods:

6.15.4.2(1) Temporary signs during elections: Up to Two (2) signs not exceeding four (4) square feet each, located on private property during the period from forty-five (45) days prior to, and fifteen (15) days after, any public election in Florida.

6.15.4.2(2) Temporary flags/pennants during elections: Flags may be located on private property during the period from forty-five (45) days prior to, and fifteen (15) days after, any public election in Florida not to exceed the maximum of three (3) noted above.

6.15.5 Construction Signs for Single-Family Lots, Multi-Family Lots, and Commercial Development Tracts

6.15.5.1 Single Family Homes:

6.15.5.1(1) Before any contractor or construction signage may be erected, the property owner, builder or other contractor/developers' agent, must contact the Board of Directors by submitting an application and documentation for review by the Architectural Review Committee (ARC), prior to the commencement of any construction.

6.15.5.1(2) The posting of any sign shall occur after written Board of Director approval is granted, and must be dismantled at such time as the home or last unit receives Final Certificate of Occupancy. Issuance of approval shall not prevent the Association from enforcing previous provisions.

6.15.5.1(3) This provides for the Association to allow one (1) sign per project/contractor. Construction signs which are required by law may also be displayed (example white permit box).

6.15.5.2 Multi Family Homes and Tracts:

6.15.5.2(1) Before any contractor or construction signage may be erected, the property owner, builder or other contractor/developers' agent, must contact the Association by submitting an application and documentation for review by the Architectural Review Committee (ARC), prior to the commencement of any construction.

6.15.5.2(2) The posting of any sign shall occur after the placement and character, form and size of such sign be first approved in writing by the Board of Directors. Issuance of approval shall not prevent the Association from enforcing previous provisions.

6.15.5.2(3) At its discretion, the Association may allow up to three (3) signs for Commercial Developments and Tracts as recommended by ARC and approved by the Board of Directors.

6.15.5.2(4) All signs must be dismantled at such time as the last unit receives Final Certificate of Occupancy. Construction signs which are required by law may also be displayed (example white permit box).

6.15.5.2(5) Approval is also conditional upon meeting all requirements below:

6.15.5.2(5)(1) Requests must be submitted in writing and must include, but not limited to, an artist's rendering or a picture of the proposed sign including verbiage and proposed location(s).

6.14.5.2(5)(2) Sign dimensions shall not exceed 8 square feet (i.e., 4 feet x 2 feet) for Multi-Family development. Sign dimensions shall not exceed 16 square feet (i.e., 4 feet x 4 feet) for Tract development.

6.15.5.2(5)(3) Verbiage shall include the builders/contractor's name, address, telephone number, or valid contact telephone information, in addition to rendering of the project or a description of the units.

6.15.5.2(5)(4) The colors of the sign shall complement the colors of the finished project and/or the surrounding area and must be approved by the Board of Directors.

6.15.5.2(5)(5) The sign shall be securely mounted on 4" x 4" posts and be well maintained. Placement shall be within six (6) feet of the County right of way.

6.15.6 Prohibited Signage, Flags, Displays, Seasonal/Decorative Lighting. Includes any Signage, Flags, Displays and Seasonal/Decorative Lighting that is prohibited by county, state or federal law, creates a traffic hazard by obstructing vision in any sight triangle, prevents free ingress or egress from any door, window, fire escape or other entrance or exit to any building, is attached to a standpipe or fire escape, or that contains profanity, or that is obscene, such as a sign depicting nudity or sexual conduct.

6.16 Vehicle Parking.

6.16.1 For the purpose of this section, the term “vehicle” means any machine with an engine, such as, but not limited to, a car, pick-up truck, SUV, van, motorcycle, scooter, moped, motorized bicycle, motorized skateboard, go-cart, golf cart, utility vehicle, and All Terrain Vehicle (ATV) that carries people or things from place to place. The terms “park” or “parking” mean the stopping/placement of a vehicle, whether occupied or not.

6.16.2 Motorized wheelchairs required for mobility purposes are not considered vehicles in this section. Also exempted from the requirements of this section are the vehicles and equipment necessary to maintain the Common Property by Association personnel, either employed or contracted, or sanctioned volunteers.

6.16.3 Vehicles operated on the Charlotte County owned streets, roadways, thoroughfares, and/or sidewalks within the Association shall comply with the restrictions set forth in this section.

6.16.3.1 Vehicles may be parked ONLY in garages, driveways, and designated Common Area parking areas. Garages may not be used for commercial storage spaces for commercial equipment or commercial vehicles such as dump trucks, tow trucks, backhoes, and the like. Garages may not be converted to bedrooms, accessory dwelling units, or the like. Vehicles shall not be parked on land adjacent to an owner’s residence, on a resident’s owned lot(s), or on property owned by others, temporary or otherwise, unless a Temporary Waiver of Deed Restrictions is approved by the Association.

6.16.3.2 The above-mentioned vehicles may NOT have trailers attached (or hitched) to them with or without equipment such as, but not limited to, ATV’s, motorcycles and boats. Parking of trailers and other similar types of vehicles may be parked in driveways ONLY with a Temporary Waiver of Deed Restrictions by the Association.

6.16.3.3 Motorcycles, scooters, mopeds, motorized bicycles, motorized skateboards, go-carts, golf carts, utility vehicles and ATVs shall not be operated on any portion of Association Common property, on any portion of an undeveloped lot, or on any area of a developed lot that is not designated as a driveway or parking area. Motorized bicycles and skateboards, go-carts, and golf carts are strongly encouraged to use Association sidewalks and walking paths whenever possible but shall move into the street to provide right-of-way to non-motorized traffic, e.g., walkers, runners, and bicycles.

6.16.3.4 Recreational Vehicles such as, but not limited to, vehicles or trailers with living quarters accommodations, motorhomes, campervans, travel trailers, camper trailers, fifth-wheel trailers, pop-up campers and truck campers may be parked on the lot owner’s driveway for five (5) days consecutively while being loaded or unloaded. Owners loading or unloading a recreational vehicle must notify the Association of the dates the recreational vehicle will be parked in the driveway. Recreational vehicles shall NOT be used as living quarters or

accommodations by owners or visiting guests unless a Temporary Waiver of Deed Restrictions is approved by the Association.

6.16.3.5 Vehicles that are inoperable, do not have current license plates, or are kept on blocks may be stored ONLY inside an enclosed garage. Inoperable vehicles shall not be allowed to be parked on any portion of a driveway or any portion of a lot whether it is developed or undeveloped.

6.16.3.6 Commercial Vehicles owned by property owners such as, but not limited to, trucks and vans used for business, trade or construction purposes shall not have any type of exterior racks containing material and equipment intended for commercial or construction use, or lettering (i.e., company names, displays, advertising, logos, etc.). The use of temporary magnetic strips or similar type of material may be used to obscure any signage visible to a passerby. Notwithstanding the foregoing, public safety vehicles (i.e., law enforcement, fire or EMS) shall NOT be considered Commercial Vehicles.

6.16.3.7 Commercial Service vehicles performing work, such as, but not limited to, pool service, landscaping service, electric service, internet/cable service, etc. may park in driveways, on the street or on the county right-of-way next to the street. These vehicles should avoid any wet areas or swales near the street. In no instance should these vehicles park on sidewalks within the Association.

6.16.3.8 Any truck larger than the aforementioned Commercial Vehicles, i.e., semi-truck, dump truck, or any type of construction or work-related equipment shall NOT be allowed to be parked, kept, or stored on driveways, on land adjacent to an owner's residence, on a resident's owned Lot(s), on property owned by others or in the County right of way, unless that vehicle is currently being used in conjunction with approved construction. These vehicles may NOT be parked overnight or kept in garages of any kind.

6.17 Storage Containers. Moving Vans, PODs, Home Renovation Storage Containers, Dumpsters, loaded or not, and/or other types of temporary containers shall ONLY be parked on a lot owner's driveway area for not more than five (5) consecutive days unless a Temporary Waiver of Deed Restrictions is approved by the Association. These items may not be parked or placed on any area of a lot that is not defined as the driveway, on land adjacent to an owner's residence, on a resident's owned lot(s), on property owned by others, in county right of ways, or on any street in the community. No storage sheds, dog houses/kennels, outbuildings, barns, or the like are permitted within the Community.

6.18 Surface Water Management System. Each Owner at the time of construction of a Structure shall comply with the construction plans for the surface water management system (drainage plan) approved and on file with the ARC and Charlotte County. No Owner may construct or maintain any Structure, or undertake or perform any activity, including dredging, filling or obstruction, in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas or drainage easements. No Owner shall remove native vegetation (excluding cattails) that become established within any wet retention or detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

Owners shall address any questions regarding authorized activities within the wet detention ponds to Association Management. Declarant previously reserved for itself and for the Association's benefit, a perpetual easement across each Lot for the purpose of altering drainage and water flow within the drainage easement.

6.19 Hurricane Shutters. "Hurricane Shutters" shall mean any device, installation, equipment, or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm. Materials commonly used for hurricane shutters are permitted. Raw materials, such as unpainted plywood, are permitted only in emergency situations and must be removed when the emergency is declared over according to local weather and emergency disaster services. Painted plywood shutters are permitted for extended periods of time with prior written permission from the Board so long as the colors blend in with the overall color of the structure to which they are affixed.

6.20 Rules and Regulations Established by the Board. The Board shall have the authority to adopt and amend rules and regulations, including policies, guidelines, and resolutions concerning the transfer, use, appearance, maintenance, and occupancy of the Lots and Common Areas, including reasonable admission charges if deemed appropriate, and to adopt and amend rules, policies, and resolutions to the operation of the Association. Rules and Regulations, including policies, guidelines, and resolutions, may not contravene the Declaration, Articles of Incorporation, or Bylaws.

6.21 No Implied Waiver. The failure of the Association to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents shall in no event be deemed a waiver by the Association, or any other person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration.

6.22 Compliance with Documents. Each Owner and his/her family members, guests, invitees, lessees, and their family members, guests and invitees; and his or its tenants, licensees, guests, invitees, and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Specific Assessment. Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

6.23 Association Waiver. In the event that a violation of any of these restrictions shall occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board shall have the right and authority to waive such violation.

7. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

7.1 Common Property. Adjacent to the rear and, in some cases, the side lot lines of the aforementioned lots are areas on the record plat which are Pedestrian Walkways, Parkways, and lakes, which are designated "A" on the record plat and which shall hereinafter be described as Common Property. It is understood and agreed that the owner of each of the aforescribed lots shall have an equal undivided interest in all of the Pedestrian Walkways, Parkways and lakes labelled on the aforesaid plat. It is further understood that these restrictions prohibit the further subdivision of this Common Property and is hereby declared to be appurtenant to each lot and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the lot. Such interest shall be deemed conveyed, devised, encumbered or otherwise included with the lot, even though such an interest is not expressly mentioned or described in the conveyance or other instrument. The Association hereby and each subsequent owner of any interest in a lot or on the Common Property described above by acceptance of a conveyance or any instrument transferring an interest, waives the right of a partition of any interest in the Common Property under the laws of the State of Florida. Any owner may freely convey an interest in a lot together with an undivided interest in the aforesaid Common Property subject to the provisions of this Declaration subject, however, to Association's rights contained later in this paragraph dealing with Common Property. All owners of lots shall have an appurtenance to their lot a perpetual easement for ingress and egress from their lots over and through the Common Property, in common with all persons owning an interest in any lot in the aforesaid plat.

7.1.1 It is the intent of the Association that the Common Property be a private park for the exclusive enjoyment of the owners of the above described lots and their guests, subject to the rights reserved by the Association and subject to the following restrictions:

7.1.1.1 Automobiles, trucks and motorcycles of every description shall be prohibited access to or progress over the Common Property. Transportation devices, in addition to walking, shall be limited to bicycles and golf carts, or low speed vehicles approved by the Association and such other means of transportation as may be approved by Association.

7.1.1.2 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 Property any permanent fixtures such as buildings, benches, barbecue pits or structures of any type. without written permission from the Association.

7.1.1.3 Pets shall not be allowed to be destructive within the Common Property.

7.1.1.4 Excepted from the above restrictions will be the equipment and vehicles necessary to maintain the Common Property and the actions of the maintenance personnel appropriate to the development and maintenance of the Common Property.

7.2 Anything to the contrary aforesaid notwithstanding, the Association reserves unto itself, its successors, assigns or nominees the right and privilege to dredge, fill, grade, install drainage, dig wells, lakes, streams, install waterlines, and other underground utilities, pathways, benches and other structures deemed by the Association, its successor, or assigns to be desirable; landscape, apply chemical treatment, or make any other improvements necessary to complete development of and within the Common Property and to maintain the same utilizing the appropriate equipment to do so. Chemical treatments may include spray, granules, or other fertilizers or treatments that follow the applicable Federal and State guidelines.

7.3 The cost of upkeep of the landscaping within the Common Property and the paths and other improvements that may be added from time to time shall be the responsibility of the individual lot owners and shall be accomplished in the following manner: Upon completion of development of the aforementioned lots and the Common Property, the Association shall undertake to maintain the Common Property. The actual costs shall be divided equally among each of the aforementioned lots and lien shall arise and is hereby created in favor of the Association and against the purchaser for the full amount chargeable to each lot and the amount payable shall be due upon the rendering of the bill by the Association. This lien shall be enforceable by law or in equity according to the provisions of Florida law by the Association and the cost of collecting such lien, including attorney's fees, shall be paid for by the purchaser.

7.4 Easement. Notwithstanding any other paragraph in these restrictions, Punta Gorda Isles, Inc., expressly reserved unto itself, its successors and assigns a 20.0 foot wide right-of-way easement for vehicle ingress and egress on each side of the following described centerline:

Commence at the NW corner of Lot 13, Block 864, Punta Gorda Isles, Section 21 according to the Plat thereof as found in the Public Records of Charlotte County, Florida; thence run Westerly along the southern right-of-way of San Carlos Road aka San Ciprian Road 42.10 feet to a point, said point being the Point of Beginning of said Centerline of the aforesaid 40.00 foot easement, then run Southerly S 08 20'55" West along said centerline to its intersection with a line parallel to and 25.00 Feet North of the north bank of Bear Branch Creek thence running Westerly along A line parallel to and 25.00 feet North of the said North Bank of said Bear Branch Creek to its intersection with the Westerly line of Punta Gorda Isles, Section 21 according to the Plat thereof, Charlotte County Records, said point being the termination point of sad easement centerline, all lying and being in the SW ¼ and SW1/4 of Section 30, Township 42 South, Range 23 East, Charlotte, County, Florida.

7.5 Insurance. Nothing shall be done or kept on the Common Area or the Property which shall increase the insurance rates of the Association without the prior written consent of the Board. Owners, at their own expense, should obtain coverage upon their Residence, their personal property and improvements within their Residence, and for their personal liability, and such insurance shall not be the responsibility of the Association.

7.6 Community Park and Kayak Launch. The Community Park, established within the Common Property of the Association, is for the general use of property owners and guests and shall not be donated, rented or used in any manner by other persons or groups unless specifically approved in writing by the Association.

7.6.1 Property Owner Rentals. The Community Park Pavilions may be rented by property owners by request to the Association Office thirty (30) days in advance and subject to availability. Scheduling is on a first-come, first-served basis. There is no Pavilion Rental Fee for Association Owners. Other usage fees can be established and changed from time-to-time by the Board of Directors. Property Owners renting the Park Pavilions must be present at the gathering and are responsible for compliance with the Association Community Park Usage Guidelines which can be changed from time to time by the Board of Directors. This includes responsibility for any damage, removing all trash and garbage, and replacing anything used from storage.

7.6.2 Non-Resident Rentals. The Community Park Pavilions may be rented to groups and clubs not officially affiliated with the Association by request to the Association Office thirty (30) days in advance and subject to availability. Park Pavilion rental requires compliance with the Association Community Park Usage Guidelines which can be changed from time to time by the Board of Directors. Rental and other associated usage fees, which can be changed from time to time by the Board of Directors, shall be charged for use of the Park Pavilions.

7.6.3 Park Pavilion Rental Approval. Property Owners and Non-Residents wanting to rent the Community Park Pavilions shall contact the Association Office and complete an Amenity Reservation Form. This document shall be signed by the renter and any fees shall be paid before the agreement is approved by the Association.

7.7 Water Bodies (Lakes and Creeks). The lakes are for the use and enjoyment of all property owners. The fish in the lakes belong to all property owners. Thus, no property owner can give cart blanche permission to non-property owners to fish or use watercraft in our lakes. Because the lakes are on private property and all residents are owners a fishing license is not required to fish in the lakes. This does not apply to Bear Branch creek. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of canals, lagoons, lakes, ponds, or streams within the Community. With the exception of boating and fishing, all wetlands, lakes, canals, lagoons, ponds, and streams within the Community shall be aesthetic amenities only, and no other use thereof, including, without limitation, swimming, playing or use of personal flotation devices, shall be permitted.

7.8 Fishing. Property owners may fish from lots owned by them, from accessible Common Areas, or may fish from small boats in any of the lakes. A property owner may grant permission to house guests to fish alone from their yard or lot. Guests may fish only while a house guest of the property owner. Permission may not be given for "unlimited" fishing to a non-property owner. When fishing away from the property owner's lot, the property owner should display a valid Vehicle Sticker on their personal vehicle and/or carry a valid Membership ID Card. Cast netting is prohibited in Burnt Store Lakes. Unattended fishing poles or lines are also prohibited. Only non-motorized watercraft or watercraft using electric trolling motors may be used in the Community. Fishing or use of watercraft in Burnt Store Lakes by commercial groups, clubs or other groups, except house guests, is not permitted.

7.9 Boat/Kayak/Canoe (Hereby defined as Boat(s)) Usage and Storage. Only electric trolling motors, oars, paddles or sails are allowed. Littoral plantings promote the health and ecology of the lake system. Special care should be given for their protection. Boats may be left overnight on the owner's property for a maximum of 3 days with a waiver from the Association, (waiver form available on website or by contacting the office). Boats must be stored either in the garage or secured on an owners' property obscured from any view which may include the use of shrubbery and/or an approved enclosure shield. The property owner boat user will be responsible for any damages to common property around the lakes caused by the use of any boat allowed under this policy. The Association will not be responsible for any damages or injuries to the boat user.

7.10 Canoe /Kayak Launch: This area is designed to permit property owners and their house guests access to Bear Branch Creek. Visible signage at the launch area defines allowable users of the soft launch area and that ONLY Kayaks, Canoes, or small Boats are allowed on the ramp surface. Kayaks, Canoes, and Boats are to be carried or rolled using wheels such as Hobie Trax that are designed to transport vessels by hand to beaches or soft ramps. Electric Trolling Motors or small Outboard motors 5HP or less are allowed to be used. All of Bear Branch Creek is considered a no wake zone. No Motorized vehicles or trailers are allowed on the soft ramp at any time. Persons entering and using this designated area do so at their own risk. Hours of operation shall be 6:00 a.m. to 10:00 p.m. Persons using the ramp are encouraged to file a Float Plan with a family member or friend. Parking shall be allowed in the clearly marked area only. Parking is not allowed in other areas of the green belt and/or undeveloped lots. Property owners must clearly display a current Vehicle Sticker. Each guest vehicle is required to display a current Approved Vehicle Guest Pass issued by the Burnt Store Lakes Office. Vehicles without valid identification are subject to trespassing laws and may be towed at the owner's expense. There is no parking in front of the ramp nor overnight parking. For safety reasons, management of the area requires volunteer help from residents; especially those who use the facility. Report parking violations to the Burnt Store Lakes Office. No trash or debris should be left in the area. Use of the area for commercial or group tour purposes is not permitted without written permission of the Association.

7.11 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of Enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

7.11.1 Vehicle Stickers and ID Cards. The lakes, kayak launch, park area and other common areas are private property maintained by the Association. Only Property Owners and their house guests and tenants may use the common areas and facilities. When using common areas and facilities, a Property Owner is identified by a valid Vehicle Sticker and/or optional Burnt Store Lakes Property Owner Membership ID Card issued by the Burnt Store Lakes Office. The Vehicle Sicker(s) is applied to the Property Owners' vehicle(s) and is not valid on any other vehicle. The optional Membership ID Card is only valid for the Property Owner to which it was issued. Persons using common areas and facilities without valid identification as a Property Owner or guest will be considered trespassing and subject to vehicle towing or other penalties.

7.11.1.1 House Guests: Property Owners may apply for Temporary Vehicle Guest Passes for their house guests, residing in their property, by completing and submitting the Burnt Store Lakes Property Owners Application for Vehicle Guest Pass.

7.11.2 The right of the Association to suspend the voting rights and right to use Common Area facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations.

7.11.3 The right of the Association to mortgage or convey the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or conveyance shall be effective unless such mortgage, dedication, or transfer is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3rds) of those members present, in person or by proxy, and voting at a duly called meeting of the membership and an instrument agreeing to such mortgage, dedication, or transfer is recorded in the public records of the County. If any Owner's ingress or egress to his Residence is through the Common Area, any conveyance or encumbrance of such section of the Common Area is subject to that Owner's easement.

7.11.4 Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents, his right or enjoyment to the Common Area and facilities to members of his family, his tenants or contract purchasers who reside in his Residence, but not otherwise.

7.12 Maintenance and Alteration. The Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas in accordance with the applicable laws, and shall keep the same in a good, safe, clean, attractive and sanitary condition, and in good working order at all times.

7.13 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Common Areas, or any portion thereof, becomes vested in the Association, the common areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than two-thirds (2/3rds) of those members present, in person or by proxy, and voting at a duly called meeting of the membership. The foregoing shall not be construed to limit the authority of the Association through its Board of Directors to grant such easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the members. Nothing herein shall be construed to prohibit judicial partition of any Lot.

7.14 Association's Rights and Powers. No Common Areas shall be used in violation of any rule or regulation or other requirement of the Association established pursuant to the provisions of this Declaration or the Bylaws.

8. COVENANT FOR ASSESSMENTS

8.1 Creation of the Lien and Personal Obligation of Assessments. Each Lot or Residence Owner, by acceptance of a deed to his/her Lot or Residence, is deemed to covenant and agree to pay to the Association: Annual Assessments, Special Assessments, and Individual Expense Assessments or Charges as applicable. If the Lot or Residence is a multi-family Lot, then the assessment shall be assessed against all multi-family Lots or Residences within the multi-family development which has been created and organized to operate the multi-family Neighborhood and the multi-family Association shall be the party who shall be responsible for paying any assessment so levied by the Association.

8.2 Assessments are due on the date set forth in the Assessment Notice. Any assessment or portion thereof not paid and received by the Association shall be considered delinquent and shall accrue interest the highest rate allowed by Florida Statutes until paid. In addition, the Association shall be entitled to charge a late fee not to exceed the highest rate allowed by Florida Statutes for each installment that is paid past the due date.

8.3 All assessments, together with late fees, interest, costs, and reasonable attorneys' fees for collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot or Residence against which each assessment is made. Each assessment, together with late fees, interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot or Residence at the time when the assessment fell due until paid as well as the personal obligation of any party who acquires title to the Lot or Residence if left unpaid by the prior Owner.

8.4 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Community and for the improvement, maintenance and repair of the Common Area, any applicable Limited Common Area, and Surface Water Management System including, but not limited to, work within retention areas, drainage structures and drainage easements, easement areas benefiting the Community, right-of-way areas adjacent to the Property which the Association chooses to maintain, or for any other purpose set forth in this Declaration that the Board deems appropriate.

8.5 Annual Assessments. The Association, acting by and through its Board of Directors, and with the prior approval of at least a majority of those members present, in person or by proxy, at a duly called meeting of the membership at which a quorum has been attained for the purpose of considering annual assessments, may levy annual assessments (the "Annual Assessment") for the purpose of providing for the common good and general welfare of its Members and the expenses of construction, improvement, maintenance, equipping, operation, owning and insuring of Common Property, operating the Association, taxes on Common Property, enforcement of this Declaration and any guidelines, rules or regulations referenced herein or adopted pursuant hereto, payment of principal and interest on debts owed by the Association, for purposes otherwise provided for in this Declaration or reasonably contemplated by this Declaration, and for other reasonable purposes approved by the Board which the Board, in its discretion, determines are a benefit to all the Lots and Residences or the Owners as a whole. The Annual Assessment shall commence against a Lot or Residence subject to it on the Assessment Commencement Date and shall be prorated for the year in which the Assessment

Commencement Date falls. If the Board fails to take any action to change the Annual Assessment, the Annual Assessment last established by the Board shall remain in effect.

8.6 Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments shall commence as to all Lots or Residences on the date (which shall be the first day of the month) fixed by the Board to be the date of commencement. Each subsequent Annual Assessment shall be imposed for the year beginning October 1 and ending September 30. The Annual Assessments shall be payable in advance in annual payments if so determined by the Board. Written notice of the assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Residence have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Residence is binding upon the Association as of the date of its issuance.

8.7 Individual Service Expense Assessments and Charges. Individual Service Expense Assessments include any Assessment levied against any Lot or Residence Owner occasioned by such Lot or Residence Owner's, or any such Lot or Residence Owner's family members, guests, invitees or lessees and their family members, guests or invitees, use, maintenance, or treatment of the Association property or Lots or such person's non-compliance with these Governing Documents including, but not limited to, non-compliance of residential dwelling structures, units and any other structures or personal property contained therein with the standards set forth in these Governing Documents or as adopted from time to time by the Association, which causes the Association to incur additional costs and expenses which would not have been incurred if the Lot or Residence Owner's family members, guests, invitees or lessees and their family members, guests and invitees, had been in compliance with the foregoing ("Noncompliance"). As an example, if a Lot or residence is in disrepair due to the Owner's failure to maintain and mow the yard, the Association may step in and mow the yard at the expense of the Owner as an Individual Service Expense Assessment. The amount of the Individual Expense Assessment and Charges, and any late charges relating thereto, shall be assessed against the applicable Lot or Residence Owner(s) and collected and enforced in the same manner as any other Assessments hereunder as provided herein.

8.8 Notwithstanding anything to the contrary contained herein, it is recognized and declared that Individual Expense Assessments shall be in addition to and not part of any other Assessment; any such Individual Expense Assessment assessed against a Lot or Residence Owner shall be paid by such Lot or Residence Owner in addition to any other Assessment.

8.9 Special Assessments. The Association, acting by and through its Board of Directors, and with the prior approval of at least a majority of those members present, in person or by proxy, and voting at a duly called meeting of the membership at which a quorum has been attained for the purpose of considering special assessments, may levy special assessments (the "Special Assessment") for the purpose of paying, in whole or in part, any unanticipated common operating expenses, as well as the cost of any construction, reconstruction, repair or replacement of any pre-existing improvement on Common Property. Special Assessments may be levied by the Board in any calendar year. Special Assessments against any Lot or Residence in the

aggregate for a calendar year shall not exceed the amount equal to the Annual Assessment against that Lot or Residence then in effect.

8.10 Rate of and Allocation of Assessments. Both Annual and Special Assessments shall be assessed against all Lots or Residences.

8.10.1 Single-Family Lots. There are One Thousand Eight Hundred Forty-Nine (1,849) single-family Lots and each single-family Lot pays a uniform rate of one assessment obligation for each single-family Lot.

8.10.2 Tracts and Multi-family Lots: There are ten 10 Tracts and One Hundred Eighty-Nine (189) Multi-family Lots. Tracts D & E are designated as Commercial Use while Tracts A, B, F, 911, 958, 964, 976, and 979 are designated residential, multi-family use.

8.10.2.1 The rate of assessment and the obligation to pay annual and special assessments for the Multi-family lots is dependent upon the date that the original grantor, Punta Gorda Isles, Inc. sold the lot. The Section 21 Multi-family Declaration of Restrictions, filed on August 22, 1972 by Punta Gorda Isles, Inc. based the allocated assessment on a uniform rate of one assessment obligation per lot regardless of how many units were developed on said multi-family Lot. Punta Gorda Isles, Inc. filed an Amendment, dated September 6, 1984, to the original Declaration of Restrictions changing the multi-family-lot assessment allocation. The new allocation was based upon the number of units actually developed on the multi-family Lot. The amendment applied only to those Lots still owned by the Grantor at the time the amendment was recorded. Exhibit G lists the date that each multi-family lot was sold and whether the annual assessment is charged by the lot or the number of units built on the lot.

8.12 Liens on Assessments and Other Fees. The Association may file a lien on each Lot or Residence for any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorneys' fees incurred by the Association in enforcing this lien. The lien relates back to the date of recording of the Original Declarations in the Public Records of Charlotte County, Florida, and is perfected by recording a Claim of Lien in the Public Records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or authorized agent of the Association which may include its legal counsel. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure unpaid assessments and charges, interest, costs and attorneys' fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

8.13 Foreclosure of Lien. Unless a different method is required by Florida law, as amended from time to time, the Association's lien may be foreclosed by the procedures and in the manner provided in Section 720.3085 of the Florida Statutes, Homeowners Associations, as it may be amended from time to time, for the foreclosure of a lien upon a Lot or Residence for unpaid assessments. The Association may also bring an action at law against any Owner liable

for unpaid charges or assessments. If final judgment is obtained, it shall include interest on the assessments as above provided and a reasonable attorneys' fee to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorneys' fees in connection with any appeal of such action.

8.14 **Priority of Lien.** Unless otherwise provided by Florida law, as amended from time to time, the Association's lien for unpaid assessments and charges shall have the same priority with respect to first mortgagees holding mortgages on Lots or Residences the lien of a homeowner's association for unpaid assessments under Section 720.3085, Florida Statutes, as amended from time to time, has with respect to first mortgagees or other acquirers of title through the first mortgage. The Association's lien shall be superior to, and take priority over, all other mortgages regardless of when recorded. Any lease of a Residence shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

8.15 **Resale Capital Contribution.** A resale capital contribution in the amount of \$500 and 00/100 U.S. dollars (\$500) ("Resale Capital Contribution") shall be due and payable to the Association by a transferee upon the conveyance of a Lot or a Unit by an Owner. The Resale Capital Contribution funds paid to the Association shall be placed in a Capital Contribution Fund. The Board of Directors shall have the authority to adjust this assessment periodically. The purpose of the Resale Capital Contribution Fee is to ensure that the Association will have cash available to meet its obligations, fund capital improvement projects, or to acquire additional property, equipment, or services deemed necessary and desirable upon the prior approval of at least a majority of those members present, in person or by proxy, and voting at a duly called meeting of the membership at which a quorum has been attained for the purpose of utilizing the funds in the Capital Contribution Fund. The Resale Capital Contribution shall be considered to be an Assessment and the Resale Capital Contribution can be collected as an Assessment in accordance with Article 6 of this Declaration and Article 8.5 of the By-laws. The due date for a Resale Capital Contribution shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For the purpose of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. The term "conveyance" shall not refer to a transfer of title resulting from the death of the transferee nor to a transfer of title to a trustee or the transferor's spouse, without changing occupancy, solely for estate planning or tax reasons. In addition, the term "conveyance" shall not refer to a transfer of title to the holder of a first mortgage who acquires title through foreclosure or deed in lieu of foreclosure of the first mortgage. The Resale Capital Contribution shall not be applied to any conveyance involving an owner with Burnt Store Lakes property purchased prior to October 1, 2021 who subsequently purchases a Lot or Residence within the community after October 1, 2021.

9 CONSERVATION AREAS.

9.1 **Jurisdictional Areas and Permits/Requirements.** The Property has been or will be developed in accordance with the requirements of Charlotte County. Such requirements may be amended from time to time. The requirements are or will be owned by the Association and the

Association has the obligation to assure that all terms and conditions thereof are enforced including, but not limited to, mitigation requirements, monitoring, signage and/or financial assurances. The Association shall have the right to bring an action, at law or in equity, against any Owner violating any provision of the Permits/Requirements.

9.2 Proximity to Wetlands. Owners acknowledge that their Lots may contain or be adjacent to Conservation Areas, wetland preservation or mitigation areas and upland buffers, and by acceptance of title to the Lot, Owners of said Lots shall be deemed to have assumed the obligation to comply with the associated Requirements as the same relate to such Owner's Lot and shall agree to maintain such jurisdictional wetlands, upland buffer zones and Conservation Areas in the condition required. In the event that an Owner violates the terms and conditions of the Requirements and for any reason the Association is cited therefor, such Owner agrees to indemnify and hold the Association harmless from all costs arising in connection therewith including, without limitation, all costs and attorneys' fees, as well as all costs of curing such violation. No Person shall alter the drainage flow of the Surface Water Management System or any portion of the jurisdictional wetlands or Conservation Areas including, without limitation, any buffer areas, swales, and treatment berms or swales, without the prior written approval of the Association or other appropriate government agency.

9.3 Signage. . Installation of permanent markers and/or signs may be required at the edge of the Lots and/or upland buffer areas to inform Owners of conservation status of protected areas. The Association shall be responsible for the perpetual maintenance of any such required signage.

9.4 Monitoring and Maintenance Plan. Monitoring and Maintenance Plan. The Association shall be responsible for maintenance and monitoring of Conservation Areas in accordance with Requirements and enforcement of the use restrictions contained herein.

9.5 Use Restrictions. The Conservation Areas are hereby dedicated as Common Areas; they shall be the perpetual responsibility of the Association and may in no way be altered from their natural or permitted state. Activities prohibited within the Conservation Area include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation – with the exception of exotic/nuisance vegetation removal; excavation, dredging, or removal of soil material; diking or fencing; an other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

10 SALES AND TRANSFERS OF OWNERSHIP

10.1 Maintenance of Community Interests. In order to maintain a community of congenial Owners who are financially responsible, and thus protect the value of Burnt Store Lakes, the transfer of ownership of Lots or Residences by any Owner shall be subject to the following provisions, which provisions each Owner covenants to observe:

10.1.1 Forms of Ownership:

10.1.1.1 Ownership by Individuals. A Lot or Residence may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

10.1.1.2 Co-Ownership. Co-ownership of Lots or Residences may be permitted.

10.1.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Lot or Residence may be owned in trust, or by a corporation, partnership, limited liability company, or other entity, which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Lot or Residence may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Lot or Residence, fractional ownership, or used as guest accommodations for employees, customers, or guests of Lots or Residences owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, corporation, limited liability company, or other entity as an Owner shall be conditioned upon designation by the Owner of one natural person to be the "Primary Occupant." The use of the Lot or Residence by other persons shall be as if the Primary Occupant were the only actual Owner. The Primary Occupant shall be the person entitled to vote on behalf of the Lot or Residence, and exercise rights of membership. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the governing documents. No more than one change in designation of Primary Occupant will be approved in any twelve (12) month period.

10.2. Transfers Subject to Approval.

10.2.1. Sale or Other Transfer. No Owner may dispose of a Lot or Residence or any interest in same by sale, title transfer, or by other means (including agreement for deed, installment sales contract, lease-option, or other similar transactions) without an estoppel letter completed and signed by the Association.

10.2.2. Gift. If any Owner is to acquire his title by gift, his ownership of his Lot or Residence requires an estoppel letter completed and signed by the Association

10.2.3. Devise or Inheritance. If any person shall acquire his title by devise, inheritance, through other succession laws, the continuance of his ownership of his Lot or Residence requires "Consent to Transfer" form signed by the Board's designee and an estoppel letter completed and signed by the Association.

10.3 Transfer Fee. The Association may charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all assessments and other monies owed to the Association by the Owner with respect to the Lot or Residence. The fee for the

preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

11. GOVERNING DOCUMENT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Association has the power to enforce all governing documents, covenants, conditions, restrictions, rules and agreements applicable to any Property within the Community, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

11.1. Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Association, shall apply to all Property Owners, as well as to any other person occupying any Residence. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

11.2. Litigation. Each Owner and the Owner's tenants, guests, and invitees, and the Association, are governed by and must comply with Chapter 720, Florida Statutes, and the Governing Documents of the Association. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents may be brought by any Owner or the Association against:

- (A) the Association;
- (B) an Owner;
- (C) any occupant of a Residence;
- (D) any Director or officer of the Association who willfully and knowingly fails to comply with these provisions; and
- (E) any tenants, guests, or invitees occupying a parcel or using the Common Areas.

11.3. Damages and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

11.4. Fines and Suspension of Use Rights.

11.4.1. The Association may levy reasonable fines allotted by law per violation against any Owner or any Owner's tenant, guest, or invitee for failure of the Owner of the Lot or Residence or its occupant, licensee, or invitee to comply with any provision of the Governing Documents. A fine may be levied for each day of a continuing violation, with a single notice and

opportunity for hearing, except that fines may not exceed \$1,000 in the aggregate unless otherwise provided in the governing documents or as allotted by law, whichever is greater. A fine of less than \$1,000 may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the Court.

11.4.1.1 A fine shall be treated as a special charge due to the Association ten (10) days after written notice from the Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law.

11.4.1.2 The payment of fines shall be the ultimate responsibility of the Owner, even when the violations for which the fines have been levied arise out of the conduct of family members, guests or tenants.

11.4.1.3 All monies received from fines shall become part of the common surplus.

11.4.1.4 Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from each Owner.

11.4.2 The Association may suspend, for a reasonable period of time, the right of an Owner or an Owner's tenant, guest or invitee to use Common Areas and facilities for the failure of the Owner of the Lot or Residence or its occupants, licensee, or invitee to comply with any provision of the Governing Documents, Declaration, Bylaws, or reasonable rules of the Association.

11.4.3 A fine or suspension may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, or invitee of the Owner.

11.4.4 If an Owner is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the Owner, or the Owner's tenant, guest or invitee, to use Common Areas and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of Common Areas used to provide access to utility services to the Residence. Suspension does not impair the right of an Owner or tenant of a Residence to have vehicular and pedestrian ingress to and egress from the

Residence, including but not limited to, the right to park. The notice and hearing requirements under Section 11.4.3 do not apply to a suspension imposed under this subsection.

11.4.5 The Association may suspend voting rights of a Lot or Owner for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Lot or Owner which has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this Section or pursuant to the Governing Documents. The notice and hearing requirements under Section 11.4.3 do not apply to a suspension imposed under this Section. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

11.4.6 All suspensions imposed pursuant to Section 11.4.4 or 11.4.5 must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Owner and, if applicable, the Owner's occupant, licensee or invitee by mail or hand delivery.

11.5 Right of Abatement. In addition to the remedies provided above, the Association shall have a right of abatement. The "right of abatement" as used in this Declaration means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation or breach, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Before exercising its right of abatement, the Association shall mail written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association shall have the right of abatement. The costs of such abatement action, together with interest thereon at the highest rate permitted by law, shall be a binding personal obligation of such Owner enforceable in law, and the Association shall be entitled to recover from the Owner all costs and attorneys' fees required in connection with such abatement and/or in collecting it from the Owner, all of which shall be secured by a lien on such Owner's Lot or Residence enforceable in the same manner and with the same priority as a lien for assessments.

12 INSURANCE: The Association may, at the discretion of the Board, obtain the following insurance:

12.1 Flood Insurance. The Association may maintain flood insurance to cover buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available.

12.2 Property Insurance. The Association may maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the Common Areas.

12.3 Liability Insurance. The Association shall maintain adequate public liability insurance coverage for all Common Areas, as specified in the bylaws

12.4 Bonding. The Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Association funds.

12.5 Association's Right of Entry. For the purpose of performing the duties authorized by this Section 12, the Association, through its duly authorized agents and employees, shall have the right to enter upon any Lot at reasonable hours and perform such duties.

13 SECURITY; NON-LIABILITY OF ASSOCIATION:

All persons using or occupying any portion of the community are responsible for their own security and the security of their own property. The Association is not an insurer or guarantor of security for persons or property within the community. The Association shall not be liable in any way on account of loss, damage or injury resulting from lack of security or the lack of effectiveness of any security measures undertaken. The Association makes no representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection suppression, control system and/or burglar alarm systems, or other security systems recommended or installed or any security measures undertaken within the community.

14 DURATION OF GOVERNING DOCUMENTS; AMENDMENT TO DECLARATION.

14.1. Duration of Governing Documents. The Governing Documents, restrictions and easements of this Amended and Restated Declaration shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of the recording of the originally recorded Declaration. Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of potential successive ten (10) year periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, unless during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, at least three-fourths (3/4ths) of the votes cast at a duly held meeting of the Members of the Association vote in favor of terminating this Amended and Restated Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of the meeting. If the Members vote to terminate this Amended and Restated Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts recited therein as they relate to the termination of this Amended and Restated Declaration.

14.2. Proposal. Amendments to this Amended and Restated Declaration may be proposed at any time by the Board of Directors or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests. Any amendments so proposed must be submitted to a vote of the Owners not later than the next annual meeting.

14.3. Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Amended and Restated Declaration may be subsequently amended at any time if a duly proposed amendment is approved by at least two thirds (2/3rds) of those members present, in person or by proxy, and voting at a duly called meeting of the membership, provided that the text of each proposed amendment has been given to the members with notice of the meeting. However, no amendment shall be effective to change the share of liability for Assessments or ownership of the common surplus of the Association, or the voting rights, appurtenant to any Home, unless the Owner and his institutional mortgagee (if any) consent in writing to the amendment.

14.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to this Amended and Restated Declaration, which certificate shall identify the Book, Page or Instrument Number of the Public Records where this Amended and Restated Declaration is recorded, and shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. Within thirty (30) days after recording an amendment to the Declaration, the Association shall provide copies of the amendment to the members.

14.5 DISCLAIMER OF LIABILITY OF ASSOCIATION. As used in this section, "Association" shall include within its meaning, all of the Association's Directors, Officers, Committee and Board Members, employees, agents, contractors (including management companies), subcontractors, successors, and assigns. Notwithstanding anything contained elsewhere herein or in the Articles of Incorporation, Bylaws, and Rules or Regulations of the Association, or any other document governing, binding on or administered by the Association (collectively the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the lands including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons, without limiting the generality of the foregoing:

(A) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the lands have been written and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the lands and the value thereof.

(B) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, the County and/or any other jurisdiction or the prevention of tortious activities.

(C) Any provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

15 GENERAL PROVISIONS.

15.1 Waiver. Any waiver by any person of any provisions of this Amended and Restated Declaration, or breach thereof, must be in writing to be effective, and shall not operate or be construed as a waiver of any other provision or subsequent breach.

15.2 Severability. If any Section, subsection, sentence, clause, phrase or portion of this Amended and Restated Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and its invalidity shall not affect the validity of the remaining portions.

15.3 Headings and Capitalization. The headings of the sections, subsections, paragraphs and subparagraphs herein, and the capitalization of certain words, are for convenience only, and are not intended to affect the meaning or interpretation of the contents.

15.4 Notices. Any notice required to be sent to any Owner under this Amended and Restated Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address.

15.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Amended and Restated Declaration and its exhibits. Such interpretations shall be binding upon all parts unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

EXHIBIT A

**LANDS WHICH ARE INTENDED AND DESIGNATED AS SINGLE
FAMILY LOTS WITHIN BURNT STORE LAKES**

BLOCK 832 thru 836 inc.; Block 827, Lots 4 thru 14 inc.; Block 838; Block 840, Lots 1-9; Blocks 841 thru 856 inc.; Block 858; Block 860 thru 862 inc.; Block 864 thru 882 inc.; Block 884; Block 885, Lots 2 thru 8 inc.; Block 886, Lots 1 thru 24 inc.; Block 887, Lots 2 thru 8 inc.; Block 888 thru 910 inc.; Blocks 912 thru 914 inc.; Block 917 thru 937 inc.; Block 940; Block 942 thru 957 inc.; Block 959 thru 963 inc.; Block 965 thru 975 inc., Block 977; Block 978; Block 980 thru 989 inc. Punta Gorda Isles, Section 21 according to Plat thereof as recorded in Plat Book 13, Pages 1— A thru 1-Z-21 of the Public Records of Charlotte County, Florida.

EXHIBIT A-1

**LANDS WHICH ARE INTENDED AND DESIGNATED AS MULTI-FAMILY
LOTS WITHIN BURNT STORE LAKES**

BLOCK 831; Block 837, Lots 1 thru 3 inc. and Lots 15 thru 22 inc.; Block 839; Block 840, Lot 10; Block 857; Block 859; Block 863; Block 883; Block 885, Lots 1 and 9 thru 13 inc.; Block 886, Lots 25 thru 28 inc.; Block 887, Lots 1 and 9 thru 12 inc.; Tract 911, Block 915 and Block 916; Block 938, Block 939; Block 941; Tract 958; Tract 964; Tract 976; Tract 979, and Tracts A, B, and F. Punta Gorda Isles, Section 21 according to Plat thereof as recorded in Plat Book 13, Pages 1– A thru 1-Z-21 of the Public Records of Charlotte County, Florida.

Tracts D & E Punta Gorda Isles, Section 21 according to Plat thereof as recorded in Plat Book 13, Pages 1– A thru 1-Z-21 of the Public Records of Charlotte County, Florida, which were originally designated as Multi-Family Lots within Burnt Store Lakes but have subsequently been designated as Commercial Tracts subject to the Multi-Family Declaration of Restrictions as modified by the Stipulated Settlement Agreement recorded in Official Records Book 1728 Page 2051, et seq. in the Public Records of Charlotte County, Florida.

EXHIBIT B

Quitclaim Deed

This Quitclaim Deed, Made this 28th day of August, 1992 A.D., Between
PGI, INCORPORATED, f/k/a Punta Gorda Isles, Inc., a Florida corporation,
FED ID# 59-0867335

of the County of Charlotte, State of Florida, grantor, and
ALL PROPERTY OWNERS OF LOTS, TRACTS & CONDOMINIUM UNITS OF PROPERTY located in
PUNTA GORDA ISLES, SECTION 21,
c/o PUNTA GORDA ISLES, SECTION 21, PROPERTY OWNERS ASSOCIATION
whose address is: Post Office Box 512124, Punta Gorda, Florida 33950

of the County of Charlotte, State of Florida, grantee.
Witnesseth that the GRANTOR, for and in consideration of the sum of
-----TEN & NO/100 (\$10.00)-----DOLLARS,

and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and quitclaimed to the said GRANTEE and GRANTEE'S heirs and assigns forever, the following described land,
situate, lying and being in the county of Charlotte, State of Florida, to wit:

All greenbelts, common areas, easements and parcels designated Park A as set
forth in PUNTA GORDA ISLES, Section 21, according to the Plat thereof as recorded
in Plat Book 13, Pages 1-A through 1-Z-21, of the Public Records of Charlotte
County, Florida.

Each property owner shall have an undivided interest in the common property (area)
described above subject to the provisions of the Declaration of Restrictions
regarding common areas for Punta Gorda Isles, Section 21.

To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise
appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for
the use, benefit and profit of the said grantee forever.

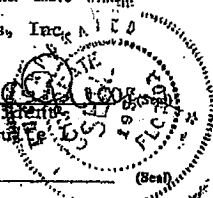
In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

June A Nolan
Printed Name: June A Nolan

Mary L Kyriakidis
Printed Name: Mary L Kyriakidis
Witness

PGI Incorporated
f/k/a Punta Gorda Isles, Inc.
A Florida Corporation
Paula F. McQueen
Paula F. McQueen, President
1625 W Marion Avenue Suite 100
Punta Gorda FL 33950



STATE OF FLORIDA COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 28th day of August, 1992 by
PAULA F. MCQUEEN, as President of PGI, INCORPORATED, f/k/a Punta Gorda Isles, Inc.,
a Florida corporation, as an act and deed of said corporation,
who is personally known to me or who has produced his
as identification and who did /did not
take an oath.

This Document Prepared By:

PGI, INCORPORATED
1625 W Marion Avenue Suite 1
Punta Gorda FL 33950
FL

Jamie L Edwards
Printed Name: Jamie L Edwards
NOTARY PUBLIC: Jamie L Edwards
My Commission Expires: Notary Public, State of Florida
My Commission Expires Aug 20 1993

Recorded: 10-09-92 02:43 P.M. Document ID# 59-0867335-1300

EXHIBIT "C"
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BURNT STORE LAKES PROPERTY OWNER'S ASSOCIATION, INC.

Substantial rewording. See governing documents for current text.

These are the Amended and Restated Articles of Incorporation of Burnt Store Lakes Property Owner's Association, Inc. The original Articles of Incorporation were filed with the Florida Department of State on May 22, 1984.

For historical reference, the street address of the initial principal office and the initial mailing address was 1625 W. Marion Avenue, Punta Gorda, FL 33950. The name of the original subscribers were Paula F. McQueen, Leanne Hadsell and Geoffrey Lorah. The street address of the initial registered office was 166 N. Tamiami Drive, N.E., Port Charlotte, FL 33952 and the name of the initial registered agent was Robert C. Sifrit. The address of the current registered agent and registered office is Geoffrey L. Lorah, 1107 W. Marion Avenue, Suite 115, Punta Gorda, FL 33950. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. **NAME.** The name of the corporation continues to be Burnt Store Lakes Property Owner's Association, Inc. (the "Association").
2. **DEFINITIONS.** The definitions set forth in the Amended and Restated Declaration of Restrictions for Burnt Store Lakes, as amended from time to time (the "Declaration") and the Act shall apply to terms used in these Articles.
3. **TERM OF EXISTENCE.** The Association shall have perpetual existence
4. **PURPOSE.** The Association is organized for the purpose of promoting the health, safety, welfare and recreational opportunities of the Owners of single family and multi-family Lots now and hereafter included within that certain subdivision of real property located in Charlotte County, Florida, which is known as "Burnt Store Lakes", primarily by means of the acquisition, construction, management, maintenance and care of real and personal property which is owned by either the Association or by Owners in their undivided interest in common, made available for the common benefit of all Members of the Association and is of a nature that tends to enhance the beneficial enjoyment of the Owners, or, which is owned privately by an Owner, to the extent that the condition of such property effects the overall appearance or structure of single family and multi-family Lots included within the Community.
5. **POWERS.** In the furtherance of this purpose, the powers of the Association shall include and be governed by the following:

- 5.1 **General.** The Association shall have all of the common-law and statutory powers



of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or the Bylaws or prohibited by law.

5.2 Enumeration. The Association shall have all the powers set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as limited by the Declaration, these Articles and the Bylaws (all as amended from time to time), and all of the powers reasonably necessary to operate the Community including but not limited to the following:

5.2.1 To fix and make assessments against each single family and multi-family Lot in the Community and collect the assessment made against a Lot, together with the costs of collection, including a reasonable attorney's fee, and interest and late fees thereon from the date due at the maximum rate then allowable by law, from the Owner or Owners thereof by any lawful means, including the foreclosure of the lien which the Association has against the Lot for the payment of assessments;

5.2.2 To borrow money from such lenders and upon such terms as the Association may deem appropriate and to pledge the assets of the Association, including the right of the Association to make and collect assessments, as security for the repayment thereof, with the consent of at least two-third (2/3rds) of those members present, in person or by proxy, and voting at a duly called meeting of the membership;

5.2.3 To use and expend the proceeds of assessments and borrowings to pay the debts and obligations of the Association and otherwise in a manner consistent with the purposes for which this Association is formed;

5.2.4 To review the plans and specifications of proposed improvements intended to be constructed on any Lot to determine whether they comply with the terms and provisions of the Governing Documents, and, if they comply, approve them, and if they do not comply, disapprove them;

5.2.5 To maintain, repair, replace, reconstruct, add to, and operate the Association property and other property acquired or leased by the Association for use by Owners together with the areas within the Community intended for the common use and benefit of the Owners, to the extent not maintained by others, including, but without limitation, all greenbelt areas, any lakes, ponds, stormwater retention and detention areas, and streams;

5.2.6 To purchase and maintain one or more insurance policies insuring the Association's property against loss, damage or destruction, insuring the Association against liability to others, and protecting the Association, its Officers, Directors and Members;

5.2.7 To make, amend, impose and enforce by any lawful means, reasonable rules and regulations with respect to the use of the Lots, Common Areas and Association property;

5.2.8 To contract for the management of the Association and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the Membership of the Association;

5.2.9 To employ personnel to perform the services required for proper operation of the Association;

5.2.10 To do and perform anything required by these Articles, the Bylaws or the Declaration to be done by an Owner, but not done timely by the Owner, as specified in the Bylaws or Declaration, at the cost and expense of the Owner;

5.2.11 To do and perform any obligations imposed upon the Association by the Declaration and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration;

5.2.12 To have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, may not have or hereafter have or exercise;

5.2.13 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

5.2.14 Dedicate, sell or transfer all or any part of the common area, including roadways, to any public agency, authority or utility. No such dedication or transfer shall be effective unless an instrument has been approved by at least 2/3rds of those members present, in person or by proxy, and voting at a duly called meeting of the members agreeing to such dedication or transfer;

5.2.15 Grant easements as to the Common Area to public and private utility companies including to cable television, telecommunications, information, or internet service providers and to public bodies or governmental agencies or other entities or persons, with or without cost or discharge, at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto with the exception of the addition of cell towers or the like which shall require Member approval as provided elsewhere in the governing documents;and

5.2.16 From time to time to adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation.

6. MEMBERS AND VOTING.

6.1. Membership. Every person or entity who is, from time to time, the record Owner of a single family or multi-family Lot within the Burnt Store Lakes, Punta Gorda Isles Section 21 Community will be a Member of the Association, but only for so long as he or she is the record Owner of a Lot. However, any such person or entity who holds a mortgage on a Lot merely as security for the payment of any indebtedness or the performance of an obligation will not be a Member. Membership will be appurtenant to, and may not be separated from, the ownership of a Lot.

6.2. Voting. On all matters upon which the Membership shall be entitled to vote, there shall be only one (1) vote for each single family Lot and one (1) vote for each multi-family Lot, which vote shall be exercised or cast in the manner provided by the Bylaws. Since there are a total of One Thousand Eight Hundred Forty-Nine (1,849) single family Lots and One Hundred Eighty-Nine (189) multi-family lots, there are a total of Two Thousand Thirty-Eight (2,038) votes. Any person or entity owning more than one (1) Lot shall be entitled to one (1) vote for each Lot owned. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida law shall not be entitled to cast the vote assigned to the Lot for which the suspension was levied during the period of suspension and such Voting Interests shall be subtracted from the required number of votes when calculating any required vote or quorum for the period during which such suspension exists.

6.3. Action without Meetings. Any action which could be taken by Owners at a Membership meeting may be taken without necessity of a meeting if approved in writing by Owners having the right to cast sufficient votes to approve the action if taken at a meeting.

7. OFFICERS. The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies and for the duties of the Officers.

8. DIRECTORS.

8.1 Number. The property, business and affairs of the Association shall be managed by a board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than seven (7) Directors.

8.2 Duties and Powers. All of the duties and powers of the Association existing under Chapters 617 and 720, Florida Statutes, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by the Board of Directors, subject only to approval by Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be

removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of this Association may be altered, amended or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire Voting Interest.

10.2 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the Association members present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association Membership vote.

10.3 Effective Date. An amendment when adopted shall become effective after being recorded in the Charlotte County Public Records according to law and filed with the Secretary of State according to law.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, Officer or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the Membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors or Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such

settlement as being in the best interest of the Association.

11.2 Defense. To the extent that a Director, Officer or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article 11, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer or Committee Member and shall inure to the benefit of the heirs and personal representative of such person.

11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee or agent of the Association, or a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

12. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

12.1 No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or Officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participated in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract transaction.

12.2 In addition to the foregoing, a Director, Officer, or Committee member of the association may not directly receive any salary or compensation from the association for the performance of duties as a Director, Officer, or Committee member and may not in any other way benefit financially from service to the association. This subsection

12.2 does not preclude:

- (1) Participation by such person in a financial benefit accruing to all or a significant number of members as a result of actions lawfully taken by the board or a committee of which he or she is a member, including, but not limited to, routine maintenance, repair, or replacement of community assets.
- (2) Reimbursement for out-of-pocket expenses incurred by such person on behalf of the association, subject to approval in accordance with procedures established by the association's governing documents or, in the absence of such procedures, in accordance with an approval process established by the board.
- (3) Any recovery of insurance proceeds derived from a policy of insurance maintained by the association for the benefit of its members.
- (4) Any fee or compensation authorized in the governing documents.
- (5) Any fee or compensation authorized in advance by a vote of a majority of the voting interests voting in person or by proxy at a meeting of the members.

13. INSURANCE TO PROVIDE INDEMNIFICATION The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee or agent of the Association, or a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

13.1 Dissolution. In the event the Association ever become dissolved, the Property and interests in property, whether real, personal or mixed, which constitutes or is directly or indirectly related to the Surface Water Management System, if any, will be dedicated to the appropriate governmental agency or contributed to a similar non-profit corporation or organization as required by the Southwest Florida Water Management District, if any. This provision may not be amended without the consent and approval of the Southwest Florida Water Management District.

14. DECLARATION OF INTENTION. It is intended that the Association be eligible for treatment as a tax-exempt organization described in Section 528 of the Internal Revenue Code of 1954, as amended, or in the corresponding provisions of any subsequent legislation.

EXHIBIT "D"
AMENDED AND RESTATED BYLAWS
OF
BURNT STORE LAKES PROPERTY OWNER'S ASSOCIATION, INC.

Substantial rewording, see governing documents for present text.

1. GENERAL These are the Amended and Restated Bylaws of Burnt Store Lakes Property Owner's Association, Inc., (hereinafter the "Association"), a not-for-profit corporation organized under the laws of Florida for the purpose of operating Burnt Store Lakes (the "Community") pursuant to the Florida Not-For-Profit Corporation Act, as it may be amended from time to time, and as a homeowners' association pursuant to Chapter 720, Florida Statutes, as same may be amended from time to time (the "Act").

1.1 Principal Office. The principal office of the Association shall be at such location as may be designated from time to time by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.3 Definitions. The definitions set forth in the Amended and Restated Declaration of Restrictions for Section 21 (Burnt Store Lakes), as amended from time to time (the "Declaration") and the Act shall apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. The Members of the Association shall be the record Owners of legal title to the single family and multi-family Lots in Burnt Store Lakes. Membership shall become effective upon recording in the Public Records of Charlotte County, Florida, a deed or other instrument evidencing legal title to a Lot. A copy of the recorded deed must be supplied to the Association within ten (10) days of recordation of the deed.

2.2 Voting Interest. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of Voting Interests (aka Membership Interests) equals the total number of single family Lots and multi-family Lots subject to the Declaration Two Thousand Thirty-Eight (2,038) which consists of One Thousand Eight Hundred Forty-Nine (1,849) single family Lots and One Hundred Eighty-Nine (189) multi-family Lots, for a total of Two Thousand Thirty-Eight (2,038) total Lots. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Areas and Common Surplus owned. However, suspended Voting



Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. If a Lot is owned by one (1) natural person, his right to vote shall be established by the record title of the Lot. If a Lot is owned jointly by two (2) or more natural persons that are not acting as trustees, that Lot's vote may be cast by any one (1) of the Owners. If two (2) or more Owners of a Lot do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If a Lot is owned by a corporation, any Officer may vote on behalf of said corporation. If a Lot is owned by a partnership, any general partner may vote on behalf of the partnership. If a Lot is owned in trust, the grantor of the trust or any beneficiaries residing in the Lot shall be entitled to vote. If the Lot is owned in a self-directed IRA, the grantor or any beneficiary residing on the Lot may vote on behalf of the IRA. If a Lot is owned by a limited liability company, any member or manager may vote on behalf of the limited liability company. Subject to the qualifications above, any person with apparent authority asserting the right to vote on behalf of a Lot owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Lot cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended pursuant to the terms of the Governing Documents and/or Florida law.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Lot is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Lot at an Association meeting as stated in Section 2.2 above, unless the joinder of all Owners is specifically required by law or an express requirement in the Governing Documents.

2.4 Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in Section 2.1 above. At that time, the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligations incurred under or in any way connected with the Community during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1. Annual Meeting. There shall be an annual meeting of the Members in each calendar year. Failure to hold an annual meeting does not cause forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate

acts, except as provided in Section 617.1430, Florida Statutes (2021), as amended from time to time. The annual meeting shall be held on a day, time, and at a place designated by the Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President, by a majority of the Directors, and must also be called by the President or Secretary within a reasonable time of receipt of petition of the Members, holding at least twenty-five percent (25%) of the entire Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date and place of the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery or electronic transmission as provided by law. The Member is responsible for providing the Association with notice of any change of address. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Lot and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Lot. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the Officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting and attends solely to object to notice. A Member may waive notice of any meeting at any time, but only by written waiver or attendance.

3.3.1 Notice to the Members of meetings of the Board, meetings of a Committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted in the manner set forth in Chapter 720 and Section 617.0141, Florida Statutes (2021), as amended from time to time. Notice by electronic transmission is effective when actually transmitted by facsimile telecommunication, if correctly directed to a facsimile number at which the Member has consented to receive notice; or when actually transmitted by electronic mail, if connected directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of such correct posting; or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by a Member to receive notice by electronic transmission must be in writing and shall be revocable by the Member by written notice to the Association. Any such consent shall be deemed revoked if the Association is unable to deliver by

electronic transmission two (2) consecutive notices given by the Association in accordance with such consent and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action.

3.3.2 The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Member has revoked his consent. However, the Association is not liable for an erroneous disclosure of an electronic mail address or facsimile number. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers and attachments to such text which is readily capable of being viewed through customary home or office computing systems, including but not limited to Word®, PDF® or similar attachments. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence either in person or by proxy, of Members entitled to cast at least ten percent (10%) of the votes of the entire Membership or Voting Interests. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension and such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents. No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended pursuant to the terms of the Governing Documents

and/or Florida law.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present and voting, in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Members of the time and place of its continuance. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- A. Call of the roll or determination of quorum.
- B. Proof of Notice.
- C. Appointment by the Chair of Inspectors of Election (Annual Meeting).
- D. Election of Directors (Annual Meeting).
- E. Reading or disposal of minutes of the last Members' meeting.
- F. Reports of Officers.
- G. Reports of Committees.
- H. Consider Waiver of Reserves and Financial Reporting Requirements
- I. Unfinished business.
- J. New business designated on the agenda.
- K. Adjournment.

The President shall preside over all Membership meetings. In his absence, the Vice President shall preside, or in the absence of the Vice President, the Treasurer or Secretary shall preside, and the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as Chairman to preside over the meeting.

3.9 Minutes. Minutes of all meetings of the Members and the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their

authorized representatives and Board Members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board Meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or the Board of Directors designates a third person as a Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

3.11 Action by Members without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of the Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of Voting Interests to approve the action.

3.12 Use of Electronic Voting. To the extent that the Association wishes to provide for and allow Members to vote electronically, Members who have consented in writing to vote electronically shall be permitted to do so and the Association shall comply with Florida Statute Section 720.317 as amended from time to time.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents shall be exercised by the Board, subject to approval or consent of the Members only when such is expressly required by the Governing Documents or law.

4.1 Number and Terms of Service. The number of Directors which shall constitute a whole Board of Directors shall be seven (7). In order to provide continuity of service, directors terms have been staggered. Each newly elected Director is elected for and receives a term of two years on alternate years, three (3) or four (4) Director's seats are up for election. Any Director elected for two (2) consecutive two (2) year terms cannot run for election again unless and until a hiatus of at least eleven (11) months has expired between terms. Directors shall be elected in accordance with Chapter 720, Florida Statutes, these Bylaws and the election rules, if any, and process established and utilized by the Board of Directors. Not less than sixty (60) days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included

in another Association mailing or delivery including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of the election. Any eligible person who nominates himself to be a candidate may do so no later than forty (40) days prior to the annual meeting and may also submit a resume by such deadline on one side of an 8 and ½" x 11" sheet of paper. As Members have been given the opportunity to nominate themselves in advance and prior to the annual meeting where the election will take place, nominations from the floor shall not be accepted. Not less than fourteen (14) days prior to the annual meeting, the Association shall send a Second Notice of Annual Meeting to all Members, along with either an election ballot for the election of Directors, any timely submitted candidates' resumes, a proxy and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed alphabetically by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Voting Interests cast a ballot. The candidates who are elected shall take office upon the adjournment of the annual meeting. The use of secret balloting provided for in Section 720.306(8) of the Act, shall be followed. The Board may require all ballots to be received by the Association at some point prior to the annual meeting so that votes can be tallied prior to the annual meeting and the results announced at the annual meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In addition to the foregoing, to the extent that the Association wishes to provide for and allow Members to vote electronically, Members who have consented to vote electronically shall be permitted to do so as otherwise provided for by Florida Statute Section 720.317 (2021) as amended from time to time.

4.1.1 A Director's term ends at the adjournment of the second annual meeting following his election, unless he sooner resigns, is recalled, or becomes ineligible for Board membership due to no longer owning a Lot in the Community or becomes ineligible under these Bylaws or the Act.

4.2 Qualifications. Directors must be Members or spouses of Members of the Association. When a Lot is owned by a corporation, partnership, limited liability company or similar entity, any eligible voter, as described in Section 2.2 shall be eligible for Board service. No two (2) individuals from the same Lot shall be eligible to serve on the Board at the same time, unless they own more than one Lot, in which case eligibility is limited to one Director per Lot.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall of a majority of the Board by the Members, a majority of the remaining Directors or the sole remaining Director, though less than a quorum, may choose a successor to serve for the remainder of the unexpired term, or may choose to hold a special election to fill the vacancy, in which case the election procedures must

conform to the requirements in Section 4.1 hereof. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Director remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

4.4 Removal and Resignation of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written petition or at any meeting called for that purpose, in the manner required by the Act. A Director who ceases to be a Member of the Association, or an eligible representative, a Director who is more than ninety (90) days delinquent in the payment of any financial obligation to the Association, or a Director who is convicted of a felony in any state, shall become ineligible for Board service on the date of such disqualification, delinquency or conviction, and his seat shall be deemed vacated as of that date. Any Director may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given even if not effective until a later date.

4.5 Organizational Meeting. The annual organizational meeting of the new Board of Directors shall be held within ten (10) days after the annual meeting. The organizational meeting may be held immediately following the annual meeting, in which case the noticing of such meeting may be effectuated by the Board existing prior to the election.

4.6 Other Meetings. Meetings of the Board may be held at such time and place, as shall be determined from time to time, by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting.

4.7 Notice to Members. A meeting of the Board of Directors occurs whenever a quorum of the Board simultaneously gathers and (in person, by telephone or video conferencing, or in any combination thereof) to conduct Association business. All meetings of the Board of Directors shall be open to Members except for (a) meetings between the Board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) meeting regarding personnel matters; (c) such other meetings permitted to be closed by the Act. Notices of all meetings shall be posted conspicuously in the Community on Association property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting,

except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered must be mailed, delivered, or electronically transmitted to the members and parcel owners and posted conspicuously on the property or broadcast on closed-circuit cable television no less than fourteen (14) days before the meeting.

4.8 Participation. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda or is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of Section 720.303(2)(b) of the Act. Any Owner may tape record or videotape meetings of the Board and meetings of the Members, but may not post such recordings on any website or other media which can readily be viewed by persons who are not Members of the Association. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the Membership.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any Board meeting by a conference telephone call, videoconference or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a Board meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting for which a quorum is established shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. After a quorum has been established at a Board of Directors meeting, the subsequent withdrawal of any Directors, so as to reduce the number of Directors represented below the number required for a quorum, shall not affect the validity of any action taken by a majority of the Directors present at the meeting before or after such persons leave.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific date, time and place. No further notice needs to be given to Directors or Members.

4.13 Presiding Officer. The President, or in his absence, the Vice-President, or in his absences the Treasurer or Secretary shall be the presiding officer at all meetings of the Board of Directors. The Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as Chairman, but only if no Director is willing to chair the meeting.

4.14 Compensation of Directors and Officers. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement.

5. POWERS OF THE BOARD OF DIRECTORS. All of the powers of the Association existing under the laws of Florida generally, Florida Not for Profit Corporation Statute, the Act and the Governing Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors or employees, when said powers have been delegated by the Board, subject only to the approval by Members when such is specifically required. The powers of the Directors shall include, but not be limited to, the power:

5.1 To call meetings of the Members.

5.2 To appoint, remove, and fix compensation of all agents, employees, and contractors of the Association, prescribe their duties, and require of them such security bond or insurance as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member of the Association in any capacity.

5.3 To levy, charge and collect individual expense, assessments and charges against any Lot for expenses incurred by the Association in bringing a Lot into compliance.

5.4 To establish, levy and assess, and collect the assessments against Lots as necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors in accordance with the Articles of Incorporation and the Declaration.

5.5 To use the proceeds of assessments in the exercise of its powers and duties.

5.6 To maintain, repair, replace, operate and improve the Common Property, as provided in the Declaration.

5.7 To adopt and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Lots and Common Areas, including reasonable admission charges if deemed appropriate, and to adopt and amend rules, policies, guidelines and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

- 5.8** To reconstruct any Association Common property improvements after casualty and to further improve the Common Property.
- 5.9** To enforce by legal means the provisions of applicable laws and the Governing Documents, and to interpret said Governing Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary, or contrary to law.
- 5.10** To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
- 5.11** To carry insurance for the protection of the Members and the Association.
- 5.12** To pay the cost of all utility services rendered to the Common Area and not billed to Owners of individual Lots.
- 5.13** To employ personnel to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.
- 5.14** To bring and defend suits and other proceedings and exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.
- 5.15** To incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income or rights in accordance with the Articles of Incorporation and the Declaration.
- 5.16** To make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments by its Officers, purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declaration or the Articles of Incorporation, and grant or modify easements and licenses over the Association's Common Property necessary or desirable for proper operation of the Association.
- 5.17** Pursuant to Section 720.305 of the Act, impose fines not to exceed the maximum permissible by law against any Member or any Member's tenant, guest, or invitee for the failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Governing Document, and/or suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest or invitee, to use Common Areas and facilities for the failure of the Owner of the Lot or its occupant, licensee or invitee to comply with any provision of the Governing Documents.

5.17.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed one thousand dollars (\$1,000.00). Any fine of one thousand dollars (\$1,000.00) or greater not paid within thirty (30) days shall become a lien on the Lot of the Owner who owes the fine. Said lien may be foreclosed in the same manner as a lien for assessments as provided for in the Governing Documents.

5.17.2 A suspension shall be levied and enforceable for a reasonable amount of time, as determined by the Board of Directors, and subject to the approval of the independent committee specified in Section 5.16.3 hereof. This Section 5.16 does not apply to that portion of Common Areas used to provide access or utility services to the Lot. A suspension may not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including but not limited to, the right to park.

5.17.3 The Owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Owner), shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be effective when mailed by United States Mail to the address of the Owner listed in the official records of the Association, and as to tenants, to the mailing address for the Lot. Said notice shall include:

5.17.3.1 A statement of the date, time and place of the hearing;

5.17.3.2 A statement of the provisions of law or the Governing Documents which have allegedly been violated; and

5.17.3.3 A short and plain statement of the matters asserted by the Association.

5.17.4 The Owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a committee of at least three (3) Members appointed by the Board who are not Officers, Directors or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director or employee. If the Committee, by majority vote, does not approve the proposed fine and/or suspension, the fine and/or suspension may not be levied.

5.17.5 Should the Association be required to initiate legal proceedings to collect a duly levied fine, or enforce a duly imposed suspension, the prevailing party shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines levied against and/or suspension imposed upon the Member's tenants, guests or invitees.

5.18 Pursuant to Section 720.305 of the Act, suspend the voting rights of a Member and/or suspend the right of a Member, or the Member's tenants, guests or invitees, to use Common Areas and facilities for the nonpayment of any monetary obligation due to the Association that is delinquent in excess of ninety (90) days. All suspensions imposed pursuant to this Section 5.17 must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Owner and, if applicable, the Lot's occupants, licensees, or invitees by mail or hand delivery. This Section 5.17 does not apply to that portion of the Common Areas used to provide access or utility services to the Lot. A suspension may not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

5.19 To exercise emergency powers. In the event of an "emergency" as defined in Section 5.18.7 below, the Board of Directors may exercise the following emergency powers, and any other emergency powers authorized by Section 617.0207, Florida Statutes, as may be amended from time to time.

5.19.1 The Board may name assistant officers, which assistant officers shall have the same authority as the executive officers of whom they are assisting during the period of the emergency, to accommodate the incapacity of any officer of the Association.

5.19.2 The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

5.19.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.

5.19.4 Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

5.19.5 Any Officer, Director or employee of the Association acting with a

reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

5.19.6 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

5.19.7 For purposes of this Section, an "emergency" exists only while the Community, or the immediate geographic area in which the Community is located, is subjected to:

5.19.7.1 a state of emergency declared by law enforcement authorities;

5.19.7.2 a hurricane warning;

5.19.7.3 a partial or complete evacuation order;

5.19.7.4 designated by federal or state government as a "disaster area;"
or

5.19.7.5 a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tropical storm, tornado, war, civil unrest, or acts of terrorism.

6. OFFICERS.

6.1 Officers and Elections. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom must be Directors. All Officers shall be appointed annually by the Board of Directors. Any Officer may be removed, with or without cause, by vote of a majority of the Directors present at any properly noticed Board meeting. Any person may hold two (2) or more offices as long as he qualifies for both offices; except the President and Secretary may not be the same person. The Board may, from time to time, appoint such other Officers, including assistant officers, and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. Assistant officers need not be Directors or Members and cannot vote on Association matters.

6.2 President. The President shall be the chief executive Officer of the Association. He shall preside at all meetings of the Members and Directors and shall be ex-officio a member of all standing committees. He shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.3 Vice President. The Vice President shall, in the absence or disability of the

President, perform the duties and exercise the powers of the President; and he shall perform such other duties as the Board of Directors shall assign.

6.4 Secretary. The Secretary shall attend or provide for proper documentation of all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of Association and, when authorized by the Board, affix the same to any instrument requiring it. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or the Association's attorney, manager or management company.

6.5 Treasurer. The Treasurer shall be responsible for Association funds, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, and shall render to the Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's accountant, manager or management company.

6.6 Resignation of Officer. Any Officer may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

7. COMMITTEES. The Board may appoint from time to time such standing or temporary committees as the Board deems necessary and convenient for the efficient and effective operation of the Association. In addition, all committee members shall serve at the pleasure of the Board and may be appointed or recalled or replaced at any time by the Board. Any such Committee shall have the powers and duties assigned to it in the resolution or motion creating the Committee. Where required by the Act, Committee meetings shall be open to attendance by any Member, and notice of those Committee meetings shall be posted in the same manner as required in Section 4.7 above. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors. Notwithstanding the foregoing, the Architectural Control Review Committee shall be selected and conduct its affairs as set forth in this Section 7, which may be supplemented by Board resolution without the need for amending these Bylaws.

7.1 Architectural Review Committee. The Architectural Review Committee

("ARC") provided for in Article 5 of the Amended and Restated Declaration, and as may later be amended, shall be selected and conduct its affairs as provided in this Section 7.1.

7.1.1 Members; Qualification. The ARC shall be comprised of at least three (3) persons, who may also be Directors of the Association. Whenever possible and practical, one of the Committee Members should be an architect, general contractor or other person with professional expertise in building, landscaping or architectural design.

7.1.2 Selection; Terms. The members of the ARC shall be appointed by the Board. Members of the ARC may be removed by a majority vote of the Directors present at any duly noticed meeting of the Board.

7.1.3 Compensation. Members of the ARC may be reimbursed for their out-of-pocket expenses.

7.1.4 Meetings. The ARC shall, if necessary, meet at least once during each quarter, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings unless otherwise permitted by law. Special meetings may be called as needed by the Chairman.

7.1.5 Procedures; Voting. A majority of the members of the ARC present in person (or by telephonic/video conference participation) at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire quorum of the Committee. Where a question involves proposed changes to a Lot owned by a member of the ARC, that Member shall be disqualified from participation in the proceedings. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any Owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least seven (7) years.

8. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

8.1 Depository. The depository of the Association in which the funds of the Association shall be deposited shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance backed by the full faith and credit of the United States of America. Deposits shall be limited to limits of FDIC or federal insurance at any institution. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes and shall not exceed limits of applicable investments. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

8.2 Budget. The Treasurer or his designee, shall prepare and the Members shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. The budget shall be adopted by at least a majority of those Members present, in person or by proxy, and voting at a duly called meeting of the Association at which a quorum has been attained. The Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the current year shall be shown. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that, once the amended budget is adopted by the Board of Directors, the Association shall provide to each Member a copy of the amended budget or a written notice that a copy of the amended budget is available upon request at no charge to the Member.

8.3 Reserves. The Board may establish in the budget one (1) or more restricted reserve accounts for capital expenditures, deferred maintenance and contingencies. Board adopted reserve funds may be spent for any purpose approved by the Board except in cases where the use of reserves are restricted by the Act. The annual amounts proposed to be reserved shall be shown in the annual budget.

8.4 Contingency Funds. In addition to the reserves provided in Section 8.3 above, or in place of them, the Board may establish one or more "contingency funds" for contingencies and operating expenses for the Association. The purpose of these contingency funds is to provide financial stability and to minimize the need for Special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget.

8.5 Assessments. Regular annual assessments based on the adopted budget shall be paid annually, as determined by the Board with the prior approval of at least a majority of those members present, in person or by proxy, and voting at a duly called meeting of the membership at which a quorum has been attained. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted by October 30th of the current Fiscal year, it shall be presumed that the amount of the Annual Assessment will remain the same as the last installment and shall be continued at such rate until a new budget is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each Lot's balance due.

8.6 Special Assessments. Special Assessments may be imposed when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments may be adopted by the Board with the prior approval of at least a majority of those members present, in person or by proxy, at a duly called meeting of the membership at which a quorum has been attained. Special Assessments are due on the day specified in

the resolution or materials approving such Special Assessments. Except in an emergency, a Special Assessment may not be levied unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that a Special Assessment will be considered at the meeting and the nature of the proposed Special Assessment. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting, except in the case of an emergency.

8.7 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary, Vice President, and Treasurer. The insurance policy or fidelity bond must cover the maximum funds that will be in custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association or otherwise having the authority to control or disburse Association funds shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

8.8 Financial Reporting. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to prepare a financial report as prescribed in Section 720.303 of the Act, unless waived as provided by law. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

8.9 Fiscal Year. The fiscal year shall be from October 1st to September 30th, unless modified by the Board of Directors.

8.10 Application of Payments. All payments made to the Association on account by an Owner shall be applied as specified in the Act.

9. RULES AND REGULATIONS (INCLUDING POLICY AND PROCEDURES); USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend Rules and Regulations which by definition includes the "Policy and Procedures" which have been adopted by the Board and for which the Board has the authority to amend or repeal from time to time governing the Community subject to any limits contained in the Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use, transfer, maintenance and/or appearance of Lots may be adopted, amended, or revoked must be mailed, delivered or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to the Rules and Regulations that regulate the use of Lots must include a statement that changes to the Rules and

Regulations regarding the use of Lots will be considered at the meeting. Any Rules and Regulations created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Owners and, unless otherwise permitted by law, uniformly applied and enforced.

10. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the members present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present. Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for the Association Membership vote.

10.3 Effective Date. An amendment when adopted shall become effective after being recorded in the Charlotte County Public Records according to law.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the Membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors or Committee Members as permitted by Florida law. In the event of a settlement, the right

to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

11.2 Defense. To the extent that a Director, Officer or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Section 11, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Section 11.

11.4 Miscellaneous. The indemnification provided by this Section 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee or agent of the Association, or a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Section.

12. MISCELLANEOUS.

12.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

12.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

12.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws, the Declaration or the Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of these Bylaws, and the provisions of the Declaration or the Articles.

EXHIBIT E

LISTING OF MULTI-FAMILY LOTS WITHIN BURNT STORE LAKES WITH DATES DEVELOPER SOLD THE LOT TO AS A WAY TO DETERMINE IF THE LOT IS SUBJECT TO THE SEPTEMBER 6, 1984 AMENDMENT THAT CHANGED THE METHOD FOR DETERMINING THE ANNUAL ASSESSMENT RATE

BLOCK/LOT	DATE DEVELOPER SOLD LOT	SOLD BEFORE OR AFTER AMENDMENT DATED 9/6/1984?	DEVELOPMENT ON THE LOT AS OF 4/1/2021	TOTAL # OF ASSESSMENTS TO BE CHARGED
83101	1/2/1985	AFTER	Single Family Home	1
83102	1/2/1985	AFTER	Single Family Home	1
83103	10/19/1985	AFTER	Undeveloped	1 assessment until developed
83104	6/5/1981	BEFORE	Undeveloped	1
83105	10/18/1985	AFTER	Undeveloped	1 assessment until developed
83106	5/16/1984	BEFORE	Undeveloped	1
83107	8/15/1985	AFTER	Undeveloped	1 assessment until developed
83108	3/1/1979	BEFORE	Undeveloped	1
83109	4/13/1984	BEFORE	Undeveloped	1
83110	10/19/1985	AFTER	Undeveloped	1 assessment until developed
83111	10/19/1985	AFTER	Undeveloped	1 assessment until developed
83112	10/19/1985	AFTER	Undeveloped	1 assessment until developed
83113	10/19/1985	AFTER	Undeveloped	1 assessment until developed
83114	8/1/1984	BEFORE	Undeveloped	1
83115	6/27/1984	BEFORE	Single Family Home	1
83116	6/27/1988	AFTER	Single Family Home	1
83117	2/18/1981	BEFORE	Combined with 83118	1
83118	7/6/1984	BEFORE	Single Family Home	1
83119	6/10/1986	AFTER	Combined with 83118	1
83120	10/19/1985	AFTER	Undeveloped	1 assessment until developed
83121	7/1/1984	BEFORE	Undeveloped	1
83122	7/1/1984	BEFORE	Undeveloped	1
83123	11/10/1980	BEFORE	Single Family Home	1
83124	3/9/1984	BEFORE	Undeveloped	1
83125	7/17/1991	AFTER	Undeveloped	1 assessment until developed
83126	5/2/1986	AFTER	Undeveloped	1 assessment until developed
83127	12/28/1983	BEFORE	Undeveloped	1
83128	12/20/1983	BEFORE	Undeveloped	1
83701	9/16/1983	BEFORE	Undeveloped	1
83702	12/8/1982	BEFORE	Undeveloped	1
83703	9/22/1983	BEFORE	Undeveloped	1
83715	10/23/1985	AFTER	Undeveloped	1 assessment until developed
83716	9/25/1985	AFTER	Undeveloped	1 assessment until developed
83717	4/8/1986	AFTER	Undeveloped	1 assessment until developed
83718	3/9/1984	BEFORE	Single Family Home	1
83719	10/19/1985	AFTER	Single Family Home	1
83720	12/8/1983	BEFORE	Undeveloped	1
83721	6/25/1984	BEFORE	Undeveloped	1
83722	6/25/1984	BEFORE	Undeveloped	1
83901	9/29/1983	BEFORE	Undeveloped	1
83902	9/29/1983	BEFORE	Undeveloped	1
83903	9/29/1983	BEFORE	Undeveloped	1

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BLOCK/LOT	DATE DEVELOPER SOLD LOT	SOLD BEFORE OR AFTER AMENDMENT DATED 9/6/1984?	DEVELOPMENT ON THE LOT AS OF 4/1/2021	TOTAL # OF ASSESSMENTS TO BE CHARGED
83904	9/30/1983	BEFORE	Undeveloped	1
83905	11/27/1984	AFTER	Undeveloped	1 assessment until developed
83906	8/23/1984	BEFORE	Undeveloped	1
83907	8/23/1984	BEFORE	Undeveloped	1
83908	8/23/1984	BEFORE	Undeveloped	1
83909	7/24/1992	AFTER	Undeveloped	1 assessment until developed
83910	10/19/1985	AFTER	Lake Costa Gardens Condos	6
84010	10/19/1985	AFTER	Undeveloped	1 assessment until developed
85701	7/13/1981	BEFORE	Undeveloped	1
85702	7/13/1981	BEFORE	Undeveloped	1
85703	6/22/1981	BEFORE	Undeveloped	1
85704	7/24/1992	AFTER	Undeveloped	1 assessment until developed
85705	10/19/1985	AFTER	Undeveloped	1 assessment until developed
85706	5/15/1984	BEFORE	Undeveloped	1
85707	5/15/1984	BEFORE	Undeveloped	1
85708	6/26/1984	BEFORE	Undeveloped	1
85709	7/24/1992	AFTER	Undeveloped	1 assessment until developed
85710	12/22/1983	BEFORE	Undeveloped	1
85901	10/23/1985	AFTER	Undeveloped	1 assessment until developed
85902	10/23/1985	AFTER	Undeveloped	1 assessment until developed
85903	10/19/1985	AFTER	Undeveloped	1 assessment until developed
85904	7/24/1992	AFTER	Single Family Home	1
85905	10/19/1985	AFTER	Undeveloped	1 assessment until developed
85906	10/19/1985	AFTER	Undeveloped	1 assessment until developed
86301	10/23/1985	AFTER	Undeveloped	1 assessment until developed
86302	7/24/1992	AFTER	Undeveloped	1 assessment until developed
86303	10/31/1977	BEFORE	Undeveloped	1
86304	10/19/1985	AFTER	Undeveloped	1 assessment until developed
86305	9/13/1983	BEFORE	Undeveloped	1
86306	9/13/1983	BEFORE	Undeveloped	1
86307	7/24/1992	AFTER	Undeveloped	1 assessment until developed
86308	7/24/1992	AFTER	Undeveloped	1 assessment until developed
86309	10/19/1985	AFTER	Undeveloped	1 assessment until developed
86310	2/25/1983	BEFORE	Undeveloped	1
86311	9/5/1985	AFTER	Undeveloped	1 assessment until developed
86312	4/24/1984	BEFORE	Undeveloped	1
86313	9/12/1983	BEFORE	Undeveloped	1
86314	3/14/1984	BEFORE	Undeveloped	1
86315	4/20/1984	BEFORE	Undeveloped	1
86316	11/15/1983	BEFORE	Undeveloped	1
86317	3/19/1984	BEFORE	Undeveloped	1
86318	7/26/1983	BEFORE	Single Family Home	1

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BLOCK/LOT	DATE DEVELOPER SOLD LOT	SOLD BEFORE OR AFTER AMENDMENT DATED 9/6/1984?	DEVELOPMENT ON THE LOT AS OF 4/1/2021	TOTAL # OF ASSESSMENTS TO BE CHARGED
86319	4/22/1993	AFTER	Undeveloped	1 assessment until developed
86320	10/19/1985	AFTER	Undeveloped	1 assessment until developed
86321	5/1/1989	AFTER	Undeveloped	1 assessment until developed
88301	5/26/1983	BEFORE	Undeveloped	1
88302	10/19/1985	AFTER	Undeveloped	1 assessment until developed
88303	10/19/1995	AFTER	Undeveloped	1 assessment until developed
88304	3/8/1984	BEFORE	Undeveloped	1
88305	7/24/1992	AFTER	Single Family Home	1
88306	2/7/1983	BEFORE	Undeveloped	1
88307	2/7/1983	BEFORE	Undeveloped	1
88308	6/23/1983	BEFORE	Undeveloped	1
88309	6/23/1983	BEFORE	Undeveloped	1
88310	4/2/1984	BEFORE	Undeveloped	1
88311	6/25/1984	BEFORE	Undeveloped	1
88312	8/9/1993	AFTER	Undeveloped	1 assessment until developed
88313	11/5/1993	AFTER	Undeveloped	1 assessment until developed
88314	8/12/1983	BEFORE	Undeveloped	1
88315	9/3/1981	BEFORE	Undeveloped	1
88316	8/10/1981	BEFORE	Undeveloped	1
88317	7/24/1992	AFTER	Undeveloped	1 assessment until developed
88318	6/24/1983	BEFORE	Undeveloped	1
88319	11/9/1983	BEFORE	Undeveloped	1
88320	7/6/1981	BEFORE	Undeveloped	1
88321	3/10/1988	AFTER	Single Family Home	1 assessment until developed
88322	7/18/1983	BEFORE	Undeveloped	1
88323	7/18/1983	BEFORE	Undeveloped	1
88324	6/10/1983	BEFORE	Undeveloped	1
88325	5/12/1983	BEFORE	Undeveloped	1
88326	6/13/1978	BEFORE	Undeveloped	1
88327	11/12/1982	BEFORE	Undeveloped	1
88501	8/1/1978	BEFORE	Undeveloped	1
88509	5/1/1979	BEFORE	Undeveloped	1
88510	10/19/1985	AFTER	Undeveloped	1 assessment until developed
88511	1/15/1985	AFTER	Undeveloped	1 assessment until developed
88512	5/27/1986	AFTER	Acapulco Place Condos	6
88513	6/21/1983	BEFORE	Acapulco Place Condos	1
88625	10/25/1983	BEFORE	Undeveloped	1
88626	3/1/1979	BEFORE	Undeveloped	1
88627	8/1/1978	BEFORE	Undeveloped	1
88628	8/1/1978	BEFORE	Undeveloped	1
88701	2/7/1983	BEFORE	Undeveloped	1
88709	8/1/1978	BEFORE	Undeveloped	1

LISTING OF MULTI-FAMILY LOTS WITHIN BURNT STORE LAKES WITH DATES DEVELOPER SOLD THE LOT TO AS A WAY TO DETERMINE IF THE LOT IS SUBJECT TO THE SEPTEMBER 6, 1984 AMENDMENT THAT CHANGED THE METHOD FOR DETERMINING THE ANNUAL ASSESSMENT RATE

BLOCK/LOT	DATE DEVELOPER SOLD LOT	SOLD BEFORE OR AFTER AMENDMENT DATED 9/6/1984?	DEVELOPMENT ON THE LOT AS OF 4/1/2021	TOTAL # OF ASSESSMENTS TO BE CHARGED
88710	5/11/1984	BEFORE	Acapulco Club Condos	1
88711	6/10/1983	BEFORE	Acapulco Club Condos	1
88712	6/4/1984	BEFORE	Acapulco Club Condos	1
91501	3/10/1978	BEFORE	Undeveloped	1
91502	1/3/1984	BEFORE	Undeveloped	1
91503	6/24/1983	BEFORE	Undeveloped	1
91504	10/7/1984	BEFORE	Undeveloped	1
91505	1/28/1983	BEFORE	Undeveloped	1
91506	7/24/1992	AFTER	Undeveloped	1 assessment until developed
91507	7/24/1992	AFTER	Undeveloped	1 assessment until developed
91508	7/24/1992	AFTER	Undeveloped	1 assessment until developed
91509	3/17/1982	BEFORE	Undeveloped	1
91510	9/16/1983	BEFORE	Undeveloped	1
91511	6/23/1983	BEFORE	Undeveloped	1
91512	5/5/1983	BEFORE	Undeveloped	1
91513	2/23/1983	BEFORE	Undeveloped	1
91514	7/24/1992	AFTER	Unbuildable lot	Unbuildable lot
91515	7/24/1992	AFTER	Unbuildable lot	Unbuildable lot
91601	10/19/1984	AFTER	Undeveloped	1
91602	7/11/1985	AFTER	Acapulco Lakes Condos	6
91603	2/4/1983	BEFORE	Acapulco Lakes Condos	1
91604	3/12/1979	BEFORE	Acapulco Lakes Condos	1
91605	10/19/1985	AFTER	Acapulco Lakes Condos	6
91606	4/6/1984	BEFORE	Acapulco Lakes Condos	1
91607	5/10/1993	AFTER	Undeveloped	1
93801	7/24/1992	AFTER	Unbuildable lot	Unbuildable lot
93802	7/24/1992	AFTER	Unbuildable lot	Unbuildable lot
93803	9/23/1982	BEFORE	Undeveloped	1
93804	12/20/1983	BEFORE	Undeveloped	1
93805	10/17/1984	AFTER	Single Family Home	1
93806	3/1/1995	AFTER	Single Family Home	1
93807	11/10/1981	BEFORE	Undeveloped	1
93808	3/6/1984	BEFORE	Undeveloped	1
93809	10/19/1984	AFTER	Single Family Home	1
93810	8/25/1982	BEFORE	Single Family Home	1
93811	8/19/1982	BEFORE	Villa Tuscany Condos	1
93812	8/19/1982	BEFORE	Villa Tuscany Condos	1
93813	12/15/1982	BEFORE	Undeveloped	1
93814	10/21/1982	BEFORE	Undeveloped	1
93815	11/4/1982	BEFORE	Undeveloped	1
93816	2/7/1983	BEFORE	Undeveloped	1
93901	7/24/1992	AFTER	Undeveloped	1 assessment until developed

LISTING OF MULTI-FAMILY LOTS WITHIN BURNT STORE LAKES WITH DATES DEVELOPER SOLD THE LOT TO AS A WAY TO
DETERMINE IF THE LOT IS SUBJECT TO THE SEPTEMBER 6, 1984 AMENDMENT THAT CHANGED THE METHOD FOR
DETERMINING THE ANNUAL ASSESSMENT RATE

BLOCK/LOT	DATE DEVELOPER SOLD LOT	SOLD BEFORE OR AFTER AMENDMENT DATED 9/6/1984?	DEVELOPMENT ON THE LOT AS OF 4/1/2021	TOTAL # OF ASSESSMENTS TO BE CHARGED
93902	1/28/1981	BEFORE	Boca Vista Condos	1
93903	8/24/1983	BEFORE	Boca Vista Condos	1
93904	6/22/1993	AFTER	Undeveloped	1 assessment until developed
93905	7/24/1992	AFTER	Unbuildable lot	Unbuildable lot
93906	7/24/1992	AFTER	Unbuildable lot	Unbuildable lot
93907	7/24/1992	AFTER	Unbuildable lot	Unbuildable lot
93908	7/24/1992	AFTER	Unbuildable lot	Unbuildable lot
93909	11/4/1982	BEFORE	Undeveloped	1
93910	2/18/1983	BEFORE	Undeveloped	1
93911	4/19/1976	BEFORE	Undeveloped	1
94101	1/2/1997	AFTER	Undeveloped	1 assessment until developed
94102	10/24/1983	BEFORE	Undeveloped	1
94103	6/13/1983	BEFORE	Undeveloped	1
94104	3/27/1998	AFTER	Undeveloped	1 assessment until developed
94105	12/6/1982	BEFORE	Undeveloped	1
94106	8/19/1985	AFTER	Undeveloped	1 assessment until developed
94107	6/7/1984	BEFORE	Undeveloped	1
94108	2/8/1983	BEFORE	Undeveloped	1
94109	2/8/1983	BEFORE	Undeveloped	1
TRACT A	3/31/1995	AFTER	Sunset Palms Condos	5
TRACT B	3/31/1995	AFTER	Sunset Palms Condos	5