

SECTION 20 PROPERTY OWNER'S ASSOCIATION, INC.
NOTICE PURSUANT TO FLORIDA STATUTE §712.05
PRESERVING RESTRICTIVE COVENANTS

SECTION 20 PROPERTY OWNER'S ASSOCIATION, INC., 2000 Rio De Janiero Avenue, Suite 5, Punta Gorda, Florida 33983, hereby gives notice of its desire to preserve the Declaration of Restrictions recorded November 4, 1971 in Official Record Book 373, Page 109, Public Records of Charlotte County, Florida. A copy of said Declaration of Restrictions is attached hereto as Exhibit "A".

The following is a full and complete description of all land affected by the restrictions:

BLOCKS 516 THROUGH 628 INCLUSIVE, PUNTA GORDA ISLES, SECTION 20, and the Pedestrian Walkways, Parkways, private easements, private walkways, and private park areas designated as "A" according to the Plat thereof as found in Plat Book 11, Pages 2-A through 2-Z-42 of the Public Records of Charlotte County, Florida.

Section 20 Property Owner's Association, Inc., a Florida corporation, is the corporate property owner's association formed pursuant to the aforesaid restrictions.

The recording of this Notice was approved by a majority vote at a meeting of the membership where a quorum was present.

Dated this 1st day of November, 2001.

SECTION 20 PROPERTY OWNER'S
ASSOCIATION, INC.

By: Verna Towne
VERNA TOWNE, President

Sharon M. Poole
First Witness

Marianne Celaya
Second Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 1st day of November, 2001, by Verna Towne, President of Section 20 Property Owner's Association, Inc., a corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

Barbara S. Whidden
Notary Public - State of Florida

Name Typed, Barbara S. Whidden
OFFICIAL NOTARY SEAL
BARBARA S. WHIDDEN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION NO. CC706608
MY COMMISSION EXP. JAN. 27, 2002

Serial Number, if any

IMAGED
KB

FILE 858323 OR BOOK 1959 PAGE 1263 RECORDED 11/02/01 @ 11:19 AM
CHARLOTTE COUNTY, BARBARA T. SCOTT, CLERK FEES \$51.00

#23
Return to Farr Law Firm
DAROL CHARR-CE
FARR LAW FIRM
99 NESBIT STREET
PUNTA GORDA, FL
33950

DECLARATION OF RESTRICTIONS

SECTION 20

WHEREAS, SECTION 20 PROPERTY OWNER'S ASSOCIATION, INC., hereinafter called the Grantor, a Corporation under the laws of Florida is the owner in fee simple of the following subdivision situated in Charlotte County, Florida, to-wit:

BLOCKS 516 THROUGH 628 INCLUSIVE, PUNTA GORDA ISLES, SECTION 20, and the Pedestrian Walkways, Parkways, private easements, private walkways, and private park areas designated as "A" according to the Plat thereof as found in Plat Book 11, Pages 2-A through 2-Z-42 of the Public Records of Charlotte County, Florida.

AND it is the desire of said Corporation that uniform restrictive covenants and restrictions upon the use and type of building and development of the above described land to be set forth herewith:

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

1. RESIDENTIAL USE, SINGLE FAMILY

The lot(s) aforementioned in Punta Gorda Isles, Section 20 including all lots enlarged or recreated by shifting or relocation of side boundary lines, are restricted to the use of a single family, their household servants and guests. Only one building shall be erected to the lot and only buildings restricted to the use of one family may be erected. A construction shed may be placed on the lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable buildings or trailers may be moved on the lot.

2. NO TRADE, BUSINESS, PROFESSION, ETC.

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

3. LAWNS AND LANDSCAPING

All lawns on all sides of the buildings on the above mentioned land shall extend to the pavement line. No parking strips, drives or paved areas are to be allowed except as approved on the plot plan of the plans and specifications. Upon the completion of the building(s) on the above mentioned land the lawn area on all sides of the building(s) shall be completely sodded with grass and a sprinkler system capable of keeping this grass watered shall be installed, it being the intent that the lawn area shall be uniformly green, luxuriant and well kept.

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

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

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

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

approved by the Grantor. The Grantor may, at his discretion, bond the construction in lieu of the above-said bonding company.

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

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

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

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

5. SET BACK AND MINIMUM SQUARE FOOT AREA

All buildings erected or constructed on the aforementioned lot(s) shall conform in area and setback limitations to the following table, no building with less than 1200 square feet of living area shall be erected on any lot without the express written consent of the Grantor.

SET BACK REQUIREMENTS

Front	Back	Sides
25 Feet	15 Feet	7 ½ feet

6. METHOD OF DETERMINING SQUARE FOOT AREA

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, car ports, roofed screen porches and the like, shall not be taken into account in calculating the minimum square foot area as required by this restrictive covenant.

7. LOT AREA AND WIDTH AND SPECIAL CASES

No dwelling shall be erected or placed on any parcel having a width of less than 75 feet at the minimum building front setback line nor less than 7200 square feet, except that a dwelling may be erected or placed on any lot as shown on the recorded plat.

Setback lines 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 Grantor at the time plans for building are submitted and a copy of such plans, including the plat plan, will be kept on file by the Grantor to establish the setback lines as approved.

8. LOCATION OF GARAGES AND PARKING

No garage or carport shall be erected which is separated from the main building. No trailers or trucks of any kind nor any boats, boat trailers, campers, mobile homes or the like shall be parked overnight on or adjacent to the above-mentioned land without the express written consent of the Grantor.

9. ANIMALS, ETC.

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

10. DRILLING OIL, ETC.

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

11. NUISANCES

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

12. GARBAGE CONTAINERS

All garbage or trash containers, oil tanks or bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties.

13. CLOTHES DRYING AREA

No outdoor clothes drying shall be allowed except on the side yard of the lot and in that case shall be shielded from view through the use of shrubbery.

14. SIGNS AND DISPLAYS

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

15. EASEMENTS

There are hereby expressly reserved unto the Grantor easements of six feet (6') in width along the side lot lines of the above-mentioned lots and ten feet (10') along the 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 Grantor may not have the obligation to install. Where more than one of the above-described lots are intended by the Grantor 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 cases be abandoned on the interior lot lines. The Grantor may abandon any of these easements at any time in the future by recording an appropriate instrument.

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

16. MAINTENANCE

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

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

17. NO TEMPORARY BUILDING

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

18. WAIVER OF RESTRICTIONS

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

19. SEWERS

Septic tanks may be installed on the afore-described property subject to governmental ordinance, statutes, and rules and regulations.

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

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

20. RIGHT OF GRANTOR

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

any additional improvements which the Grantor has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications or any other improvements. In this respect, the Grantor agrees to restore said property to its condition at the time of said entry and shall have no further obligation to the applicant, purchaser, optionee, lessee or grantee in connection therewith. The work performed under the above provision shall in no way constitute a lien or personal liability on the applicant, purchaser, optionee, lessee, or grantee, whichever the case may be.

21. COMMON PROPERTY

Adjacent to the rear and, in some cases, the side lot lines of the afore-described lots are areas on the record plat which are Pedestrian Walkways, parkways, private easements, private walkways, and private park areas, 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 afore-described lots shall have an equal undivided interest in all of the Pedestrian Walkways, Parkways, private easements, private walkways, and private park areas as labeled 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 Grantor 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 afore-stated Common Property subject to the provisions of this Declaration subject, however, to Grantor's rights contained later in this paragraph dealing with Common Property. All owners of lots shall have as an appurtenance to their lot a perpetual easement for ingress and egress from their lots over and through the Common Property, in common with all persons owning an interest in any lot in the afore-stated plat.

It is the intent of the Grantor 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 Grantor and subject to the following restrictions:

a. 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, horses and golf carts approved by the Grantor or the association subsequently formed to undertake maintenance of the Common Property, and such other means of transportation as may be approved by Grantor or the said association.

b. 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 building, benches, barbecue pits or structures

of any type.

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

d. 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.

Anything to the contrary afore-stated notwithstanding, the Grantor 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, stables, and other structures deemed by the Grantor, its successor, or assigns to be desirable; landscaping or to 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.

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 Grantor shall undertake to maintain the Common Property. The actual cost shall be divided equally among each of the afore-mentioned lots and a lien shall arise and is hereby created in favor of the Grantor 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 Grantor. This lien shall be enforceable by law or in equity according to the provision of Florida law by the Grantor and the cost of collecting such lien, including attorneys fees, shall be paid for by the purchaser. Notwithstanding anything aforesaid, the Grantor warrants the above stated charge for maintenance of the Common Property will not exceed \$50.00 per lot per year for a ten-year period. Thereafter Grantor shall form a non profit corporation under the laws of the State of Florida, whose duty will be to undertake the maintenance of the Common Property and shall at that time assume the rights reserved unto the Grantor stated in this paragraph, it being understood and agreed that ownership of each lot shall represent one membership in said association except however, Grantor reserves the right to establish reasonable standards to be followed by the association in the maintenance of the property. The applicant, purchaser, optionee, lessee or grantee, whichever the case may be, shall subscribe to and join said association and become a member thereof immediately upon obtaining an interest in the aforesaid lands. If such an association is not formed for any reason, then Grantor his successors or assigns shall have the right to continue to perform the maintenance on Common Property and shall assess the owners for the costs herein provided. However, this provision shall not be construed as imposing an obligation or duty upon the Grantor for such maintenance after the ten-year period described above has passed.

22. PROHIBITION AGAINST DIGGING WATER WELLS

On all aforementioned lots and on all Common Property the digging or drilling of water wells except by the Grantor is hereby prohibited on the aforementioned property, except upon

the written approval of Grantor and proper governmental authority.

23. WALLS

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

24. REMEDIES FOR VIOLATIONS

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

25. ADDITIONAL RESTRICTIONS AND AMENDMENTS

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

26. INVALIDITY CLAUSE

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

IN WITNESS WHEREOF SECTION 20 PROPERTY OWNER'S ASSOCIATION, INC. has caused these presents to be signed in its name by its President, Verna Towne, and its corporate seal affixed, attested by its Secretary this 31st day of October, 2001.

SECTION 20 PROPERTY OWNER'S
ASSOCIATION, INC.

By: *Verna Towne*
VERNA TOWNE, President

ATTEST: *Clive Thompson*
CLIVE THOMPSON, Secretary

Signed, sealed and delivered in the presence of:

Lee Dunn V.P., Witness

Mike Celaya, Witness

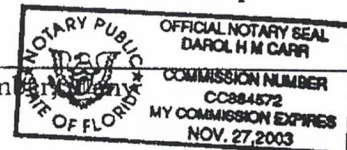
STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 31 day of OCTOBER, 2001, by Verna Towne, President of Section 20 Property Owner's Association, Inc., a corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

Darol H. M. Carr
Notary Public - State of Florida
DAROL H. M. CARR
Name Typed, Printed or Stamped

This Instrument Prepared By:
DAROL H. M. CARR, ESQUIRE
FARR, FARR, EMERICH, SIFRIT,
HACKETT AND CARR, P.A.
Attorneys At Law
P.O. Drawer 511447
Punta Gorda, Florida 33951

Serial Number



*P.M. Inc
1625 W Marion Ave, Suite 1
Punta Gorda, FL 33950* ★

ASSIGNMENT OF RIGHTS TO ENFORCE
RESTRICTIVE COVENANTS

THIS ASSIGNMENT, made this 12th day of October, 1992, by and between PGI INCORPORATED, a Florida corporation, formerly known as PUNTA GORDA ISLES, INC., whose mailing address is 1625 West Marion Avenue, Punta Gorda, Florida 33950 ("Assignor") and SECTION 20 PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit, whose mailing address is P.O. Box 512123, Punta Gorda, Florida 33951-2123 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the developer of that certain subdivision known as Punta Gorda Isles, Section 20, according to the plat thereof as recorded in Plat Book 11, Pages 2-A through 2-Z-42, inclusive, of the Public Records of Charlotte County, Florida, and commonly known as Section 20 ("Subdivision"); and

WHEREAS, as part of the general scheme of development of the Subdivision, Assignor recorded a certain Declaration of Restrictions in Official Records Book 373, Page 109, of the Public Records of Charlotte County, Florida, which affect the Subdivision (collectively, "Single Family Restrictions"); and

WHEREAS, Assignor desires to transfer and assign over to Assignee and Assignee desires to accept all rights and duties of Assignor under the Restrictions (collectively "Rights").

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does by these presents hereby transfer and assign over to Assignee and Assignee hereby accepts the Rights, and, in that connection, and as a material inducement to Assignor making this Assignment, Assignee hereby covenants and agrees to perform any and all of the obligations and duties of Assignor which arise under the Restrictions.

Assignee hereby covenants and agrees to indemnify and hold Assignor harmless from any and all claims, demands, judgments, expenses (including, all costs and attorneys' fees) and any liability that might arise or be suffered by Assignor as a result of Assignee's exercise of, or failure to exercise, any of the Rights or of Assignee's performance, or failure to perform, any of the obligations and duties which relate and/or pertain to the Rights conferred hereunder or as a result of any other action or inaction taken by Assignee under or pursuant to this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their name by their authorized officers and have caused their corporate seals to be affixed the date and year first above written.

Barbara T. Scott, Clerk of the Circuit Court - Charlotte County
File Number: 197986 OR BOOK 1246 PAGE 1988
Recorded: 11-16-92 02:10 P.M.
Recording \$ 10.50
Record Verified: MARISOL CASTRO, D.C.

ASSIGNOR

PGI INCORPORATED, a Florida corporation, formerly known as Punta Gorda Isles, Inc.

Paula F. McQueen By: Paula F. McQueen
 1st Witness Betty H. Williams PAULA F. McQUEEN, President
 Print Name
Jane A. Nolan
 2nd Witness JANE A. NOLAN
 Print Name

(SEAL)

ASSIGNEE

SECTION 20 PROPERTY OWNER'S ASSOCIATION, INC.
 a Florida not-for-profit corporation

Kenneth J. Rice By: Kenneth J. Rice
 1st Witness Betty H. Williams KENNETH J. RICE, President
 Print Name
Jane A. Nolan
 2nd Witness JANE A. NOLAN
 Print Name

(SEAL)

STATE OF FLORIDA
 COUNTY OF CHARLOTTE

BEFORE ME, the undersigned authority, personally appeared PAULA F. McQUEEN, as President of PGI INCORPORATED, a Florida corporation, formerly known as Punta Gorda Isles, Inc., personally known to me to be the person described in and who executed the foregoing Assignment of Rights to Enforce Restrictive Covenants, and acknowledged before me that she executed said instrument on behalf of said corporation with the authority vested in her by said corporation, for the purposes therein expressed and she did not take an oath.

WITNESS my hand and official seal this 13th day of October, 1992.
Jamie L. Edwards
 Notary Public, State of Florida
 My Commission Expires: Aug. 20, 1993
 My Commission Expires: Aug. 20, 1993
Jamie L. Edwards
 Commission Number: 698793
 Print Name: Jamie L. Edwards
 Notary Public, State of Florida

STATE OF FLORIDA
 COUNTY OF CHARLOTTE

BEFORE ME, the undersigned authority, personally appeared KENNETH J. RICE, as President of SECTION 20 PROPERTY OWNER'S ASSOCIATION, INC. a Florida not-for-profit corporation, personally known to me to be the person described in and who executed the foregoing Assignment of Rights to Enforce Restrictive Covenants, and acknowledged before me that he executed said instrument on behalf of said corporation with the authority vested in him by said corporation, for the purposes therein expressed and he did not take an oath.

WITNESS my hand and official seal this 13th day of October, 1992.
Jamie L. Edwards
 Notary Public, State of Florida
 My Commission Expires: Aug. 20, 1993
 My Commission Expires: Aug. 20, 1993
Jamie L. Edwards
 Commission Number: 698793
 Print Name: Jamie L. Edwards
 Notary Public, State of Florida

POA/SEC20/a20-rt2enforce

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:

Douglas G. Christy, Esq.
Becker & Poliakoff, P.A.
1819 Main Street
Suite 905
Sarasota, FL 34236

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
RESTRICTIONS, SECTION 20

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS, SECTION 20 (the "Amendment") is executed the day indicated below by SECTION 20 PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation not for profit (the "Association").

RECITALS

WHEREAS, the Section 20 community is a platted subdivision in Charlotte County, Florida that is subject to that certain DECLARATION OF RESTRICTIONS, SECTION 20, recorded in O.R. Book 373, Page 109, *et seq.*, of the Public Records of Charlotte County, Florida, as amended from time to time (the "Declaration"); and

WHEREAS, Article 25 of the Declaration provides that the Declaration may be amended by the Grantor or its successor without notice to or consent from the grantee on any lands owned by the Grantor; and

WHEREAS, PUNTA GORDA ISLES, INC., is defined as the "Grantor" under the Declaration; and

WHEREAS, PUNTA GORDA ISLES, INC. became known as PGI INCORPORATED by virtue of a corporate name change, merger or other change in identity prior to October 12, 1992 according to the records of the Division of Corporations of the Department of State of the State of Florida and was considered to be the "Grantor" under the Declaration on and prior to October 12, 1992; and

WHEREAS, PGI INCORPORATED assigned all of its rights under the Declaration to the Association by virtue of that Assignment of Rights to Enforce Restrictive Covenants, recorded in O.R. Book 1246, Page 1988, *et seq.*, of the Public Records of Charlotte County, Florida (the "Assignment"); and

WHEREAS, Association is now considered to be a successor to the Grantor under the Declaration by virtue of the Assignment and received all rights and duties of the Grantor through

the Assignment including, without limitation, the right to amend the Declaration pursuant to Article 25 of the Declaration; and

WHEREAS, the following amendments to the Declaration were adopted by the vote of the board of directors of the Association at a duly noticed and convened meeting of the board of directors of the Association held on September 19, 2019;

NOW THEREFORE, the undersigned officers of the Association hereby certify that in accordance with Article 25 of the Declaration and the Assignment, the following amendments to the Declaration forming part of this Amendment were adopted by the vote of the board of directors of the Association at a duly noticed and convened meeting of the board of directors of the Association held on September 19, 2019.

I. General Provisions. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment. All initially capitalized terms not defined herein shall have the definitions for such terms as provided in the Declaration. Additions to the existing provisions of the Declaration are indicated by double-underlining and deletions to the existing provisions of the Declaration are indicated by ~~strikeout~~.

II. Article 21. Article 21 of the Declaration as set forth below is hereby amended as set forth below and shall provide as follows:

21. COMMON PROPERTY.

Adjacent to the rear and, in some cases, the side lot lines of the aforescribed lots are areas on the record plat which are Pedestrian Walkways, Parkways, private easements, private walkways, and private park areas, 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, private easements, private walkways, and private park areas as labelled on the aforesaid plat. It is further understood that these restrictions prohibit the further subdivision of thin Common Property and is hereby declared to be an 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 tile lot, even though such an interest is not expressly mentioned or described in the conveyance or other instrument. The Grantor 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 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 aforescribed Common Property subject to the provisions of this Declaration subject, however, to Grantor's rights contained later in this paragraph dealing with Common Property. All owners of lots shall have as an appurtenance to their lot a perpetual easement for ingress and egress from their lots over and through the

Common Property, in common with all persons owning an interest in any lot in the aforestated plat.

It is the intent of the Grantor 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 Grantor and subject to the following restrictions:

a. 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, horses and golf carts approved by the Grantor or the association subsequently formed to undertake maintenance of the Common Property, and such other means of transportation as may be approved by Grantor or the said association.

b. 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.

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

d. 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.

Anything to the contrary aforestated notwithstanding, the Grantor reserve 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, stables, and other structures deemed by the Grantor, its successor, or assigns to be desirable; landscaping or to 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.

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 Grantor shall undertake to maintain the Common Property. The actual cost shall be divided equally among each of the aforementioned lots and a lien shall arise and is hereby created in favor of the Grantor 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 Grantor. This

lien shall be enforceable by law or in equity, according to the provisions of Florida law by the Grantor and the cost of collecting such lien, including attorneys fees, shall be paid for by the purchaser. Notwithstanding anything aforesaid, the Grantor warrants the above stated charge for maintenance in the Common Property will not exceed \$50.00 per lot per year for a ten year period. Thereafter Grantor shall form a non profit corporation under the laws of the State of Florida, whose sole duty will be to undertake the maintenance of the Common Property and shall at that time assume the rights reserved unto the Grantor stated in this paragraph, it being understood and agreed that ownership of each lot shall represent one membership in said association except however, Grantor reserves the right to establish reasonable standards to be followed by the association in the maintenance of the property. The applicant, purchaser, optionee, lessee or grantee, whichever the case may be, shall, subscribe to and join said association and become members thereof immediately upon obtaining an interest in the aforescribed lands. If an association is not formed for any reason, then Grantor his successors or assigns shall have the right to continue to perform the maintenance on Common Property and shall assess the owners for the costs as herein provided. However, this provision shall not be construed as imposing an obligation or duty upon the Grantor for such maintenance after the ten year period described above has passed.

Additionally, the non profit corporation under the laws of the State of Florida that was formed by Grantor, which non profit corporation is Section 20 Property Owner's Association, Inc., shall be authorized to impose an individual assessment on a lot and the owner(s) of such lot for: (i) any fines levied and imposed by Section 20 Property Owner's Association, Inc. on the lot owner as a member of Section 20 Property Owner's Association, Inc. or on any such owner's tenant, guest, or invitee, when such fine is an amount of \$1,000.00 or greater; (ii) the recovery of any expenses, including, without limitation, reasonable attorneys' fees and administrative expenses, incurred by Section 20 Property Owner's Association, Inc. in correcting any violations of these restrictive covenants, this Declaration or any reasonable rules and regulations of Section 20 Property Owner's Association, Inc., after reasonable written notice and an opportunity to cure the violation was provided by Section 20 Property Owner's Association, Inc. to the owner of a lot and the owner(s) of the lot failed to correct the violation and only in instances where such action by Section 20 Property Owner's Association, Inc. is permitted under these restrictive covenants; and (iii) the recovery of any expenses, including, without limitation, reasonable attorneys' fees and administrative expenses, incurred by Section 20 Property Owner's Association, Inc. in pursuing the correction of any violations of these restrictive covenants, this Declaration or any reasonable rules and regulations of Section 20 Property Owner's Association, Inc. when such violations are corrected by or at the direction of the party or parties responsible for causing such violations. Such individual assessments shall not be considered a special assessment for the purposes of Section 720.308, Fla. Stat., as it may be amended from time to time, nor for the purposes of Section 720.303(2)(c)2., Fla. Stat., as it may be amended from time to time.

III. **Article 25.** Article 25 of the Declaration as set forth below is hereby amended as set forth below and shall provide as follows:

25. ADDITIONAL RESTRICTIONS AND AMENDMENTS.

~~The Grantor or its successor reserves the right to hereafter, from time to time, amend, modify, add to or delete from any part or all of the foregoing restrictions without notice to or consent from the grantee on any lands owned by the Grantor. This Declaration may be amended with the approval of not less than sixty percent (60%) of the members of Section 20 Property Owner's Association, Inc. voting, in person or by proxy, at a duly noticed meeting of the members of Section 20 Property Owner's Association, Inc. at which a quorum is obtained. Any amendment approved in the foregoing manner shall be evidenced by a certificate executed by Section 20 Property Owner's Association, Inc. with the formalities required for a deed and recorded in the public records of Charlotte County, Florida, which certificate shall set out the approved amendment(s) and shall take effect upon its recording. Any amendment to this Declaration may be considered by the members of Section 20 Property Owner's Association, Inc. only if: (i) proposed by Section 20 Property Owner's Association, Inc. after approval for such proposal is obtained at a meeting of the board of directors of Section 20 Property Owner's Association, Inc. at which a majority of the directors in attendance have approved of the proposal; or (ii) proposed by a petition or other writing that is joined in by not less than five percent (5%) of the members of Section 20 Property Owner's Association, Inc. and delivered or sent to Section 20 Property Owner's Association, Inc. Any such proposed amendment shall be considered at a properly noticed meeting of the members of Section 20 Property Owner's Association, Inc., which meeting shall be called by Section 20 Property Owner's Association, Inc. and held within not more than ninety (90) days' time from the date such proposed amendment is approved at the meeting of the board of directors of Section 20 Property Owner's Association, Inc. or delivery or receipt of the petition or other writing that is joined in by not less than five percent (5%) of the members of Section 20 Property Owner's Association, Inc. to Section 20 Property Owner's Association, Inc.~~

IV. **Article 27.** Article 27 of the Declaration as set forth below is hereby added to the Declaration as set forth below and shall provide as follows:

27. RULES AND REGULATIONS.

Section 20 Property Owner's Association, Inc. shall be authorized to adopt, from time to time, reasonable rules and regulations in relation to the maintenance, condition, and use of those parcels subject to this Declaration and other property owned, maintained or managed by Section 20 Property Owner's Association, Inc. from time to time.

V. **Article 28.** Article 28 of the Declaration as set forth below is hereby added to the Declaration as set forth below and shall provide as follows:

28. FINES.

Section 20 Property Owner's Association, Inc. shall be authorized to levy and impose fines on any lot owner as a member of Section 20 Property Owner's Association, Inc. or on any such owner's tenant, guest, or invitee for the failure of the owner or the occupant, licensee, or invitee of such owner's lot to comply with any provision of this Declaration, the Articles of Incorporation of Section 20 Property Owner's Association, Inc., the Bylaws of Section 20 Property Owner's Association, Inc., reasonable rules and regulations of Section 20 Property Owner's Association, Inc., or the provisions of Chapter 720, Florida Statutes, all as may be amended from time to time. Any such fine must be levied and imposed by Section 20 Property Owner's Association, Inc. pursuant to the procedures set out in Section 720.305, Fla. Stat., as it may be amended from time to time. Fines may exceed \$100.00 per violation and may exceed \$1,000.00 for a continuing violation, with the amount of any fine for a violation not permitted to exceed \$500.00 and the amount of any fine for a continuing violation not permitted to exceed \$5,000.00. Any fine of \$1,000.00 or more that remains unpaid by any lot owner as a member of Section 20 Property Owner's Association, Inc. or on any such owner's tenant, guest, or invitee for more than thirty (30) days after it becomes due under the procedures set out in Section 720.305, Fla. Stat., as it may be amended from time to time, may be imposed by the Association as an individual assessment against only such owner and the owner's parcel pursuant to the procedures set out in Section 720.303(2)(c)2., Fla. Stat., as it may be amended from time to time.

VI. **Article 29.** Article 29 of the Declaration as set forth below is hereby added to the Declaration as set forth below and shall provide as follows:

29. ADDITIONAL REMEDIES.

In addition to those remedies provided by law or by this Declaration, Section 20 Property Owner's Association, Inc. shall also be authorized, but not required, to enter any lot and correct, cure or otherwise abate any violation of these restrictive covenants, this Declaration, or any reasonable rules and regulations of Section 20 Property Owner's Association, Inc. existing on such lot. Prior to entering any lot to correct, cure or otherwise abate any violation of these restrictive covenants, this Declaration, or any reasonable rules and regulations of Section 20 Property Owner's Association, Inc., Section 20 Property Owner's Association, Inc. shall provide not less than fourteen (14) days written notice to the owner(s) of the lot that one or more violations of these restrictive covenants, this Declaration, or any reasonable rules and regulations of Section 20 Property Owner's Association, Inc. exist(s) on the lot, that Section 20 Property Owner's Association, Inc. intends to enter the lot and correct such violation(s) if the owner(s) fail to do so within fourteen (14) days following the date the written notice to the owner(s) of the lot

was transmitted by Section 20 Property Owner's Association, Inc., and that the costs incurred by Section 20 Property Owner's Association, Inc. in correcting, curing or otherwise abating such violation(s) may or will be imposed as an individual assessment on the lot and the owner(s) of the lot by Section 20 Property Owner's Association, Inc. If the owner(s) of the lot fails to correct, cure or otherwise abate such violation(s) within fourteen (14) days following the date the written notice to the owner(s) of the lot was transmitted by Section 20 Property Owner's Association, Inc., Section 20 Property Owner's Association, Inc. shall be authorized to enter the lot and correct, cure or otherwise abate such violation(s) without further notice to the owner(s) of the lot. The right of Section 20 Property Owner's Association, Inc. to enter a lot and correct, cure or otherwise abate any violation of these restrictive covenants, this Declaration, or any reasonable rules and regulations of Section 20 Property Owner's Association, Inc. existing on such lot shall be limited to taking only those actions required to correct, cure or otherwise abate such violation(s) and Section 20 Property Owner's Association, Inc. shall not take any actions that would exceed that which is required to correct, cure or otherwise abate such violation(s). Section 20 Property Owner's Association, Inc. shall be authorized to impose an individual assessment on the lot and the owner(s) of the lot for any expenses, including, without limitation, reasonable attorneys' fees and administrative expenses, incurred by Section 20 Property Owner's Association, Inc. in correcting, curing or otherwise abating any violation of these restrictive covenants, this Declaration, or any reasonable rules and regulations of Section 20 Property Owner's Association, Inc. In the event that the actions taken by Section 20 Property Owner's Association, Inc. to correct, cure or otherwise abate any violation(s) at a lot require the removal of any personal property located at the lot by Section 20 Property Owner's Association, Inc. to complete the correction, curing or abatement of such violation(s), Section 20 Property Owner's Association, Inc. shall be required to treat such personal property pursuant to the requirements of Sections 715.101 to 715.111, Fla. Stat.; provided, however, Section 20 Property Owner's Association, Inc. shall be required to retain any personal property that is removed by Section 20 Property Owner's Association, Inc. for a period of at least thirty (30) days following the date that notice is provided to the lot owner(s) pursuant to Section 715.104, Fla. Stat. and Section 20 Property Owner's Association, Inc. shall not be required to sell at public sale by competitive bidding any personal property not released pursuant to Section 715.108, Fla. Stat. that is removed by Section 20 Property Owner's Association, Inc. For purposes of interpreting and complying with Sections 715.101 to 715.111, Fla. Stat., Section 20 Property Owner's Association, Inc. shall be considered to be the "Landlord", the owner(s) of the lot shall be considered to be the "Tenant", and the lot shall be considered to be the "Premises" as those terms are used in Sections 715.101 to 715.111, Fla. Stat. Further and for purposes of interpreting and complying with Section 715.104, Fla. Stat., personal property remaining on the premises after a tenancy has terminated or expired and the premises have been vacated by the tenant shall be deemed to apply to personal property required to be removed by Section 20 Property Owner's Association, Inc. to complete the correction, curing or abatement of any violation(s) at the lot.

VII. No Other Amendments. Except as modified herein, all other provisions of the Declaration shall remain the same and be fully enforceable according to their terms.

This CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS, SECTION 20 is made this 19 day of September, 2019 by SECTION 20 PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation not for profit.

SECTION 20 PROPERTY OWNER'S
ASSOCIATION, INC.,
a Florida corporation not for profit

Mary Jo Dembeck
Signature
Mary Jo Dembeck
Printed Name
Philip Carleo
Signature
Philip Carleo
Printed Name
Philip JACOBUS
Signature
Philip J
Printed Name
Will H Starks Jr
Signature
Will H. Starks Jr
Printed Name

BY:

[Signature]
Print Name: John E. Bailey

Title: President

ATTEST:

BY:

[Signature]
Print Name: Luis Urrutia

Title: Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing was acknowledged before me this 19 day of September, 2019, by John E Bailey and Luis Urrutia, as President and Secretary, respectively, of SECTION 20 PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. They are ☒ personally known to me or ☐ have produced _____ as identification.

WITNESS my hand in the County and State last aforesaid on this 19 day of September, 2019.

My Commission Expires:

Melissa G Casta
Notary Public-State of Florida

Print Name: Melissa G Casta

Commission No.: GG 013226



MELISSA G. CASTA
MY COMMISSION # GG 013226
EXPIRES: September 25, 2020
Bonded Thru Budget Notary Services