

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR ROTONDA LAKES SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR ROTONDA LAKES SUBDIVISION is adopted as of this 24th day of June, 2004 by the Rotonda Lakes Conservation Association, Inc., a Florida Not for Profit Corporation (the "Association").

WITNESSETH:

WHEREAS, on April 17, 1997, Cape Cave Corporation ("Developer") recorded in the Official Records of Charlotte County, Florida at O.R. Book 333 at page 5, a Declaration dated April 15, 1970, by Developer with respect to the real property described therein and otherwise known as the Rotonda Lakes (the "Original Declararation"); and

WHEREAS, on June 3, 1970, Developer caused to be recorded in the Official Records of Charlotte County, Florida at O.R. Book 336 at page 297 a supplement to the Original Declaration correcting and superseding same (the "Supplemental Declaration"); and

WHEREAS, in accordance with the provisions of the Supplemental Declaration on the 14th day of December 1999, the Association adopted, by vote of not less than two-thirds (2/3) of the members of the Association, certain amendments to the Supplemental Declaration that were recorded in the Official Records of Charlotte County, Florida at O.R. Book 1756 at page 1462 (the "Amendments"); and

WHEREAS, Section 12 of the Supplemental Declaration, as amended by the Amendments, provides for amendment of the Supplemental Declaration upon the vote of not less than two-thirds (2/3) of the votes cast at a duly noticed meeting of the members of the Association; and

WHEREAS, at a meeting of the members of the Association, duly noticed and convened in accordance with the provisions of the Bylaws of the Association, on June 24, 2004 and by vote of not less than two-thirds (2/3) of the votes cast therein, the Association has adopted the following Amended and Restated Declaration of Covenants and Restrictions for the Rotonda Lakes Subdivision.

NOW THEREFORE, the Association hereby declares that the real property described herein and in the Declaration, the Supplemental Declaration, and all amendments thereto, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1. DEFINITIONS:

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- A. "Association" shall mean and refer to THE ROTONDA LAKES CONSERVATION ASSOCIATION, a Florida corporation not for profit.



Rotonda Lakes Assoc
PO Box 520

IMAGED

- B. "Common Property" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Subdivision but not limited to parks, ponds, lakes, canals and recreational areas, except that it shall not include (i) any platted Lot unless the Association is the owner thereof, and (ii) any property which has been dedicated to and accepted by any public authority or body.
- C. "Declaration" means the Original Declaration as altered and restated in this Declaration.
- D. "Developer" means Cape Cave Corporation, a Delaware corporation, and its successors and assigns.
- E. "Lot" shall mean and refer to any platted Lot shown upon any recorded map of the Subdivision with the exception of Common Property as heretofore defined.
- F. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.
- G. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot except that the term Owner shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- H. "Property" shall mean all property subject to this Declaration.
- I. "Structure" shall mean any construction not otherwise specifically described and includes, but is not limited to, parts and additions to buildings, cisterns, walls, fences and other enclosures, television and other antennas, walks, driveways, parking areas, seawalls, docks and boat landing platforms.
- J. "Subdivision" means all property subject to this Declaration under Article 3 hereof.
- K. "Architectural Review" shall mean the Association will establish and from time to time modify standards for the control of the design of all structures and other work within the lands covered by these Restrictions.
- L. "Number and Gender" Whenever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include both genders.

ARTICLE 2. DECLARATION PURPOSE:

PURPOSE: The purpose of these Declarations and Architectural Review is to produce an orderly and desirable community and to protect and enhance property values in the Subdivision.

THE ASSOCIATION: Every owner of property in the Subdivision is placed on notice that there is in existence a not for profit corporation known as "The Rotonda Lakes Conservation Association, Inc". All owners shall be bound by the provisions of the Articles of Incorporation, the By-Laws of said Association, and these Declarations, as amended from time to time and recorded in the Public Records of Charlotte County, Florida.

Amendments. This Declaration may at any time be amended, altered or terminated in whole or in part and upon such terms and conditions as may be approved in the manner hereafter set forth;

(a) Every such amendment, alteration or termination shall be submitted to a vote of the Members at meeting thereof held upon not less than 30 days after written notice of such meeting and the purpose thereof is provided to each such Member;

(b) Such amendment, alteration or termination shall not be approved unless authorized by not less than two thirds of the votes cast at such meeting;

(c) Such amendment, alteration, or termination shall become effective when so approved upon the same being recorded in the Public Records of Charlotte County, Florida;

(d) The voting provisions contained in this amendment procedure shall apply only to the voting procedure to amend the Declaration and all other voting rights of members shall be determined as provided in the Articles of Incorporation and Bylaws of the Association.

Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by, and bind the Association and the Owners and their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless otherwise provided by a vote of the Members in accordance with the provisions of Article 2 of this Declaration.

Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE 3. PROPERTY SUBJECT TO THIS DECLARATION
ADDITIONS THERETO:

The real property and all improvements thereto which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Charlotte County, Florida, and is more particularly described as follows:

That certain Subdivision known as Rotonda Lakes as recorded in Plat Book 8, at pages 22A to 22Z-3 inclusive, in the Public Records of Charlotte County, Florida, less Seaboard Coastline Railroad right-of-way; also less SR No. 771 right-of-way; and

That certain Subdivision known as Rotonda Lakes, Unit II, as recorded in Plat Book 8 at pages 25-A to 25-G inclusive in the Public Records of Charlotte County, Florida

together with any additional property identified in the Original Declaration, the Supplemental Declaration, and any amendments thereto, any additional property made subject to this declaration by any owner thereof.

Note: The Butterford Waterway is not a part of this Declaration.

ARTICLE 4. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1. Membership. Every Owner shall be a Member of the Association.

Section 2. Voting Rights. Except as otherwise provided herein Voting Rights in the Association shall be governed and controlled pursuant to the terms and provisions of the Articles of Incorporation and Bylaws of the Association as modified and amended from time to time.

ARTICLE 5. PROPERTY RIGHTS IN THE COMMON PROPERTY:

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Property. In accordance with the provisions of the Original Declaration and the Supplemental Declaration, the Developer has conveyed title to the Common Property to the Association.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to borrow money for the purpose of improving the Common Property and in aid thereof to mortgage said property;
- (b) The right of the Association to take such steps are reasonably necessary to protect the Common Property against foreclosure;
- (c) The right of the Association to suspend the enjoyment of the rights of any Member in and to the Common Property for any period during which any assessment remains unpaid, and for any infraction of the Association's published rules and regulations, and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Property; and

(e) The right of the Association, subject to the requirements of this declaration and the bylaws of the Association, to dedicate or transfer all of any part of the Common Property to any public agency or authority or any utility (public or private) for such purposes and subject to such conditions as it may determine.

(f) The right of the Association to formulate, publish, impose, and enforce regulations for the use and enjoyment of the Common Property, which regulations may restrict the use of common areas, including but not limited to, use of the waterways, restrictions on watering from any common waterway, etc.

ARTICLE 6. COVENANT FOR ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner by acquiring any ownership interest in a Lot hereby covenants and agrees to pay to the Association (1) annual assessments and associated charges; and (2) special assessments for capital improvements, as such annual and special assessments may be fixed, established, and collected by the Board of Directors of the Association. The annual and special assessments, together with such fees and interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land subject thereto and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of each lot at the time the assessment is imposed.

The Association may bring a legal action against any Owner personally obligated to pay any delinquent assessment and/or may enforce or foreclose the Association's lien against any Lot for the full amount of any assessment together with interest thereon, as provided herein. The defaulting Owner shall be responsible for all actual costs, disbursements and expenses incurred by the Developer or Association in collecting the delinquent assessment and interest thereon as provided herein, including reasonable attorney's fees and costs, whether or not litigation is commenced and including appellate fees and costs. In the event that a judgment against the defaulting Owner is obtained, the amount of the judgment shall include accrued interest on the assessment, applicable late fees, and a sum, to be fixed by the court, to reimburse the Association for all costs, disbursements and expenses (including, without limitation, reasonable attorney's fees, including appellate attorney's fees and costs) incurred by the Association in connection with said action.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose maintaining the Subdivision, protecting and promoting the recreation, health, safety, and welfare of the residents and the property located in the Subdivision, enforcement of the provisions and restrictions of this declaration, and for the improvement and maintenance of the property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Property and of the residences situated upon The Owner's Lots, including, but not limited to

the payment of taxes and insurance thereon, repair, replacement, and additions thereto, the cost of labor, equipment, materials, management, and supervision, the enforcement of these restrictions and all other uses consistent with these restrictions and the Articles of Incorporation and the Bylaws of the Association.

Section 3. Special Assessments for Capital Improvements. In addition to annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the Members of the Association as required by this Declaration and the other governing documents of the Association.

Section 4. Increases in Assessments. The Association shall not increase the amount of the annual assessment in any year by more than fifteen percent (15%) over the amount of the annual assessment for the prior year without the consent of a majority of the members of the Association casting votes at said election. This increase limitation shall not prohibit the Association disallowing prior credits given from the original annual assessment of \$60.00 as set by the Developer.

Section 5. Interest and Late Fees. Interest and late fees shall accrue with respect to delinquent assessments in the manner provided in the bylaws of the Association.

Section 6. Effective Date of Lien and Certificate of Payment. Every such lien for unpaid assessment, as between the Association on the one hand and the Owner and any grantee of such Owner on the other hand, shall attach to the Lot and improvements against which the delinquent assessment was made as of the date such assessment became due and payable, provided, however that all such liens shall be subordinate to the lien of an Institutional Mortgagee recorded prior to the time of recording or the claim of lien of the Association pursuant to this Section. Upon request, the Association shall furnish any Owner or mortgagee with a certificate setting forth whether the above described assessments have been paid and showing the amount of any unpaid assessments against the applicable Lot and the period or periods for which any such unpaid maintenance assessments were assessed and fixed. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use (b) all Common Property

Section 8. Fees and Charges. The Association shall have the authority to impose and collect reasonable fees or charges for information, documentation or services for the benefit of any Owner of the Association.

ARTICLE 7. ARCHITECTURAL REVIEW:

PLANS, SPECIFICATIONS AND ARCHITECTURAL REVIEW: All plans and specifications including, but not limited to, new construction, additions, alterations, modifications, exterior walls, fences, sheds, boat docks, sea walls, bulkheads, grading, filling, dredging and excavation, must first be approved by the Association. Refusal or approval of these plans and specifications by the Association may be based on any grounds, including purely aesthetic grounds.

(a) The Association shall assign its review of building plans, specifications and site plans to an Architectural Control Committee, (the ACC). The ACC shall review all new construction of every type and description and modification to all structures. The ACC shall be comprised of no less than three (3) members to be named by the Association. A majority shall constitute a quorum.

(b) In order to insure that the buildings and other structures on the Property will be constructed and preserved according to high standards, no building or other structure shall be erected, placed, remain or altered on the Property until a set of plans and specifications including working drawings, and a site plan showing the location of all buildings or other structures, landscaping, parking spaces and driveways, walkways, terraces, patios, walls, fences, mailbox, utility lines, property lines and setbacks are submitted to the Association and shown to meet the requirements of these restrictions and all building, zoning, plumbing, electrical and other codes in effect at the time of construction or alteration of such building or structure. Refusal or approval of plans and specifications by the Association **may** be based on any grounds including purely aesthetic considerations in which the Association has sole and uncontrolled discretion.

(c) Construction specifications which the Association may review include, but are not limited to roof pitch and materials, parking and driveway cross sections, exterior materials and colors, the location of air conditioning/heating systems and the location, design and color of mailboxes, and such other construction specifications or guidelines, as adopted from time to time by the Association, that in its sole discretion deems appropriate.

(d) Prior to the approval of plans and specifications by the Association, the building contractor to be employed in the construction of any improvements to the Property shall provide proof of insurance and proof of proper licensure with Charlotte County or the State of Florida to the Association.

(e) No alteration in the exterior appearance of any building or structure shall be made without the prior written approval of the Association. This provision shall apply but not be limited to repairs, alterations or modifications to any building or structure.

(f) Commercial Property: All commercial and industrially zoned properties within the subdivision shall conform to the zoning requirements of Charlotte County, Florida. In addition to all other use restrictions and the architectural control provisions of this Declaration, the Association may in its absolute discretion, require certain site screening and noise barriers and other similar measures to protect neighboring properties.

(g) Mobile, Manufactured, and Modular Homes: No manufactured, pre-fabricated, modular, or any off-site constructed structure may be parked, assembled, erected, constructed, maintained, placed or occupied on any residential lot within the Subdivision. No mobile homes or Recreational Vehicles (RVs) may be parked, placed, or occupied on any property within the Subdivision, including county right-of-way, at any time.

(h) Filling or Dredging: No filling or dredging shall be done beyond any lot line without the express written approval of Association nor shall any cutting of boat slips or other similar excavating within the lot line be done without said approval.

(i) The Association reserves the right, but not the obligation, to inspect construction as it proceeds in order to insure that the building and other structures are being constructed according to the approved plans, specifications and site plan. Such inspections, if undertaken by the Association shall be solely for the purpose of determining that construction is in compliance with the approved plans and specifications, site plan and these Declarations.

If inspections show that the building is not being constructed in accordance with the approved plans and specifications, the site plan or these deed restrictions, then a letter shall be delivered to the contractor with a copy of same to the owner setting forth said objections. This letter shall be issued by the Association for Declaration non-compliance. Upon receipt, the work shall stop until the objections shall have been complied with or resolved in writing. The issuance of a building permit or other license or substantial completion of improvements that may be in contravention of the plans and specifications, the site plan or these restrictions, shall not prevent the Association from enforcing these provisions.

(j) All construction plans and specifications and site plans and other drawings requiring approval pursuant to the foregoing Declaration shall be delivered in person to 3899 Cape Haze Drive, Cape Haze, Florida or postage prepaid, to the Rotonda Lakes Conservation Association at Post Office Box 520, Placida, Florida 33946. The Association reserves the right to change the address from time to time.

(k) The Association's approval or disapproval shall be in writing. In the event the Association, or its designated representative, fails to approve or disapprove the plans and specifications and site plan within forty-five (45) days after they have been in receipt of it, approval shall be deemed to have been given.

(l) Permanent approved additions to the home that match the color and texture and are approved by the ACC, will not be construed as a shed even if used for storage.

(m) Non-liability: The review and approval or disapproval of all plans and specifications submitted for any proposed construction, improvement, modification, alteration, or addition shall not be deemed approval or certification of the proposed construction for structural safety or conformance with building or other codes. The Developer, Association, Board of Directors, officers and any members of the committees shall not be liable to any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the duties hereunder or the approval or disapproval of any plans or specifications.

ARTICLE 8. CHARLOTTE COUNTY RULES AND REGULATIONS:

In addition to this Declaration, property usage shall conform to all Ordinances, Rules and Regulations of Charlotte County, Florida, as amended from time to time.

(a) Each single family home or residential multi family unit shall be used as a home and for no other purpose, excluding builder's models and speculation homes. No business or commercial activity shall be conducted in or from any home including but not limited to visitation of the home by clients, customers, suppliers or other business invitees, or door-to-door solicitation of residents. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library in his home, from keeping his personal business or professional records in his home, from handling his personal, business or professional telephone calls or written correspondence in and from his home, or conducting a "no impact" home based business in and from his home. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create customer traffic to and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, a home day care, beauty salon/barber, and animal breeding. However any person in violation of this amended provision on the date it is recorded in the Public Record shall be given a grace period of up to ninety (90) days to comply before enforcement action shall be commenced. In order to avoid undue hardship the Association may, in its sole discretion, extend the grace period once for up to an additional ninety (90) days.

This prohibition to commercial use in a Single Family Residential district shall not limit the ability of property owners to rent their property, but shall prohibit any adult congregate living facilities.

(b) All homes shall have a house number that will be readily visible from the street.

(c) Mail boxes shall be installed according to the United States Postal Service regulations and kept in good working order, repair and in a neat and clean appearance.

ARTICLE 9. EXTERIOR WALLS AND FENCES:

(a) No wall or fence over four (4) feet in height shall be erected on any lot between the rear lot line and the rear of the structure. No wall or fence over six (6) feet in height shall be erected on any lot. No walls or fences shall extend toward the street, past the front of the structure. All walls or fences regardless of height shall be approved by the Association. All fence or wall construction, design, height, location, color and materials are subject to the guidelines as adopted from time to time by the Association.

(b) Any fence or wall in existence as of the date of this amendment is recorded in the public record of Charlotte County, Florida shall be permitted to remain in existence, ("grandfathered") provided that upon the removal of the fence or wall or at such time that the fence or wall becomes more than 50% destroyed or more than 50% of the fence or wall is to be replaced for whatever reason the fence or wall shall be removed in its entirety and shall only be reconstructed or replaced in conformance with this Article 9.

(c) Non compliance fences that are “grandfathered” under this Article 9 shall be removed upon any sale of the Property.

(d) Any existing fence or wall may not be modified, altered, relocated or replaced without written approval from the Association.

ARTICLE 10. SHEDS:

No freestanding sheds, temporary storage units and or accessory buildings, collectively “sheds”, shall be erected or placed on any lot. Any sheds in existence as of the recording of these amended declarations shall be permitted to remain in existence provided:

(a) Such nonconforming sheds shall not be enlarged or moved. For such non-conforming structure, only ordinary repairs and maintenance, including repair or replacement of roof covering, walls, fixtures, wiring or plumbing, shall be permitted. In no case shall such repairs include structural alterations that would change the size, shape, occupancy, character or use of a shed, unless such alteration conforms with these restrictions.

(b) If any such nonconforming shed or structure is destroyed to an extent of more than fifty (50%) percent of its replacement cost, it shall not be reconstructed .

(c) Non compliance sheds that are “grandfathered” under this Article 10 shall be removed upon any sale of the Property

ARTICLE 11. SQUARE FOOTAGE AND GARAGES:

All single family residences or multi-family units constructed after the recorded date of this Declaration within the single or multi family zoned areas of the Subdivision shall comply as follows:

(a) Single Family residences within the single-family or multi-family zoned areas of the Subdivision shall have no less than twelve hundred fifty (1250) square feet of living area. All single-family residences shall have an attached two car, or more, fully enclosed garage measuring at least four hundred (400) square feet with a minimum sixteen (16) foot wide garage door, or two eight (8) foot wide doors.

(b) Residential multi-family zoned duplex (2) units shall have a minimum living area of eleven hundred (1,100) square feet per unit. Each duplex unit shall have a one car, or more, fully enclosed garage, measuring at least two hundred (200) square feet with a minimum eight (8) foot wide garage door. Tandem parking space layouts in multi-family development are not allowed.

(c) Residential multi-family zoned buildings consisting of (three) 3 or more units shall have a minimum living area of nine hundred (900) square feet per unit. Each multi-family unit shall have a one car, or more, fully enclosed garage measuring at least two hundred (200) square feet with a minimum eight (8) foot wide garage door. Tandem parking space layouts in multi-family development are not allowed.

(d) All of the above square footage is exclusive of open porches, lanais and garages.

(e) No carports of any type shall be allowed on any residential single or multi-family zoned property.

(h) All square footages referenced in this Article 11 shall be certified by the Builder/Contractor or a licensed Architect or a licensed Engineer.

ARTICLE 12. ANTENNAS AND RECEPTION OR TRANSMISSION DEVICES:

The location and mounting of any type of outside antennas, poles, masts, towers or like devices used for reception or transmission shall be first approved in writing by the Association based on guidelines as adopted from time to time by the Association. The Association reserves the right to require sight screening as part of the installation process.

(a) Roof mounted TV antennas and one meter or less in diameter roof or wall mounted satellite dishes, either of which extend less than five (5) feet from the roof peak, are exempt from Association approval.

(b) Any electrical or other interference with the proper operation of any electrical device in the surrounding area installed in accordance with these restrictions which may result from the installation of any device with the approval of the Association shall be corrected at the cost and expense of the owner of the land on which the device is located, and if such interference cannot be properly corrected, the owner of the offending device shall remove the same within ten (10) days after written notice from the Association at the owners' sole expense.

(c) In addition to the restrictions contained herein the Association may adopt rules regarding the location of the satellite dishes and reception devices as long as the rules do not: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; (3) or preclude reception of an acceptable quality signal.

(d) The Association reserves the right to require sight screening for any Antennas and Reception or Transmission Devices as referenced in this Article 12.

(e) Any non-conforming antenna in existence as of the date of recording this amendment in the public record of Charlotte County, Florida shall be permitted to remain in existence provided:

(i) Any such existing antenna may not be modified, altered, relocated or replaced without written approval from the Association.

(ii) If any such existing antenna is removed or destroyed to an extent of more than fifty (50%) percent of its replacement cost it shall not be reconstructed except in conformity with these restrictions. Upon the sale of the Property any such antenna shall be removed.

ARTICLE 13. PETS - ANIMALS:

Only pets of a normal domesticated household type (such as cats, dogs, rabbits, fish, and birds) are permitted. No reptiles, monkeys, rodents, amphibians, poultry, horses, cows, swine or livestock may be kept on the properties. Pets must be carried, leashed or otherwise restrained at all times when not on a Lot or within a Residence. No pets shall be permitted to roam freely. The ability to keep pets is a privilege, not a right, and the Association is empowered to order and enforce the removal of any pet that, in its sole and exclusive discretion, becomes a source of annoyance to other residents or endangers the health, safety and welfare of resident. Commercial activities involving pets, including but not limited to breeding for sale, is prohibited in the single or multi family zoned areas of the Subdivision. All pets shall be licensed by the appropriate State or local authorities. Each homeowner shall immediately remove their pets' feces from Lots and Common Areas.

ARTICLE 14. NUISANCE:

Nothing shall be done which is or may become an unreasonable annoyance or nuisance to any person or which would not be consistent with the maintenance of the highest standards for a first class residential community. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Article 14 shall be decided by the Association, whose decision shall be final. The use of each home shall be consistent with existing leases and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the Subdivision.

ARTICLE 15. LAWNS - LANDSCAPING:

(a) Any developed or improved lot containing a structure, as defined herein, shall be maintained so that the lawn shall not exceed a height of eight (8) inches including weeds. No underbrush or other unsightly growth shall be permitted to grow or remain upon any such lot. All lawns, landscaping and sprinkler systems and any such property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition.

Should the Owner not comply with this Article 15 and after 14 days written notice, the Association shall have the right to enter upon the Property and correct the conditions. All Owners hereby consent to entry upon their lot for such purpose and agree that same shall not be deemed a trespass.

All costs incurred to the Association for said corrections shall be billed to the owner and shall become a lien against the Property as provided for in Article 6 of this Declaration.

(b) Any undeveloped or unimproved lot not containing a structure shall be maintained so that no refuse or unsightly objects shall be placed or allowed to remain on the property and the lot shall otherwise be maintained in compliance with local government ordinances and regulations regarding the maintenance of natural vegetation. The Association shall mow the undeveloped lots, which expense shall be a common expense of the Association pursuant to Article 6 hereof.

ARTICLE 16. CLOTHES DRYING:

Outdoor clothes drying shall be in a sight-screened area so as to not be readily visible. No clothes drying shall be allowed in the front of a house or the sides of a house that face the street.

ARTICLE 17. TRASH - GARBAGE - OUTSIDE EQUIPMENT:

All garbage and trash containers, bottled gas tanks, swimming pool equipment, sprinkler pumps and any other such outdoor equipment shall be placed in a sight-screen or fenced area so that they shall not be readily visible. This Article 17 will become effective upon being recorded in the Public Record of Charlotte County, Florida.

No gas tanks, gas cylinders or gas containers exceeding a 20-pound capacity shall be permitted to placed above ground on any single family or multi family zoned lot in the subdivision. Said gas tanks of 20-pound capacity or less that are customarily used with gas barbeque grills are exempt.

Any existing above ground tanks in existence prior to the recording of this Declaration shall be permitted to remain until the Property is sold or the tank needs replacement. Once the Property is sold or the tank needs replacement, any such non-conforming tank must be placed underground meeting all governmental regulations.

ARTICLE 18. MAINTENANCE AND IMPROVEMENTS WITHIN A WATERWAY AREA:

When a lot which borders a lake, pond or canal(Waterway) is improved with any structure, it is the Property Owner's responsibility, to also finish grade, sod and mow the area between any property line and the waterway's edge. The sodding is required to prevent soil erosion without impairing maintenance access to the common area. (Note: The Butterford Waterway is not a part of this Declaration.)

The finished grade shall be in compliance with the Association's guidelines, which may be adopted or revised from time to time. The result will be a gentle slope extending from the edge of the Waterway to blend into the yard. This will enhance the view of the Waterway and significantly ease Waterway bank maintenance.

The finished slope shall be subject to the Association's approval as to change in elevation. The Association has the right to maintain the areas which lie between the owners lot line and the waters edge of all Waterways within the Subdivision. No Property Owner shall improve, other than finish grading, and sodding, the Waterway bank area with any other improvements without the written approval from the Association and no improvement shall be permitted which shall inhibit or prevent the Association from discharging its responsibilities to maintain the Waterway area.

The Association reserves the right to remove, at Owners expense, any improvement that lies within the Waterway easement area and, in the sole judgment of the Association, inhibits or prevents the Association from discharging its right and responsibility to maintain the Waterway area.

The Association may grant approval of request to improve the Waterway area under the following terms and conditions:

(a) Docks - Landing Platforms: Docks and boat landing platforms without cover shall be permitted provided the construction specifications are approved by the Association and provided that no improvements shall be permitted to extend more than four (4) feet from waters edge or more than 10% of the width of the water, whichever is less. Water's edge shall be measured at a water level of 3.0 feet above mean sea level. No structure or mooring shall be placed within fifteen (15) feet from each extended side lot line. Docks and Landing platforms shall not exceed a maximum length (along the Waterway bank) of sixteen (16) ft. and a width of eight (8) ft. including that portion extending over the waters edge.

(b) Landscaping - Sprinkler Systems - Other Improvements: The Association may permit landscaping, grading, filling, dredging, excavation, sprinkler systems and certain other improvements provided the Owner maintains the improvements with the stipulation that if the improvements are not being maintained, in the sole judgment of the Association, the Association shall be permitted to either maintain the improvements or remove the improvements at owner's expense.

(c) The Association reserves the right, but not the obligation, to limit an Owner from taking water from any Common Area Waterway.

ARTICLE 19. BOATS:

No gas engines or other combustible powered watercraft or vehicles shall be permitted on the Waterways. No boats shall be anchored offshore in the Waterways when not in use. All boats shall be moored as closely adjacent to the bank as possible so that navigation of the Waterways will not be impeded. No boat is permitted to be placed or stored in the Subdivision unless same is fully enclosed in a garage, or placed on the bank of the waterways. It is distinctly understood that the use of the Waterways, in any manner, is to be at the risk of the member of the Association. Neither the Developer nor the Association and its officers, directors and employees shall be liable for damages or injury resulting from the use of the Waterways in any manner. Any damage or injury to others as a result of any action or activity from any member or his guest is the sole responsibility of the member.

(a) The owner of any boat or other watercraft that shall sink or be partially submerged and inoperable in any Waterway in the Subdivision shall immediately be removed from the Waterway by the owner. Failure to do so after five (5) days notice in writing, the Association shall remove or cause the same to be removed and the cost and expense of such removal shall become a lien, as provided for in Article 6 of this Declaration, against any lot or lots in the Subdivision which may be owned by the owner of the boat or other water craft.

(b) All boats or other watercraft using the Waterways shall observe the "NO WAKE" restriction.

ARTICLE 20. SIGNS:

No signs or advertising devices, freestanding or otherwise, shall be displayed on any lot, road right-of way or common easement in the Subdivision without the prior written approval from the Association. Any approval shall be based on the review of the proposed sign specifications by the Association. Such review specifications, as adopted from time to time by the Association, shall include, but are not limited to size, design, material, color, content, condition, number, location and installation method.

(a) Effective six (6) months after the recording of these amendments in the public record of Charlotte County, Florida, all "For Sale" or "For Rent" and other signs of like purpose displayed on any single family or multi-family zoned lot shall be limited to a main body size of twelve (12) inches by eighteen (18) inches or less. There shall be no more than one such sign displayed on any single family or multi-family lot.

(b) Further, no signs free standing or otherwise, that are used by properly licensed builders or general contractors while constructing homes, multi family units, or commercial structures shall be displayed without the prior written approval from the Association. Any signs for actively utilized model homes or speculative homes shall also be approved by the Association.

(c) All signs shall be located so as not to obstruct any vehicle driver's view of the street, road or intersection.

(d) All sign locations shall be restricted to the front of the property and may not face any Waterway.

(e) The property owner, or owner's agent, shall maintain the approved sign in good working order and legibility including mowing any grassy area around the sign. Should the sign or the area around the sign not be maintained, and after written notice to the owner or owner's agent, the Association shall have the authority to enter on the lot and remove the non-maintained sign. All owners hereby consent to entry upon their Lot for such purpose and agree that same shall not be deemed a trespass.

Such action shall only occur after reasonable notice of at least five (5) days to the owner or the entity or person listed on the sign.

The Association shall, at its option, return the sign or hold it to be picked up by the owner or entity or person listed on the sign. Any sign not picked up within thirty (30) days shall be deemed abandoned and may be discarded by the Association without further notice.

ARTICLE 21. GARAGE OR LAWN SALES:

Garage or Lawn sales are not to exceed three (3) days duration and conducted no more than twice in each calendar year. Signs advertising such event shall only be placed on property approved by the Association and shall be removed at the conclusion of the sale.

ARTICLE 22. VEHICLES & PARKING:

(a) Vehicles are defined as, but not limited to, automobiles, pick-up trucks, vans, sport utility vehicles (SUV), trucks, tractor-trailer rigs, motor homes, trailer homes, campers, trailers, boats, motorcycles, all terrain vehicles (ATV), golf carts, recreational vehicles or other types of transportation devices that may be defined as vehicles at the sole discretion of the Association and without regard to any other definition established by any government authority or the manufacturer.

(b) Required parking of vehicles on driveways or in fully enclosed garages:

- i. A driveway is defined as a concrete surface that provides continuous access to a garage.
- ii. Automobiles, pick-up trucks, SUV's, vans, motorcycles and privately owned commercial vehicles less than 3/4 ton must be parked either on a driveway or in a fully enclosed garage.
- iii. All other vehicles must be parked in a fully enclosed garage.
- iv. The Association may adopt guidelines from time to time defining which other vehicles may be parked on a driveway.
- v. No vehicle may be parked on any lawn, road right of way, easement or vacant lot, except on a temporary basis, not to exceed 12 hours, and only for the necessary construction, repair or maintenance of an improved or vacant lot.

(c) Un-licensed and inoperable vehicles must be stored in a garage.

(d) Any vehicle repair and maintenance exceeding 3 hours in length must take place in a garage.

(e) No vehicle may be used as a domicile or residence even on a temporary basis.

ARTICLE 23. THREE (3) DAY VEHICLE PASS:

In order to alleviate any hardship upon any property owner, or occupant of the property, a pass may be issued by the Association allowing a vehicle to be parked in a driveway overnight for the convenience of loading or unloading a boat, motor home, camper or camper trailer. The pass may not exceed three days. This pass must be obtained in advance before any of the above is parked or placed on the property. A pass will be issued only to the occupant living in the property. Repeated violations or abuses may result in the suspension of the right to obtain any pass for a person, address or vehicle. No more than two passes in a thirty-day period will be issued.

ARTICLE 24. OWNERS' RESPONSIBILITIES:

All owners shall be responsible for any and all violations of this Declaration by their tenants, guests and by guest of the tenants.

(a) Each owner in the Subdivision shall be required to connect to a central sewage and water system at the time of construction.

(b) No individual wells shall be permitted on any Property.

(c) In the event it shall become necessary to enforce any or all of the terms of this Declaration in a court of competent jurisdiction, the prevailing party in such litigation shall be entitled to an award of all attorney fees and costs associated with such action including appeals.

ARTICLE 25. DURATION OF DECLARATION:

This DECLARATION shall continue in effect until terminated, amended, or abrogated.

ARTICLE 26. CONFLICT - INCONSISTENCY:

In the event of any conflict, inconsistency, or incongruity between the provisions of this Declaration and any provisions of the prior recorded Declaration, as heretofore amended, the provisions of this Declaration shall in all respects govern and control.

ARTICLE 27. COMPLIANCE:

Every owner, tenant and occupant shall comply with this Declaration as set forth herein and any and all changes from time to time that may be made by the Association.

ARTICLE 28. ENFORCEMENT:

(a) Enforcement: Failure of a member to comply with this Declaration shall be grounds for immediate action which may include without limitation, an action to recover sums due for damages, injunctive relief, imposition of fines, foreclosure of liens, or any combination thereof or other relief at law or in equity, and for recovery without limitation of all reasonable attorney's fees, costs and expenses expended by the Association, for pre-suit, trial and appellate level proceedings, post judgment enforcement, and any other matters in connection with enforcement of this Declaration, the By Laws, and all rules and regulations of the Association, including, but not limited to, rules adopted by the Architectural Review Committee including appellate fees and costs.

(b) Fines: In addition to all other remedies, a fine of up to \$100.00 per day may be imposed on a Member, or the Member's family, guests, invitees or employees to comply with these Declarations, upon fourteen (14) days written notice to identify the violation and that a fine will be imposed.

(c) Any fine imposed under this Article 28 shall constitute a lien upon the Property related to the violation and may be foreclosed in accordance with Florida law.

ARTICLE 29. SUBORDINATION OF THE LIEN:

The lien of the Assessments provided for in this Declaration shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, and secure indebtedness to an institutional lender. In the event that an

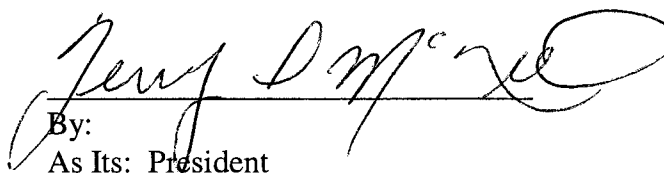
mortgage in favor of an institutional lender (which mortgage encumbers all or part of a lot or unit and was recorded prior to recordation by the applicable Association of a claim of lien) is foreclosed or title is transferred to said institutional lender by a deed in lieu of foreclosure, any purchaser at a foreclosure sale or the lender or its nominee through a deed in lieu or foreclosure, any purchaser at a foreclosure sale or the lender or its nominee through a deed in lieu or foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall not be liable for the payment of a prior Assessment , amounts, charges, costs, interest, fees or fine but shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure, or transfer or title pursuant to a deed in lieu of foreclosure.

ARTICLE 30. ASSOCIATION RIGHTS:

In any case not herein otherwise specifically provided for, where the Association shall be required, for the safety and betterment of the members hereof, the Association shall be allowed to expend money to correct any violation of this Declaration upon the failure or refusal of any owner whose duty it is hereunder to do, such expenditure shall be a charge against the lot or lots of such owner, and the Association may pursue such appropriate legal remedies, including the right to file a Lien to collect such expenditure.

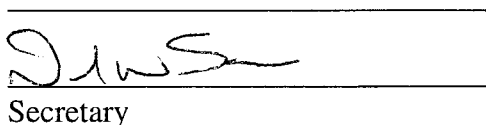
IN WITNESS WHEREOF the members of the Association have adopted this Amended and Restated Declaration of Restrictions for Rotonda Lakes Subdivision at a duly noticed and convened meeting of the Association by vote of no less than two-thirds (2/3) of the votes cast at that meeting.

ROTONDA LAKES CONSERVATION
ASSOCIATION, INC., a Florida corporation
not-for-profit


By:
As Its: President

ATTESTATION

I, David W. Sonne, as Secretary of Rotonda Lakes Conservation Association, Inc., a Florida corporation not-for-profit (the "Association"), hereby attest that the foregoing Amended and Restated Declaration of Restrictions for Rotonda Lakes Subdivision was considered at a duly noticed meeting of the Association convened on the 13th day of JULY, 2004 and that a majority of no less than two-thirds (2/3) of the members of the Association voted to adopt the same.


Secretary