

FILE 1307334 OR BK 02601 Pgs 0882 - 870: (9pgs) RECD 12/17/2004 07:23:50 AM BARBARA T. SCOTT, CLERK, CHARLOTTE CO REC 78.00

BURNT STORE VILLAGE PROPERTY OWNER'S ASSOCIATION, INC NOTICE PURSUANT TO FLORIDA STATUTE §712.05 PRESERVING RESTRICTIVE COVENANTS

BURNT STORE VILLAGE PROPERTY OWNER'S ASSOCIATION, INC., 16403 Becasse Drive, Punta Gorda, Florida 33955, hereby gives notice of its desire to preserve the Declaration of Restrictions (Punta Gorda Isles, Section 16) recorded in Official Record Book 338, Page 656, 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 297 to 357, Punta Gorda Isles, Section 16, according to the Plat thereof as recorded in Plat Book 8, Pages 27-A through 27-O of the Public Records of Charlotte County, Florida.

Burnt Store Village 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, and by a vote of at least two-thirds (2/3) of the members of the Board of Directors at a meeting noticed in accordance with Fla. Stat. § 713.05.

Dated this 31st day of October, 2003.

BURNT STORE VILLAGE PROPERTY OWNER'S ASSOCIATION, INC.

By: [Signature]
NEAL BURNS, President

[Signature]
First Witness
[Signature]
Second Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 31 day of Oct, 2003, by Neal Burns, President of Burnt Store Village Property Owner's Association, Inc., a corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public - State of Florida

Name Typed, Printed or Stamped

Serial Number, if any

This document was prepared by and should be returned to: David A. Holmes, Farr Law Firm, 99 Nesbit St., Punta Gorda, FL 33950

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[Handwritten initials] ★

IMAGED IN PG

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DECLARATION OF RESTRICTIONS
Punta Gorda Isles Section 16

BOOK 338 PAGE 658

WHEREAS, Punta Gorda Isles, 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 297 to 357, Punta Gorda Isles, Section 16, according to the Plat thereof as recorded in Plat Book 8, Pages 27-A thru 27-O, 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 be set forth herewith:

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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 16, 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 on 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.

Amended Declaration of Restrictions
For Satisfaction of this Mortgage see Book 343

Page 28

Dated this 9th day of Sept. A.D. 1970

J. L. Lawrence
By *Laura Sidors* Clerk Circuit Court

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CLERK OF CIRCUIT COURT
CHARLOTTE COUNTY, FLORIDA

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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.

Book 2601 Page 865

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 1,000 square feet of living area shall be erected on any lot without the express written consent of the Grantor.

SET BACK REQUIREMENTS

<u>Front</u>	<u>Back</u>	<u>Sides</u>
25 feet	15 feet	7-1/2 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 set-back lines as approved.

8. LOCATION OF GARAGES AND PARKING.

No garage or car port 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 these 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 abovementioned lots and ten feet (10') along the rear lot lines of the abovementioned 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 aforescribed 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 sidewalls and roofs. The color of the paint shall not be changed without the written consent of the Grantor.

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

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.

The applicant, purchaser, optionee, lessee, or grantee, whichever the case may be, does hereby subscribe for the use of the sewage system which may be installed for the benefit of the aforesaid lands and does hereby covenant and agree to pay unto a governmental authority or such company or persons as the Grantor may direct a reasonable initial service availability charge and fee for each lot being purchased or leased by the applicant, purchaser, optionee, lessee or grantee, whichever the case may be, promptly upon the posting of a performance or completion bond with the proper and applicable governmental authorities for the installation of the sewage system or upon signing of a contract for the installation of the sewer system. 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. Upon the payment of the above service availability charge, the applicant, purchaser, optionee, lessee or grantee, or his assigns or successors in title shall be vested with the right to use the said sewage system subject of the payment of the rates as approved by the utilities operating company or the applicable governmental authority. In the event that the sewage system ties into a municipally or County owned sewage system or sewage system owned by another governmental authority or a sewage system owned by a properly constituted and franchised private company, the applicant, purchaser, optionee, lessee, or grantee agrees to pay a periodic sewerage charge as may be set by governmental authority or by the private company operating the sewage system. Said periodic charge shall commence when the applicant, purchaser, optionee, lessee, or grantee connects onto the sewage system or upon the completion of the building(s) on the subject lands whichever occurs first. The aforesaid charge may be changed or altered from time to time by appropriate governmental action or, in the case of the private company, by appropriate action. 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 these restrictions, for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to completing any dredging, filling, grading, or installation of drainage, water lines or sewer lines.

These reserved rights in the Grantor shall also apply to any additional improvements which the Grantor has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications or any other improvements including the park which lies contiguous to the rear lot lines of the abovementioned lots. 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 -- Park. (Pedestrian Walkways, Private Easements, Private Walkways, and Private Park Areas).

Adjacent to the rear and, in some cases, the side lot lines of the aforescribed lots is an area on the record plat marked Pedestrian Walkway, Private Easement, Private Walkway, and Private Park Area, which shall hereinafter in these Declaration of Restrictions 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, 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 this "Common Property" and it is understood that the undivided interest in the "Common Property" 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 in 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 to and egress from their lots over and through the Common Property, in common with all persons owning an interest in any lot in the aforesaid plat.

Anything to the contrary aforesaid notwithstanding, the Grantor reserves unto himself or his nominees the right and privilege to dig wells, install waterlines, and other underground utilities within the Common Property and to maintain the same, utilizing the appropriate equipment to do so.

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, and transportation devices, in addition to walking, shall be limited to bicycles, horses, golf carts approved by Grantor of 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, barbeque 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 park, and actions of the maintenance personnel appropriate to the development and maintenance of the park.

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

L.S. 137-0000

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 in 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 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. If such an association is not formed for any reason, then Grantor shall have the right to continue to perform the maintenance on the 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.

22. PROHIBITION AGAINST DIGGING WATER WELLS.

On all of the aforementioned lots and on all Common Property the digging or drilling of waterwells 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 lot 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.

Violations or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantor, or by virtue of any judicial proceeding, shall give the Grantor, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. In addition to the foregoing, the Grantor shall have the right, wherever there shall have been built on any 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. ANNEXATION.

The applicant, purchaser, optionee, lessee, or grantee, or his assigns or successors in title, whichever the case may be, agrees and covenants that this property may hereinafter be taken into the City of Punta Gorda, Florida, as a part thereof, or upon action initiated by the Grantor that this property may hereinafter be taken into or form a part of a new city as yet unnamed.

27. 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 where by PUNTA GORDA ISLES, INC., has caused these presents to be signed in its name by its Vice President and its corporate seal affixed, attested by its Secretary, this 2nd day of July, A.D. 1970.

PUNTA GORDA ISLES, INC.



By: [Signature]
Vice President

ATTEST: [Signature]
Secretary

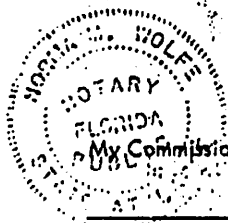
Signed/sealed and delivered in presence of:

[Signature] Witness
[Signature] Witness

STATE OF FLORIDA)
COUNTY OF CHARLOTTE)

I Hereby Certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Robert J. Barbee and Alfred M. Johns, to me well known to be respectively Vice President and Secretary of Punta Gorda Isles, Inc., who executed the foregoing Declaration of Restrictions, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Punta Gorda, County of Charlotte, and State of Florida, this 2nd day of July, A.D. 1970.



[Signature]
Notary Public, State of Florida

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