

Review of Amended and Restated Declaration of Restrictions

(Recorded 4/15/2008)

- A. Changes made – The following items have been changed in the restrictions of the BSVHOA. The changes were voted on and approved during the General Membership meeting on February 3, 2007.
- a. Pg. 8, 8 **LAWNS, DRIVEWAYS, AND SIDEWALKS.** States that villa driveways are the responsibility of the BSVHOA.
 - b. Pg. 9, 19 **REAL ESTATE SIGNS.** Allows of the display of a villa rental sign in addition to the “sale” sign.
 - c. Pg. 9, 19 (a) **FOR SALE OR RENT SIGNS.** Further defines that the standard City of Punta Gorda for sale or rental sign be used.

(Recorded 4/3/2012)

- B. Changes made – The following items have been changed in the restrictions of the BSVHOA. The changes were voted on and approved during the General Membership meeting on February 25, 2012.
- a. Pg. 10, 24 **RENTAL OR LEASING.** Defines a fee for consideration of lease applicants.
 - b. Pg. 12 **A NEW SECTION 34. OWNERSHIP BY CORPORATIONS, PARTNERSHIPS OR TRUSTS.** Defines ownership.

(Recorded 12/11/2018)

- C. Changes Made – The following items have been changed in the restrictions of the BSVHOA. The changes were voted on and approved during the General Membership meeting on February 22, 2016.
- a. Pg. 7 Article VI.3 **ROOF MATERIAL.** Allows the use of metal roofing of similar color and form to existing tile.

(Recorded 11/21/2019)

- D. Changes Made – The following items have been changed in the restrictions of the BSVHOA. The changes were voted on and approved during the General Membership meeting on November 13, 2019.
- a. Pg. 9. Article 6 **A NEW SECTION 14a.** Homeowners shall repair, replace, or otherwise maintain the walls, windows, window screens, roofs, gutters and downspouts, doors, foundations, and walkways. Exteriors of all structures should be clean, free of mold and mildew, and painted. Fences and decorative beams should be clean, painted and in good condition with no warped or missing boards/ beams.

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
OF
BURNT STORE: VILLAS

NOTE: Substantial rewording of Declaration of Restrictions . See existing Declaration of Restrictions as recorded at O.R. Book 723, page 1451, et seq., in the Public Records of Charlotte County, Florida (hereinafter referred to as "Original Declaration") for original text and all amendments thereto.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

1. **"Declarant"** shall mean and refer to Burnt Store Villas Homeowner's Association, inc., or, commonly known as "Burnt Store Villas", its successors or assigns.
2. **"Declaration"** shall mean this Amended and Restated Declaration of Restrictions, which shall be the same Declaration of Restrictions referred to in the Articles of Incorporation and Bylaws of Burnt Store Villas Homeowner's Association, Inc., or, commonly known as "Burnt Store Villas."
3. **"Burnt Store Villas"** shall mean and refer to all of the property commonly known or referred to as Burnt Store Villas.
4. **"Property"** shall mean and refer to any villa or other parcels located in Burnt Store Villas as described in Article II hereof, including all improvements located thereon, and such other villas or parcels submitted to the terms and provisions hereof .
5. **"Lot"** shall mean and refer to any numbered villa as reflected on the plat of Burnt Store Villas as described in Article II hereof, including all improvements located thereon.
6. **"Owner"** shall mean and refer to the record owner, whether one or more parties, corporations or other legal entities, of the fee simple title to property in Burnt Store Villas as described in Article II hereof.
7. **"Common Area"** shall mean and refer to any real property including lakes located within the platted area of Burnt Store Villas, which is not privately owned and designated on the plat as a private villa. "Common Area" shall also be defined as any additional area, which may be deeded to the association, or dedicated to the City of Punta Gorda, for the common use and enjoyment of all property owners in Burnt Store Villas.
8. **"Association"** shall mean and refer to Burnt Store Villas Homeowner's Association, Inc., a Florida Corporation not-for-profit, which corporation has been formed for the primary purpose of owning, improving, maintaining and managing the Common and Public areas and also for the purpose of enforcing these Restrictions, and improving and maintaining the waterways, canals and other open spaces, and to provide services as beneficial to the members. The term association as used below may also refer to the designated executive arm of the Association, the Board of Directors.



9. **"Private Roads"** shall mean and refer to those roads that are common to Burnt Store Villas, which roads are to be maintained by the Association.

10. **"Open Space"** shall be defined as that portion of the "common area" remaining in an unimproved state either as meadow, forest, lake bank or lake, including access routes thereto.

11. **"Structure"** shall mean any manufactured or artificial improvement built or placed upon the ground, but not live plantings or lawn furniture.

12. **"Variance"** shall be defined as an exception or relaxation to an otherwise prohibited land use or restrictive regulation. Said exception shall only be granted in accordance with the applicable policy adopted by the Board of Directors and when consistent with the applicable policy adopted by the Board of Directors and when consistent with the general policy set out in Article IV below.

13. **"Architectural Construction Permit"** shall be defined as a grant of approval by the Board of any structure or improvement which is to be erected within the Burnt Store Villas subdivision.

14. **"Plans and Specifications"** shall mean architectural plans, elevations, building specifications, building location on the villa, landscape plans, and complete listing of all building materials.

15. **"Drainage System"** shall mean the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

16. **"Day or Days"** shall mean and refer to calendar days unless otherwise specified.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property owned by Declarant which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in the City of Punta Gorda, Charlotte County, Florida, and described as follows:

A portion of Section 29, Township 41 South, Range 23 East, in the City of Punta Gorda and County of Charlotte, Florida, being more particularly described as follows:

Commencing at the Eastmost corner of Lot 1, Block 285 of Punta Gorda Isles, Section 15 as recorded in Plat Book 8 at Page 20-A of the Public Records of Charlotte County, Florida, Run S 03°25'09" W, 289.66 feet: thence S 51°48'49"W, 66.83 feet: thence S 45°02'39"W, 190.38 feet to the point of beginning. Thence from said point of beginning, S 59°38'22"E, 86 feet more or less to the meanders of the northerly bank of south branch of Alligator Creek: thence southwesterly along said meanders 1235 feet more or less: said meanders being traversed for the purpose of computation as follows: S 22°3'30"W, 100.46 feet: S01°27'01"W, 79.02 feet S 77°47'58"W, 37.06 feet: S

35°54'35"W 71.61 feet: S15°12'09"W, 286.01 feet: S26°3'29"W, 169.67 feet: S 39°44'00"W, 200.00 feet: S50°22'30"W, 120.00 feet: and S41°17'30"W, 175 feet to a point bearing N83°36'50"E, 183.22 feet from the south end of the centerline of Monaco Drive as shown on said plat: thence leaving said meanders, run N 48°43'20"W, 162.44 feet; N 14°19'30"E, 451.86 feet; N 18°44'25"E, 102.00 feet, N 26°17'33"E, 121.40 feet; N 49°19'12"E, 135.80 feet; and N 56°33'40"E, 421.50 feet to the point of beginning. Containing 7.712 acres, more or less.

ARTICLE III REQUIRED MEMBERSHIP IN BURNT STORE VILLAS

Burnt Store Villas is a planned residential community with certain areas being set aside as subdivision housing.

In order to establish, protect and preserve the quality of the development, all property owners at Burnt Store Villas shall be required to become members of the Association and to maintain such membership in good standing. Furthermore, membership of each and every property owner in Burnt Store Villas in the Association, is hereby stated and recognized to be a necessary and essential part of the orderly maintenance of Burnt Store Villas as a planned community. Therefore, all property owners in Burnt Store Villas and purchasers of future developed property which may hereafter be submitted to the provisions hereof shall automatically be members of the Association and are required to maintain such membership in good standing.

ARTICLE IV MAINTENANCE COVENANTS

1. **General Policy.** The policy envisioned in adopting these restrictions and that which is to be used in interpretation and enforcement thereof is as follows: the foremost consideration in applying these Covenants and Restrictions is the health and safety of the Property Owners in Burnt Store Villas, their families, guests and invitees. Additionally, these Covenants and Restrictions are designed to preserve property values, to protect the natural aesthetic qualities of the community, and to promote the mutual harmony of all residents therein. The Board of Directors is hereby authorized to develop and promulgate reasonable policies, assessments (which shall mean and refer to annual fees or any special assessment) and annual budgets necessary for the maintenance and improvement of the Burnt Store Villas development.

2. **Open Space and Easements.** In connection with the Burnt Store Villas development, certain land areas referred to as "common areas", may be designated by the Association as open space. The open space so designated shall remain free from structural encroachment or physical alteration, and in so far as possible, remain unaltered in its natural state. Where there are open space lakes created by the Developer, said lakes are also to remain essentially in the same state as existed at the time this subdivision was created. Access points or easements across common areas are for the benefit of the villa incorporated by reference herein. Access to open space areas is specifically not granted across, or encroaching on, any private Villa herein. Non-exclusive easements for City ingress and egress may have been or may hereafter be granted to the City of Punta Gorda. Such City easements are intended solely to facilitate the required maintenance or other public service provided by the City and shall not be construed as a grant of general access to the public-at-large but shall be utilized by the Association and its members.

3. **Security.** In order to preserve the security and privacy of the homeowners in the Burnt Store Villas development, the Board of Directors is authorized by the Association to establish a security program. Such program may be run jointly with the BURNT STORE VILLAS HOMEOWNER'S ASSOCIATION, INC. Such security program shall be used to control access to the Burnt Store Villas development.

4. **Responsibility of Association.** The Association shall be responsible for enforcing the Restrictions herein contained and for maintaining the common areas, unless otherwise provided herein. The Association shall also provide supplemental maintenance on all lands and easements dedicated to the City of Punta Gorda. It is the responsibility of the Association to operate and maintain the Drainage System, and the cost of such operation and maintenance shall be a part of the annual budget of the Association.

5. **Assessments/Annual Fees.** The Association shall generally assess the Owner of each Villa equally for the expenses necessary to manage, maintain, administer and carry out the responsibilities and duties of the Association. However, Burnt Store Villas shall be assessed additional amounts for the maintenance and preservation of the street lights, including associated electricity costs. The Board of Directors may levy special assessments when necessary to fulfill the obligations set out herein.

6. **Lien for Unpaid Assessment.** Assessments/annual fees and any special assessment not paid within forty-five (45) days of the due date shall bear interest at the highest rate permitted by law. The Association shall have a lien for all delinquent assessments/annual fees and special assessments, which shall include interest, reasonable attorney's fees and court costs incident to the collection of same.

**ARTICLE V
ARCHITECTURAL CONTROL AND APPROVAL OF STRUCTURES**

1. General Policy:

No structure of any kind shall be commenced, erected, placed, or maintained upon any Villa within the Burnt Store Villas development; nor shall any addition or alteration thereof be made, unless and until the plans, specifications and location of the same shall have been submitted in duplicate to, and approved **IN WRITING BY** the Board of Directors. All plans and specifications shall be evaluated as to their conformity with the general policies and specific architectural criteria set out herein. However, refusal to approve plans, specifications or location by the Board shall be within the sole discretion of the Board and may be based solely on aesthetic grounds. The Board of Directors shall have the authority to adopt policies to effect such architectural control. Further, the Board shall have the right to waive the provisions of this Section A of Article V should two-thirds (2/3rds) of the entire membership choose to do so.

2. Specific Prohibitions:

Structures that are expressly prohibited include, but are not necessarily limited to, the following:

- a. Outdoor clothes lines.
- b. Temporary structures (other than those necessary and approved during home construction. Such temporary construction structures shall be

removed promptly upon completion of the home and not later than 6 months after commencement of the construction of such home).

- c. Trailers, house trailers and motor/mobile homes.
- d. Tool Sheds.
- e. Treehouses.
- f. Satellite television or other television or radio antennae in excess of one meter in diameter.
- g. Chain link fences.
- h. Above-ground, or temporary swimming pools.
- i. Window boxes.
- J. Portable storage units ("pods") and similar structures except for natural disasters.
- k. Window air-conditioner units except for medical conditions.
- l. Gated driveways.
- m. Playsets.
- n. Dog houses.
- o. Trampolines with properly screened landscaping approved by the Board of Directors.

3. **Special Exceptions:** Structures permitted in accordance with Board promulgated policy and guidelines and **WITH THE EXPRESS, WRITTEN CONSENT OF THE BOARD OF DIRECTORS** as herein provided, include the following:

- a. Solar energy devices.
- b. Portable basketball backboards that are not attached to a residence.
- c. Outdoor fireplaces and barbecue grills properly screened with landscaping approved by the Board of Directors.

4. **Specifically Permissible:** Structures that are typically permitted **UPON WRITTEN APPLICATION TO, AND WRITTEN APPROVAL OF, THE BOARD OF DIRECTORS** include:

- a. Dwellings/Residences, and additions thereto.
- b. Fences and walls not exceeding four (4) feet in height.
- c. {n ground swimming pools.

- d. Screen enclosures.
- e. Patios.
- f. Water or sewer lines.
- g. Drains.
- h. Mailboxes in accordance with the guidelines promulgated by the Board of Directors.
- i. Outdoor lighting fixtures.
- j. Driveways.

5. Permitting Requirements.

a. **Permits.** No permit shall be obtained until the drawings and specifications for the construction have been approved as provided by policy adopted by the Board of Directors. At the time plans, drawings and specifications are approved, and the architectural permit issued, the permit must be posted in a conspicuous manner on the property being improved. It shall be the responsibility of the applicant for a permit to notify the Board of Directors, in writing, of any proposed structure which does not conform to the restrictions set out herein; and to make written application for a variance simultaneously with submission of the drawings and specifications.

b. **Fees.** A schedule of reasonable fees for processing requests for building plan approval may, be adopted by the Association, such fees, if any, shall be payable to the Association, in cash, at the time the plans and specifications are submitted.

c. **Approval.** The Association shall approve or reject submitted plans and specifications of proposed structures listed in paragraphs C and D above within a reasonable period of time following receipt of said plans and specifications by the Board of Directors. For the purposes of this section, "reasonable period of time" shall mean within sixty (60) days, except in cases of an emergency. No unapproved building or other structure shall be erected or remain on any villa which violates any of the covenants or restrictions herein contained or which is contrary to Paragraph B above. The Association shall have the right to enter upon any Villa to perform required maintenance or to remove any unauthorized or unapproved structures placed thereon. In such event, the entry shall not be deemed a trespass and the cost of such maintenance and/or removal (including any attorney's fees) shall be charged against the offending homeowner and may become a lien against the Villa if not paid. The Association may foreclose upon such lien in the same manner as it does with delinquent assessments/fees described in detail herein.

d. **Construction Requirements** All Villa Owners must complete any construction on the villa within TWELVE (12) months of the issuance of the original building permit. In order to attempt to insure completion of construction within this time limit, houses must be constructed by a residential contractor licensed to do business in Charlotte County, Florida. The requirements of this paragraph may be waived by the Association, but must be so waived in writing at the time the drawings and specifications are approved. The Association may make the granting of a waiver conditional upon the villa owner providing to the Association a

surety bond, in form, acceptable to the Board of Directors in an amount equal to ONE HUNDRED TEN PERCENT (110%) of the estimated cost of construction, as certified by an architect licensed in the State of Florida, guaranteeing completion of construction as required herein. Failure to comply with the provisions of this paragraph may result in the Board's retraction of approval of the architectural permit.

e. **Construction Debris.** During the period of construction, a garbage dumpster shall be maintained on the property for construction debris. Failure to maintain and regularly clean such dumpster shall result in a revocation of the architectural construction permit, and the imposition of a lien in such amount as is necessary for the Association to clear and remove such debris.

ARTICLE VI IMPROVEMENT RESTRICTIONS

1. **Use Requirements.** Except as hereinafter provided, no villa or parcel shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any villa other than one detached single family dwelling not to exceed THIRTY-FIVE (35) feet in height and a private garage for not more than two (2) cars, which garage shall be located between the street and residence and under a separate roof. An attachment to residence and breezeway or other decorative structures is permitted.

2. **Size and Design of Building.** All buildings are to be of a design and construction in keeping with those of the surrounding residential area. The main residence building to be erected on any villa shall have a living area of not less than 1500 square feet. Living area shall exclude all screened or open porches, breezeways, garages, utility areas, whether finished or unfinished.

3. **Roof Material.** Roofs and roof shingles must be constructed of cement tile, clay tile or slate. All proposed roof materials must be submitted to the Board of Directors for approval. No material may be used that is not approved by the Board of Directors. The Board has the sole discretion to approve or reject proposed roof materials and the decision may be based purely on aesthetic grounds. The proportion of roofs shall be consistent with the architectural style of the residence. A minimum pitch of 5/12 on all roofs is recommended.

All roof stacks, vents, flashings, and chimney caps shall be painted to match the approved roof colors. Roof stacks and vents shall be placed on rear slopes of the roof and shall not be visible from the street unless determined to be absolutely necessary.

Gutters and down-spouts shall be painted to blend with the approved exterior color scheme. Storm water flow must be directed to, and conform with, the approved drainage plan and requirements.

Solar water heating panels shall be reviewed on an individual basis and insofar as possible shall not be visible from the street.

4. **Exterior Paint.** All proposed paint colors **MUST BE SUBMITTED TO THE BOARD OF DIRECTORS FOR APPROVAL PRIOR TO PAINTING** any part of the exterior residence. The Board has the sole discretion to approve or reject proposed paint colors and the decision may be based purely on aesthetic grounds.

5. **Sidewall Material.** Cement block, where used, must be stuccoed, No other materials, including but not limited to, asbestos, plastic, aluminwn, asphaltic covering, or vinyl shall be used on exterior walls.
6. **Eaves.** Eaves on dwellings may overhang in accordance with the Building Regulations from time to time adopted by the City of Punta Gorda.
7. **Garages.** Each dwelling shall be constructed with an enclosed garage for a minimum of two (2) cars, with an automatic door. No garage shall be erected on any Villa prior to the construction of a dwelling. The garage shall be of the same kind of materials and construction as the dwelling, and shall conform to the architectural appearance of the dwelling. Carports shall not be permitted.
8. **Lawns, Driveways, and Sidewalks.** All lawns in front of a residence shall extend to the pavement line. For those villas with sidewalks, the Villa's Owner shall sod the area between the sidewalk and the street pavement and maintain such area at a high level of maintenance. No gravel or blacktop driveways are permitted. No paved parking strips are allowed. All driveways from the garage to the street pavement shall be constructed of concrete, a minimum of 4 inches in thickness, with trowel and broom finish or other appropriate finish. Driveways are the responsibility of BSHOA. Each Villa Owner is responsible for the repair and maintenance of the sidewalk immediately adjacent to their Villa in accordance with local government regulations and standards. In the event a Villa Owner fails to repair and maintain the sidewalk adjacent to the Villa, the Association shall have the right to make such repairs it deems necessary and add the cost of such repairs to the responsible Villa Owner's next maintenance assessment or special assessment.
9. **No Re-subdivision.** No villa or group of villas shall be re-subdivided, except, however, an owner of more than one adjoining villa may sell part of one villa to the owner of the adjoining villa, but by so doing, the fractions of the re-subdivided villa will then become part of the adjoining villas and must be conveyed thereafter with adjoining villa as one villa. Sale of property does not alter the set back requirements applicable to the newly created villa.
10. **Swimming Pools.** Swimming pools (in ground) and screened or enclosed structures may be constructed on any Villa contiguous to a dwelling **WITH THE WRITTEN APPROVAL OF THE BOARD OF DIRECTORS AND** in compliance with City of Punta Gorda Building Regulations and the set-back requirements herein. No above ground or non-permanent type pools are allowed.
11. **Sanitary Facilities.** No outdoor toilets shall be erected or maintained, nor shall any septic tanks be installed on any Villa.
12. **Water System.** All buildings shall be connected to the water system of the franchised utility company, and shall be subject to installation fees, as well as charges for water consumed. No saline or regenerating solution from water softening equipment shall be discharged in any street right-of-way.
13. **Sewage System.** All buildings shall be connected to the sewer system of the franchised utility company and shall be subject to connection charges for making connection to thesewer system.

14. **Unightly Objects.** All garbage or trash containers, with the exception of trash containers required during the period of construction, referred to in Article V hereof, oil tanks, and bottled gas tanks on all Villas must be underground or placed behind walled areas so they shall not be visible from the adjoining properties. Garbage receptacles and recyclable containers shall be placed on the curb area outside of the residence no earlier than the afternoon of the day prior to collection. Garbage and recyclable receptacles shall be returned to the garage immediately after pick-up. Garbage and yard waste shall be collected in accordance with City of Punta Gorda Waste Collection Regulations. Air conditioner compressors, pool and spa pumps and filtering systems shall be similarly screened from view and buffered by a wall or shrubbery. No unsightly object or debris shall be permitted to remain on any villa or any lawn area of a developed villa. The Association, its successors or assigns, may enter upon said villa or villas and remove unsightly items or clear over-growth vegetation and charge the owner for such services, and such entry on the part of the Association, its designates, successors and assigns, shall not be deemed a trespass; non-payment of such charges shall allow the placement of a lien on said villa or villas. Liens may be placed by the Association on any villa when the owner has failed to comply with the terms of this subsection. The Association shall provide written notice 45 days in advance of such lien being recorded.

15. **Unlawful Use of Property.** No unlawful, improper or immoral use shall be made of any villa. The villa owner shall at all times keep his or her villa mowed and clear of weeds, debris and vegetation that may be either a health or fire hazard in the neighborhood, subject to policy adopted by the Board of Directors. Liens may be placed by the Association on any villa when the owner has failed to comply with the terms of this subsection. The Association shall provide written notice 45 days in advance of such lien being recorded.

16. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any villa nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

17. **Estate Sales.** Estate sales, yard sales, garage sales or similar activities are specifically prohibited within the Burnt Store Villas subdivision without written approval of the Board of Directors. The term "estate, yard or garage sales" shall include the sale or attempted sale of such items as vehicles, boats or other objects which are located outside of a given home and attached garage.

18. **Animals.** No animals, livestock or poultry of any kind shall be bred, raised or kept for commercial purposes on any Villa. Only house pets may be kept on any villa and only as long as they do not become a nuisance to other residents in the neighborhood. Pet owners shall assume full responsibility for all actions of their pets. Dogs must be restrained at all times when outside. Exposed excrement on villas, lawn areas or boulevards shall be considered a nuisance. Pet owners are required immediately to clear up and remove such pet excrement.

19. **Real Estate Signs.** Signs designed for any purpose other than for the sale of real estate are expressly prohibited.

(a) **"For Sale or Rent Signs** - One sign of standard form and design 6"x 8", that has been approved by the City of Punta Gorda may be used to advertise the sale or rental of a villa.

20. **Commercial/ Advertising Signs.** The use of flags, commercial signs, balloons or other similar advertising materials is strictly prohibited upon any Villa or portion of the Association Property.

21. **Mail Boxes.** All mailboxes and posts shall be of a general design and size as may be determined by the board of Directors. Any proposed change to the existing mailbox must be submitted in writing to the Board of Directors and approved in writing by the Board of Directors. All mailboxes must be maintained in good condition and repair. For the purposes of this section, good condition and repair shall mean and refer to cleaned, painted and free from mold, mildew and structural defects. Mailboxes and posts existing prior to the date of this amendment will be permitted to remain.

22. **Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements. The easement area of each villa, and all improvements in it, shall be maintained continuously by the owner of the villa, except for those improvements for which a public authority or utility company is responsible.

23. **No Professional or Business Uses.** The prohibition stated in Paragraph 1 of this Article shall be deemed to include a prohibition of use for a real estate brokerage business, insurance offices, professional offices, or other types of business. No business buildings may be erected on a Villa and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. No person may publicly advertise the address of a Villa as the address of any business. The use of a residence as a public lodging establishment shall be deemed a business or commercial use. This Section shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records on his property, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his property. Such uses are expressly declared customarily incident to residential use. This Section is, however, intended to prohibit commercial or business activity by an Owner or occupant of a residence which would noticeably change the residential ambiance of the neighborhood, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the neighborhood by persons making deliveries, pick-ups, employees or other business associates, or customers and clients.

24. **Rental or Leasing.** A villa shall not be leased or rented without the prior written approval of the Association. Should a villa owner wish to lease his villa, he or she shall furnish the Association with a copy of the proposed lease, the name of the proposed lessee, as well as the names of all proposed occupants and such other information the Board may reasonably require. The Board, in its discretion, may conduct a background investigation on any proposed lessee (or other occupant) in order to determine whether or not to approve of the lease or occupancy. Results of any such background investigation shall be kept confidential. Proposed lessees or other occupants may also be required to attend a screening interview before the Board of Directors. All owners must ensure that any approved lessee (as well as the lessee's family, guests and other occupants) will comply with the provisions of the Association's governing documents. Villa owners are responsible for the non-compliance of their lessees, tenants, guests and occupants. A villa owner shall not lease the Villa for a period of less than 3 months, except in a case of hardship as determined solely by the Board of Directors. The Board is authorized to promulgate other rules and regulations pertaining to the leasing and temporary occupancy of units by persons other than villa owners and/or the villa owners' immediate family.

25. Visible Parking or Storage. With the exception of family type, noncommercial vehicles, no commercial vehicles, "dual tired axles", vans, buses, motorcycles, mopeds, campers, recreational vehicles, limousines, mobile homes, motor homes, boats or trailers of any kind shall be permitted to be parked or stored at any time on any Villa **EXCEPT IN THE CONFINES OF A CLOSED GARAGE.** Parking is permitted only upon paved driveways or in the garage. **OVERNIGHT PARKING ON THE STREET IS PROHIBITED.** No Owner may park any vehicle upon the grass or swale. Stored vehicles, vehicles with expired tags or no tags and vehicles not owned by or registered to a Villa Owner are prohibited **UNLESS IN THE CONFINES OF A CLOSED GARAGE.** Owners shall be responsible for compliance with this provision by their family, tenants, guests and invitees. This provision shall not apply to the temporary parking of commercial vehicles used to furnish commercial services, construction or deliveries to a Villa provided, however, that such commercial vehicles must actually be engaged in the performance of services while parked upon a Villa. The following **DEFINITIONS** shall apply for purposes of this section:

"Van" means step-vans of any size or weight, panel trucks or vans of any size or weight and any vehicle designated as a van by the manufacturer. "Van" shall include vehicles without side or rear windows, or rear passenger seats. "Van" shall exclude passenger minivans currently marketed under the following manufacturer's nameplates: Dodge Caravan, Plymouth Voyager, Chevrolet Astra, Ford Windstar, Toyota Previa, and all other vehicles of similar design. Vehicles with elongated, extra long or longer than standard bodies or lengths are prohibited.

"Commercial Vehicle" means all vehicles of every kind whatsoever, the use of which are primarily for business and which from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use; or which contain tools, tool boxes or equipment transported in the vehicle incidental to any business; or which lack rear seats, rear or side windows.

"Camper" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of providing temporary living quarters or storage of personal property or equipment for camping, recreation or travel.

"Mobile Home" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent or temporary dwelling.

"Motor Home" means any vehicles which are self-propelled and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall also be considered motor homes.

"Boat" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

"Trailer" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

26. Trees. In order to protect the wooded homesite environment, **TREES MAY NOT BE REMOVED UNLESS A PERMIT IS OBTAINED IN WRITING FROM THE ASSOCIATION AND CITY.** No trees may be removed from the common areas unless it is required by reason of

hazard or disease and then only by the approval of the Association and the City of Punta Gorda. Dead, diseased or unstable trees may be removed from the Villa without obtaining permission from the Association. Villa Owners must uniformly trim and prune trees upon their Villas so as not to overhang sidewalks, walkways, driveways or obstruct pedestrian and vehicular views of intersections.

27. Burning. No outdoor burning will be allowed, and all leaves, trash, etc. must be carted to a legal dumping ground or containerized for central pickup.

28. Underground Utilities and Antennae. All utility lines and lead-in wires, cable TV lines, including, but not limited to, electrical lines and telephone lines, located within the confines of any villa or villas, shall be located underground, provided nothing herein contained shall prevent an above ground temporary power line to a residence during period of construction.

Except as specifically provided by the Federal Communications Committee, there shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of a dwelling house, exterior portion of a dwelling house necessarily includes the villa itself, nor shall any such antenna be maintained inside a dwelling house if it emanates or creates radio or television reception interference with any neighboring dwelling house.

29. Open Space. All areas set aside as open space for the development are to remain in their natural and undisturbed state, except for the planting of native vegetation, or removal, repair or replacement of damaged trees or other growth, all of which must be done at the direction of the Association.

30. Use of Common Areas. No dumping of any kind, whether vegetative or nonvegetative matter, shall be permitted on open space of the common areas. No motorized vehicles, other than emergency or maintenance vehicles, with the exception of golf carts driven by "homeowner golfers." Use of open space or common areas shall be restricted to homeowners, their families and guests. However use of such open space or common areas shall not be made in such a manner as to trespass, or to create a nuisance, or to invade the privacy of the adjacent homeowners.

31. Regulations Governing Construction. The Board of Directors by a majority vote of its membership may from time to time issue such reasonable regulations as it may deem to be in the best interest of the community to control such things as traffic flow, work hours, signage and the like and it shall have the power to enforce such regulations.

32. Commercial Use. The subdivision shall be occupied and used only as follows:

Each Villa shall be used as a residence for a single family and for no other purpose.

The business use of a residence that shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which shows or tends to show commercial activity of a residence, including but not limited to, pick-up or delivery of supplies, materials, partially or completed goods, or any physical or tangible use which evidences any commercial activity whatsoever. Businesses not requiring visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein. Such businesses include home offices for professionals such as accountants, real estate agents,

attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises and which is conducted primarily through telephonic and electronic media.

33. Casualty. If all or any portion of a residential dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction or repair shall be undertaken as soon as reasonably possible, and in any event within six (6) months after damage occurs, and such work shall be completed within twelve (12) months after the damage occurs. The Board may provide shorter or longer time periods for commencement of the work, based upon the specific circumstances.

Owners shall maintain property and casualty insurance on their property in order to cover the replacement cost of the improvements on their Villa. Proof of insurance coverage shall be provided to the Association upon request.

ARTICLE VII GENERAL PROVISIONS

1. **Remedies for Violation.** If the Owner of any property in Burnt Store Villas shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other property owner within Burnt Store Villas or for the Board of Directors or an appointed agent of the Board of Directors to prosecute and proceed at law or in equity against the person violating or attempting to violate any such covenant or restriction, either to restrain him from such violation and/or to recover damages therefore, or both. The prevailing party in any such legal proceedings brought to enforce these covenants and restrictions shall be entitled to recover his or her costs and reasonable attorney's fees up to and including all appeals. **IN ADDITION, THE ASSOCIATION MAY FINE ANY VILLA OWNER WHO FAILS TO COMPLY WITH THE COVENANTS AND RESTRICTIONS CONTAINED HEREIN.** No fine shall be levied unless the Villa Owner is notified of the violation by at least two (2) telephone calls and/or two (2) written communications. Thereafter, the Villa Owner will be given 14-days advance, written notice to appear before a violations or fining committee. The committee shall be composed of at least 3 Villa Owners who are not Board members or related to Board members. If the committee determines that no fine should be imposed, the Board cannot impose a fine. Fines shall accrue up to \$100.00 per day for each day a violation remains, up to a maximum fine of \$10,000.00. Unpaid fines shall become a lien against the Villa that may be foreclosed upon in the same manner as unpaid maintenance assessments/fees and special assessments.

2. **Term of Restriction.** These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of villas in the subdivision subsequently executed, and shall be binding on all parties and all persons claiming under such deeds and conveyances for a period of thirty years from the date of recording of the original Declaration of Restrictions of Burnt Store Villas after which time, such covenants and restrictions shall be automatically extended for successive periods of TEN (10) years, unless an instrument signed by a majority of the then owners of the villas has been recorded, agreeing to terminate or change same in whole or in part. A majority of the members in the Association may, at any time, amend the restrictions where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Home Loan Bank Board, or other similar governmental agency.

3. **Amendments.** This Declaration may be amended as follows:

By written consent of a majority of the voting membership of the Association after written notice of the text of such amendment and prospective ballot is provided to the entire membership. Notwithstanding the foregoing, any amendment which would affect the Drainage System, including the portions of the common areas which are a part of the Drainage System, must have the prior written approval of the Southwest Florida Water Management District and the City of Punta Gorda.

All amendments shall take effect when duly executed and recorded in the Public Records of Charlotte County, Florida and the City of Punta Gorda.

4. **Invalidation.** Invalidation of any one or more of these covenants and restrictions by Ju dg!:fl rltto r g?ur! order shall in no way effect any of the other provisions that shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name, and corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above. written.

WITNESSETH:

Lloyd G. Wilgus
LLOYD G. WILGUS

Burnt Store Villas
Homeowner's Associalkil

By:--aaJ.>tr J
Name and Title

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