

Amended
Restatement of Restrictions
for Rotonda West

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the original Declaration of Restrictions was recorded in Official Record Book 322, at Page 443, et. seq., of the Public Records of Charlotte County, Florida. That Declaration as it has previously been amended, is hereby further amended and is restated in its entirety

WHEREAS, Cape Cave Corporation reserved unto itself and its assigns the right to modify, amend, abrogate, add to or derogate from the covenants and restrictions;

WHEREAS, Rotonda West Association, Inc., formerly known as Rotonda West Waterway Maintenance Association (hereinafter referred to as AAssociation@) has requested this amendment and joins in this amendment; and

WHEREAS, the Association does not join in the removal of St. Andrews and the Core Area as hereafter defined from the property subject to these Restrictions but does not object thereto.

NOW THEREFORE, Cape Cave Corporation hereby amends the Restrictions and declares that the property described in Item 4, Rotonda West, is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens hereafter set forth.

The terms hereinafter used in this instrument shall be defined as follows:

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| Association | Rotonda West Association, Inc. |
| Grantor/Developer | Cape Cave Corporation, a Delaware corporation, its successors and/or assigns. |
| Owner | The person or persons, or any other legal entity holding the fee simple title to any residential or commercial lot/tract in the subdivision known as Rotonda West, Florida, more particularly described in Paragraph 4 hereof. |
| Lot/Tract | The parcels of land into which the property was divided as shown by the plat of the subdivision. |
| Structure | Any construction not otherwise specifically described and including but not limited to parts and additions to buildings, docks, sea walls, walls, fences and other enclosures, as well as walks and driveways. |
| Common Areas | Canal banks, green belts, and swales as shown on the plat of the subdivision, and such additional areas as may be accepted by Association whether within or outside the plat of the subdivision (Acceptance shall be by |

written instrument recorded in the Public Records of Charlotte County, Florida).

Architectural Review

Grantor/Developer may 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.

Section 1. PURPOSE:

The purpose of these Restrictions and Architectural Review is to produce an orderly and desirable community to protect and enhance property values in Rotonda West, Florida.

Section 2. NUMBER - 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

Section 3. THE ASSOCIATION:

Every owner of property in Rotonda West is placed on notice that there is in existence a not for profit corporation known as AThe Rotonda West Association, Inc@. All owners shall be bound by the provisions of the Articles of Incorporation, the By-Laws of said Association, and these Restrictions, as amended from time to time and recorded in the Public Records of Charlotte County, Florida.

Section 4. ROTONDA WEST:

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the sections of the Subdivisions of Rotonda West as shown in the Plats thereof as: Rotonda Pinehurst recorded in Plat Book number 8 at pages 12A through 12K; and Rotonda Pebble Beach recorded in Plat Book number 8, pages 13A through 13L; and Rotonda Oakland Hills recorded in Plat Book number 8, pages 15A through 15K and Plat Book number 10 at page 3; and Rotonda Pine Valley recorded in Plat Book number 8 pages 16A through 16K; and Rotonda White Marsh recorded in Plat Book number 8 pages 17A through 17L; and Rotonda Broadmoor recorded in Plat Book number 8 pages 18A through 18L; and Rotonda Long Meadow recorded in Plat Book number 8 pages 19A through 19K; in the Public Records of Charlotte County, Florida. Specifically excluded from this Declaration and released from the restrictions previously recorded concerning Rotonda West is the subdivision of Rotonda St. Andrews recorded in Plat Book number 8 pages 21A through 21L and the Core area, an un-designated parcel interior to Parade road.

Section 5. 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 Grantor/Developer or Association to the extent the Association has been assigned review rights. Refusal or approval of these plans and specifications by the Grantor/Developer or Association, may be based on any grounds, including purely aesthetic grounds.

(a) Grantor/Developer, in its sole discretion, has assigned its review of building plans and specifications and site plans to two architectural control committees: 1) New Construction Committee (NCC) and 2) Residential Modification Committee (RMC). The NCC shall be comprised of the Grantor/Developer and at its absolute discretion such other person, entity or people as Grantor/Developer chooses. The NCC shall review all new construction of every type and description and modification to all structures other than residential structures. The RMC shall be comprised of no less than three (3) members to be named by the Association. One (1) of the members shall be an active member of the Deed Restriction Committee. A majority shall constitute a quorum. A majority of the committee may designate a representative to act for it. The RMC shall review all modifications of every type to include residential structures actually used as residences and not structures used as model homes, or builder=s speculation houses or housing structures owned by the Grantor/Developer.

(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 Grantor/Developer or 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 of approval of plans and specifications by the Grantor/Developer or Association may be based on any grounds including purely aesthetic considerations in which Grantor/Developer or Association has sole and uncontrolled discretion.

(c) Construction specifications which the Grantor/Developer or 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 as the Grantor/Developer or Association in its sole discretion deems appropriate.

(d) Prior to approval of plans and specifications, the building contractor to be employed in the construction of the building and other structures must provide proof of license to the Grantor/Developer or Association. Such building contractor must be duly licensed to construct the proposed building and other structures.

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

(f) Grantor/Developer or 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 plans and specifications and site plan. Such inspections, if undertaken by the Grantor/Developer or Association, shall be solely for the purpose of determining that construction is in compliance with the approved plans and specifications, site plan and these deed restrictions.

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 Grantor/Developer or Association for deed restriction 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 which may be in contravention of the plans and specifications, the site plan or these restrictions, shall not prevent the Grantor/Developer or Association from enforcing these provisions.

(g) New construction plans and specifications and site plans and other drawings requiring approval pursuant to the foregoing restriction shall be submitted in writing and mailed by certified or registered United States mail, postage prepaid, to NCC, CAPE CAVE CORPORATION, 4005 Cape Haze Drive, Cape Haze, Florida 33947. Grantor/Developer or Association reserves the right to change the address from time to time. Residential modification plans and specifications, site plans and other drawings shall be submitted in writing as noted above to: RMC, ROTONDA WEST ASSOCIATION, INC., 3754 Cape Haze Drive, Rotonda West, FL 33947.

(h)) The Grantor/Developer or Association committee=s approval or disapproval shall be in writing. In the event the Grantor/Developer or Association committee, or its designated representative fails to approve or disapprove the plans and specifications and site plan within thirty (30) days after they have been in receipt of it, approval shall be deemed to have been given.

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

(j) 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 Grantor/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.

Section 6. CHARLOTTE COUNTY RULES AND REGULATIONS:

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

(a) Each home/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. This provision is a clarification of an existing restriction and shall be retroactive to and effective from the date of July 19, 1995, 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 Board of Directors 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, inter alia, home occupations, and 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.

Section 7. 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 NCC in the case of fences for new homes and the RMC in the case of alteration to existing fences or new fences for existing homes. All fence or wall construction, design, height, location, color and materials are subject to the guidelines as adopted from time to time by the Grantor/Developer or 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 Section 7.

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

Section 8. SHEDS:

No freestanding sheds, temporary storage units and or accessory buildings shall be erected or placed on any lot. Any sheds in existence as of July 19, 1995 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 which would change the size, shape, occupancy, character or use of a shed, unless such alteration conforms with these restrictions.

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

(c) If property is sold, shed must be removed.

Section 9. SQUARE FOOTAGE AND GARAGES

All single family residences or multi-family units constructed after the date of these amended restatement of restrictions within the single-family zoned areas of Rotonda West shall comply as follows:

(a) Single Family residences within the single-family or multi-family zoned areas of Rotonda West shall have no less than sixteen hundred (1600) square feet of living area. All single-family residences shall have a two car or more, fully enclosed garage measuring at least 400 square feet with a minimum 16 foot wide garage door, or two eight (8') foot wide doors.

(b) Residential multi-family zoned duplex units shall have a minimum living area of one thousand (1,000) 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.

(c) Residential multi-family zoned tri-plex units shall have a minimum living area of eight hundred (800') square feet per unit. Each tri-plex unit shall have a one car or more fully enclosed garage measuring at least two hundred (200') square feet with a minimum eight foot (8') wide garage door.

(d) Residential multi-family zoned buildings consisting of (four) 4 or more units shall have a minimum living area of eight hundred (800') 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 foot (8') wide garage door.

(e) All of the above square footage are exclusive of open porches, lanai=s and garages.

(f) Detached garages may be allowed on residential single family or multi-family zoned property. Approval shall be on a case by case basis according to the guidelines as adopted from time to time. Any such garage shall conform to the existing residential structure in roof pitch, roofing materials, exterior finish, size and exterior color and overall compatibility that is acceptable to the Grantor/Developer or the Association.

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

Section 10. SIDEWALKS

When needed in the high density multiple dwelling, commercial, and school areas, the Grantor/Developer at its sole discretion shall require lot owners, at the lot owners own expense, to construct sidewalks to County specifications along the right-of-way abutting respective lots and such construction will be required only in conjunction with construction of buildings on the respective lots. In the event a separation of not in excess of 400 feet shall occur between sections of sidewalk, Grantor/Developer may construct the same assessing the cost of construction to the abutting owners.

Section 11. ANTENNAS AND RECEPTION OR TRANSMISSION DEVICES

(a) Location and type of any outside antennas, poles, masts, towers or like devices used for reception or

transmission shall be first approved by the Association, except for TV antennas which extend less than eight (8') feet from the roof peak and one meter or less in diameter roof or wall mounted satellite dishes which are exempt.

(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 Board of Directors 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) Any 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:

(d1) Any such existing antenna may not be modified, altered, relocated or replaced without written approval from the RMC.

(d2) 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.

Section 12. 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 outside of a Residence. No pets shall be permitted to roam freely. The ability to keep pets is a privilege, not a right, and the Board of Directors 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. 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.

Section 13. 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 section 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 community.

Section 14. 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.

(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 Section 24 hereof.

Section 15. 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. This amendment is deemed a clarification of the existing restriction and is retroactive to the original date of recording the amendment to the Deed Restrictions that required site-screening which is July 19, 1995. This amendment will become effective upon being recorded in the Public Record of Charlotte County, Florida.

Section 16. 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 amendment will become effective upon being recorded in the Public Record of Charlotte County, Florida. Existing conditions prior to that date shall be permitted to remain existence provided that when such equipment is replaced or property is sold the conditions must be corrected to conform to this amendment.

Section 17 MAINTENANCE AND IMPROVEMENTS WITHIN CANAL AREA

When a lot which borders a canal is improved with a residence, it is the Property Owner's responsibility, to also finish grade, sod and mow the area between any property line and the waters edge of the canal; The sodding is required to prevent soil erosion without impairing maintenance access to the common area. The finished grade shall be in compliance with the RWA Publication GRADE FOR CANAL FRONT LOTS. RWA # A/CB100 or any subsequent publication which may be adopted or revised from time to time. The result will be a gentle slope extending from the edge of the canal to blend into the yard. This will enhance the view of the canal and significantly ease canal 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 canals within Rotonda West. No Property Owner shall improve, other than finish grading, and sodding, the canal bank area with structures, fences, planting or 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 canal area.

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

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

(a) Docks - Landing Platforms - Sea walls - Bulkheads: Docks, boat landing platforms without cover, and sea walls 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 canal bank) of 24 ft. and a width of 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.

Section 18. BOATS:

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 Rotonda West 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 Grantor/Developer nor the Association 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 water craft which shall sink or be partially submerged and inoperable in any waterway in Rotonda West 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 be assessed against any lot or lots in Rotonda West which may be owned by the owner of the boat or other water craft.

(b) All boats or other water craft using the waterways shall observe the "NO WAKE" restriction.

Section 19. Signs

The Rotonda West Association (RWA) is a deed restricted community that maintains a strict policy regarding Real Estate signs. The RWA regularly picks up non-conforming signs, which are set next to the dumpster at the community center located at 3754 Cape Haze Drive. Since vacant lots are mowed by the Association, it is recommended that signs be placed near a tree if possible to facilitate mowing and protect the sign.

The RWA appreciates that signs may represent a sizable investment to agents, and encourages awareness of these restrictions to protect the investment. For additional information please contact the RWA Deed Restriction office at 941-697-1780.

SIGNS:

1. Main body of sign shall be no larger than 12 inches by 18 inches or less.
2. One sign per lot and signs cannot face any lake, pond, canal or golf course.
3. The RWA and County ordinances prohibit the placement of any sign(s) on swales and road right-of-ways.
4. The sign must be kept clean and the area around the sign must be maintained.

Open house signs for the day of the Open House only and Realtor must call the Deed Restriction office for approval.

SIGN POSTS & FRAMES:

1. Sign post and frame shall be no higher than 42 inches.
2. Must be a neutral color, black or white.
3. No information allowed on the sign post and frames other than the information box.
4. Information box shall be tubular or rectangular.
5. Information box shall be attached to post or immediately adjacent to sign.

RIDERS:

1. Rider with name and telephone number only, allowed at top of the sign, but shall be attached below the cross arm of the sign post and frame. No more than two riders per sign.

2. Rider attached to bottom of sign stating only Sale Pending, Under Contract or Sold.
3. After property closing sign shall remain for no more than seven (7) days.
4. Riders shall be three (3) inches in height and shall not extend beyond the main body of sign.

CONTRACTOR'S SIGNS:

1. Signs for contractors shall be 12 inches by 18 inches.
2. Signs shall remain for no more than seven (7) days after completion of work.

Section 20. 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

Section 21 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) All vehicles, other than automobiles, pick-up trucks, SUV's, vans, motorcycles, privately owned commercial vehicles less than 3/4 ton or other vehicles as may be approved from time to time at the sole discretion of the Grantor/Developer or Association must be parked in a fully enclosed garage.

(c) No vehicle may be parked on any lawn, road right of way, easement or vacant lot, except:

(i) On a temporary basis, not to exceed 12 hours, and only for the necessary construction, repair or maintenance of an improved or vacant lot.

(d) Any vehicle not required to park in a garage must park on a driveway. A driveway is defined as a concrete surface that provides continuous access to a garage except for expanded driveways as herein provided.

(i) Existing single lane driveways leading to an existing one car garage in a single family residence may be expanded with a stone, shell or concrete driveway with the written approval of the RMC. All other driveways must be constructed of concrete.

(ii) At those home sites where a single car garage and a non-expanded single lane driveway co-exist, additional vehicles may only be parked in tandem, in a single lane wide strip on the front lawn immediately adjacent and parallel to the existing driveway.

(iii) At home sites with a two (2) car garage and/or two (2) car wide driveways, parking off the driveway is prohibited.

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

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

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

Section 22. 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.

Section 23. OWNERS' RESPONSIBILITIES:

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

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

(b) In the event it shall become necessary to enforce any or all of the terms of these Restrictions 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.

Section 24. ASSOCIATION MEMBERSHIP AND ASSESSMENTS:

Membership in Rotonda West Association, Inc., formerly Rotonda West Waterway Maintenance Association, Inc., shall be automatic and mandatory for owners of property in Rotonda West who are subject to these Restrictions. Membership shall be limited to those owners whose property is subject to Annual and Special Assessment. Annual charges and special assessments levied by the Association shall be used for maintenance of the Rotonda West waterway system, drainage system, the easement areas related to waterway and drainage purposes, enforcement of these Restrictions, maintenance of real and personal property owned by the Association and such other uses consistent with these Restrictions and the Articles of Incorporation and Bylaws of the Association. The Association shall have a lien securing all unpaid assessments, charges, costs, fines, fees and other amounts properly levied against the owner's Lot/property.

(a) All owners of property in Rotonda West as defined in Paragraph 4, herein agree, upon acceptance of the deed to their respective lots, whether or not it shall be so stated in the deed or other conveyance, to pay to the Association the assessments levied against their property. Assessments shall not be levied against any lot that cannot be developed.

(b) The Board of Directors may increase an annual assessment by not more than fifteen (15%) percent of the current calendar year's assessment. Any such proposed increase greater than the above must be approved by more than fifty (50%) percent of the members voting, in person or by absentee voting, at a special or regular membership meeting called for that purpose. The Board of Directors shall not be limited in decreasing any assessments.

(c) Notice shall be delivered or mailed by the Association to the lot owner, setting forth the annual and/or special assessment. All documents, correspondence and notices relating to the assessments shall be mailed to the address that appears on the books of the Association. Failure of a lot owner or unit owner to receive a statement for the assessments shall not relieve the owner of the obligation to pay the amount due by the due date. Requests for changes in the mailing address of property owners as shown on the books of the Association must be in writing. The lot owner shall have sixty (60) days from the billing date to pay the amount due.

(i) Any assessment payment not received within thirty (30) days after the due date shall be termed delinquent.

(ii) At the time an assessment becomes delinquent, an administrative fee of fifteen (\$15.00) per assessment will be added to the account.

(iii) At the time an assessment becomes delinquent, a notice of delinquency shall be mailed to the

owner by certified or registered return receipt mail which notice shall include the amount of the delinquent payment, the late charge, the cost of the certified or registered mail, and the total amount remaining unpaid.

(iv) If within Sixty (60) days of the delinquency date the account still remains delinquent, a list of the property(ies) in question and the name(s) of the owner(s) shall be turned over to the counsel for the Association, who shall cause lien(s) to be recorded and shall take other appropriate legal action.

(v) If a lien is placed on a property, interest at the rate of eighteen (18%percent) per annum will be calculated as of the date of the delinquency, and will be added to the Assessment and other charges.

(vi) The Association shall have the right to place a lien on the subject property for any unpaid assessments with interest and charges, fines, late fees, costs and for reasonable attorney=s fees incurred by the Association which are incident to the collection of the assessment or enforcement of the lien, and attendant fees incurred by the Association incident to the collection of the assessment. The lien shall be a continuing lien and shall secure assessments, charges, fines, costs, fees and interest accruing after the recording of the lien until all such amounts are paid in full.

Upon payment in full thereof, the Association shall execute a proper recordable Satisfaction of the Lien. The recorded Satisfaction of Lien shall be sent to the owner.

(d) Each annual and/or special assessment, and any interest thereon and reasonable court costs and legal fees expended in collection thereof, shall from the date it is due or expended constitute a Lien on the land with respect to which it is due, and shall also be the personal obligation of the owner of such property at the time such assessment fell due.

(e) The Association may take such action as it deems necessary to collect overdue annual and/or special assessments by personal action or by enforcing and foreclosing any Lien and it may negotiate disputed claims or Liens and settle or compromise claims. All payments received and not containing a restrictive endorsement or other similar purported limitation shall first be applied to interest, late fees, costs, attorney's fees, charges, fines and then to the oldest outstanding unpaid assessment. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose a Lien and to apply as a cash credit against its bid, all sums due it covered by the Lien foreclosed. In the case of such foreclosure, the lot owner shall be required to pay reasonable rent, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

(f) Any person who acquires an interest in a lot, except through foreclosure of an institutional first mortgage of record (or a deed in lieu thereof), including purchasers at judicial sales, shall not be entitled to occupancy of the lot until such time as all unpaid annual and/or special assessments due and owing as provided herein by the former lot owner have been paid in full.

(g) The Association shall have the right to assign its claim and Lien rights for the recovery of any unpaid annual and/or special assessments to any lot owner or group of lot owners or to any third party.

(h) The purchasers or lessees of Rotonda West Property by the acceptance of deeds or leases therefore, whether from Grantor/Developer or subsequent owners or lessees of such lots, shall become personally obligated to pay such annual and/or special assessment, including interest, as provided for herein, upon lots purchased by them, and if payment is not made as provided for herein, said annual and/or special assessments shall constitute a Lien on the lot as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such annual and/or special assessments, including interest thereon, and for the enforcement of the Liens securing same. Such right and power shall continue in the Association, and its assigns and such obligation is to run with the land so that the successors or owners of record of any portion of the Rotonda West property shall in turn become personally liable for the payment of such fees and interest which shall have become due during their ownership thereof.

(i) Grantor/Developer shall be obligated to pay the annual and/or special assessments to the Association for all lots Grantor/Developer owns which are subject to assessment.

(j) No owner or lessee of Rotonda West Property shall be excused from the payment of the annual and/or

special assessments provided for herein because of his or her failure to use any of the Rotonda West facilities to be maintained or improved.

(k) Reference herein to the annual and/or special assessments shall include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of any such annual and/or special assessments.

(l) Members of the Association shall be entitled to one (1) vote in the affairs of such Association for each lot held in title by said members. The Grantor/Developer shall have a total of one (1) vote.

Section 25. RIGHTS OF GRANTOR/DEVELOPER:

(a) Grantor/Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and the use of drains, sanitary storm sewers, water mains, electric and telephone lines and other utilities, and to give or grant a five foot right-of-way or easement therefore bordering any lot line.

(b) Rights of ingress and egress to the property for purposes of installing promised improvements are retained by the Grantor/Developer.

(c) The Grantor/Developer reserves the right to release in whole or in part any restriction or reservation hereunder. The Grantor/Developer further reserves the right to include in any contract or deed hereafter made any additional restrictive covenants not inconsistent with these herein contained.

(d) Any or all rights and reservations of the Grantor/Developer hereunder, including but not limited to the affirmative rights, may be transferred or assigned by the Grantor/Developer to the Association or similar corporate or non-corporate organization whose purpose it is to provide for the welfare of the residents of this subdivision.

(e) The Grantor/Developer may, in its sole discretion, modify, amend, abrogate, add to, or derogate from the covenants and restrictions herein provided. In the event Grantor/Developer shall transfer or assign all of the rights and reservations contained herein to the Association or other such organization as provided in 25 (d), then such right to modify, amend, abrogate, add to, or derogate from the covenants and restrictions herein shall also become vested in the assignee as transferee.

Section 26. COVENANTS - RESTRICTIONS:

The foregoing covenants and restrictions which shall run with the land and which shall be binding upon all owners, their heirs and assigns, shall be deemed for the benefit of all the lands in the Subdivision of Rotonda West and they shall be and remain in full force for fifty (50) years from the 1st day of January, 1970, at which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the owners of the lots of the Subdivision it is agreed to change them in whole or in part.

Section 27. DURATION OF DECLARATION:

This DECLARATION OF RESTRICTIONS shall continue in effect until terminated, amended, or abrogated. The covenants and restrictions herein shall also become vested in the assignee as transferee of the Grantor/Developer.

Section 28. WATERWAY DISTRICT:

In the event a waterway maintenance district or other method of providing waterway maintenance for Rotonda West is created or established, the Association shall survive the creation of the District.

Section 29. CONFLICT - INCONSISTENCY:

In the event of any conflict, inconsistency, or incongruity between the provisions of this Restatement and any provisions of the prior recorded Declaration of Restrictions, as heretofore amended, the provisions of

this Restatement shall in all respects govern and control.

Section 30. COMPLIANCE:

Every owner, tenant and occupant shall comply with these Restrictions and Covenants as set forth herein and any and all changes from time to time that may be made by the Grantor/Developer.

Section 31. DEED RESTRICTION ENFORCEMENT

All owners shall be responsible for any and all violations of these Restrictions by their tenants, guests and by guests of the tenants. Failure of a Member, or a member's guest, or a tenant's guest to comply with any Covenants and/or Deed Restrictions shall be grounds for immediate action. Such action will include without limitation an action to recover sums due for fines, damages, injunctive relief, or any combination thereof and for recovery of reasonable attorney's fees, including lien filing and other appellate fees and costs as provided by Florida Statute 720.305.

ENFORCEMENT PROCEDURES:

(a) **VIOLATION REPORT RECEIPT AND INITIAL INVESTIGATION:** The violation report will be recorded and investigated but no action is taken if it is deemed a casual violation. A "casual violation" is defined as a violation by a member that has no documented violations within the past six (6) months and that when the violation is re-investigated following the initial investigation has been corrected.

(b) **INITIAL VIOLATION NOTIFICATION:** Owner is notified in writing that a violation of Deed Restrictions exists. Owner is given ten (10) days to cure the violation. A copy of the letter is entered into the association data bank.

(c) **FINAL VIOLATION NOTIFICATION:** If the violation is not cured after ten (10) days of the issuance of this notification letter a second Certified letter will be sent informing the owner/violator that if the violation is not cured in seven (7) calendar days they shall be subject to a fine, suspension and/or legal action.

(d) **COMPLIANCE AND DEFAULT REMEDIES.** In addition to the remedies provided in elsewhere, the following shall apply:

(i) **Fines; Suspensions.** The Board of Directors may levy fines and/or suspensions against members, or members= tenants or guests, or both, who commit violations of Chapter 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine for a single violation exceed the maximum amount allowed by law (currently \$100 per single violation). A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$5,000.00 in the aggregate. Suspensions for the use of common area and facilities may also be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as provided in Sections (ii-iv) below.

(ii) **Notice.** The party against whom the fine and/or suspension is levied or imposed shall be given fourteen (14) days notice of the fine or suspension before either goes into effect (the "Effective Date"). The Notice shall include the following:

(1) A specific designation of the provisions of Chapter 720, Florida Statutes, the governing documents or the rules which have been violated.

(2) A short plain statement of the specific facts giving rise to the violation(s).

(3) The amounts of the fine and/or use rights of common areas or facilities suspended.

(4) The Effective Date of the fine or suspension which said date shall be at least fourteen (14) days from the date of Notice.

(5) Notice that the party may request a hearing before the Compliance Committee to review and approve or disapprove the fine. A party must request a hearing in writing and deliver the request before the Effective Date of the fine or suspension or the right to a hearing is deemed waived and the fine or suspension shall stand. Any request for a hearing shall not be deemed delivered until physically received. Hearing requests postmarked on or before the Effective Date but physically received after the Effective Date shall be deemed delivered late.

(iii) Hearing. If a party properly requests a hearing then reasonable notice of the hearing shall be given not less than fourteen (14) days before the hearing. The hearing notice shall include the date, time and location of the hearing, as well as items (1), (2), and (3) above. At the hearing the party against whom the fine and/or suspensions may be levied may be represented if he or she so chooses at his or her own expense and shall be afforded a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before the Compliance Committee as provided below. If the Compliance Committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the Compliance Committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy same.

(iv) Collection of Fines. Any fine not paid within thirty (30) days shall become a lien on the Lot or unit of the owner or member who owes the fine. Said lien may be foreclosed in the same manner as a lien for assessments as provided for in the Declaration. The fine shall also be a personal obligation of the person fined.

(e) Correction of Health and Safety Hazards. Any violations of the Association covenants, restrictions or rules which creates conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and cost thereof shall be charged to the Lot Owner.

(f) COMPLIANCE COMMITTEE

(i) Compliance Committee Formation. A Compliance Committee shall be formed of not more than fourteen (14) residents. These residents may not be officers, directors or employees of the association, or spouse, parent, child, brother or sister of an officer, director or employee or related to the owner/violator. Each Subdivision shall have one (1) representative and one (1) alternate. Five residents will generally sit on the committee at any given hearing, however, three (3) members will constitute a quorum. The resident who resides in the same subdivision as the violator will be excused to keep the hearing as objective as possible. The residents who compromise the Compliance Committee will be appointed by the RWA Board of Directors.

(ii) Compliance Committee Authority. The Compliance Committee appointed by the RWA Board of Directors will hear both the violator's concerns as well as concerns from the RWA Management. The Compliance Committee will have the authority to stipulate the "grace period" for curing the violations without fines. (No more than ten (10) days.) However, if the violation is not cured by the agreed the "grace period" time the fine will be retroactive to the date of the initial effective date of the fine.

Section 32. SUBORDINATION OF THE LIEN:

The lien of the Assessment 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 any 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.

Section 33. In any case not herein otherwise specifically provided for, where the Association shall be required, for the safety and betterment of the members hereof, to expend money to correct any violation of these restrictions 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.

Section 34. These Amended Restatement of Restrictions for Rotonda West are subject to the rights in favor of Cape Cave Corporation in that certain reservation and irrevocable partial assignment of right concerning Amended Restatement Of Restrictions for Rotonda West recorded in Official Record Book 1412, Page 1533 of the Public Records of Charlotte County, Florida. Grantor/Developer's execution of these Amended Restatement of Restrictions for Rotonda West does not constitute a waiver or release for the foregoing reserved rights.

Section 35. Rotonda West Association, Inc. acknowledges at least sixty (60) days written notice of the amendments set forth herein.