

PUNTA GORDA ISLES SECTION 22 HOMEOWNERS ASSOCIATION, INC.

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RULES AND REGULATIONS

NO TRADE, BUSINESS, PROFESSION, ETC,

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

LAWNS AND LANDSCAPING

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

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

WALLS

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

ANIMALS, ETC.

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

DRILLING OIL, ETC.

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

NUISANCES

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

GARBAGE CONTAINERS

All garbage or trash containers, oil tanks or bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties. Garbage pick-up shall be at the underground or walled-in areas. There shall be no curbside garbage pick up.

CLOTHES DRYING AREA

No outdoor clothes drying shall be allowed.

SIGNS AND DISPLAYS

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

Association Policy: A single tube may be attached to a "For Sale" sign if it meets the following conditions:

1. It has no writing, advertising or logos on it.
2. The words "Free Take One" are permitted.
3. Its size is no larger than necessary to accommodate normal 8 1/2 x 11 paper
4. It is a solid, neutral color so that the contents cannot be seen.
5. Written notice of violations will be sent by mail to both the homeowner and the realtor.
6. If not corrected within 14 days, they will be removed by community patrol.

MAINTENANCE

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

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

NO TEMPORARY BUILDING

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

WAIVER OF RESTRICTIONS

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

PROHIBITION AGAINST DIGGING WATER WELLS

On all the aforementioned tracts digging or drilling of water wells is hereby prohibited on the aforementioned property, except upon the written approval of grantor and proper governmental authority.

VEHICLES ON COMMON AREAS

Automobiles, truck and motorcycles of every description shall be prohibited access to or progress over the Common Areas, and transportation devices in addition to walking, shall be limited to bicycles, horses, golf carts approved by the Grantor or the Association and such other means of transportation as may be approved by Grantor or the said Association.

TREES, PLANTS, FLOWERS

There shall be no additions, removal or cutting of trees, plants or picking of flowers by individual lot owners nor shall individual lot owners be permitted to place on the Common Areas any permanent fixtures such as buildings, benches, barbeque pits or structures of any kind.

PETS ON COMMON AREAS

Pets shall not be allowed to be destructive within the Common Areas or elsewhere.

TELEVISION ANTENNAS

Unless otherwise approved in writing by Grantor, no outside antenna, aerial, or receiver of any kind shall be permitted on any of the Land covered by these restrictions except the master television antenna provided by Grantor.

REMEDIES FOR VIOLATIONS

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