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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 4099 PAGE 118 PAGE: 1 OF 31
INSTR # 2445124 Doc Type: RES
Recorded: 6/16/2016 at 8:28 AM
Rec Fee: RECORDING \$265.00
Cashier By: MARGARETK

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PEBBLE CREEK PROPERTY OWNERS ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment to the Declaration of Covenants, Conditions and Restrictions of Pebble Creek Property Owners Association, Inc. The Declaration of Covenants, Conditions and Restrictions of Pebble Creek Property Owners Association, Inc. have been recorded in the Public Records of Charlotte County as follows:

	<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a.	Amended and Restated Declaration of Covenants, Conditions and Restrictions Recorded on September 4, 1991	1174/1656, <i>et seq.</i>
b.	Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Recorded on February 5, 1992	1198/1325 <i>et seq.</i>
c.	Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pebble Creek Subdivision Recorded on August 2, 1995	1414/2158 <i>et seq.</i>
d.	First Amendment to Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pebble Creek Subdivision Recorded on May 20, 1996	1465/0883 <i>et seq.</i>
e.	Second Amendment to Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pebble Creek Subdivision Recorded on May 24, 2002	2045/0463 <i>et seq.</i>

The undersigned officers of the Board of Directors of Pebble Creek Property Owners Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Declaration of Covenants, Conditions and Restrictions of Pebble Creek Property Owners Association, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled Amended and Restated to the Declaration of Covenants, Conditions and Restrictions for Pebble Creek Property Owners Association, Inc.

2. This Amendment of the Declaration of Covenants, Conditions and Restrictions of Pebble Creek Property Owners Association, Inc. was proposed by duly adopted resolution, and approved by a vote of a majority of the entire voting interest in the Association.

Executed this 13th day of JUNE, 2016, at Port Charlotte, Florida.

PEBBLE CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]
Name: JOSEPH P. LACOGNATA
Its: President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 13th day of JUNE, 2016, by Joseph P. LaCognata, who is personally known to me or produced _____ as identification.



[Signature]
NOTARY PUBLIC
K. GINNIE
Printed name of notary

ATTEST:

By: [Signature]
Name: PHILIP D. SIEBENTHALER
Its: Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 13th day of JUNE, 2016, by Philip D. Siebenthaler, who is personally known to me or produced _____ as identification.



[Signature]
NOTARY PUBLIC
K. GINNIE
Printed name of notary

This instrument prepared by:
Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954



Fourth Amended and Restated Declaration of
Covenants, Conditions and Restrictions
of
PEBBLE CREEK, A SUBDIVISION

***SUBSTANTIAL REWORDING OF DECLARATION -
SEE CURRENT DECLARATION FOR CURRENT TEXT***

THIS FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this ____ day of _____, 20____, by Pebble Creek Property Owners Association, Inc., a Florida not-for-profit corporation, herein referred to as "Declarant", on behalf of itself and its successors and assigns to their grantees, heirs, successors and assigns.

In a Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 1174, Pages 1656 et seq. of the Charlotte County Public Records on September 4, 1991, the Developer did submit to ownership pursuant to Chapter 720, Florida Statutes, known as the Florida Homeowner's Act, that property situated in Charlotte County, Florida, more particularly described as follows:

Lots 1 through 41, PEBBLE CREEK SUBDIVISION, according to the plat thereof as recorded in Plat Book 17, Pages 9A through 9C of the Public Records of Charlotte County, Florida

The Property is further described at Plat Book 17, Pages 9A through 9C, Charlotte County Public Records.

Said Declaration was subsequently amended as follows:

Second Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 1198, Pages 1325 et seq., Charlotte County Public Records.

Third Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 1414, Pages 2158 et seq., Charlotte County Public Records.

First Amendment to Third Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 1465, Pages 0883 et seq., Charlotte County Public Records.

Second Amendment to the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 2045, Pages 0463 et seq., Charlotte County Public Records.

By adoption of this Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions, the Association members hereby adopt certain amendments to the Declaration of Covenants, Conditions and Restrictions and hereby restate the Declaration of Covenants, Conditions and Restrictions and its Exhibits in its entirety. By adoption of this Amended and Restated Declaration of Covenants, Conditions and Restrictions, the members of the Association ratify governance of the property described above and in Exhibit "A" hereto under this Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions and the provisions of the Homeowner's Act.

ARTICLE I DEFINITIONS

The following definitions apply with respect to this Declaration:

1.1 "Association" shall mean and refer to "PEBBLE CREEK PROPERTY OWNERS ASSOCIATION, INC.", a Florida not-for-profit corporation, its successors and assigns.

1.2 "Common Area" or "Common Property" means those tracts of land which are (a) deeded to and owned by the Association and designated on the deed as Common Property, or (b) labeled as Common Area on the plat. "Common Area" or "Common Property" does not mean any area dedicated in the plat to the county or municipal government or other party other than the Association.

1.3 "Declaration" means this Declaration of Covenants, Conditions, Restrictions, and Easements for PEBBLE CREEK, A SUBDIVISION, and all supplements and amendments to this Declaration.

1.4 "Lot" means any lot shown on a plat along with any improvements constructed on the Lot.

1.5 "Maintenance" means the exercise of reasonable care to keep the roads, landscaping, storm water maintenance system, lawns, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy environment for optimum plant growth.

1.6 "Member" means a member of the Association. Each Owner is also a Member.

1.7 "Mortgagee" means any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, an insurance company, a credit union, and the Federal National Mortgage Association or similar agency.

1.8 "Owner" means the record owner, whether that be one or more persons or entities, of the fee simple title to any Lot, or a life estate in any Lot. "Owner" does not mean a Mortgagee.

1.9 "Plat" means the plat of PEBBLE CREEK, A SUBDIVISION, and the plats of any additional land annexed to and made part of PEBBLE CREEK, A SUBDIVISION, from time to time.

1.10 "Public Records" means and refers to the Official Public Records of Charlotte County, Florida.

1.11 "Stormwater Management System" means that part of the Common Areas or those portions of Lots which are designated on the plat as being a part of the Stormwater Management System.

1.12 "Surface Water Management System Facilities" means the surface water management facilities shall include, but are not limited to, all inlets, ditches, swales culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

1.13 "Subdivision" means Pebble Creek, A Subdivision, the real property subject to this Declaration per the plat thereof recorded at Plat Book 17, Pages 9A through 9C of the Public Records of Charlotte County, Florida.

1.14 "SWFWMD" shall mean the Southwest Florida Water Management District.

1.15 "Tract" means those tracts shown on the plat.

1.16 "Voting Interest" means the voting rights distributed to the Members of the Association, and, except as otherwise provided in this Declaration, shall be one (1) vote for each Lot located within the subdivision or as reflected on the Plat.

ARTICLE II
SUBDIVISION DEVELOPMENT PLAN

2.1 Single-Family Neighborhood. The Subdivision was developed for single-family residential usage.

2.2 Architectural Control. To promote architectural and aesthetic quality in the construction of Improvements in the Subdivision, all plans and specifications for proposed Construction Work shall be submitted to the Architectural Review Committee for evaluation and approval pursuant to Article III prior to commencement of construction.

2.3 Uniform Maintenance. The uniform maintenance of all dwellings, yards and common areas shall be the responsibility of the Association and each Owner as set forth in this Declaration. The Association shall be responsible for the maintenance and care of the Common Property. The trees, grass, shrubs and plantings placed on each Lot by the Declarant or Approved Builder, which shall include the front, rear and side yards of each Lot shall be the responsibility of the Owner. The cost of the Common Property landscaping and maintenance of Common Property shall be common expenses of the Association as hereafter set forth. Each dwelling erected on a lot shall be maintained in a structurally sound and attractive manner by and at the expense of the Owner, as herein required. To assure the Subdivision maintains a uniform and aesthetically pleasing appearance, no color changes to dwellings, nor changes, deletions or additions to landscaping shall be permitted without the prior written approval of the Architectural Review Committee.

ARTICLE III
ARCHITECTURAL REVIEW

To ensure that the homes and accessory buildings within the neighborhood are harmonious, except as otherwise permitted, an architectural review committee must approve all construction. Although certain requirements are specified herein, the architectural review committee will not be limited to the specific requirements but rather will have broad discretion.

3.1 Architectural Review Committee. The Architectural Review Committee shall be composed of not less than one or more than five members, who need not be members of the Association. Initially the members of the Architectural Review Committee shall be the same as the members of the Board of Directors of the Association. Members of the Architectural Review Committee shall be appointed by, and shall serve at the pleasure of, the Board. A majority of the Architectural Review Committee members shall constitute a quorum to transact business at any meeting of the Architectural Review Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. Any vacancy occurring on the Architectural Review Committee because of death, resignation, or other termination of service of any member shall be filled by the Board. No member of the Architectural Review Committee shall be entitled to compensation for services performed unless authorized by the Board. The Architectural Review Committee may employ independent

advisers, in which case reasonable compensation to such advisers shall be paid by the Association as part of the Common Expenses. All copying, telephone, telecopy, and other out-of-pocket expenses of the Architectural Review Committee shall also be paid by the Association. The Architectural Review Committee shall review the application and all other information it deems necessary and submit a written recommendation to the Board of Directors. The Board of Directors shall review the recommendation of the Architectural Review Committee or render a decision within fifteen (15) days of the date of receipt of the Architectural Review Committee written recommendation. All decisions of the Board of Directors shall be final and binding on the Owners.

3.2 Architectural Review Procedure.

3.2.1 Construction Subject to Review. All construction, improvements, remodeling, or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, must be approved in advance by the Architectural Review Committee. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows and trim); alteration or painting of driveways; replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings; installation of a well; and initial landscaping and any material alteration of landscaping.

3.2.2 Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed clearing and landscaping; (ii) elevations of all proposed improvements; (iii) a lot survey showing current improvements; and (iv) such other items as the Architectural Review Committee requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved by the Architectural Review Committee.

3.2.3 Approved Builder. All work, as further detailed in Article 3.2(a) above, shall be performed by an approved builder. The Architectural Review Committee shall maintain a list of approved builders. An approved builder is a builder who is permitted to perform work as described in Article 3.2(a) by the Architectural Review Committee. Should an applicant desire to use a builder who is not on the approved builder list, the applicant will have to provide such information as the Architectural Review Committee may determine, in its sole and absolute discretion, to the Architectural Review Committee for review in determination if the proposed builder should be added to the approved builder list. Decisions of the Architectural Review Committee regarding approved builders shall be final.

3.2.3.1 In order to meet its obligations hereunder, the Architectural Review Committee may adopt and amend, from time to time, standards and policies not in conflict

with these restrictions. Prior to approval of plans, written approval of the building contractor to be employed in the construction of the aforementioned buildings or other structures, must be obtained from the Architectural Review Committee. The Architectural Review Committee may maintain a list of approved building contractors and, in its sole discretion, may require an owner to utilize a contractor from that approved lists; provided, however, the maintenance of such approved building contractor's list shall be representative only of the Architectural Review Committee's past experience with such approved building contractors, and neither the Architectural Review Committee, the Association, shall have any liability with respect to the quality of construction or the financial responsibility of any building contractor selected by an owner, or approved by the Architectural Review Committee. Additionally, an Owner must submit a cash deposit in an amount to be determined by the Architectural Review Committee to the Architectural Review Committee prior to the commencement of construction. Said cash deposit shall be utilized, if necessary, to rectify any deviations from approved plans and to repair any damage to the Common Areas and other Lots.

3.2.3.2 All building contractors constructing improvements within the subdivision shall be a regularly employed, bona fide building contractor duly licensed by the applicable governmental authorities. Construction of improvements by an owner who is not a duly licensed building contractor shall not be permitted.

3.2.3.3 No alterations in the exterior appearance of any buildings or structures shall be made after completion of construction without the approval of the Architectural Review Committee in writing. The provision herein contained shall apply equally to repair, alterations, or modifications.

3.2.3.4 The Architectural Review Committee shall have the right, but not the obligation to, from time to time, inspect the building construction as it proceeds in order to assure itself that the building is being constructed according to the plans and specifications. Such inspections, if undertaken by the Architectural Review Committee, shall be solely and only for purposes of determining that the construction is in compliance with these deed restrictions. If it should occur that said inspections show that the building is not being constructed according to the plans and specifications, or these restrictions, then a letter shall be addressed to the contractor, with a copy of same to the owner, setting forth said objections to construction and forthwith the work on said construction shall stop and abate until said objections have been satisfied. The Architectural Review Committee shall not have any liability to the owner or to any other person for the quality of construction or the financial responsibility of any contractor or subcontractor.

3.2.4 Basis for Decision. The Architectural Review Committee, in making its decisions, may consider purely aesthetic matters that in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee will not be limited to the specific restrictions and requirements of this Article in making its decision.

3.2.5 Construction Application Fee. The Architectural Review Committee may establish procedures for the review of applications, and impose a reasonable non-refundable fee to be paid by the applicant.

3.2.6 Notification of Approval. The Architectural Review Committee must notify an applicant in writing of its decision within 30 days of receiving a completed application. If approval or disapproval is not given within 30 days after submission of a completed application, the application will be deemed approved unless the applicant agrees to an extension.

3.2.7 Enforcement. The issuance of a building permit or license or the substantial completion of improvements, which may be in contravention of these restrictions shall not prevent the Review Board from enforcing these provisions. If any construction or modification is undertaken that has not been approved or that deviates substantially from the approved plans, the Association may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorneys' fees at trial or on appeal. Any such action also shall determine entitlement to any retained security deposit. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

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

3.2.8.1 Approval to commence building construction under these restrictions may be withheld until such landscaping plans have been brought up to a standard commensurate with the terms of these restrictions. If the landscaping is not installed in accordance with the landscaping plans, the Architectural Review Committee may, at its discretion, enter upon the above said land and rearrange, remove or install said landscaping and make a reasonable charge for doing so and said charge shall become a lien upon the above mentioned land.

3.2.8.2 No owner shall plant or install any trees, bushes, shrubs or other plantings or authorize the same to be done without written approval of the Architectural Review Committee. If unauthorized plantings do occur the Architectural Review Committee, the Association may, at their discretion, enter upon said land and rearrange, remove or install said landscaping and make a reasonable charge for doing so and said charge shall become a lien upon the above mentioned land, as provided for under the laws of the State of Florida.

3.3 Liability. The Architectural Review Committee will not be liable to the applicant or to any other party to ensure that the proposed plans comply to any applicable building codes, for

inadequacy or deficiency in the plans resulting in defects in the improvements, or to ensure that construction was done in accordance with the plans.

3.4 Variance and Modifications. Notwithstanding any provisions of these restrictions to the contrary, Association, reserves the right and authority, at its sole discretion, until all parcels are sold to modify or grant exceptions or variances from any of the use restrictions set forth herein without any liability therefor to owners of other parcels in the subdivision, or any other person or entity. However, any such modification or variance regarding the issue of private road maintenance or storm water matters shall not be made without prior approval of the appropriate governmental board or bodies. Any assignment or right hereunder by Board of Directors may be total or partial, exclusive or non-exclusive.

ARTICLE IV USE AND CONSTRUCTION RESTRICTIONS

The following Restrictions are imposed on the use of the Lots and on the construction of improvements to the Lots:

4.1 Residential Building. Except as otherwise provided herein, the Lots may be used for single-family residential purposes and for no other purpose. No business or commercial building may be erected on any Lot, and no business, occupation, profession, or religious or charitable enterprise may be conducted on any part thereof, except that: (a) an Owner may conduct a home occupation (as defined in the Charlotte County Zoning Regulations, as amended) on his Lot, if the home occupation is permitted by Charlotte County ordinances without special permit approval or other special authorization; does not involve any outdoor activity other than ingress and egress; is not accompanied by the display of any exterior sign; complies with all other provisions of this Declaration and the Rules and Regulations; and is otherwise approved by the Association; (b) an Owner and his agents may show his Lot and Improvements thereon for sale or lease; and (c) business activities necessary for the construction of a dwelling or other improvements on an Owner's Lot shall be permitted. Notwithstanding the foregoing, Declarant may conduct sales and marketing activities on and about the Lots.

4.2 Building Restrictions Lines. No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements on the applicable plat or as established by the zoning regulations pertaining to or applicable to the subject property.

4.3 Minimum Floor Space. Each dwelling located on a Lot must contain at least 2,000 square feet of floor area. "Floor area" means only enclosed livable floor area and does not include garages, porches (open or with screened enclosures), terraces, or patios.

4.4 Garages. Unless otherwise specifically approved by the Architectural Review Committee, no building may be constructed separate and apart from the dwelling. Each dwelling must have an enclosed garage to accommodate two (2) standard size vehicles. No carports will be permitted. Without the prior written approval of the Architectural Review Committee, no garage

may be enclosed permanently or converted to another use without the substitution of another garage on the Lot meeting the requirements of this Declaration.

4.5 Driveways. All Lots must have a paved driveway of stable and permanent construction extending from the adjacent street (road curb) to the dwelling. All driveways must be of pavers or other approved material.

4.6 Exterior Color, Materials and Appearance. The color and materials of all exterior surfaces will be subject to approval of the Architectural Review Committee. The Architectural Review Committee may promulgate a list of approved colors and materials for this purpose. This Restriction includes window tints and films.

4.7 Non-Interference With Easements. No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation and maintenance of any entry way, hedge, planting, tree, grass, fence, or other improvement or landscaping located within the Common Property or Stormwater Management System. Any easement area located on a Lot and all improvements on an easement area shall be maintained by the Owner of the Lot whereon the easement area lies, except for those easement areas the maintenance of which is the responsibility of a public authority, utility, or the Association. In no event shall an Owner interfere with the maintenance of an easement area on the Owner's Lot by the party responsible for maintaining the same. This provision may be enforced by any person or party benefitting from the easements or responsible for the maintenance of them.

4.8 Mailboxes. All mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or permitted in only the location approved by the Architectural Review Committee and must be constructed according to a size, design and material approved by the Architectural Review Committee.

4.9 Antennae, Aerials, and Satellite Dishes. No antennae or aerial may be placed on any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. No satellite dish visible either from a street, road, Common Property or other Lot may be placed on any Lot or affixed to the exterior of any building without the prior written approval of the Architectural Review Committee. The Architectural Review Committee shall have the absolute right to limit the size and placement of any satellite dish.

4.10 Clothes Drying Area. No clothesline or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot if viewable from other Lots, Common Property, or adjacent roads.

4.11 Signs. The size, color, and design of all signs located on a Lot will be subject to the approval of the Architectural Review Committee. No sign of any kind shall be displayed to general view on any Lot (whether free-standing, attached to a Building, or displayed in a window) except under any of the following circumstances:

4.11.1 Directional or traffic signs may be installed by the appropriate governmental authority, by Declarant, or by the Board, and entrance or other identification signs may be installed by or with the consent of the Architectural Review Committee;

4.11.2 One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such Owner; and

4.11.3 A name plat and address plate in size and design approved by the Association may be displayed on a Lot.

4.12 Temporary Structures. No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, or any other such building is permitted on a Lot. This restriction excludes temporary buildings used in connection with and during the construction of a dwelling if approved by the Architectural Review Committee, or by the Board of Directors.

4.13 Completion of Construction and Repairs. The improvement of a Lot and the construction, repair, or remodeling of any improvement must be diligently and continuously pursued once begun and, in any event, promptly completed. The Architectural Review Committee may, as a condition of approval, impose a deadline to complete construction. In addition to any other remedies, the Architectural Review Committee may impose a fine for each day of violation for work that is not diligently pursued, continued, and completed.

4.14 Maintenance of Exteriors. Each Owner shall at all times maintain the exterior of all structures on the Owner's Lot and any and all fixtures attached thereto in a sightly manner. If an Owner fails to undertake the necessary repair or maintenance within five (5) days of notice of violation (given by Association or the Architectural Review Committee) or fails to complete the work within 15 days of the notice, the Association may effect the repairs or maintenance to the Owner's Lot to preserve the beauty, quality, and value of the neighborhood and the costs of these repairs or maintenance plus a 15% administrative fee shall be payable by the Owner to the party effecting the work. If the Owner fails to make this payment within five days of demand, the costs and fee will constitute an Individual Lot Assessment against the Owner's Lot. Each Owner grants the Association and its respective contractors, employees and agents a perpetual easement to enter onto the Owner's Lot to carry out the work, and releases those parties from all liability with respect to such work. Additionally, the Association may impose a fine for each day this paragraph is violated.

4.15 Noxious Vegetation. No Owner may permit the growth of noxious weeds or vegetation on the Owner's Lot or on the land lying between the street pavement and the front lot line of the Owner's Lot. All unimproved areas of a Lot must be maintained in an attractively landscaped and sightly manner. The Association may impose a fine for each day this paragraph is violated.

4.16 Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot except in closed sanitary containers. Trash containers must be kept inside a garage or otherwise hidden from public view. Trash containers may be placed at the front

of the Lot on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

4.17 Nuisances. No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their guests.

4.18 Parking of Wheeled Vehicles and Boats. Cars, trucks, tractors, recreational vehicles, and trailers (collectively called "Vehicles") must be kept at all times completely inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Plat except as otherwise specifically permitted in this paragraph. Boats and boat trailers must be kept at all times completely inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Plat except as otherwise permitted by the Architectural Review Committee. Private cars or private trucks (exclusive of all other Vehicles) owned by an Owner or an Owner's guests may be parked in the Owner's driveway, but only if they do not display commercial signs. Commercial Vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight. Recreational vehicles, travel trailers, trailers, and campers may be parked in the driveway of a Lot for up to a total of 48 hours per week for loading and unloading only, and never for dwelling purposes. No Vehicles may be repaired or maintained on or adjacent to a Lot, except within a garage.

4.19 Animals. No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any Lot. If, in the sole judgment of the Board it is determined that an Owner's pet, due to its size, breed, past or present aggressiveness or viciousness, or other factors, is a source of excessive disturbance, annoyance, or danger to other Owners or Persons, the Owner shall take such action as the Board reasonably may require to eliminate the disturbance, annoyance or danger. The authority of the Board to restrict, prohibit, or direct the disposal of any pet shall not be construed as imposing any duty on the Board to do so. Owners having pets shall remove all pet droppings.

4.20 Statuary. No statuary of any kind shall be placed upon a Lot without the prior written approval of the Architectural Committee.

4.21 Damage and Insurance Rates. No Person shall engage in any activity causing damage to, or any increase in insurance rates on, any Improvements within the Subdivision.

4.22 Pollutants. No Person shall discharge pollutants into any street, easement, stormwater drain, or other portion of the Subdivision so as harmfully to affect any landscaping or vegetation or pollute the Stormwater Management System.

4.23 Governmental Regulations. No Person shall violate in any respect the provisions of any governmental laws or regulations applicable to the Subdivision.

4.24 SWFWMD Regulations. Each Owner, at the time of construction of a dwelling or other Improvements on his Lot, shall comply with the construction plans for the Stormwater Management System pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with SWFWMD. No Owner may construct or maintain any dwelling or other Improvements on, or undertake or perform any activity (including filling; excavating; storage of materials; or removal of trees, understory, or other vegetation) in, any wetland, wetland mitigation area, wetland buffer area, upland conservation area, or drainage easement area described in any SWFWMD approved permit and plat of the Subdivision, unless prior approval is received from SWFWMD, Venice Regulation Department, pursuant to Chapter 40D-4, Florida Administrative Code.

4.25 Fences. No fences shall be constructed on any Lot. Any exterior fences previously approved by the Association shall not be subject to this Article. If the fence is removed for any reason, the fence cannot be replaced.

4.26 Hedges. No hedge over six (6) feet in height, measured from the ground on which it stands shall be constructed or maintained on any parcel.

4.27 Underground Utilities and Plumbing. All utilities, including, but not limited to electrical, telephone, and cable television shall be installed underground and concealed from public view. Further, no plumbing fixtures, including, but not limited to stack pipes, shall be visible from the street in front of a residence.

4.28 Sprinkler Systems. All sprinkler systems shall be installed, prior to the issuance of an occupancy permit, and shall meet environmental and saline standards so that the water from such systems shall not stain the walls, sidewalks or driveway of any residence.

4.29 Lawn and Parcel Maintenance. All parcels, whether improved or unimproved, shall be mowed, watered, weeded and maintained on a regular basis. No owner shall allow the grass on an improved parcel or the vegetation on an unimproved parcel to grow to a height in excess of six (6) inches.

4.30 Occupants Bound. All provisions of this Declaration and the Rules and Regulations governing the conduct of an Owner shall also apply to all occupants of the Owner's Lot and all family members, guests, and invitees of the Owner. Each Owner shall cause all such occupants, family members, guests, and invitees to comply with such provisions and shall be jointly and severally responsible with such occupants, family members, guests, and invitees for any violation by them of such provisions. The lease of any Lot shall be deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, such provisions.

ARTICLE V
COMMON PROPERTIES OR AREAS

5.1 **Designation of Common Areas.** The Common Areas are intended for the common use, enjoyment and benefit of the Owners. By way of illustration, the Common Areas may include wetland preserve areas, wetland buffer areas, storm water retention areas, recreational areas, and other open areas. The Common Areas shall specifically include those areas as shown on the plat of the Subdivision.

5.2 **Common Areas.** No Person other than the Association shall erect, install, or alter any Improvements on, or otherwise disturb the physical condition of, any portion of the Common Areas or other property which the Association is required to maintain pursuant to the terms of this Declaration.

ARTICLE VI
MAINTENANCE

6.1 **General.** The responsibility for maintenance of the Subdivision shall be apportioned between the Association and the Owners in the manner set forth in this Article 6.

6.2 **Maintenance of the Common Areas.** The Association shall maintain and keep in good repair all portions of the Common Areas, which maintenance and repairs shall include, by way of illustration and not as a limitation: maintenance of the recreation areas, of all lakes, ponds, sumps and other stormwater retention/detention and water management areas, and related drainage control devices, facilities, and apparatus, that are part of the Stormwater Management System; maintenance of all landscaping and Improvements that are part of the Common Areas; and maintenance of any pumps and delivery system for irrigation water; and maintenance of the entrance to the Subdivision and Subdivision signage.

In the event the Association ceases to exist and is dissolved, the parcel owners shall be jointly and severally responsible for operating and maintaining the surface water management system in accordance with the requirements of the applicable Environmental Resource Permit, unless and until an alternate entity assumes responsibility. The responsibility shall be conveyed, assigned or transferred to an appropriate agency of local government as soon as practical and if the responsibility is not accepted, same shall be assigned to a similar non-profit corporation. Notwithstanding other provisions of this Declaration, any amendments to this Declaration or the documents governing the Association which would affect the surface water management system, including the water management portions of the common elements, must have prior written approval of the Southwest Florida Water Management District (herein referred to as "the District").

The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities. The Association shall allocate

sufficient funds in its budget each year for monitoring and maintenance of any wetland mitigation areas that may be included in the common elements property until the District determines the area or areas are successful in accordance with the applicable Environmental Resource Permit.

6.3 Stormwater Management System. In addition to its maintenance obligations under Article 6.2, the Association shall comply with the following provisions with respect to the Stormwater Management System:

(a) The Association shall operate and maintain the Stormwater Management System (including supplemental littoral zone planting, maintenance of littoral zone vegetation, removal of exotic and nuisance species from littoral zones and wetlands mitigation areas, and periodic dredging and silt removal from stormwater retention areas) in compliance with all applicable regulations of Charlotte County, SWFWMD, and other governmental authorities.

(b) The Association shall provide all stormwater, hydroperiod, wetland mitigation, littoral zone planting, and wetland planted buffer monitoring data collection and reporting required by Charlotte County, SWFWMD, or other governmental authorities.

(c) No portion of the Stormwater Management System shall be materially altered without the prior written authorization of SWFWMD and the Charlotte County Engineer or his designee.

In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with Charlotte County standards, Charlotte County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Charlotte County in maintaining the Stormwater Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot. The rights of Charlotte County contained in this Article 6.3 shall be in addition to any other rights Charlotte County may have in regulating the operation and development of the Subdivision, but shall also be subject to any applicable judicial or legislative restrictions.

6.4 Maintenance and Care of Dwellings. Each Dwelling and Building constructed on a Lot shall be maintained in a structurally sound, neat, clean and attractive manner, including, but not limited to walls, roofs, glass and screened areas and all other aspects and components of same by and at the expense of the Owner. Uniformity of appearance of improvements in the Subdivision is of paramount importance. The Owner of each Lot is responsible for the repair and maintenance of all improvements constructed thereon. All repairs and maintenance shall be accomplished in a manner so as not to materially alter the color or exterior appearance of a dwelling or building without the prior approval of the Architectural Review Committee.

If an Owner fails to perform an Owner's maintenance responsibilities the Association shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the

Association has first, except in a situation involving an emergency for a Lot which the Association has determined needs to be mowed, by written notice to the Owner, afforded the Owner a period of 30 days within which to correct the failure. If the Association exercises its right to perform an Owner's maintenance responsibilities, agents and employees of the Association, together with such other Persons as may be authorized by the Board, shall have the right to enter upon the Owner's Lot to perform such maintenance, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by the Association in performing an Owner's maintenance responsibilities, together with the Administrative Fee, shall be included in the Individual Expenses and shall be assessed against the Owner's Lot as an Individual Assessment in accordance with these restrictive covenants.

6.5 Administrative Fee. If any Owner fails to perform any maintenance or responsibilities hereunder and the Association thereafter performs such responsibilities, then in addition to any other rights which the Association may have with respect to such failure, the Association shall be entitled to charge a reasonable administrative fee for its rendition of services necessary to cure such failure (the "Administrative Fee"). Unless a lower amount is established by the Board, the amount of the Administrative Fee shall equal 10% of the cost to the Association for curing such failure.

ARTICLE VII PROPERTY RIGHTS

7.1 Owner's Easements of Enjoyment. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

(a) The right to charge reasonable admission and other fees for the use of any recreational facility which may be situated within the Common Area;

(b) The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument executed by three-fourths (3/4) of each class of members agreeing to such dedication or transfer has been duly recorded.

7.2 Delegation of Use. Subject to such limitations as may be imposed by the Bylaws, each Owner may delegate the right of enjoyment in and to the Common Areas and facilities to the members of the Owner's family, and to guests, tenants and invitees.

7.3 Granted to Utilities. There is granted to all public and private utility companies furnishing utility services to the Subdivision as of the time of recording of this Declaration, or hereafter authorized by the Association to furnish such services, a perpetual non-exclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures and other Improvements by which such utility services are respectively provided over,

under, across and through such portion of the Subdivision property as may be reasonably necessary therefor.

7.4 Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. 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 damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible, or for which the Association is responsible.

(b) No dwelling or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

7.5 Right of Entry. The Association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

7.6 No Partition. There shall be no judicial partition of the Common Area, nor shall the Association, or any Owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

ARTICLE VIII LEASING AND GUESTS

8.1 Leasing. All leases of lots must be in writing. A Lot owner may lease only his entire Lot, and then only in accordance with the provisions of this Section, after receiving the approval of the Association. For purposes hereof, occupancy of a Lot by a person or persons in the absence of the Owner, except for the spouse or immediately family member of the Owner or spouse of the Owner, in excess of twenty-one (21) days, shall be treated as a lease. Only natural persons may lease Lots for single family residential purposes, defined as follows: occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the Lot, it being the intention of this provisions to prohibit occupancy of a Lot by three (3)

or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws. Procedures regarding leasing are as follows:

8.1.1 Notice by the Lot Owner. An Owner intending to lease their Lot or renew or extend a lease shall give to the Board of Directors, or its designee, written notice of such intention thirty (30) days prior to the proposed transaction, the application fee, together with the name and address of the proposed tenant, an executed copy of the proposed lease, and such other information as may reasonably be required.

8.1.2 Tenant Applicants. Application for permission to lease shall be made on application forms available from the Association, to include provisions authorizing credit, criminal and past tenancy investigation checks. The tenant applicant shall pay to the Association a transfer fee, up to the amount allowed by law, to cover the investigative checks. The fee is non-refundable.

8.1.3 Approval. After the required notice, payment of application fee, and all investigation checks, information or appearances requested have been provided, the Board shall approve or disapprove the proposed tenant within the thirty (30) day time period. If the Board neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval, and on demand from the tenant the Board shall issue a written letter of approval to the tenant.

8.1.4 Disapproval. A proposed tenant may be disapproved by the Board for cause if investigative results do not meet the required minimum criteria promulgated from time to time by the Board of Directors, or are otherwise unsatisfactory. The minimum criteria shall include the following:

8.1.4.1 The owner is delinquent in the payment of assessments at the time the application is considered;

8.1.4.2 The owner has a history of leasing his Lot to troublesome tenants and/or refusing to control and accept responsibility for the occupancy of his Lot;

8.1.4.3 The application on its face appears to indicate that the person seeking approval intends to conduct himself in a manner inconsistent with applicable covenants and restrictions;

8.1.4.4 The prospective tenant has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

8.1.4.5 The prospective tenant has a history of conduct which evidences disregard for the rights and property of others;

8.1.4.6 In the case of a renewal, the tenant has during previous occupancy, evidenced an attitude of disregard for applicable covenants and restrictions; and

8.1.4.7 The prospective tenant gives false information or incomplete information to the Association as part of the application procedure.

8.1.5 Assessments. The legal responsibility for paying Association assessments shall not be delegated to or become the responsibility of the tenant, except as provided in Florida Statute §720.303 as same may be amended from time to time.

8.1.6 Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board may approve or disapprove the tenant. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the tenant with 30 days' notice, and without securing consent to such eviction from the owner or owner's agent.

8.1.7 Disapproval Notice. Notice of disapproval of the tenant shall be sent or delivered to the owner and owner agent presenting the proposed intent to lease.

8.1.8 Board Delegation. The Board may by resolution, delegate approval powers to an ad hoc committee, which shall consist of at least two (2) Board members, two (2) association members, and the Manager.

8.2 Regulation by Association. All of the provisions of the documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Lot as a tenant or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenant(s) in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. The Board may require the use of a lease addendum to incorporate the terms of this paragraph into any lease approved by the Board. The Lot owners shall have a duty to bring his or her tenant's conduct into compliance with this Declaration or the rules and regulations by whatever action is necessary including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Lot owner fails to bring the conduct to the tenant into compliance, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorneys' fees, from the Lot owner which shall be secured by assessment and lien in the same manner as common expense charges.

8.3 Guests. A "guest" is defined as a person who enters upon the Subdivision at the invitation of a Lot owner or tenant, (or their respective families) for the purpose of visiting the Lot owner or tenant (or their respective families), occupying the Lot for less than thirty days during

any calendar year, or utilizing the Subdivision. Any guests who occupy the Lot for thirty (30) days or more during any calendar year will be required to provide an application to the Association, on forms available from the Association, to include provisions authorizing criminal and past tenancy investigation checks. The Association may charge the applicant a transfer fee up to the amount allowed by law to cover the investigative checks. The fee is non-refundable. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

8.3.1 Non Overnight Visitation by Guests When Owner or Tenant is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other Subdivision residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non overnight guests need not be registered with the Association. Non overnight guests shall be entitled to use the Subdivision facilities only when accompanied by the Lot owner or tenant (or an adult resident member of the Lot owner's or tenant's family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non overnight guest usage of Subdivision facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

8.3.2 Overnight Guests When Owner or Tenant is in Residence. Lot owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the Lot owner or tenant is in simultaneous residence. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses.

8.3.3 Non Overnight Guests in the Absence of the Owner or Tenant. Lot owners and tenants are not permitted to have non overnight guests when the Lot owner or tenant is absent from the Subdivision. Guests are not permitted to use the Subdivision facilities such as recreational facilities (parking area, pond access, etc.) without being accompanied by the Lot owner or tenant. Lot owners and tenants may have their Lots inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Subdivision facilities, such as recreational facilities (parking areas, pond access, etc.).

8.3.4 Overnight Guests in the Absence of the Owner or Tenant. Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants' simultaneous residence. Lot owners are permitted to have overnight guests in the absence of the Lot owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Subdivision.

8.3.4.1 Non Related Overnight Guests in the absence of the Owner will be limited to two (2) occupancies per calendar year without written

approval of the Board of Directors. The limitation on Lot density in Paragraph (b) above applies. Ten (10) days prior notice to the Association is required.

8.3.4.2 Related Overnight Guests may occupy a Lot in the absence of the Owner. For the purpose of this clause, "related" means all persons who are staying in the Lot on an overnight basis, in the absence of the owner, are related to the Lot owner or primary occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on Lot density in Paragraph (b) above applies. Ten (10) days prior notice to the Association is required.

ARTICLE IX MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS

9.1 Every Owner of a Lot shall be a Member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

ARTICLE X ASSOCIATION EXPENSES

10.1 Classification of Expenses. The Association Expenses are classified as Common Expenses and Individual Expenses.

10.2 Common Expenses. Except for expenses that are classified as Individual Expenses, all expenses incurred by the Association pursuant to the provisions of this Declaration in connection with the management, maintenance and administration of the Subdivision and the operation, maintenance, improvement, protection, management and conservation of the Common Areas shall constitute "Common Expenses" of the Association. Funds for the payment of the Common Expenses shall be collected by the Association through Assessments against the Lots in accordance with the provisions of Article XI. By way of illustration, and not as a limitation, the Common Expenses shall include:

(a) Costs of operation, maintenance, mowing, repair and replacement of the Common Areas and Tracts, and costs associated with maintaining on-site and off-site surface water management system. Without limiting the foregoing, such expenses shall include costs associated with maintaining and repairing perimeter fences, roads and sidewalks, curbs, and subdivision signage.

(b) Costs of management of the Subdivision and administrative costs of the Association, including professional fees and expenses and compensation to any manager or management company providing management services to the Association.

- (c) Costs of electricity and other utilities furnished to the Common Areas.
- (d) Costs of performing the Association's obligations under the covenants hereof.
- (e) Costs of labor, material and supplies used in conjunction with the performance of the Association's obligations under this Declaration.
- (f) All taxes assessed against the Common Areas.
- (g) Premium costs of all property and liability insurance procured by the Association.
- (h) Costs incurred by the Association, upon approval by the Board, for the installation of Improvements to the Common Areas or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities acquired for the benefit of all the Owners; provided that if the cost of any of such items is more than 30 percent of the amount of the total annual budget, the purchase or installation of such items shall first be approved by the affirmative vote of Owners holding a majority of the total votes of the Association membership.
- (i) A reasonable contingency fund for the ensuing fiscal year in such amount, if any, as the Board may deem appropriate.
- (j) A reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements in such amount, if any, as the Board may deem appropriate.
- (k) The proportionate costs of maintaining and repairing the portion of the Pebble Creek Subdivision surface water management system which shall be used for surface water discharge of this Subdivision.
- (l) All other expenses deemed necessary or desirable by the Board for accomplishing the purposes, objectives, or responsibilities of the Association with respect to the Subdivision.

10.3 Individual Expenses. "Individual Expenses" shall mean all expenses (together with any applicable Administrative Fee and Attorney's Fees) incurred by the Association with respect to a Lot pursuant to the provisions of this Declaration in connection with any of the following:

- (a) The performance by the Association of any of the maintenance responsibilities of the Owner of the Lot pursuant to Article 6.4 or Article 6.5.

(b) The enforcement by the Association against the Lot or its Owner of any of the restrictions or other provisions of this Declaration applicable to such Lot except for judicial actions in which the Lot's Owner is the prevailing party.

(c) The performance by the Association of any of its maintenance responsibilities pertaining to the Subdivision if, in the judgment of the Board, such performance was necessitated by the carelessness, negligence, or intentional act of the Lot's Owner or the Owner's family, guests, tenants, or invitees.

(d) Any other action, service, or matter, the costs of which are specifically included in the Individual Expenses by the terms of this Declaration.

Individual Expenses shall also include any Fine assessed against a Lot's Owner.

ARTICLE XI ASSESSMENTS

11.1 Classification of Assessments. There shall be three types of Assessments, to-wit: a) Annual Assessments, which shall be levied pursuant to Article 11.2 for the payment of the Common Expenses; b) Special Assessments, which shall be levied pursuant to Article 11.3 to supplement the Annual Assessments; and c) Individual Assessments, which shall be levied pursuant to Article 10.3 for the payment of Individual Expenses.

11.2 Annual Assessments. The Common Expenses shall be payable through Annual Assessments levied by the Board against each Lot. Prior to December 31 of each year, the Board shall establish and adopt a budget for the Common Expenses for the next fiscal year and thereupon levy an Annual Assessment against each Lot. The budget and Annual Assessments shall be in such amount as shall be deemed sufficient in the judgment of the Board to enable the Association to pay the Common Expenses as and when they become due.

11.3 Special Assessments. The Board may levy a Special Assessment against each Lot in the event the revenue receivable by the Association pursuant to the Common Expenses budget adopted by the Board for any fiscal year is insufficient to pay the Common Expenses for such fiscal year; in the event of emergency situations requiring additional funds for the payment of the Common Expenses; or in the event Association reserves are insufficient to cover Association capital expenditures.

11.4 Individual Assessments. Each Lot for which the Association incurs Individual Expenses pursuant to Article 10.3 shall be subject to Individual Assessments levied by the Board for the payment of such Individual Expenses. Except as otherwise provided by action of the Board, each Individual Assessment shall be deemed levied by the Board upon delivery of notice of such Individual Assessment in accordance with the provisions of Article 11.6.

11.5 Apportionment of Annual and Special Assessments. All Annual Assessments and Special Assessments levied by the Board for the payment of Common Expenses shall be allocated to and payable by the Lots in accordance with the following provisions:

(a) Assessment Shares. Each Lot shall be allocated a numerical share (the "Assessment Share") on which the amount of Annual Assessments and Special Assessments levied against the Lot shall be based. One Assessment Share shall be allocated to each Lot.

(b) Assessment Amount. All Annual Assessments and Special Assessments levied by the Board shall be apportioned among the Lots such that the ratio of 1) the Assessment amount charged to and payable to each Lot, to 2) the total Assessments then charged and payable by all the Lots (determined without regard to the provisions of Article 11.11), shall be the same as the ratio of 3) the Assessment Share allocated to such Lot, to 4) the total Assessment Shares allocated to all the Lots.

11.6 Notice of Assessments. Notice of Assessments shall be given as follows:

(a) On or before December 31 of each year, the Association shall notify each Owner of the amount of the Annual Assessment levied against such Owner's Lot for the next fiscal year. The notice shall include a copy of the Common Expenses budget for such fiscal year. Failure to timely provide the said notice shall not, however, be a defense to the obligation of an Owner to pay same.

(b) Notice of Individual Assessments. Notice of each Individual Assessment shall be given by the Association to the Owner of the Lot against which the Individual Assessment is levied within 90 days after the Individual Expenses to which the Individual Assessment relates are incurred or otherwise determined by the Association.

(c) Notice of Special Assessments. Notice of any Special Assessment levied by the Board shall be given by the Association to each Owner within 90 days after Board approval of the Special Assessment. The notice shall include an explanation of the purpose of the Special Assessment and the basis on which the Special Assessment was levied.

(d) Failure to Notify. In the event the Association should fail to notify an Owner of any applicable Assessment on or before the time specified above, the levy and lien of such Assessment shall not be invalidated or otherwise affected, but the time for payment of the Assessment shall be extended by the number of days the notice is delinquent. So long as notice has properly been given, failure to receive any notice given by the Association shall not excuse an Owner from the payment of any Assessment when due.

(e) Persons Entitled to Notice. Notice of any Assessment need be sent by the Association only to the Persons appearing on the Association's records as Owners as of the date of the notice. It is the duty of each Owner of a Lot that becomes subject to an Assessment subsequent to the date of notice thereof to ascertain from the Association the amount of the

Assessment levied against such Lot. Failure to ascertain such amount shall not excuse any Owner from the payment of any Assessment when due.

11.7 Payment of Assessments. Assessments shall be paid in accordance with the following provisions:

(a) Payment of Annual Assessments. Annual Assessments shall be payable in full on the first day of the fiscal year or in such installments, if any, as may be approved by the Board.

(b) Payment of Special Assessments. Each Owner of a Lot against which a Special Assessment has been levied by the Board pursuant to Article 11.3 shall pay to the Association the full amount of the Special Assessment on or before the time established for payment by the Board; provided, however, that no Special Assessment shall be payable sooner than 30 days following notice thereof, and further provided that any Special Assessment may be payable in installments if, and only to the extent, approved by the Board.

(c) Payment of Individual Assessments. Each Owner of a Lot against which an Individual Assessment has been levied by the Board pursuant to Article 11.4 shall pay to the Association, within 30 days after notice thereof, the full amount of the Individual Assessment.

11.8 Failure to Pay Assessments. Each Assessment shall be the personal obligation of the Owner of the Lot against which the Assessment is levied, ownership being determined as of the date of such levy. If any Assessment is not paid within 30 days after the date on which payment of the Assessment is due, then:

(a) Interest shall accrue on the Assessment from the due date until paid at the maximum rate permitted by law unless a lower legal rate as may be established by the Board;

(b) A delinquency charge equal to Twenty-Five Dollars (\$25.00) (or such lesser amount as may be established by the Board) shall be added to the Assessment;

(c) If the Assessment is payable in installments, the remaining installments of such Assessment may be accelerated by the Association to maturity if the delinquent installment, together with the delinquency charge and interest due thereon, is not paid in full by the Owner within 10 days after notice by the Association of its intent to accelerate such remaining installments; and

(d) The Association may bring suit against the Owner on his or her personal obligation to recover the amount of the Assessment, together with the delinquency charge and interest and all costs incurred by the Association, including Attorney's Fees.

11.9 Proof of Payment of Assessment. Upon the request of any Owner or Institutional Mortgagee and the payment to the Association of such processing fee as may be established by the Board, the Association shall furnish a certificate in writing signed by an officer of the Association

showing the amount of unpaid Assessments, if any, against any Lot in which such Owner or Institutional Mortgagee has an interest, the year or years for which any such unpaid Assessments were levied, and any interest or other charges owing thereon. Such certificate, in the absence of fraud, shall be conclusive evidence in favor of any Person other than the Owner of the payment of any Assessment therein stated to have been paid.

ARTICLE XII LIEN OF ASSESSMENTS

12.1 Creation of Lien. Each Assessment levied by the Board against a Lot shall be secured by a lien in favor of the Association against the Lot and Improvements thereon in accordance with the provisions of this Article. The lien shall secure not only the amount of the Assessment, but also all future assessments, interest, delinquency charges, and costs of collection as provided by Article 11. The lien of every Assessment levied against a Lot shall attach and become a charge on the Lot, and all Improvements thereon, upon the recording of this Declaration.

12.2 Enforcement of Lien. In the event any Assessment is not paid within 30 days after the Assessment is due, the Association shall have the right to file a claim of lien in the Public Records. The Assessment lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any Lot, the Association shall be entitled to recover from the Owner of such Lot the interest and delinquency charge provided by Article 11 and all costs, including Attorney's Fees, incurred in preparing, filing, and foreclosing the Assessment lien; all such costs, delinquency charges, interest, and Attorney's Fees shall be secured by such lien.

ARTICLE XIII INSURANCE

13.1 Association Casualty Insurance. The Association may obtain and maintain in effect fire and extended coverage insurance upon the insurable portions of the Common Areas and other Improvements that the Association is obligated to maintain in such amounts as the Board may deem appropriate. The premiums for such insurance shall be paid by the Association and shall be included in the Common Expenses.

13.2 Association Liability Insurance. The Association shall maintain in effect public liability insurance in such amount as the Board may deem appropriate covering loss to the Association from damage or injury caused by the negligence of the Association or any of its members, employees, or agents. The premiums for such insurance coverage shall be included in the Common Expenses. The Owners shall have no personal liability upon any claims made against the Association, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess the Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

14.2 Release From Minor Violations. The Architectural Review Committee shall have the right, by written instrument, at any time to release a Lot from minor violations of this Declaration or the plat including, without limitation (a) encroachments into easements and (b) encroachments over building restriction lines.

14.3 Enforcement. The covenants, conditions and restrictions contained in this Declaration may be enforced by any Owner, and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The SWFWMD will have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Stormwater Management System. All parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of this Declaration.

14.4 Notices. Notices shall be given as to Owners by posting at the Owner's dwelling or vacant Lot, or mailing first class postage prepaid to the Owner's address maintained by the Association, or by posting a notice applicable to all Owners at the Common Property, and as to Declarant, by sending certified mail to the corporate address of Declarant filed with the Florida Secretary of State.

14.5 Method of Amendment of Declaration. Except as elsewhere provided otherwise, this Declaration of Covenants, Conditions and Restrictions may be amended in the following manner:

(a) Proposal of Amendments. An amendment may be proposed by a majority of the Directors, or by twenty-five percent (25%) of the entire voting interests.

(b) Proposed Amendment Format. Proposals to amend the existing Declaration of Covenants, Conditions and Restrictions shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a

notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION. SEE ARTICLE NUMBER _____ FOR PRESENT TEXT."

(c) Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

(d) Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3rds) of the entire voting interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

(e) Effective Date. An amendment when adopted shall become effective after being recorded in the Charlotte County Public Records according to law.

(f) Automatic Amendment. Whenever Chapter 720, Florida Statutes (2015) Chapter 617, Florida Statutes (2015) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Owners, may adopt by majority vote, amendments to this Declaration of Covenants, Conditions and Restrictions as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 720 of the Florida Statutes (2015), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

(g) Proviso. Provided, however, that no amendment shall change the configuration of any Lot or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Lot concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Lot Owners approve the amendment.

14.6 Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

14.7 Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

14.8 Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

14.9 Duration and Renewal. This Declaration (but excluding the easements herein created, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of the Association, the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of 10 years each unless at least one (1) year before the termination of the 30-year period or before each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration, which instrument is signed by 75% of all Owners and all Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the 30-year term or the 10-year extension during which such instrument was recorded, as the case may be.

IN WITNESS WHEREOF, Declarant has caused this Fourth Amended and Restated Declaration to be executed the day and year first above written.

Signed, Sealed and Delivered in the Presence of: **PEBBLE CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit**

Signature of First Witness

By: _____
Joseph LaCognata, its President

Printed Name of First Witness

Signature of Second Witness

Printed Name of Second Witness

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Joseph LaCognata, as the President of Pebble Creek Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the said company. He/she is personally known to me or produced _____ as identification.

Notary Public

Printed Name of Notary