

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 10th day of November, 1980 by **GENERAL DEVELOPMENT CORPORATION**, a Delaware Corporation; herein after called Developer. As amended and restated on the 23rd day of January, 1995 by a duly held meeting January 23rd, 1995 and amended and restated on the 25th day of March, 2002 at a duly held meeting on March 24th, 2003 and amended and restated on the 22nd day of March, 2004 and amended and restated at a duly held meeting on January 6th, 2005, and amended and restated on the 27th day of March, 2005, at a duly held meeting of the POA and amended and restated at a duly called meeting of the POA on the 28th day of November 2005, and amended and restated at a duly held meeting of the POA on January 28th, 2008 and amended and restated at a duly held meeting of the POA on November 22, 2010 by **THE VILLAGE OF HOLIDAY LAKE OF CHARLOTTE COUNTY PROPERTY OWNERS' ASSOCIATION, INC.** a Not-For-Profit Corporation organized and existing under the laws of the State of Florida, hereinafter referred to as POA.

WITNESSETH:

WHEREAS, POA is the owner of the real property described in Schedules "A" and "B" attached to this Declaration and desire to create thereon a planned residential community with open spaces and green belts for the benefit of the said community; and

WHEREAS, POA desires to provide for the preservation of the values in said community and for the maintenance of said open spaces, green belts and other common facilities; and to this end, desires to subject the real property described in Schedules "A" and "B" together with such additions as may hereafter be made thereto (as provided in Article II) to the Covenants, Restrictions, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, POA has deemed it desirable for the efficient preservation of the values in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, POA has incorporated under the laws of the State of Florida, as a Not-For-Profit Corporation, **THE VILLAGE OF HOLIDAY LAKE OF CHARLOTTE COUNTY PROPERTY OWNERS' ASSOCIATION, INC.** for the purpose of exercising the functions aforesaid,

NOW THEREFORE, the POA declares that the real property described in Schedules "A" and "B" and such additions thereto as may be made pursuant to Article II, hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

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ARTICLE I
DEFINITIONS

SECTION 1. The following words when used in this Declaration or any Declaration (unless the context shall prohibit) shall have the following meanings:

- (a). "POA" shall mean and refer to THE VILLAGE OF HOLIDAY LAKE OF CHARLOTTE COUNTY PROPERTY OWNERS' ASSOCIATION, INC.
- (b). "The Properties" shall mean and refer to all such existing Properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of ARTICLE II thereof.
- (c). "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, as more fully described in ARTICLE II, Section 2 hereof and on "Schedule B" attached hereto.
- (d). "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e). "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot, but notwithstanding any applicable theory concerning a mortgage encumbering any Lot, shall not mean or refer to the mortgage unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f). "Member" shall mean and refer to all those Owners who are members of the POA as provided in ARTICLE III, Section 1 hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

SECTION 1. EXISTING PROPERTY. The real property which is, and shall be held, transferred, sold, conveyed and occupied to this Declaration is located in Charlotte County, Florida and is more particularly described as follows:

Lots situated in **THE VILLAGE OF HOLIDAY LAKE** according to the plat thereof as recorded in Plat Book 15, Pages 5A-5F of the Public Records of Charlotte County, Florida as shown on Schedule "A" attached hereto.

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Lots situated in first Re-Plat in **THE VILLAGE OF HOLIDAY LAKE** according to the plat thereof in Plat Book 15 at Page 40A of the Public Records of Charlotte County, Florida.

Lots situated in Unit Two of **THE VILLAGE OF HOLIDAY LAKE** according to the plat thereof to be recorded in the Public Records of Charlotte County, Florida in Plat Book 15 at Pages 51A-51C. All of which said lots shall hereinafter be referred to as “The Properties.”

SECTION 2. COMMON PROPERTIES. That, the property described in Schedule “B” attached hereto being:

Block 1, Loris Court, Tracts A, B, C, D, F, G, H, I, J, K, L, and S and all private streets and roads including that part of Marathon Boulevard adjacent to the Village of Holiday Lake as they appear in said plat excepting there from Butterford Waterway (which has been dedicated to the public) in **THE VILLAGE OF HOLIDAY LAKE** according to the plat thereof recorded in Plat Book 15 at Pages 5A through 5F of the Public Records of Charlotte County, Florida;

Tracts A1, A2, A3, and A4 as well as all private streets and roads as they appear in First Re-Plat in **THE VILLAGE OF HOLIDAY LAKE** including that part of Marathon Boulevard adjacent to the Village of Holiday Lake according to the plat thereof recorded in Plat Book 15 at Page 40A of the Public Records of Charlotte County, Florida; and

Tracts A1, A2, and A3 as well as all private streets and roads as they appear in said plat of Unit Two of **THE VILLAGE OF HOLIDAY LAKE**; including that part of Marathon Boulevard adjacent to the Village of Holiday Lake according to the plat thereof recorded in the Public Records of Charlotte County, Florida in Plat Book 15 at Pages 15A through 15C.

Be referred to as “**Common Properties**”, be dedicated as recreational and/or park areas and for ingress and egress and that the use of said **common properties** be restricted and devoted to the common use and enjoyment of the owners of “The Properties” as herein defined.

SECTION 3. ADDITIONS TO EXISTING PROPERTY. Additional land may become subject to this Declaration in the following manner:

(a). **ADDITIONS.** Upon approval in writing of the POA pursuant to a vote of its members as provided in the Articles of Incorporation, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the POA may file or record a Supplemental Declaration of Restrictions.

(b). **MERGERS.** Upon a merger or consolidation of the POA with another Association as provided for in its Articles of Incorporation, its properties, rights and obligations may, by operation of Law, be

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transferred to another surviving or consolidated Association, or alternatively, the properties, rights and obligations of another Association may, by operation of Law, be added to The Properties, rights and obligations of the POA as a surviving corporation pursuant to a merger, the surviving or consolidated Association may administer the Covenants and Restrictions established by the Declaration within the Existing Property except hereinafter provided.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS IN THE POA**

SECTION 1. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by these Covenants of Record to Assessment by the POA, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

SECTION 2. VOTING RIGHT. Members shall be all those owners as defined in Section 1. Members who are current in the payment of their maintenance assessments shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 of this ARTICLE. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 3. QUORUM. Unless stated separately, the presence of one-third of the Members voting in person or by proxy at any regular or special meeting of the Membership shall constitute a quorum for any action governed by the ARTICLES OF INCORPORATION or by the BY-LAWS of this Corporation.

ARTICLE IV **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

SECTION 1. MEMBERS EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 2, every Member subject to assessments as provided in ARTICLE V, Section 4 hereof, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot.

SECTION 2. USE OF COMMON PROPERTIES FOR DRAINAGE. The Common Properties may be used for drainage and the temporary retention of storm water run-off from the properties and other contiguous property, as well as for open spaces, recreation, rights of ingress and egress and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Properties that might impair or interfere with the drainage or temporary retention of storm water run-off of The Properties or other contiguous property.

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SECTION 3. EXTENT OF MEMBERS' EASEMENTS. The right and easements of enjoyment created hereby are subject to the following:

- (a). The right of the POA, in accordance with its ARTICLES and BY-LAWS to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any mortgage, the lenders right hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continue enjoyment by the Members, and, if necessary, to open the enjoyment of The Properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (b). The right of the POA to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- (c). The right of the POA to fine, or to suspend the enjoyment rights of any Member for any period during which any assessment remaining unpaid or for any infraction of its published Rules and Regulations as stated in the BY-LAWS; and
- (d). The right of the POA to charge reasonable admission and other fees for the use of the Common Properties; and
- (e). The right of individual Members to the exclusive parking spaces as provided in Section 4 of this ARTICLE; and
- (f). The drainage and temporary retention of storm water run-off uses of the Common Properties referred to in Section 2 of this ARTICLE; and
- (g). The right of the POA to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by the President and Secretary of the POA be recorded, certifying that at a special or regular meeting of Members called for such purpose, and a two-thirds (2/3) vote of its membership was obtained either in person or by proxy, agreeing to such dedication or transfer.
- (h). The right of the POA to operate, maintain and lease the Common Properties.

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SECTION 4. PARKING RIGHTS. The POA may designate and maintain upon the Common Properties certain parking spaces for the exclusive use of the Members, their families and guests. The use of any such parking spaces by any other person may be enjoined by the POA or the Members entitled thereto. No parking shall be permitted in other than designated parking areas.

SECTION 5. UTILITY EASEMENTS. The Board of Directors of the POA has the right to grant easements for the installation and maintenance of temporary roads and public utilities on the Common Properties in addition to those already reserved. No such grant shall require the removal or relocation of any improvement existing on the Common Properties on the date of such grant.

SECTION 6. BOAT AND DOCK SLIPS. The Board of Directors of the POA has the right to designate, install, lease and maintain upon the Common Properties certain Boat docks and dock slips for the exclusive use of the Members, their families, tenants and guests. The boat dock shall contain boat slips to be leased by the POA. The use of any such boat slip by any person, other than the person holding a current boat slip lease, may be enjoined by the POA or the Members entitled thereto. The boat slip operation and lease requirements are as follows:

- (a) All boat docks located on or appurtenant to Common Property are the property of the Association. The Common Property includes the marina dock area, which consists of the water surrounding the boat dock and the launch ramp; the boat dock which consist of the main boat dock access to each boat slip; the boat slips which consist of the finger docks where the individual docks are tied and stored; and the boat launch which consists of the ingress and egress area for boats to enter into and out of the marina dock area from the mainland.
- (b) Notwithstanding any other provision contained in this Declaration, the Association may, upon approval of the Board of Directors and without the necessity of a further unit owner vote, lease, construct, improve, maintain, repair and replace all boat docks, boat slips and boat launch located on or appurtenant to Common Property.
- (c) The construction, improvement, maintenance, insurance, utilities, repair and replacement of the boat docks, boat slips and the boat launch shall be a Common Expense. The Board of Directors may establish a reserve account to fund future boat dock, boat slip and launch ramp deferred maintenance and/or improvement.
- (d) The Association may lease boat slips only to a Member or his Tenant.
- (e) The Association has the power to charge rent to those Members or their tenants who accept a boat slip lease.

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- (f) The Association has the power to determine, in its discretion, a method of annually allocating boat slip leases to the Members or their tenants.
- (g) The right to lease the boat slip shall terminate and the right to use the boat slip shall automatically transfer to the Association at the time the Member or his tenant ceases to live in the Village of Holiday Lake.
- (h) The right to lease the boat slip shall terminate and the right to use the boat slip shall automatically transfer to the Association at the time the Member or his tenant ceases to pay lease rent to the Village of Holiday Lake.
- (i) Each boat slip lease shall terminate and automatically transfer to the Association at the end of each annual lease term.
- (j) The Association shall upon termination of a lease, lease the dock slip to the same or another Member in the manner determined by the Board of Directors to allocate dock slip leases.
- (k) The Association is entitled to obtain a reasonable transfer fee in connection with each boat slip lease in addition to payment of the rent.
- (l) The Association has the power to create and enforce marina area, boat dock, boat slip and boat launch rules and regulations which shall be enforced according to the requirements of this Declaration.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Except as hereinafter more fully provided, each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the POA:

- (a). Annual assessments or charges; and
- (b). Special assessments for capital improvement.
Such assessments to be fixed established and collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the POA shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties of the homes situated upon The Properties, including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

SECTION 3. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT; DUE DATES. The annual assessment shall be levied for the balance of the calendar year in which it is imposed, and shall become due and payable on the first day of January of said year, payable in twelve (12) equal payments due on the first day of each month. The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 4. BASIS AND MAXIMUM OF ANNUAL ASSESSMENT. Except as hereinafter provided, all assessments will be due and payable from the date determined by the Board of Directors as provided in Section 3 of this ARTICLE. The Board of Directors shall adopt a budget for the expenses of the POA in advance of each fiscal year as provided by the BY-LAWS. If the annual assessment as established by the Board of Directors is in excess of ten percent (10%) above the assessment for the previous year, it must have the approval of a majority of the Members of the POA who are voting in person or by proxy at a regular or special meeting as established in the BY-LAWS.

SECTION 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments referred to in this ARTICLE, the Board of Directors may levy in any assessment year a special assessment, applicable to the time required for payment, for the purposes of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of a majority of the Members of the POA who are voting in person or by proxy at a regular or special meeting as established by the BY-LAWS. Special Assessments for required maintenance of the common properties do not require owner approval.

SECTION 6. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the POA shall fix the Date of commencement and the amount of assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessment applicable thereto which shall be kept in the office of the POA and shall be open to inspection by any Owner. Written notice of assessment shall thereupon be sent to every Owner subject thereto.

The POA shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the POA setting forth whether

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said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 7. EFFECT OF NON-PAYMENT OF ASSESSMENT. The Personal Obligation of the Owner; The Lien Remedies of the POA. If the assessments are not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hand of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period, provided however, that no voluntary sale of any Lot shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the POA a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith liable therefore.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of the highest interest permitted by Law, and the POA may bring an action of law against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with costs of the action.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinated to the lien of any first institutional mortgage placed upon the properties, consistent with the requirements set forth in the Florida Statutes, except if the Association's claim of lien is recorded prior to the recording of the mortgage. Any first mortgage recorded on and after July 1, 2008, shall be subject to the limited liability for payment of delinquent assessments as set forth in Chapter 720.3085, Florida Statutes. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

SECTION 9. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a). All properties to the extent of any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; and
- (b). All Common Properties as defined in ARTICLE I, Section 1 hereof; and

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- (c). All properties exempt from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

ARTICLE VI
ENVIRONMENTAL CONTROL COMMITTEE

SECTION 1. APPOINTMENT OF COMMITTEE. There shall be appointed by the Board of Directors of the POA, an Environmental Control Committee.

SECTION 2. REVIEW BY COMMITTEE. The Environmental Committee, in its review of all new/replacement units, modifications or alterations to existing construction shall be guided by the following standards of environmental control, to-wit: those excluded in ARTICLE IX hereof: and

- (a). Architectural Control. No new/replacement unit, building, fence, wall, or other addition or modification to existing structures shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change, alteration therein, including patio covers, be made until the plans, drawn to appropriate scale and specifications showing the nature, kind, shape, height, material and location of the same including exterior color scheme shall have been submitted to and approved, in writing, as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the Environmental Control Committee. Approval or disapproval of the same shall be made by the Environmental Control Committee and returned to the applicant within a reasonable time, not to exceed thirty (30) days after receipt thereof.
- (b). Existing Trees. Existing trees on The Property will not be removed unless their removal proves to be necessary due to the emplacement of the structure or structures. Location and size of all existing trees, including those proposed to be removed, shall be indicated on landscaping plans and specifications, and subject to the approval of the Environmental control Committee.
- (c). Landscaping Approval. No trees, bushes, shrubs or plants which at maturity and without clipping or pruning thereof, would obstruct the view of pedestrians or vehicle drivers, shall be planted or emplaced until the plans and specifications for the placement of any such tree, bushes, shrubs or plants have been submitted to and approved by the Environmental Control Committee as to the preservation of the natural view and aesthetic beauty which each Lot and the community is intended to enjoy.

Said plans as submitted shall show in detail and to scale the proposed elevations and locations of said trees, bushes, shrubs or plants, including the location of same in relation to all other Lots subject to these restrictions.

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- (d). Committee Approval. Approval of said plans by the Environmental Control Committee may be withheld if in the opinion of the Committee the view of any Lot would be impeded by the location of such tree, bush, shrub or plant, or in any other manner. In any event, the Committee shall have the right to require any Member to remove, trim, or prune any tree or shrub, which in the reasonable belief of the Committee impedes or detracts from the view of any Lot.
- (e). New/Replacement Units. All new/replacement units must be approved as being correctly placed on lot by the Environmental Committee/Management **BEFORE** the unit can be fastened down.

SECTION 3. VARIENCES. The Board of Directors of the POA or the Environmental Control Committee appointed by the Board, may, with approval of the Charlotte County Planning and Zoning Board, approve variances to the requirements of **ARTICLE IX, SECTION 2.**

SECTION 4. ATTORNEY'S FEES. In all litigation involving architectural or environmental control, the prevailing party shall be entitled to collect and shall be awarded attorney's fees and court costs.

ARTICLE VII **EXTERIOR MAINTENANCE**

SECTION 1. EXTERIOR MAINTENANCE. Property maintenance is the year round responsibility of all Owners. Pursuant to agreement with the Owner, or upon determination by the POA that an Owner has failed to maintain the exterior of his Living Unit in accordance with general standards of the community and above and beyond maintenance furnished by the POA, then, after reasonable notice to the Owner specifying such failure and upon Owners neglect or refusal to correct same, then, in such event, and in addition to maintenance upon the Common Properties, the POA may provide exterior maintenance upon each such Living Unit as follows: paint, repair, replacement and care of roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. The cost thereof shall be assessed to the owner and shall be added to and become a part of the maintenance assessments as more particularly described in SECTION 2 hereof.

SECTION 2. ASSESSMENT OF COST. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under ARTICLE V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation to the Owner and shall become due and payable in all respects as provided in ARTICLE V hereof,

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Provided that the Board of Directors of the POA, when establishing the annual assessment against each Lot for any assessment year as required under ARTICLE V hereof, may add thereto the estimated cost of exterior maintenance for that year but, thereafter, shall make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

SECTION 3. ACCESS AT REASONABLE HOURS. For the purpose solely of performing the exterior maintenance authorized by the ARTICLE, the POA, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon the exterior of any Living Unit at reasonable hours on any day except Sunday.

SECTION 4. COMMON AREA MAINTENANCE. Common Area Maintenance will include, but without limiting the generality of the following items:

- (a). Grounds maintenance of the common area including mowing, fertilizing, insecticides, etc.
- (b). Irrigation system maintenance.
- (c). Pool maintenance including cleaning, chemicals, maintenance of pumps, pool heating, including gas and maintenance of heating pumps.
- (d). Air conditioning maintenance of recreation building.
- (e). Parking lot cleaning and maintenance.
- (f). Waste removal from common area.
- (g). Maintain private streets and roads; maintain boat docks, boat slips and launch ramp; maintain perimeter wall, if any.
- (h). Utilities for common areas including water, sewer and electricity.
- (i). Taxes and insurance including real and personal property taxes for common areas and liability and fire insurance.
- (j). Other miscellaneous items which may be included such as exterminating services, security system maintenance and fire extinguisher services, etc.
- (k). A reserve for future maintenance and repairs.
- (l). Lake maintenance.

ARTICLE VIII **WATER AND SEWER UTILITIES**

SECTION 1. PROHIBITION OF WELLS AND SEPTIC TANKS. No individual water well, septic tank or individual sewage disposal facility shall be permitted on any Lot from such time when central water and/or sewer services are made available.

SECTION 2. It shall be a requirement that no water closet be installed in any home to be constructed on any of The Properties having a capacity in excess of 3.5 gallons.

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SECTION 3. No individual pools will be permitted.

SECTION 4. General Development Corporation, as the Developer, reserves to itself and its successors and assigns all water rights below 400 feet in depth under all of the property described in Schedule “A” and “B” attached hereto but with no right of surface access thereto.

ARTICLE IX
UNIFORM GENERAL REQUIREMENTS

SECTION 1. RESIDENTIAL LOTS; USE AND MINIMUM SQUARE FOOTAGE REQUIREMENTS. All Lots in The Properties are designated as single family residence lots to contain one story manufactured homes as more fully indicated and no principal building shall be constructed or erected on any single family residence Lot other than a one story manufactured home as more specifically described in Schedule “A”. No single-family residence shall otherwise be re-subdivided. No garage is allowed on a residential lot. Accessory buildings including but not limited to (sheds, etc.) are not permitted. A “single-family” is defined as one natural person, his/her spouse, if any, and their custodial children, if any, or not more than two (2) such persons not related by blood, marriage or adoption and their custodial children, if any, who customarily reside as a single housekeeping unit.

SECTION 1. B. LOT ELEVATION: Lot elevations have been set to maximize water runoff to the common properties. No lot elevation may be changed through the addition of fill or any other material.

SECTION 2. A. BUILDING SETBACK REQUIREMENT shall be in accordance with the requirements of Charlotte County,

SECTION 2. B. Provided however, that the Board of Directors of the POA or the Environmental Control Committee, upon written application thereto as provided in ARTICLE VI, may, with the approval of Charlotte County Building and Zoning Board, approve individual variances from the requirements of this ARTICLE IX, SECTION 2A and 2B.

SECTION 3. RECREATIONAL VEHICLES. No travel trailer, motor home, recreational vehicle, boat, tent, storage building, garage, barn or outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently.

SECTION 4. PARKING. No truck exceeding one-ton capacity shall be parked overnight in areas zoned residential unless the truck is employed in the construction or remodeling of residential units.

SECTION 5. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except signs permitted by Charlotte County, all of which shall be approved by the Board of Directors of the POA or the Environmental Control Committee.

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SECTION 6. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats or other domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Limit, two (2), animals per household.

SECTION 7. TRASH STORAGE. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers in the trash enclosures provided in the project. No Lot in which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

SECTION 8. PLANTING. No hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above-described limits of intersections unless the foliage line is maintained at or above six (6') feet above the roadway intersection elevation to prevent obstruction of sight lines.

SECTION 9. TREE PRESERVATION. No large trees measuring six (6") inches or more in diameter at ground level may be removed without the written approval of the Environmental Control Committee, unless located within ten (10') feet of the main dwelling or accessory building or within ten (10') feet of the approved site for such building. No trees shall be removed from any Lot without the consent of the Environmental Control Committee, until the Owner shall be ready to begin construction.

SECTION 10. OIL, GAS AND MINERAL OPERATIONS. No operations with respect to oil, gas and minerals, including, without limitation, drilling, development, refining, exploration, quarrying, mining or extractions of any kind shall be permitted upon any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick, drilling rig or other structure designed for use in drilling for oil or gas shall be erected, maintained or permitted upon any Lot.

SECTION 11. EASEMENTS. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, or any easements granted by The Developer pursuant to ARTICLE IV, SECTION 5, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. The easement area for each Lot, tract, or parcel and all permitted improvements within said easement areas shall be maintained continuously by the Owner of the Lot, tract, or parcel, except for those improvements for which a public

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authority or utility company is responsible. Each Owner is granted an easement over, upon and across the land of the adjoining owner on each side for the purpose of maintaining, painting and repairing the extension of the wall on said Owner's property.

SECTION 12. It is understood and agreed that said premises may not and shall not be used for convalescing or custodial care as a home occupation.

SECTION 13. ADDITIONAL RULES AND REGULATIONS. The Board of Directors of the POA may establish such additional Rules and Regulations as may be deemed to be for the best interest of the POA and its Members provided that any Restrictions in the use of the recreational facilities are approved by a majority of POA Members who are voting in person or by proxy at a POA meeting called for that purpose.

ARTICLE X **GENERAL PROVISIONS**

SECTION 1. AMENDMENTS. Anything in this Declaration, to the contrary notwithstanding, this Declaration of Covenants and Restrictions may be amended from time to time by recording among the Public Records of Charlotte County, Florida, an instrument executed by the President and attested to by the Secretary of the POA indicating that at a meeting called for that purpose two thirds (2/3) of the members who are voting in person or by proxy have approved such amendment, provided, that no such amendment shall affect or interfere with vested rights previously acquired by Lot or Unit Owners.

SECTION 2. DURATION. Except as provided in SECTION 1 hereof, the Covenants and Restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the POA, or the Owner of any land subject to this Declaration and their respective legal representatives, heirs, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, unless the same be amended, modified or reviewed pursuant to the provisions of SECTION 1 of this ARTICLE. Therefore and after the expiration of said initial twenty (20) year period, said Covenants shall be automatically extended for successive periods of ten (10) years unless this SECTION is amended, modified, or revised as provided in SECTION 1 of this ARTICLE.

SECTION 3. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, or hand delivered, to the last known address of the person who appears as a Member of the POA on the records of the POA at the time of such mailing.

SECTION 4. ENFORCEMENT. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these

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Covenants; and failure by the POA or any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Board of Directors shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these Covenants and Restrictions, to enter upon the Property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass.

SECTION 5. SEVERABILITY. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way effect any other provision hereof, which shall remain in full force and effect.

SECTION 6. EASEMENT FOR WALKWAYS. The POA reserves to itself and to its successors and assigns the rights to construct walkways between the cluster homes for the benefit of the occupants and their guests, as well as for the purpose of maintenance of the lawns adjoining such areas. To this extent and for this purpose the POA reserves an easement over and across said walkways.

ARTICLE XI **Attachments**

There is attached to this Declaration and incorporated herein by reference as Schedule "C", a budget which shall be in full force and effective for the first (1st) year of operation of the said Association. Thereafter, and pursuant to the provisions OF ARTICLE V, SECTION 4, paragraph two (2), the Board of Directors of the POA may increase the amount of the annual assessment.

SCHEDULE "A"

Lots situated in **THE VILLAGE OF HOLIDAY LAKE** according to the Plat thereof as recorded in Plat Book 15 at Pages 5A through 5F of the Public Records of Charlotte County, Florida as shown on Schedule "A" attached hereto.

Lots situated in the First (1st) Re-Plat in **THE VILLAGE OF HOLIDAY LAKE** according to the plat thereof recorded in Plat Book 15 at Page 40A of the Public Records of Charlotte County, Florida.

Lots situated in Unit Two (2) of **THE VILLAGE OF HOLIDAY LAKE** according to the plat thereof recorded in the Public Records of Charlotte County, Florida in Plat Book 15 at Pages 51A through 51C.

A manufactured home (formerly known as a mobile home) is built to the Manufactured Home Construction Safety Standards (HUD code). Manufactured homes are built in the controlled environment of a manufacturing plant and are transported in one or more sections on a permanent chassis.

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SCHEDULE "B"

Block 1, Loris Court, Tracts A, B, C, D, F, G, H, I, J, K, L, and S, and all private streets and roads including that part of Marathon Boulevard adjacent to the Village of Holiday Lake as they appear in said plat excepting there from Butterford Waterway (which has been dedicated to the public) in Village of Holiday Lake according to the plat thereof recorded in Plat Book 15 at Pages 5A through 5F of the public records of Charlotte County, Florida;

Tracts A1, A2, A3 and A4 as well as all private streets and roads including that part of Marathon Boulevard adjacent to Village of Holiday Lake according to the Plat thereof recorded in Plat Book 15 at page 40A of the public records of Charlotte County, Florida; and

Tract A1, A2, and A3 as well as all private streets and roads including that part of Marathon Boulevard adjacent to Village of Holiday Lake as they appear in said plat of Unit 2 of Village of Holiday Lake according to plat thereof recorded in the public records of Charlotte county, Florida in plat book 15 at pages 51A through 51C.

All of Tract D of THE VILLAGE OF HOLIDAY LAKE, a subdivision according to the plat thereof, as recorded in Plat Book 15, Page 5A, of the Public Records of Charlotte County, Florida, less and excepting the easterly 159.25 feet of Tract D which was previously conveyed to El Jobean/Gulf Cove Fire District by Warranty Deed dated April 17, 1984 at O/R Book 773, Pages 1642 through 1644 of the Public Records of Charlotte County, Florida.

OR773 PG 1642-1644

IN WITNESS, WHEREOF, THE VILLAGE OF HOLIDAY LAKE OF CHARLOTTE COUNTY PROPERTY OWNERS' ASSOCIATION, INC. has caused these presents to be executed by its proper Officers who are thereunto duly authorized, and its Corporate Seal affixed, at Port Charlotte, Charlotte County, Florida, this

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