

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR
CAPE HAZE WINDWARD**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR CAPE HAZE WINDWARD ("Declaration") is made this ____ day of _____, 2007, by CAPE HAZE WINDWARD PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation

R E C I T A L S

A. On July 28, 1982, CAPE HAZE CORPORATION recorded in the Official Records of Charlotte County Florida at OR Book 705, Page 812 a Declaration of Restrictions with respect to the real property described in the exhibits hereto and commonly known as CAPE HAZE WINDWARD.

B. The Declaration was amended and restated by multiple documents including but not limited to those recorded in the Official Record of Charlotte County Florida at OR Book 710, Page 663; OR Book 916, Page 1508; OR Book 1052, Page 553; OR Book 1065, Page 1773; OR Book 1085, Page 1752; OR Book 1274, Page 1045; and OR Book 1574, Page 0566.

C. CAPE HAZE WINDWARD PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation is the association referenced in the Declaration, is the successor in interest to CAPE HAZE CORPORATION, and holds all right to enforce and amend the Declaration.

D. CAPE HAZE WINDWARD PROPERTY OWNERS ASSOCIATION, INC. has adopted this AMENDED RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR CAPE HAZE WINDWARD in accordance with the requirements of its bylaws and the Declaration, as previously amended, and intends that the Declaration and all amendments thereto, including but not limited to all amendments and restatements identified in these recitals, shall be further amended and restated in their entirety in this instrument.

NOW THEREFORE, it is declared that the Property, whether or not subject to additional regulation under other declarations of restriction or condominium (all of which shall be and remain inferior and subject to this Declaration) is and shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

Definitions

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

A. "Association" shall mean the CAPE HAZE WINDWARD PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

B. "Dwelling Unit" shall include (1) all multifamily housing units including but not limited to all "Cluster Homes", "Townhouses" "Patio Houses" and "Condominium Units"; .and (2) all Single Family Residences as defined herein.

C. "Common Areas" shall mean and refer to such land owned by the Association or otherwise designated for use as Common Areas, together with any improvements thereon including, without limitation, all structures, recreational facilities open space, roadways, parking areas, private sidewalks, street lights and entrance features, but excluding any public utility installations thereon and any land or improvements hereafter dedicated to public use and accepted for public maintenance. Common Areas are intended to be devoted to the common use and enjoyment of the Members of the Association and are not dedicated for use by the general public, and include all of the land identified on Exhibit "E" hereto.

D. "Developer" shall mean and refer to CAPE HAZE CORPORATION, its successors and assigns.

E. "Lot" shall mean and refer to any plot of land in the Property (as herein defined) intended and subdivided and/or platted for residential use.

F. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, hereof.

G. "Owner" shall mean and refer to the record owners, whether one or more persons or legal entities, of the fee simple title to any Lot or Unit (as herein defined).

H. "Patio Association" shall mean and refer to Windward Patio Association, Inc., a Florida corporation not for profit which is the secondary homeowners association for the Windward Patio Homes portion of Cape Haze Windward.

I. The "Property" shall mean all land described in Exhibit "A", including Lots and Common Areas, and all improvements, including dwelling units, and additions thereto, all of which shall be subject to this Declaration.

J. "Structure" shall mean any construction not otherwise specifically described, including but not limited to parts and additions to buildings, cisterns, walls, fences and other enclosures, walks and driveways.

K. "Single Family Residence" shall mean a residence intended to be used for single family occupancy and use, and specifically excludes duplexes and other multiple family dwellings, mobile homes, modular home, manufactured homes, or any other prefabricated housing units.

L. "Garage" shall mean the enclosed portion of a dwelling used primarily for the parking of automobiles or similar vehicles.

M. "Nuisance" shall mean conduct or activity which obstructs the reasonable use of the Property or which endangers life or health is offensive to the senses, or violates the laws of decency.

ARTICLE II

Property Subject to this Declaration; Additions Thereto

Section 1: Legal Description. The real property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Charlotte County, Florida, and is more particularly described in Exhibit "A" attached hereto, all of which real property, and all additions thereto, are herein referred to collectively as the "Property."

ARTICLE III

Land Use

Section 1: The Lots Described in Exhibits "B" and "C". All Lots described in Exhibits "B" and "C" are designated as "Single Family Residence Lots" and no principal building shall be constructed or erected on any Single Family Residence Lot other than one (1) detached single family dwelling which shall not exceed two (2) stories in height. No Single Family Residence Lot may be re-subdivided. No principal structure shall be constructed Single Family Residence Lot having a living area less than two thousand (2,000) square feet of heated/air conditioned space, and each such structure must also have a garage with space adequate for parking a minimum of two cars or similar vehicles. The foregoing restrictions shall not prohibit the construction of a single family residence on more than one (1) Single Family Residence Lot or on contiguous parts of two (2) or more Single Family Residence Lots, provided that such building site shall have no less square footage, frontage or depth than required for a Single Family Residence Lot by these restrictions and county or state subdivision laws and regulations, as the same may be amended from time to time. All construction on Single Family Residence Lots shall be subject to the Architectural Review requirements hereof.

Section 2: The Lots Described in Exhibit "D". The Lots described in Exhibit "D" ("Exhibit "D" Lots) may, at the option of the Association, as successor to the Developer, and in the Association's sole discretion, be designated for construction of either detached single family residences, or attached multifamily residences (commonly referred to within Cape Haze Windward as Patio Homes, Cluster Homes, and/or Town homes). No principal building shall be

constructed or erected on an Exhibit "D" Lot other than a detached Single Family Residence, or an attached multifamily residence. No multifamily structure constructed on Exhibit "D" Lots shall exceed two (2) stories in height. Each Dwelling Unit within an attached multifamily structure constructed on an Exhibit "D" Lot shall have living area less of no less than one thousand six hundred (1,600) square feet of heated/air conditioned space per dwelling unit. Each Single Family Residence g is constructed on an Exhibit "D" Lot, shall be constructed having a living area of no less than one thousand eight hundred twenty five (1,825) square feet of heated/air conditioned space, and a garage with space adequate for parking a minimum of two cars or similar vehicles. This restriction shall not prohibit the construction of a Single Family Residence on more than one (1) Exhibit "D" Lot, contiguous parts of two (2) or more Exhibit "D" Lots, or on a portion of one (1) Exhibit "D" Lot, provided that such building site shall have no less square footage, frontage or depth than as required for a Lot herein or by county and/or state subdivision laws and regulations, as the same may be amended from time to time. This restriction shall not prohibit the construction of a attached single family residence containing more than one (1) dwelling units on two (2) or more contiguous Lots so long as the number of dwelling units within the structure does not exceed the number of contiguous Lots included within the building site multiplied by two (2) or the density permitted by county zoning regulations whichever is greater, provided that such building site shall have no less square footage, frontage or depth than as required herein or by county and/or state subdivision laws and regulations as the same may be amended from time to time. All construction on Exhibit "D" Lots shall be subject to the Architectural Review requirements hereof.

Section 3: Tracts A, B, C, D, and E. Tracts A, B, C, D, and E as reflected on the Plat of Cape Haze Windward are designated as commercial and multi-family residential tracts which may contain both commercial and multi-family use structures including but not limited to, a golf clubhouse and/or a hotel/motel/lodge. No principal commercial or multi-family residential use building shall be constructed on these tracts other than as permitted by zoning classification Commercial Tourist (CT) of the zoning regulations of Charlotte County, Florida, as the same may be amended from time to time. Tracts A, B, C, D and E shall contain no more than the number of dwelling units (whether single family or multi-family) allowed therein pursuant to county and/or state laws and regulations, as the same may be amended from time to time. Each such unit shall contain a living area of no less than one thousand eight hundred (1,800) square feet of heated/air conditioned space for a dwelling unit. Tract D is designated for commercial and multi-family residential structures.

Section 4: Tract F. Tract F as reflected on the Plat of Cape Haze Windward is designated and shall be used for purposes of maintenance structures, filtering storm-water runoff, recreational uses, other noncommercial or nonresidential uses and such other uses and structures as may be permitted in the MP and ES zoning classifications in Charlotte County, Florida, and will be part of the Common Area.

Section 5. Architectural Review, Dwelling Unit Colors and Other Restrictions.

A. Architectural Review. All plans and specifications for construction of any Dwelling Unit, Single Family Residence, or any other building or structure including, but not limited to, new construction, additions, alterations, modifications, exterior walls, fences, hedges,

sheds, boat docks, sea walls, bulkheads, grading, filling, dredging and excavation and landscaping must first be approved by the Association. Refusal or approval of these plans and specifications by the Association may be based on any grounds, including purely aesthetic grounds. Prior to commencement of construction of any of the forgoing, a set of plans and specifications, including working drawings, and a site plan showing the location of all buildings or other structures, landscaping, parking spaces and driveways, walkways, terraces, patios, mailboxes, utility lines, property lines and setbacks shall be submitted to the Association and shown to meet the requirements of these restrictions and all building, zoning, plumbing, electrical and other codes in effect at the time of construction or alteration of such building or structure. Refusal of approval of plans and specifications by the Association may be based on any ground, including purely aesthetic grounds (such as exterior paint color and roof materials) which, in Association's sole and uncontrolled discretion, the Association deems sufficient.

Construction specifications which the Association may, in its discretion, review, include (but are not limited to) roof pitch and materials, parking and driveway materials, exterior materials and colors, the location and sight screening of air conditioning/heating systems and the location, design and color of mailboxes. Permitted driveway materials include, but are not limited to, concrete pavers.

Prior to approval of plans and specifications, written approval of the building contractor to be employed in the construction of the building and other structures must be obtained from the Association. Such building contractor must be a regularly employed contractor in Charlotte County, Florida, duly licensed to construct the proposed building and other structures.

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

Association reserves the right (but not the obligation) to, from time to time, inspect building construction as it proceeds in order to assure itself that the building and other structures are being constructed according to the plans and specifications and site plan. Such inspections, if undertaken by the Association, shall be solely for the purpose of determining that construction is in compliance with the approved plans and specifications, site plan and these deed restrictions. If inspections show that the building is not being constructed in accordance with the approved plans and specifications, the site plan or these deed restrictions, then a letter shall be delivered to the contractor, with a copy of same to the Owner, setting forth said objections. Forthwith thereafter, the work shall stop and abate until the objections shall have been complied with and resolved. The issuance of a building permit or other license or the substantial completion of improvements which may be in contravention of the plans and specifications, the site plan or these restrictions shall not prevent the Association from enforcing these provisions.

The Association, in its sole discretion, may delegate its review of building plans and specifications and site plans to an architectural control committee comprised of members of the Association.

B. No Owner may paint home doors or trim without first submitting a color sample of the paint to be used for such repainting to the Association for approval. The Association shall have the absolute right to approve the paint color to be used.

C. Setback requirements for all structures shall be as required by county and/or state subdivision laws and regulations, as the same may be amended from time to time.

D. No building or structure or tent, shack, unenclosed garage boathouse, dock, construction trailer, or other non-residential building shall be used or constructed on the Property at any time, either temporary or permanent, without prior approval of the plans and/or specifications therefore being first approved, in writing, by the Association. No garage may be used as temporary or permanent living quarters.

E. Carports and flat roof designs are prohibited.

F. No property Owner except the Association shall pump or otherwise remove water from any drainage system, canal, pond or other watercourse in or adjoining the Property Without prior written approval of the Association.

G. No filling or dredging shall be done beyond any Lot line without the express written approval of the Association, nor shall any excavating of boat slips or other similar excavation within the Lot line be done without said approval. No bulkhead, rip rap, revetment, seawall or other like structure shall be built until plans have been approved by the Association and all local, state and federal agencies having jurisdiction thereover.

H. Fences, walls and similar barriers (hereafter "Fence") of any height in any location are prohibited. No Fence shall be planted, constructed, erected, or maintained on any Lot unless required by law:

(a) Hedges will be considered landscaping features for which the Association must grant Architectural Review approval prior to planting.

(b) Any Fence specifically approved in writing in place as of the date this Amended Declaration is adopted shall be permitted to remain but shall not be modified, enlarged, enhanced, improved, replaced, or extended in any way. Any fence not previously approved in writing shall be completely removed upon the earlier of (a) the sale or other conveyance of the Lot on which it is located; or (b) its destruction or damage to the extent of fifty percent (50%) of replacement cost, or greater.

I. Easements and rights-of-way have been reserved throughout Cape Haze Windward for the creation, construction and maintenance of utilities such as gas, water, telephone, electricity, sewers, storm drains, and related uses. Such easements and rights-of-way are located in the rear ten (10) feet of every Lot and six (6) feet along both sides of every Lot, unless expressly released by the Developer or the Association in an instrument recorded in the Public Records of Charlotte County, Florida.. Where more than one (1) Lot or parts of one or

more Lots are intended as a building site, only the outside boundaries of the building site are encumbered by the foregoing side easements. Encroachment into easement by any owner shall be owner's responsibility.

J. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other customary household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot. Each dog must be on a leash and in full physical control by the Owner or handler at all times when the dog or cat is outside of the Owner's Lot. All excretions shall be immediately removed by the owner or caretaker of the pet from the Property, placed in a sealed container and deposited in the Owner's solid waste container. The ability to keep pets is a privilege, not a right, and the Association may order and enforce the removal of any pet under any guidelines in that may from time to time be set forth in the Charlotte County Code of Ordinances or under circumstances that, in its determination, for any reason become a source of annoyance to other residents or endangers the health, safety and welfare of resident. Commercial or similar activities involving pets, including but not limited to breeding for sale, is prohibited in the single or multi family zoned areas of Cape Haze Windward. All pets shall be licensed by the appropriate State or local authorities and shall be maintained in accordance with all applicable laws and regulations.

K. "For Sale", "For Rent" and other like signs shall be 12" x 18" or less in size and the design thereof shall be approved by the Association prior to use by an Owner or Owner's agent. Other than as stated above, no signs of any kind shall be displayed on any Lot or on any property owned by the Association or on any vehicle parked on any Lot unless the design and size of such signs have first been approved by the Association. Further, no such signs shall be posted, displayed or erected less than ten (10) feet from the edge of the pavement of any road.

L. Home occupations shall not show any exterior indication of business activity (including vehicular signs), generate more than normal residential traffic, or create objectionable noise, glare, fumes, odors or electrical interference. Retail sales of any kind, including garage or lawn sales, are prohibited.

M. Nothing shall be done and no condition shall be allowed to continue which may be or may become a nuisance.

N. All Lots, vacant and improved, shall be maintained in a manner that, in the discretion of the Association, is considered to be neat and attractive, and shall be kept free of accumulations of brush, trash or other material. The ground cover of all Lots, including but not limited to grass, weeds or otherwise, shall be maintained at a height of six inches or less. After fourteen (14) day's notice to the Owner of a Lot (including any condominium or other association), the Association may enter onto any Lot, for the purpose of clearing away any accumulation, cutting any ground cover, or otherwise restoring such Lot to a condition consistent with the requirements of this paragraph, and assessing the cost thereof against the Owner, for which the Association shall have a specific lien against the Lot and its Owner, enforceable as provided in Article VI herein. During periods of construction, all lots shall be kept in a neat and

orderly condition. Trash and debris shall be kept inside a solid walled enclosure. All homes shall be kept neat, tidy, and as free from weeds as possible. Weeding shall be part of the regular landscape maintenance. House walls and screed enclosures shall be kept free of weeds and vines. Lots that are formally and lawfully designated as preserve areas shall be maintained in a manner consistent with applicable permits and regulations.

O. No private water well shall be permitted on any Lot for any purpose except a well for irrigation.

P. No trailer, utility trailer, recreational vehicle, conversion van, mobile home, camper, or any other vehicle including storage shall be placed on the Property at any time for more than 48 hours in any single four (4) week period.

Q. Parking Guidelines:

1. No inoperable vehicles of any kind shall be allowed to remain on any Lot for more than 48 hours.

2. Only the number and size vehicles that can fit in the garage on a Lot may be parked on the driveway of that Lot, on a regular and continuing basis.

3. No commercial vehicle of any kind shall be parked on a Lot for a period of more than four (4) hours, unless the driver of such a vehicle is engaged in the active construction or repair of a structure on the Lot, or is engaged in active maintenance to the Property. For the purpose of this restriction, "commercial vehicle" shall be defined as follows:

- a. Vehicles over $\frac{3}{4}$ ton capacity.
- b. Vehicles with a commercial sign.
- c. Vehicles with exposed equipment, ladders, construction materials or similar commercial use devices.
- d. Vehicles with utility trailers.
- e. Step Vans and vans exceeding 24 feet in length.

4. No truck over $\frac{3}{4}$ ton shall be permitted to be parked on any Lot except as provided in paragraph 3 above or except in a fully enclosed garage.

5. No vehicle, boat or trailer of any kind or for any reason, shall be parked on any lawn or greenbelt. However, on navigable waterfront Lots, boats may be stored on a cradle or davit adjacent to the waterfront if the location and method of construction of such cradle or davit have been previously approved by the Association and permitted by all authorities having jurisdiction thereover.

The Association may allow overnight parking of a boat, motor home, recreational vehicle, or trailer for the convenience of loading or unloading. The pass may not exceed two (2) days. The pass must be obtained in advance before any of the above is parked or placed on the property. A pass will be issued only to the occupant living in the property. Repeated violations or abuses may result in the suspension of the right to obtain any pass for a person, address or vehicle. No more than 48 hours in a thirty-day period will be issued.

R. No gas tank, gas container or gas cylinder shall be permitted to be placed above ground on or about the outside of any principal or accessory building or structure except for a small gas cylinder customarily used with a gas barbecue grill, which shall not exceed twenty (20) pounds in size.

S. Outdoor clothes drying must be done in a sight-screened area so as not to be readily visible from off of the Lot upon which the clothes drying occurs.

T. Satellite dishes, television, radio or other antennae or like devices may only be installed with the prior written approval of the Association. Nothing herein shall be construed to conflict with the requirements of any State or Federal law or regulation regarding the installation of satellite dishes or similar equipment.

Requests for satellite dish installation shall be submitted to the Association, which will determine installation location approval, consistent with the aesthetics of the community. The Association may require landscape or other screening to maintain aesthetics as part of any installation.

U. All trash cans, receptacles, containers and/or bags shall be kept within a fully enclosed structure or other screening approved by the Association, in all events so that trash containers are not visible from streets, other Lots and Common Areas.

V. Each Owner shall be responsible for the maintenance and repair of the Owner's Lot and all improvements thereto (excluding any common irrigation system), including the landscaping and lawn thereof and of any enclosed areas and any special landscaping the Architectural Review Committee may require as a condition of plan approval. Each Owner shall carry out such maintenance obligations at his sole expense. Maintenance by the Owner shall further include painting (subject to all applicable rights of color approval), repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, screening and caging, walks and other exterior improvements and periodic irrigation of the lawn and landscaping. Roof tiles shall be kept clean. All such maintenance and repairs shall conform to the standards promulgated from time to time by the Association in accordance herewith.

W. All rentals shall be subject to a Code of Conduct as may be adopted by the Board of Directors of the Association from time to time. All rentals shall be for a minimum of thirty (30) days unless changed by the Association's Board of Directors.

X. Failure of a member to comply with this Amended Declaration shall be grounds for immediate action which may include without limitation, an action to recover sums due for damages, injunctive relief, imposition of fines, foreclosure of liens, or any combination

thereof or other relief at law or in equity, and for recovery without limitation of all reasonable attorney's fees, costs and expenses expended by the Association, for pre-suit, trial and appellate level proceedings, post judgment enforcement, and any other matters in connection with enforcement of this Amended Declaration, the By Laws, and all rules and regulations of the Association, including, but not limited to, rules adopted by the Design Review Board including appellate fees and costs.

In addition to all other remedies, a fine of up to \$100 per violation, or \$100.00 per day for continuing violations, may be imposed in accordance with the requirements of Chapter 720, Florida Statutes. A fine may be imposed with notice of at least 14 days to the person to be fined and opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The fine must be approved by majority vote of the committee at or after the hearing.

ARTICLE IV

Membership and Voting Rights in the Association

Section 1: Membership. Every person or legal entity who is a record Owner of a fee or undivided fee interest in any Lot, or dwelling unit shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Every person or legal entity who is a record Owner of a fee or undivided fee interest in Tracts A, B, C, D or E as described in Article III, Sections 3 and 4, shall also be a Member of The Association provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. In addition, every person or legal entity who is a record Owner of a fee or undivided fee interest in a Dwelling Unit shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the Performance of an obligation shall not be a Member. Every person or legal entity who is a record Owner of a fee or undivided fee interest in any Lot described on Exhibit D-1, or dwelling unit located on a Lot described in Exhibit D-1, shall be a Member of the Patio Association in addition to the Association.

Section 2: Voting Rights. The Association shall have one (1) class of voting members. The Owner(s) of each Lot and Dwelling Unit shall be entitled to one (1) vote on all matters coming before the membership of the Association. The Owner of Tract A shall be entitled to that number of votes in the Association equivalent to the actual number of dwelling units in existence at the time of a vote. If two (2) or more persons are the joint owners, stockholders, members, or partners in ownership of a Lot or Dwelling Unit, any of them may become a Member of the Association, but only one (1) shall be entitled to vote on behalf of the Lot or Dwelling Unit. The joint Owners, corporation, partnership or other legal entity shall designate one (1) voting member who shall be entitled to vote. Whenever a Member shall cease to own a Lot or Dwelling Unit, such Member shall automatically be dropped from the membership role of the Association. A Member shall have no vested right, interest or privilege of, in or to the assets, functions, affairs or

franchises of the Association. A Member shall have no right, interest or privilege which may be transferable or inheritable or which shall continue after such Member's membership ceases or while a Member is not in good standing.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors which shall consist of not less than three (3) nor more than nine (9) Members of the Association. Each Board shall have such powers as are granted by the Articles of Incorporation of the Association, any power vested in it by law, and, without limiting the generality of the foregoing, the following:

A. To appoint or remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them security and/or fidelity bonds as it may deem expedient;

B. To establish, levy, assess and collect annual dues, maintenance fees and assessments and all other charges referred to in this Declaration and the Articles of Incorporation;

C. To adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Members, their family, tenants and their guests with respect thereto;

Section 4. General Matters. When reference is made herein, or in Articles, Bylaws, Rules and Regulations, Management Contracts or otherwise, to a majority or other specified percentage of Members, such reference shall be deemed to refer to a majority or specific percentage of the votes cast at a meeting of the Association.

ARTICLE V

Property Rights in the Common Areas, Maintenance and Other Easements

Section 1: Members Easements. Each Member and each Tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the Common Areas and the roadways constructed on the Common Areas, for use in common with all other such Members, their tenants, agents and invitees.

Such rights of use and enjoyment of the Common Areas are hereby made subject to the following:

A. The right and duty of The Association to levy assessments against each Lot or Dwelling Unit for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with all applicable restrictions on the plat of the Property.

B. The right of The Association to suspend the right of an Owner (and any designee(s) of such Owner) to vote and to use the Common Areas during any period in which any assessment against such Owner's Lot or Dwelling Unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

C. The right of the Association to adopt at any time and from time to time to enforce rules and regulations governing the use of the Common Areas and any facilities at any time situated thereon, including the right to fine Members as provided in Article VI hereof. Any rules and/or regulations so adopted shall apply until rescinded or modified as if originally set forth in this Declaration.

D. The right to the use and enjoyment of the Common Area and facilities thereon shall extend to all permitted users' immediate families who reside with them, subject to the Association's rules and regulations.

E. The right of the Association to limit the number of guests of Members making use of the Common Areas.

F. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving, repairing or rebuilding their respective Common Area and facilities and in aid thereof, and with the assent of a majority vote of the Members of the Association. The rights of any such mortgagee or mortgagees in and to the Common Areas shall be subordinate to the rights of the Owners hereunder.

G. The right of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, an irrigation system, sewer, drainage, cable television, fuel oil and other public or private utilities; and

H. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

I. Members of the Association shall have no rights in and to the Common Areas unless specifically set forth herein.

Section 2: Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot or Dwelling Unit.

Section 3. Maintenance. The Association shall in the exercise of its discretion maintain, repair, manage, operate, insure, and replace the Common Areas and the improvements and other structures (except utility facilities owned or maintained by utilities) situated on the Common Areas, with all such work to be done as ordered by the Board of Directors of the Association. All work pursuant to this Section 3 and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of such Owner's right to use the Common Areas.

The Patio Association shall be responsible for the maintenance (including mowing), repair and irrigation of the lawns and landscaping of the Dwelling Unit Lots designated by the Patio Association and upon which homes have been constructed. These responsibilities shall be in accordance with the rules and regulations established by the patio Association as the same may be from time to time amended. Patio Association Lots are described in Exhibit D-1.

Section 4. Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, and the common irrigation system for the applicable Dwelling Units shall be in accordance with the applicable provisions of this Declaration. The Association holds and shall at all times enjoy a perpetual easement in the Common Areas for the installation, maintenance, repair and replacement of community and/or CATV lines, equipment and materials and other similar underground television and radio cables for service to the Lots or Dwelling Units, the utility easements described in Article II, Section 6J above, and the pedestrian and golf course vehicular access easements, including golf carts and golf course maintenance vehicles, and easements for the construction and maintenance of golf cart paths.

Section 5. Public Easements. There shall exist perpetual fire, police, health and sanitation, park maintenance and other public service easements for pedestrian and vehicular ingress and egress over and across the Common Areas.

Section 6: Pedestrian and Vehicular Traffic and Use Easement. A non-exclusive easement shall exist on and over the Common Areas of the Association for pedestrian traffic and for the designated uses over, through and across streets, sidewalks, paths, walks and other portions of said Common Areas as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of all Property Owners in Cape Haze Windward and their guests, licensees and invitees and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park an automobile, boat or any type of vehicle upon any portion of said Common Areas, except to the extent that space may be specifically designated and assigned for parking purposes. A non-exclusive easement shall exist on and over the Common Areas of the Association for pedestrian traffic and for the designated uses over, through and across streets, sidewalks, paths, walks, and other portions of said Common Areas as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of the Members of the Association, and their guests, licensees and invitees and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park an automobile, boat or any type of vehicle upon any portion of said Common Areas, except to the extent that space may be specifically designated and assigned for parking purposes.

Section 7: Storm Drainage. The operation of the surface water management system shall be the responsibility of The Association or any successors in interest. The Association shall have perpetual access easements over the Property, including all Common Areas, to carry out such maintenance.

ARTICLE VI

Association-Covenant for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of the Assessments. Each Owner of a Lot or Dwelling Unit within the Property, hereby covenants and agrees, and each Owner of any Lot or Dwelling Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to so covenant and agree to pay to the Association and the Patio Association, as applicable, annual assessments or charges for the maintenance, management, operation and insurance of the Common Areas and of the irrigation, maintenance and repair of the lawns and landscaping within the Patio Association as provided in this Article VI hereof, including such reasonable reserves as the Association or the Patio Association may deem necessary, capital improvement assessments as provided in Article VI, Section 5, hereof, assessments for damages as provided in Article VI, Section 4 hereof, and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established and collected from time to time as herein provided. Both annual and special assessments shall be fixed at an annual rate for all Lots or Dwelling Units unless assessed against a specific Lot or Dwelling Unit for the reasons set forth in this Declaration. In addition, special assessments may be levied against particular Owners and Lots or Dwelling Units and Owners to the exclusion of other Owners and other charges against specific Lots or Dwelling Units as contemplated in this Declaration. The annual, special and other 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 such assessment is made. Each such assessment, together with such interest thereon and costs of the collection therefore as hereinafter provided, shall also be the personal obligation of the person(s) or legal entity who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid. Nothing herein shall prohibit other homeowners, condominium or similar associations not referenced above and lawfully operating within Cape Haze Windward from levying and enforcing assessments in accordance with their governing documents; however, such assessments shall be applicable and assessable only to property owners properly subject thereto. Reference herein to "Assessments" shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2: Equal Assessments. The amount of all Assessments imposed by the Association, except those assessed against an individual Lot as set forth below, shall be equal. Said amount shall be determined by multiplying the total assessment for the Association, by a fraction whose numerator is always "one" (1) and whose denominator shall be the total number of votes in the Association at any given time as determined above.

Section 3. Purpose of Assessment. The Assessments levied by the Association shall be used for administration and management fees, maintenance of the Common Areas, and for capital improvements as provided in Article VI, Section 5 hereof, maintenance of street lighting and landscaping, or to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them, their guests and tenants. Assessments levied by the Patio Association shall be for the irrigation, maintenance and repair of the lawns and landscaping of Lots within the Patio Association, and for such other purposes as

are consistent with the governing documents of the Patio Association as the same may be from time to time amended.

Section 4. Specific Damage. Owners, their children, guests, tenants and invitees causing damage to any portion of the Common Areas as a result of misuse, negligence, or otherwise shall be directly liable to the Association and a special Assessment may be levied therefor against such Owner or Owners. Such special Assessments shall be subject to all of the provisions hereof relating to other Assessments, including, but not limited to, the lien and foreclosure procedures.

Section 5. Capital Improvements. Funds in excess of twenty thousand dollars (\$20,000.00) in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by said Association as a special Assessment only upon approval of a majority of the Board of Directors of said Association voting at a meeting or by ballot as may be provided in the Bylaws of said Association.

Section 6. Assessment Amount; Due Dates. The Annual Assessments of the Association shall be payable in monthly installments, or, if so determined by the Board of Directors of the Association, in annual, semi-annual or quarterly installments.

The Assessment amount may be changed at any time by the Board of Directors of the Association from that originally stipulated or from any other Assessment that is in the future adopted. The Assessment shall be for the calendar year [to be reconsidered and amended, if necessary, every six (6) months], but the amount of the annual Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special Assessment under Article VI, Section 5 hereof shall be fixed in the Board resolution authorizing such Assessment.

Section 7: Duties of the Board of Directors; Assessment Certificates. The Board of Directors of the Association shall fix the date of commencement and the amount of the Assessment against each Lot, or Dwelling Unit, subject to the Association's jurisdiction 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 Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection at reasonable times by any Member of the Association.

Written notice of the Assessment shall be sent to every Member of the Association thirty (30) days prior to the due date of the first payment, except as to emergency Assessments.

Subject to the provisions of this Article VI, the Association shall, upon demand at any time, furnish to any Member liable for an Assessment a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid as to any particular Lot or

Dwelling Unit. Such certificate shall be conclusive evidence of payment of any Assessment to the applicable Association therein stated to have been paid.

In addition to all other authority established under the Articles of Incorporation and Bylaws of the Association, the Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services.

Section 8: Effect of Non-Payment of Assessment; the Personal Obligation; the Lien of the Association. If the Assessments are not paid on the date(s) when due (being the date(s) specified in Article VI, Section 6 hereof), then such Assessments shall become delinquent and shall, together with the late charges, interest and costs of collection thereof as hereinafter provided, become a continuing lien on the Lot or Dwelling Unit which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such Assessment shall pass to such Owner's successors in title and recourse may be had against either or both of them.

If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than Twenty dollars (\$20.00) may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), and all such sums shall bear interest from the dates when due until paid at the highest lawful rate and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien thereupon against the property on which the Assessments and late charge are unpaid and/or may foreclose the lien against the property on which the Assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively and attorneys' fees and costs of preparing, filing and enforcing the claim of lien and the complaint in such action shall be added to the amount of such Assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a reasonable attorney's fee, including appellate fees, to be fixed by the court together with costs of the action.

It shall be the legal duty and responsibility of the Association (as hereinafter contemplated) to enforce payment of Assessments hereunder. Failure of the Association to send or to deliver bills shall not, however, relieve Owners from their obligations.

All Assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association, its successors or assigns.

Section 9: Subordination of the Lien. The lien of the Assessments provided for in this Article VI shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, and secure indebtedness to an institutional lender, which indebtedness is amortized in monthly or quarterly payments over a period of ten (10) years or longer. In the event that any mortgage in favor of an

institutional lender (which mortgage encumbers all or part of a Lot or Dwelling Unit and was recorded prior to recordation by the applicable Association of a claim of lien) is foreclosed, any purchaser at a foreclosure sale, and all persons claiming by through or under such purchaser or mortgagee, shall not be liable for the payment of a prior Assessment but shall hold title subject to the liability and lien or any Assessment coming due after such foreclosure. Any unpaid Assessment which cannot be collected as a lien against any Lot or Dwelling Unit by reason of the provisions of this Article VI, Section 9 shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots and Dwelling Units subject to Assessments by the respective Association.

Section 10: Management Agreements. Each Owner of a Lot or Dwelling Unit hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association and/or the Patio Association. Any and all management agreements entered into by the Association or the Patio Association shall provide that the management agreement may be cancelled prior to its expiration, but only upon sixty (60) days prior written notice, by a majority vote of the Board of Directors. Nothing herein shall limit the right of other Associations within Cape Haze Windward to enter into management agreements in accordance with their governing documents.

Section 11: Insurance Assessments. The Board of Directors of the Association, or the Board's duly authorized agent, shall have the authority to obtain insurance for all the property and improvements of whatever kind or nature owned by the Association against loss or damage by fire, flood and other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all of the Common Areas, and all damage or injury caused by the negligence of the Association or any of its agents, or which may be the responsibility of an Association because of its ownership of the Common Areas. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be a common expenses of the Association. All such insurance coverage shall be written in the name of the Association.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors may, with the concurrence of the mortgagee holding a mortgage upon the applicable Common Areas, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property.

ARTICLE VII

Easements and Rules and Regulations

Section 1: Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats of the Property, and for a common irrigation system for applicable Lots and Dwelling Units. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot or Dwelling Unit covered by an easement, and all

improvements in the area shall be maintained continuously by the Owner, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. Public utilities, the Association and its successors and assigns, have a perpetual easement for the installation and maintenance of water lines, sanitary sewers, storm drains, and electric and telephone lines, cables and conduits, under and through the utility easements as shown on the plats.

The Association, as successor to the Developer, reserves the right, in its sole and absolute discretion to modify, remove or add to the above-referenced easements or designate additional areas for easements for utilities and the aforesaid common irrigation systems in order to accommodate the placement of dwelling units and in order to maintain the flexibility for development as contemplated in Article III of this Declaration.

Section 2: Rules and Regulations. The Boards of Directors may adopt rules and regulations of their respective Association which may be modified, in whole or in part, at any time by the applicable Board.

ARTICLE VIII

Enforcement

Section 1: Compliance by Owners. Every Member shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of The Association.

Section 2: Enforcement. Failure of a member to comply with this Amended Declaration shall be grounds for immediate action which may include without limitation, an action to recover sums due for damages, injunctive relief, imposition of fines, foreclosure of liens, or any combination thereof or other relief at law or in equity, and for recovery without limitation of all reasonable attorney's fees, costs and expenses expended by the Association, for pre-suit, trial and appellate level proceedings, post judgment enforcement, and any other matters in connection with enforcement of this Amended Declaration, the By Laws, and all rules and regulations of the Association, including, but not limited to, rules adopted by the Design Review Board including appellate fees and costs.

In addition to all other remedies, a fine of up to \$100 per violation, or \$100.00 per day for continuing violations, may be imposed in accordance with the requirements of Chapter 720, Florida Statutes. A fine may be imposed with notice of at least fourteen (14) days to the person to be fined and opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The fine must be approved by majority vote of the committee at or after the hearing.

ARTICLE IX

General Provisions

Section 1: Duration. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 2: Notice. Unless otherwise specified, any notices required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the respective Association at the time of such mailing.

Section 3: Enforcements. Enforcement of these covenants and restrictions shall be accomplished 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 violation or to recover damages, and against the Lots, Single Family Residences or Units to enforce any lien created by these covenants. Failure by the Association 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.

Section 4: Severability. Invalidation of any one of these covenants or restrictions or any part or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or application in other circumstances, all of which shall remain in full force and effect.

Section 5: Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the approval by affirmative vote of no less than sixty-six and two-thirds percent (66 2/3%) of the votes cast at a meeting of the members of the Association at which a quorum is present.

Section 6. Conflict. This Declaration shall take precedence over provisions in the Articles of Incorporation and Bylaws of The Associations and the Articles shall take precedence over the Bylaws. In the event of any conflict between the provisions of this Declaration and any other declaration, covenants, restrictions, or similar regulations for any development, community, or association within Cape Haze Windward, the provisions of this Declaration shall prevail and control.

IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for Cape Haze Windward is executed as of the date first written above.

Signed, sealed and delivered in the presence of:

CAPE HAZE WINDWARD PROPERTY OWNERS ASSOCIATION, INC.

Witness sign _____
Witness print _____

By: _____
_____, _____

Witness sign _____
Witness print _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____ as _____ of Cape Haze Windward Property Owners Association, Inc., on behalf of the corporation. He is [] personally known to me or [] has produced _____ as identification.

Notary Public
My Commission Expires:

JOINDER AND CONSENT

THE UNDERSIGNED hereby joins in and consents to the foregoing Amended Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for Cape Haze Windward.

Signed, sealed and delivered in
the presence of:

CAPE HAZE CORPORATION, a
Florida corporation

By: _____
Print name: _____
Its: President

ATTEST:

By: _____
Secretary

EXHIBIT A

LEGAL DESCRIPTION

Cape Haze Windward, a subdivision in Sections 34 and 35, Township 41 South, Range 20 East, and Sections 2 and 3, Township 42 South, Range 20 East, Rotonda, Charlotte County, Florida, as recorded in Plat Book 15 at pages 59-A through 59-O, inclusive, Public Records of Charlotte County, Florida.

EXHIBIT B

SINGLE FAMILY RESIDENCE LOTS
(MINIMUM 12,500 SQUARE FEET)

Those certain Lots situated in Cape Haze Windward, according to the plat thereof as recorded in Plat Book 15 at Pages 59A-O of the Public Records of Charlotte County, Florida, are hereby designated as Single Family Residence Lots (Minimum 12,500 square feet), to wit:

	<u>Total Lots</u>	<u>Total Units</u>
337	1	1
342 through 349, inclusive	8	8
357 and 358, inclusive	2	2
362 through 393, inclusive	<u>32</u>	<u>32</u>
	43	43

EXHIBIT C

SINGLE FAMILY RESIDENCE LOTS
(MINIMUM 11,000 SQUARE FEET)

Those certain Lots situated in Cape Haze Windward, according to the plat thereof as recorded in Plat Book 15 at Pages 59A-O of the Public Records of Charlotte County, Florida, are hereby designated as Single Family Residence Lots (Minimum 11,000 square feet), to wit:

	<u>Total Lots</u>	<u>Total Units</u>
150 through 291, inclusive	142	142
303 through 318, inclusive	16	16
359 through 361, inclusive	<u>3</u>	<u>3</u>
	161	161

EXHIBIT D

SINGLE FAMILY RESIDENCE AND/OR ATTACHED MULTI FAMILY HOUSES

Those certain Lots situated in Cape Haze Windward, according to the plat thereof as recorded in Plat Book 15 at Pages 59A-O of the Public Records of Charlotte County, Florida, are hereby designated as Single Family Residence Lots and/or Patio House Lots, to wit:

	<u>Total Lots</u>	<u>Total Units</u>
1 through 149, inclusive	149	298
292 through 302, inclusive	11	22
319 through 336, inclusive	18	36
338 through 341, inclusive	4	8
350 through 356, inclusive	<u>7</u>	<u>14</u>
	189	378

EXHIBIT D-1

PATIO ASSOCIATION LOTS

The PATIO ASSOCIATION, in its entirety, shall include the following Lots:

79 through 108 A and B inclusive	60
117 through 121 A and B inclusive	10
124 through 128 A and B inclusive	10
130 through 131 A and B inclusive	4
110 A and B, 112 A and B, 114 A and B	6
109A, 111A, 113A, 115A, 116A, 122A,	6
123B, 129B	2

	98

EXHIBIT E

COMMON AREA

LEGAL DESCRIPTION

Fourteen (14) parcels of land lying in or adjacent to Cape Haze Windward subdivision as recorded in Plat Book 15, Pages 59-A through 59-O in the Public Records of Charlotte County, Florida being more particularly described as follows:

Parcel 1

That greenbelt area abutting the northwesterly side of lot line of Lot 292 and the rear lot lines of Lots 29 and 291 which is bounded on the northeast by the rear lot line extended of Lot 292. Containing 0.15 acres±.

Parcel 2

That greenbelt area abutting the rear lot lines of Lots 282 through 285, inclusive, and the rear lot lines of Lots 278 through 281, inclusive, and bounded on the northeast by a line; said line being a portion of the rear lot line extended southerly of Lot 278, commencing at the northeast corner of said Lot 278, thence S. 01-16-00 E a distance of 150 feet more or less to its intersection with the rear lot line of Lot 285. Containing 0.99 acres±.

Parcel 3

That greenbelt area abutting the rear lot lines of Lots 268 through 275, inclusive, and bounded on the northeast by a line parallel to the northerly right-of-way line of Arlington Drive as it abuts Lot 271 and 272 and being a distance of 370.13 feet northeasterly of said right-of-way line. Containing 0.36 acres±.

Parcel 4

That greenbelt area abutting the rear lot lines of Lots 252 through 267, inclusive, and bounded on the east by a line between Point 1 and Point 2, said points being described as follows: For Point 1 commence at the northeast corner of Lot 266; thence S. 47-30-000 E. a distance of 178.12 feet to Point 1; for Point 2 commence at the southwest corner of Lot 252; thence S. 51-50-27 E. a distance of 101.56 feet to Point 2, the distance between Point 1 and Point 2 being 60 feet more or less. Containing 1.01 acres±.

Parcel 5

That greenbelt area abutting the rear lot lines of Lots 195 through 225, inclusive, and the side lot lines of Lot's 195 and 198. Containing 2.27 acres±.

Parcel 6

That parcel of land bounded on the north by the southerly side lot line of Lot 28, on the east by the westerly right-of-way line of Arlington Drive, on the south by the northerly side lot line of Lot 185 and on the west by the meander line of the east bank of Amberjack Cove, said parcel shown on plat sheets of said Cape Haze Windward as Tract "F". Containing 7.1 acres±.

Parcel 7

That parcel of land bounded on the north by the north plat line of Cape Haze Windward, on the east by the rear lot lines of Lots 1 through 28, inclusive, on the south by the southeasterly side lot line of the east bank of Amberjack Cove and the west line of the east half of Section 34, Township 41 S. Range 20 E. Containing 3.5 acres±.

Parcel 8

That greenbelt area abutting the rear lot lines of Lots 29 through 63, inclusive. Containing 3.11 acres±.

Parcel 9

That greenbelt area abutting the rear lot lines of Lots 87 through 96, inclusive, and the side lot lines of Lots 91 and 97 and bounded on the north by a line between the southeast corner of Lot 86 and the northeast corner of Lot 97. Containing 4.0 acres±.

Parcel 10

That greenbelt area abutting the rear of Lots 132, 133 and 134 and the side lot line of Lot 131 and bounded on the south by the rear lot line, extended, of Lot 131. Containing 0.29 acres±.

Parcel 11

That greenbelt area abutting the rear lot lines of Lots 159 and 160 and the side lot line of Lot 161 and bounded on the north by the line between the northeast corner of Lot 161 and northwest corner of Lot 159. Containing 0.2 acres±.

Parcel 12

That greenbelt area abutting the rear lot lines of Lots 180 and 181 and the side lot like of Lot 179 and bounded n the northwest by the extension of the rear lot line of Lot 179. Containing 0.07 acres±.

Parcel 13

That greenbelt area lying between Lot 54 and Lot 55. Containing 0.20 acres±.

Parcel 14

That greenbelt area lying between Lot 71 and Lot 72. Containing 0.12 acres±.