Note: This Document reflects Changes recorded in July 2007, April 2016, May 2017 & Change to 5% Annual Fee

DEED RESTRICTIONS RELATING TO GULF PINES

WHEREAS, the Gulf Pines Property Owners Association ("the Association") is the owner of certain lands situated in Lee County, Florida, described as follows:

> Said property known as Gulf Pines and more particularly described in Exhibit "A" attached hereto and made a part hereto by reference.
>
> and
>
> Said property known as Gulf Pines II and more particularly described in Deed Restrictions Relating to Gulf Pines II, recorded January 1, 1973.

WHEREAS, Mariner Properties, Inc., the original developer of Gulf Pines established certain restrictions upon the use and development of said property;

WHEREAS, the Gulf Pines Property Owners Association, successor to Mariner Properties, renewed existing restrictions and covenants on November 15, 2000;

WHEREAS the Gulf Pines Property Owners Association determined to perpetuate certain restrictions upon the use and development of said properties;

NOW, THEREFORE, the following restrictions and covenants are hereby placed upon said lands and shall run with said lands for a period hereinafter limited:

1. LAND USE

A. All lots in Gulf Pines shall be used exclusively for single family residence purposes.

(1) Definition of "Domestic Partners" means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other's well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other's common welfare, and share financial interdependence and mutual obligations akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of this Declaration.

(2) Definition of "Family" or "Single Family" shall refer to any one of the

following:

(a) One natural person, his or her spouse or Domestic Partner, if any, and their children, if any.

(b) Not more than two natural persons not meeting the requirement of Section 1.A.(2)(a) above, but who customarily and continuously reside together as a single housekeeping unit, and the children of said parties, if any.

The reference to "natural person" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family member" is a person who resides in a dwelling as part of the dwelling owner's family, but is not a titleholder.

(3) Definition of "guest." Families may have guests. A "guest" is defined as any person who is physically present in a dwelling on a temporary basis at the invitation of the owner or the primary occupant (in the case of co-ownership of a property) without payment of consideration of any form or manner.

(4) Definition of "primary occupant." A "primary occupant" is defined as a person approved for occupancy together with that person's family, when legal title to a property is held in the name of two or more persons who are not a married couple or Domestic Partners, or by a Trustee or a corporation or any other entity which is not a natural person.

(5) Restrictions on co-ownership. Co-ownership of properties is permitted as follows:

(a) If the co-owners are other than a married couple or Domestic Partners, the co-owners shall designate one of the co-owners as the "primary occupant" and the use of the property by the other co-owners shall be as though the primary occupant were the only actual owner.

(b) Properties owned in the name of a corporation, limited liability company or partnership or trust shall be treated as co-owned, in which case one individual shareholder, partner, trustee or grantor of a trust or other co-owner must be designated as the primary occupant. Co-owners who have not been designated as the primary occupant shall be treated as guests of the primary occupant. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all relevant provisions and restrictions of this Declaration. No more than one change shall be approved in any twelve month period.

(c) However, properties owned in the name of a corporation, limited liability company or partnership or trust created for the exclusive benefit of one natural person and his or her spouse or Domestic Partner only, shall enjoy the same rights as a married couple or Domestic Partners.

(6) Customary incidental uses. These use restrictions shall not be construed in such a manner as to prohibit a property owner from maintaining his or her personal professional library, keeping his or her personal business or professional records or accounts or handling his or her personal, business, or professional telephone calls or correspondence, including electronic correspondence, in and from his or her property. Such uses are expressly declared customarily incident to the principal residential use.

(7) Guest visitation when primary occupant is present. The primary occupant of a property and his or her family are permitted to allow guests to visit their property. Guest visitation when the primary occupant or his or her families are present is unlimited.

(8) Guest visitation when primary occupant is absent. However, if both the primary occupant and his or her family are not present, it shall be the duty of the primary occupant to notify the Association by letter, telephone, or electronic correspondence of the arrival of a guest or renter, including name(s), permanent address, telephone number, number of occupants, name and address of rental agent, and such further information as may, from time to time be required. Failure to notify may result in the guest or renter being denied access to the property dwelling and the use of recreational facilities and amenities. The number of times any guest may occupy a property in the absence of the primary occupant and his or her family is limited to no more than four times in any calendar year, it being the intent not to allow any property dwelling to be used as short term accommodations for several families or individuals. Any exceptions to this requirement must be expressly approved by the Board.

(9) Leasing. Property owners are prohibited from renting or leasing their dwelling for periods less than four consecutive weeks. When a dwelling property is leased to a single family and the Association is properly informed of the names, permanent address and such other pertinent information as the Association may require, the tenant shall have all use rights in Association property and those common areas available for use generally by property owners; the property owner shall not have such rights except as a guest. Only entire property dwellings may be leased. All leases must and shall be deemed to contain the agreement of the lessee(s) to abide by all of the covenants of the Association's documents and must and shall be deemed to provide that a violation of the documents is a breach and event of default of the lease and grounds for damages, termination and eviction and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the dwelling owner shall pay them and such funds shall be secured as a charge.

Each dwelling owner by acceptance of the deed to a property and by the terms of this declaration appoints the Association as represented by its Board of Directors as owner's agent to bring actions in owner's name and at owner's expense including injunction, damages, termination and eviction. The rules and regulations must be provided to the lessee(s) by or on behalf of the property owner at or before the commencement of the lease term. The Association or any property owner may also bring an action for damages or an injunction against any tenant or other invitee occupying a property dwelling for failure to comply with the Association's governing documents.

B. No unlawful, improper or immoral use shall be made of any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood or to any property owner therein. No poultry, livestock or any animals of any kind shall be raised, kept, bred, or maintained except that dogs, cats or other household pets may be, provided that they are not kept, bred or maintained for any commercial purposes and provided they shall be maintained on leash.

C. No trailer, tent, barracks-type or other temporary structure of any kind shall be placed or permitted on any lot at any time, nor shall any structure of any type not attached to the main dwelling be permitted except as provided in Paragraph 3 hereof, provided, however, that this provision shall not apply to shelters used by the contractor during construction of the main dwelling house.

D. No trade or business shall be conducted on any lot.

2. RESTRICTIONS ON BUILDING

A. No initial construction, or alteration to the exterior of any existing building of any type shall take place without the prior written approval of the Association. Approval will be given only after construction plans have been submitted to the Association and will be specifically required in terms of:

(1) Size of the building.
(2) Exterior design, color, and finish.
(3) Location of improvements on building site.
(4) Elevation of the building.
(5) Removal of trees or other important vegetation.

B. The Association shall have the right to refuse or require modification to any building plans on any grounds, including purely aesthetic considerations. To be approved, building plans must be in keeping with the overall development concept of Gulf Pines and specifically adhere to the following:

(1) Construction

(a) All buildings shall be constructed of new and durable materials.

(b) No building shall exceed two stories in height. No building shall exceed 5,000 square feet of enclosed dwelling area.

(c) Buildings have the following minimum square feet of enclosed dwelling area.

Lots	Minimum Square Feet
1-8	1,800
9-14 and 17-29	1,400
15, 16, and 30-97	1,000
All lots in Gulf Pines II	1,000

Enclosed dwelling area will not include garages, carports, terraces, decks, or porches (unless screened in and covered by a roof which is an integral part of the roof line of the main dwelling).

(d) The finished first floor of any building shall be at an elevation of not less than six (6) feet above mean sea level.

(e) Two or more adjacent lots may be used as a single building site. However, such a site may not be subdivided without the written consent of the Association. No single lot may be subdivided under any circumstances. Lots that have previously been combined may not be separated. Lots on which only one set of dues and/or fees has been paid are considered to be combined into a single lot and may not be separated.

(f) No lot that abuts any waterway or common area shall be altered in size by filling or excavating of such waterway or common area.

(g) All improvement plans must provide for off the road parking space for two automobiles.

(h) The exterior of all houses and other structures must be completed within l year after construction is started, except where such completion would result in great hardship to the property owner due to strikes, fires or natural calamities.

(i) Swimming pools, spas, jacuzzis or other similar improvements and all accessory equipment servicing these improvements shall only be permitted to be installed, constructed and located in the rear portion of one's lot and situated behind the house or other main dwelling structure and generally obscured from the view of anyone standing on the street facing the lot.

(j) Any driveway on any lot shall be constructed of shell, sand, or gravel. Pavers and the like are expressly excluded.

(2) Setback Regulations

(a) The establishment of standard inflexible building setback lines for locating houses on lots tends to force construction of houses both directly behind and to the side of other homes with detrimental effects on privacy, view, preservation of important trees, etc. Therefore, no specific setback lines are established by these restrictions. However, in order to assure that the location of houses will be staggered where practical and appropriate to provide the maximum amount of view and breeze to each house and that structures will be located with regard to the topography of each individual lot, the location of large trees and similar considerations, the Association reserves unto itself, its successors and assigns, the right to control absolutely and solely the precise site and location of any house or dwelling or other structure upon any lot. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site. (As a guideline, a house will not normally be located closer than twenty (20) feet from the front lot line; fifteen (15) feet from the rear lot line; or six (6) feet from the side lot lines.)

(b) The road right-of-way line shall be considered the front lot line and the owners of corner lots shall designate one side fronting on a road as the front.

(c) When a parcel of two (2) or more lots is used by owner as a single building site, the outside lines of the parcel shall, for easement and setback regulation purposes, be deemed the lot

lines of the building site, and side lot lines shall refer only to the lines bordering on the adjoining owner's property.

(3) Accessory Buildings

No detached accessory buildings or guest suites except screened porches, carports and utility rooms shall be permitted on any lot unless they conform to the construction of the dwelling house and are approved by the Association. Such facilities may not be rented or leased except as part of the entire premises.

(4) Sanitation and Drainage

(a) Toilet facilities and drain fields of all dwellings shall comply with the sanitation and health laws of the State of Florida and with regulations and ordinances of applicable authorities.

(b) The owner of each lot herein agrees to submit his property and any improvements thereon to any franchised water and sewer facilities that are made available by the Association, the county, or other franchised sources and pay any associated hookup charges.

(c) Drainage facilities shall not be installed, altered or interfered with in any way without prior approval of the Association, its designees, successors or assigns.

3. APPROVAL OF BUILDING PLANS

A. All plans and specifications for any construction in Gulf Pines, including plans for drainage systems, and for all other structures, alterations or additions to any premises shall be submitted for approval to the Gulf Pines Property Owners Association Board of Directors prior to commencement of any such construction or erection. In the event that the Board of Directors shall have objections to any of the said plans and specifications, it shall give written notice of such objections. If the Board of Directors has not given written notice of its objections within thirty (30) days from the date of submission of any such plans, they shall be deemed approved as complying with these restrictions.

B. Upon commencement of construction of any improvement, the owner shall diligently and expeditiously carry same to completion in accordance with the plans and specifications as approved.

4. UTILITIES AND EASEMENTS

A. A ten (10) foot easement and right-of-way is expressly reserved along the front lot lines and a six (6) foot easement and right-of-way along the rear (except for gulf front lots 1 – 8) and side lot lines of all lots to permit the construction and maintenance by the Association, its designees, successors and assigns and/or public utility companies of water, gas, drainage, telephone and other services of like nature.

B. Lot owners may not grant easements through their property without written approval of the Association.

5. PARKING

No lot owner shall maintain heavy trucks or equipment on any lot. No trucks, pickup trucks, equipment, house trailers, mobile homes, motor homes, campers, boats or boat trailers shall be parked on any lot within Gulf Pines unless such vehicles are hidden from view inside an enclosure or garage. This shall not prevent the parking of work vehicles during the day on construction sites for a maximum period of six months following issuance of the building permits.

6. LANDSCAPE

Property owners will be encouraged to retain as much of the natural vegetation as practical on their lot. However, property owners shall keep their property free of debris and vegetation that may be either a health or fire hazard to the surrounding area. In the event the owner of any lot or lots shall fail or refuse to keep his property free of such debris or vegetation, the Association, its designees, successors and assigns, may enter upon said lot and remove debris and vegetation, or mow or cut weeds or underbrush upon said lot or lots, and charge the owner for such services, and such entry upon the party of said owner, its designees, successors or assigns, shall not be deemed a trespass.

7. SIGNS

No commercial signs of any type, including “for rent,” “for sale” or other similar signs, may be erected on any lot without written approval of the Association, or as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner.

8. VIOLATION OF RESTRICTIONS

The Association, its heirs, designees, successors and assigns and or any person owning property in this subdivision shall have the right to proceed at law or in equity against any

person or persons who shall violate or attempt to violate these covenants and restrictions, and may enjoin or recover damages for such violations.

9. NON-ENFORCEMENT AND INVALIDATION

Failure to enforce any of the foregoing restrictions shall not be deemed a waiver to the right to do so thereafter, and the invalidation of any one or more of said restrictions by judgment or court order shall in no way affect any of the remaining restrictions and covenants which shall remain in full force and effect.

10. MEMBERSHIP IN GULF PINES PROPERTY OWNERS ASSOCIATION AND COMMON AREAS.

Mariner Properties, Inc. in developing Gulf Pines has sought to establish a residential neighborhood which will make both a congenial neighborhood for persons to live in and at the same time maintain, through the extent that the same shall be practicable, the native vegetation and natural environment of Sanibel Island. Toward that end, the developer has reserved all areas not specifically within the boundaries of individual lots (roadways, walkways, waterways, recreation facilities, and sewage facilities) for the use of all lot owners. In order to ensure that such common areas are properly controlled, operated and maintained for the benefit of all property owners, Mariner Properties, Inc. has caused to be created the Gulf Pines Property Owners Association and on September 25, 2003, as recorded in the Public Records of Lee County, Florida, has assigned to that property association any and all rights reserved unto the Assignor as Mariner Properties, Inc., and the Developer under the Deed Restrictions relating to Gulf Pines. This Assignment of Developer's Rights to said property owners association in accordance with the Deed Restrictions recorded in Official Records Book 788, Page 790, and as amended, of the Public Records of Lee County, Florida, provides that each property owner shall have the use of all common areas and facilities so long as he maintains membership in the property owners association.

Each property owner agrees to become a member of the Gulf Pines Property Owners Association concurrent with his purchase of a lot in Gulf Pines and to maintain his membership in good standing and be guided by the rules and regulations of the association so long as he owns property in Gulf Pines. Each property owner further agrees to pay an annual property improvement fee to the property owners association for the use, operation and maintenance of the common facilities. This annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year, or at the option of the Board of Directors as agent for the property owners association, up to five (5) percent (See note 1)of the maximum authorized payment for the previous year. Such payments will be used by the property owners association for the maintenance and operation of common facilities.

11. RIGHT TO REPURCHASE—RELINQUISHED BY MARINER PROPERTIES, INC.

(Written copy dated 10/28/82 available upon request.)

12. DURATION OF RESTRICTIONS.

These restrictions shall continue for a period of twenty (20) years from the date of recording thereof, and shall automatically be extended for an additional twenty (20) years unless 75% or more of the owners of lots in Gulf Pines shall evidence their desire to terminate or change said restrictions in whole or in part by an instrument in writing executed with the formality of a deed pursuant to the laws of the State of Florida. By a Notice of Preservation of Deed Restrictions Relating to Gulf Pines, executed and recorded on November 15, 2000, these Deed Restrictions are extended until March 9, 2027.

13. MISCELLANEOUS PROVISIONS.

A. No homeowner shall maintain an outdoor clothesline at his residence.

B. No homeowner shall maintain an exterior television aerial or antenna without approval of the Association.

C. No private water wells may be drilled without approval of the Association. Such approval will not be given as long as an adequate water supply is available from a central, county or other franchised source.

D. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road, or in an underground receptacle or similar facility. No homeowner shall maintain exposed fuel tanks.

E. Except for the entrance way from Sanibel Captiva Road to the fork between Gulf Pines and Gulf Shores, all roads and driveways throughout the subdivision are to be composed of sand, shell, or gravel.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this first day of January, 1972.

Note 1—Deed Restrictions from 2007 forward reflected the permissible amount of Annual Dues increases as 10% per year. This amount of increase was in conflict with the duly approved Deed Restrictions signed on January 1, 1972 which limited the amount of Annual Dues increases to 5% per year. Affidavits recorded on June 19, 2017 evidence that the Deed Restriction Amendment signed on July 2, 2007 incorrectly reflected the permissible increase as 10%. Accordingly these Deed Restrictions have been corrected to reflect the proper limit on the amount of Annual Dues increases of 5% per year.