

April 28, 2008

SEAGULL ESTATES GUIDELINES

CLUBHOUSE:

POOL AND SPA SIGNS: Please read and obey. Pool, Spa, and Tennis Courts are closed after dark. Please use tennis sign-up board for reservations.

POOL DRESSING ROOMS: Please use bathrooms to change into bathing suits. No changing at pool side.

WASTE CONTAINERS: Do not deposit food or diapers. Take these items home with you and dispose of them in your trash.

SEAGULL PARTIES: Please watch bulletin board or check web site (seagullestates.com) for all parties scheduled by the Association. We hope all residents, guests, and renters will attend. At Association parties, overflow parking will be allowed on Daniel Drive, but only on one side. Please do not park with wheels on private lawns.

PRIVATE CLUBHOUSE PARTIES: May be booked only by owners. Call Peggy Hupfeldt (472-8698) to schedule. The Clubhouse and Pool may be used for private homeowners' parties in the off season from May 15 thru October 15. Note: Car parking must be confined to the lot only, not on the street, grass, or neighbors' lawn. In the daytime, please leave several parking places for pool and beachgoers. Owners, guests and renters are allowed to use the restrooms. Grills and sound systems may not be used. All trash is to be removed from the clubhouse immediately after the party.

ASSOCIATION BULLETIN BOARD: No personal notices may be placed on board.

GARBAGE REMOVAL: Place garbage and recyclables at curbside Tuesday night for pick-up at 6AM on Wednesday. We will notify Island Management to pick up any garbage or recyclable put out prior to Tuesday evening. Owner will be notified of Garbage Removal Guidelines, any Garbage put out prior to pick up after that notice will be picked up by Island Management, owner will be billed \$50.00 for this service. Please notify your renters and guests of this policy.

LANDSCAPE DEBRIS: Place clippings and small branches at curbside Wednesday night for pick-up at 6AM on Thursday. Clippings must be bagged. Branches, no longer than 4 ft., must be tied. **We will notify Island Management to pick up any landscape debris put out prior to Wednesday evening. Owner will be notified of Landscape Removal Guidelines, any Landscape Debris put out prior to pickup after that notice will be picked up by Island Management, owner will billed \$50.00 for this service. Please notify your yard person, renter or guest of this policy.**

LANDSCAPEING DAYS: **Landscaping (grass trimming) is limited to four days per week and may only be done Tuesday thru Friday, homeowners may do work at any time except Sunday *(Sanibel Ordinance).**

PETS: Please obey Sanibel Leash Law-and pick up after pets. No pets in pool area.

BEACH ACCESS: Please obey rules posted on beach access. Use only the 'Seagull' access when going to the beach. Do not trespass on adjacent properties.

LIFT STATION: Located at the corner of Daniel and Christofer. If the alarm is ringing or red light is on, call Island Management at 472-5020 immediately.

RENTALS: Owners who rent privately must register their guests with Island Management by using Seagull information form or telephoning. All agency rentals forward guest lists monthly to Island Management.

SPEED LIMIT: 16 MPH

PROPERTY MANAGER: Island Management, P.O. Box 100, Sanibel, FL 33957. Please call **Janette Mackesy at 239-472-5020, ext. 18,** for all matters concerning property management.

EMERGENCIES: Call the Sanibel Police at 472-3111 or dial 911.

Declaration

other hazards covered by a standard extended coverage endorsement including wind as well as such other risks as from time to time are customarily covered with respect to property similar in construction, location and use, including but not limited to vandalism and malicious mischief. Additionally, each Owner shall be responsible, if desired, for purchasing and maintaining such policies of liability for accident or injury occurring on or about his Lot, as he may deem appropriate. The Board recommends that each Owner, at the Owner's sole cost and expense, purchase and maintain the policies described herein or provide self-insurance for the losses that would be covered by such policies. Irrespective of whether an Owner obtains and maintains a policy of insurance covering loss or damage to his or her Lot and the Improvements thereon, he or she shall be required to repair and restore damage and/or destruction to the Lot, including, but not limited to, the Dwelling Unit and other Improvements thereon, and all appurtenances, caused by casualty, such as fire, flood or wind, within a reasonable period of time after the casualty causing the damage as set forth in Section 12.8 hereof.

11. UNIFORM GENERAL REQUIREMENTS

All Owners agree to abide by the Governing Documents of the Association as they may be amended from time to time.

11.1 Use and Minimum Square Footage Requirements. All Lots are to be used for a single family residence, and no principal building shall be constructed or erected on any such Lot other than one detached single family dwelling not to exceed three (3) stories in height, and any usual or customary outbuildings. No principal structure having a living area of less than eight hundred (800) square feet for a one-story building, nor less than one thousand (1,000) square feet of living area for more than a one-story building shall be erected on any Lot. No travel trailer, recreational vehicle, motor home, mobile home, boat, tent, storage building, garage, barn or out building erected on any Lot shall at any time be used as a residence, temporarily or permanently.

11.2 Parking. No boats, boat trailers, travel trailers, recreational vehicles, motor homes, mobile homes, motorcycles, or any other transportable personal property, except passenger automobiles and pick up trucks of one ton or less weight rated capacity which are not used for commercial purposes, shall be permitted in the driveways, and must be kept in garages or otherwise screened from view of the public and neighboring Lots at all times, except when entering or leaving the Community. No trucks (except pick up trucks of one ton or less weight rated capacity which are not used for commercial purposes) or commercial vehicles may be parked overnight anywhere on the Property unless stored within a screened or enclosed garage or otherwise screened from view of the public and neighboring Lots. Commercial vehicles means vehicles of every kind whatsoever, which, from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment or otherwise indicates a commercial use. Automobiles and any other vehicles must be operational. No vehicle repairs (except minor emergencies) shall be made in any portion of the Community. The Board shall have the final authority in determining acceptability of any vehicle or allowing for temporary parking of service vehicles.

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11.3 Signs. No sign of any kind shall be displayed to the public view on any Lot, unless first approved by the AECC.

11.4 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. Pet owners shall not allow any pet to use the Common Areas except when on a hand held leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the Common Areas. Pet owners must have with them, when they are walking their pet when not on their own Lot, a means to remove droppings and dispose of them in a sanitary manner, and must in fact do so.

11.5 Trash Storage. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot shall be allowed to become or remain overgrown and/or unsightly. Household garbage, recyclables, landscape debris and other waste must be kept in sanitary containers and placed in appropriate trash enclosures, which shall be stored under the Dwelling Unit at all times other than when placed at the curb for pick up. Household garbage, recyclables, landscape debris and other waste in appropriate trash enclosures may be placed at curbside for not longer than 24 hours before scheduled pick up. Empty trash containers and recycle bins must be moved and stored out of sight within 24 hours of pick up.

11.6 Individual Wells and Septic Tanks. No individual water wells, septic tanks or other individual sewage disposal facility shall be permitted on any Lot during any time when central water and/or sewer service are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning.

11.7 Planting. No hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') 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 feet (25') from the intersection of the street 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 feet (10') 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 feet (6') above roadway intersection elevation to prevent obstruction of sight lines.

11.8 Tree Preservation. No large trees measuring six inches (6") or more in diameter at ground level may be removed without the written approval of the AECC, provided, however, this shall not prevent the removal of dead, dying or diseased trees or trees measuring less than six inches (6") in diameter at ground level.

11.9 Easements. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded Plat. No structure, planting or other

material shall be placed or permitted to remain within such easements which may damage or materially impair or interfere with the installation and maintenance of utilities.

11.10 Nuisance. No Owner, Occupant or Resident shall permit any nuisance to exist upon a Lot or within a Dwelling Unit or any conduct that creates an annoyance or disturbance to be detrimental or bothersome to any other Lots, Owners, Occupants or Residents or interferes with the peaceful possession and proper use of the Community by its Residents.

11.11 Compliance with Law. No use may be made of any Lot that violates any federal, state or local laws, zoning, ordinances or regulations.

11.12 Additional Rules and Regulations. The Board of Directors of the Association may establish reasonable rules and regulations as may be deemed to be for the best interests of the Association and its Members.

12. ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

The Association, acting through the Board or the Architectural and Environmental Control Committee (AECC), shall have the authority to review and approve plans and specifications for the location, size, type, or appearance of any Dwelling Unit or other Improvement on a Lot, and to enforce standards for the external appearance of any Dwelling Unit or other Improvement located on a Lot, as set forth in the Governing Documents, including the AECC Guidelines promulgated by the Board, and any amendment thereto.

12.1 Appointment of Committee. The Architectural and Environmental Control Committee (AECC) shall consist of at least three Members appointed by the Board. The Board may act as the AECC and in the absence of the Board's appointment of an AECC, the Board shall be the AECC. The Board, in its sole and absolute discretion, may remove members of the AECC at any time, with or without cause.

12.2 Review by the AECC. No building, shed, outbuilding, garage, decking, paving, fence, wall, patio, screened enclosure, walkway or other structure or improvement of any kind shall be erected, constructed, placed or maintained on or adjacent to any Lot, nor shall the exterior of any Dwelling Unit or other Improvement (including any siding or other building materials) be altered or modified, nor shall any other Improvements on any Lot be altered, changed, repaired or modified, nor shall any exterior changes be made, unless prior to the commencement of any work thereof, two complete sets of plans and specifications therefor, including, as applicable, front, side and rear elevations, time line for completion and floor plans, two Lot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Lot with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the AECC. The foregoing prior approval is also intended to specifically apply to any painting of the Dwelling Unit or any exterior surface, whether or not it changes the color of the Dwelling Unit or Improvement, or any other maintenance or repair which changes the exterior appearance of a Dwelling Unit or

Improvement, and it is specifically intended that the AECC shall be empowered to approve or disapprove the colors of the exteriors of Dwelling Units (including repainting with the same color if inconsistent with any AECC Guideline) and other Improvements constructed on the Lot at the time of any repainting or other resurfacing thereof.

12.3 AECC Approval. All required approvals or disapprovals of the AECC must be in writing to be valid for purposes of this Declaration. Decisions of the AECC shall be based on harmony, balance and compatibility of the proposed improvements with the then existing structures within the Community. The AECC shall either grant such approval or deny the same based upon its sole discretion as to whether the improvements will be consistent with the architecture of the buildings in the Community, and similar to other such Improvements previously allowed. In the event the AECC fails to approve or disapprove the requested item within forty-five days after the AECC has acknowledged receipt of a complete application, it shall be considered as being approved.

12.4 Appeal of AECC Decision. Should the AECC be a body other than the Board, a decision of the AECC may be appealed by any Owner to the Board and such appeal must be filed in writing and received by the Board within ten days of the decision of the AECC. The Board shall render a decision with respect to the matter appealed within forty-five days after the Board receives such appeal and the decision of the Board will be final. If the Board fails to reach a decision as to the matter within said forty-five day period, the decision of the AECC shall govern.

12.5 Endorsement of Plans. Approvals of plans, specifications and location of improvements by the AECC shall be endorsed on both sets of said plans and specifications, and one set shall be returned to the person submitting the same. The approval of the AECC of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the AECC of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use by others.

12.6 Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the AECC, no building, outbuilding, garage, fence, wall, retaining wall, or other Improvement of any kind shall be erected, constructed, placed, altered or maintained upon any Lot unless the same shall be erected, constructed or altered in conformity with the plans and specifications and Lot plans approved by the AECC. The work to be performed shall be commenced within a reasonable time and once work has started, the project shall continue with diligent and adequate manpower, uninterrupted to conclusion with exception for delays due to materials shortage, inclement weather or acts of God. Improvements or changes shall be performed by licensed contractors or Owner contractor in accordance with plans and specifications prepared by licensed architects, where applicable.

12.7 Local Building Code. This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and

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improvements constructed shall conform to the requirements of such laws, codes, ordinances and regulations, nor shall the AECC's approval create any presumption that Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Owner.

12.8 Restoration in Event of Damage or Destruction. In the event a Lot or any Improvement on a Lot is damaged or destroyed, in whole or in part, the Owner shall take action deemed necessary by the AECC to correct any unsightly or dangerous condition resulting from such damage or destruction. The Owner shall take corrective action to either restore or remove the condition. The work shall be completed within six-months after the date of the damage or destruction, which may be extended by the AECC for good cause shown. The Owner shall undertake such corrective action as soon as is practicable in order to avoid an unsightly or dangerous condition. In the event the Owner fails or refuses to take the required corrective action, as deemed appropriate by the AECC, or in the aftermath of a catastrophic event, such as a hurricane, the Association shall have the right, but not the obligation, to go upon the Lot and remove or correct the damaged or destroyed property, which shall be accomplished at the sole cost and expense of the Owner of the property, in which event, the Association shall have the right to place a lien on the Lot for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created this Declaration.

12.9 Non-Waiver of Future Approvals. The approval of the AECC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the AECC shall not be deemed to be or constitute approval of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.

12.10 Fill and Grade. No fill shall be added to or removed from any Lot nor shall the Owner of any Lot do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the AECC. The approval of South Florida Water Management District may also be required.

13. ENFORCEMENT

13.1 Enforcement of the Governing Documents may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association or any individual may seek enforcement, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay costs and reasonable attorney's fees at trial and appellate levels to the prevailing party.

13.2 In the event of a violation of the Governing Documents by an Owner, Resident, Tenant, Guests or Invitees, the Association shall notify the Owner of the violation, by written

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BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT - SUITE 200 • FORT MYERS, FL. 33966
TELEPHONE (239) 433-7707

Prepared by and returned to:

Becker & Pollakoff, P.A.
Sarah E. Spector, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

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CERTIFICATE OF RECORDING

SEAGULL ESTATES PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, Seagull Estates Property Owners Association, Inc. (hereinafter "Association") operates Seagull Estates (hereinafter "Subdivision"); and

WHEREAS, the Declaration of Covenants and Restrictions for Seagull Estates, is recorded at O.R. Book 1789, Page 3889 *et seq.*, of the Public Records of Lee County, Florida; and

WHEREAS, the Board of Directors of the Association voted on March 11, 2011 on the attached Architectural Guidelines; and

WHEREAS, the Association wishes to provide record notice of this action by recording this Notice.

NOW THEREFORE, Notice is placed as follows:

- 1. The Architectural Guidelines approved by the Board of Directors on March 11, 2011 is attached hereto as further record notice of the Association's actions.**

(Signature on following page.)

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**LAW OFFICES
BECKER & POLLAKOFF, P.A.
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707**

SEAGULL ESTATES
ARCHITECTURAL GUIDELINES

(Approved by the Board of Directors on 3/11/2011)

WHEREAS, the Declaration of Covenants and Restrictions of Seagull Estates as recorded in Official Records Book 1789, Page 3889 of the Public Records of Lee County, Florida (the "Declaration") as may be amended from time to time, provides for the creation of a committee known as the Architectural Control Committee;

WHEREAS, the Declaration provides that the Board of Directors ("Board") of Seagull Estates Property Owners' Association, Inc. (the "Association") may adopt and modify or amend from time to time Architectural Guidelines for Seagull Estates, which criteria are to be set forth in writing and made known to all current and prospective owners in Seagull Estates (the "Community").

NOW, THEREFORE, the Board has appointed a committee to be known as the Architectural and Environmental Control Committee (the "AECC") and, in accordance with the duties and obligations imposed upon said committee by the Declaration, the Board, upon recommendation of the AECC, does hereby adopt the following Architectural Guidelines.

1. **DEFINITIONS.** All capitalized terms shall be defined as herein provided or, if not so provided, as set forth in the Declaration.

2. **PRIOR APPROVAL.** All plans and specifications including, but not limited to, new construction of Living Units or other improvements on a Lot and additions, alterations, and modifications to Living Units or other improvements on a Lot, must first be approved by the AECC and, if required, the City of Sanibel. In reviewing the plans and specifications for approval purposes, the AECC shall be guided by these Architectural Guidelines.

3. **TYPE.** No principal structure shall be erected, altered, placed or permitted to remain on any Lot in the Properties, except for Lots 59 and 60, other than one (1) Living Unit. If the Living Unit has an enclosed garage, it shall be for not less than two (2) nor more than four (4) cars. Unless approved by the AECC as to use, location and architectural design, no garage, tool or storage room, decking, cabana, shelter canopy, entrance canopy or carport canopy may be constructed separate and apart from the Living Unit. No awnings may be constructed.

4. **EXTERIORS.** Architecturally, Living Units in the Community shall denote the importance of the Old Sanibel (also known as "Old Florida" Style) Style and the exterior of Living Units shall be constructed of vinyl siding in the original colors of the Community, including white or the following pastel colors: Blue, yellow, gray or beige. Wood, or other durable materials, may be used for lattice work, decorative shutters, railings or trim with the approval of the AECC if they comply with all other Community color and appearance standards and meet all City of Sanibel code and safety requirements. Decorative shutters may contrast with the vinyl siding of the Living Unit but must be the original colors of the Community, including white or the following pastel colors (in accordance with the color chips approved by and on file with the Association): Blue, yellow, gray,

green or beige. Railings, lattice work and surrounding framework shall only be white. A railing at ground level which is connected to the railing along the stairwell leading up to the Living Unit shall not be considered a fence provided that it is identical in construction material and appearance to the railing along the stairwell leading up to the Living Unit.

5. **ROOFS.** All roofs shall be pitched non-colored galvanized metal roofs consistent with the Old Sanibel Style (also known as "Old Florida" Style). An Owner may paint the Living Unit's roof with white or non-colored metal paint one time prior to replacing the roof, so as to extend the life of the existing roof. The roof may not be painted more than one time. No colors other than non-colored metal may be used for roof additions or replacement. Flat sections of roofs that are not visible from the street or other Living Units, such as those roofs on a porch or "widow's walk", may be constructed of materials other than metal if compliant with City of Sanibel Building Codes.

6. **WINDOW FRAMES.** Window frames shall be the same color as the exterior siding of the Living Unit, or shall be white.

7. **FRONT, REAR AND SIDE FACADES.** The treatment of the rear and side facade will be similar to that of the front elevations of the Living Unit and will use similar materials and colors.

8. **DRIVEWAY CONSTRUCTION.** All Living Units shall have a shell or natural colored stone driveway consistent with the existing appearance of the Community. With prior review and approval by the AECC and, if required, the City of Sanibel, driveway pavers may be used alongside the edges of the Living Unit driveway to define and limit the edges of the driveway. Driveway edging may not be greater than eight inches (8") wide on either side of driveway. The entire driveway may not be paved.

9. **SIGNS.** All signs shall be subject to the City of Sanibel Sign Ordinance, as may be amended from time to time.

10. **FRONT YARDS.** The following items may not be placed in any part of the Lot located in front of the Living Unit constructed thereon:

- a. Statuary
- b. Ornamental furniture
- c. Stone lawns
- d. Basketball poles and backboards and any other fixed game or play structures, platforms, dog houses or dog runs (these may be located in side or rear yard of the Lots)
- e. Permanent barbecue devices (these may be located in rear yard of the Lots)
- f. Walls and fences (fences may be used to enclose the side and/or rear yards or to enclose recreational facilities including but not limited to pools or tennis courts)

11. **SWIMMING POOLS AND TENNIS COURTS.** Any swimming pool or tennis court to be constructed on any of the Properties shall be subject to the requirements of the AECC which include, but are not limited to, the following:

- a. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- b. Location and construction of tennis and badminton courts, swimming pools and spas must be approved by the AECC and, if required, the City of Sanibel;
- c. No lighting or equipment of a pool or other outdoor recreation area shall be installed without the approval of the AECC and, if required, the City of Sanibel and if allowed shall be designed for recreational character so as to buffer the surrounding Living Units from the lighting and noise;
- d. All swimming pools and tennis courts, if approved, shall be located only in the rear yards of the Lots.

12. **MAILBOXES.** Mailboxes and supporting posts must be white, same style as existing, and shall contain no animal or similar adornments. Mailbox supporting posts shall indicate the address number.

13. **ANTENNAE, AERIALS AND SATELLITE DISHES.** Satellite dishes and other antennas designed to receive direct broadcast satellite service, including direct-to-home satellite service, or video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals must be less than one meter (39.37") in diameter. The AECC reserves the right to promulgate restrictions regarding the placement of antennas.

14. **GENERAL APPEARANCE AND ENVIRONMENT.**

- a. No boats, motor homes, mobile homes, recreational vehicles or the like shall be parked or stored upon any of the private streets within the Community nor stored upon any Lot unless the same is stored within an enclosed garage or otherwise screened from view of the public or neighboring Living Units.
- b. A boat or recreational vehicle may be temporarily parked in a driveway for not more than 72 hours, primarily for the purpose of loading and unloading.
- c. No commercial truck or trailer shall be parked overnight within the Community unless it is employed on active, temporary construction on that property.
- d. Household garbage, recyclables and landscape debris may be placed at curbside for not longer than 24 hours before scheduled pick up. Any such materials must be properly contained or bundled to facilitate pick up. Empty trash containers and recycle bins must be moved out of sight within 24 hours of pick up. Any materials placed curbside longer than 24 hours before scheduled pick up or not properly contained for pick up may be removed by others and the property owner will be charged as appropriate for such service, with a minimum charge of \$50. Any

commercial landscape service performed by persons unable or unwilling to remove all vegetative waste may only be done the day before scheduled pick up.

- e. Landscaping, grass mowing, tree and shrub trimming using motorized equipment and commercial service is limited to four (4) days per week and may only be done Tuesday through Friday. Notwithstanding the foregoing, Owners may do work, including that requiring motorized equipment, on any day except Sunday pursuant to the Sanibel Noise Ordinance.

15. **NON-CONFORMING ITEMS OR CONDITIONS.** Non-conforming items and conditions existing as of March 11, 2011, the date of adoption of these Architectural Guidelines, may remain in existence. However, at such time that the non-conforming item or condition becomes more than fifty percent (50%) destroyed or more than fifty percent (50%) of the non-conforming item or condition is to be replaced for whatever reason, the non-conforming item shall be removed in its entirety and may only be reconstructed or replaced if permitted by these Architectural Guidelines and, in such instance, may only be reconstructed or replaced in conformance with these Architectural Guidelines.

16. **AMENDMENTS.** The AECC shall have the authority to recommend additional restrictions to the Board for consideration. Amendments to these Architectural Guidelines must be approved by the Board as set forth in the Code Bylaws of Seagull Estates Property Owners' Association, Inc., as may be amended from time to time.

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