

and especially the Surface Water Management System as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances.

8.9.1 The Common Properties are to be operated and maintained by the Association. The Common Properties include, but are not limited to, the drainage and Surface Water Management System and all necessary appurtenances, together with all common elements, as well as any other areas deemed part of the common area by the Board. The Common Properties may also contain wetlands areas which will be shown as wetland conservation areas on the Plat(s). The wetland conservation areas are confirmed as Common Areas. They will be the perpetual responsibility of the Association and may in no way be altered from their natural state.

8.9.2 The Association specifically has the power to levy assessments and collect the same for the purpose of providing funds with which to continue the operation and maintenance of the drainage and Surface Water Management System . Any assessment which the Association is empowered to levy as respects the Surface Water Management System will be secured by a lien on the real property of all the Members so assessed, and any such Assessments may be enforced in the manner provided in this Declaration if not paid when due.

8.9.3 If the Association is dissolved, then the Surface Water Management System will be dedicated to an appropriate agency of local government. If the local government refuses to accept the Surface Water Management System then the Surface Water Management System must be dedicated to a similar non-profit organization.

8.9.4 The City of Sanibel has the right to require the Association to maintain the drainage system and the conservation easement areas as well as the utilities and other facilities required as a condition of approval for the preliminary plat and construction plan. The City of Sanibel may, but shall not be required to, make repairs and perform maintenance on the drainage system, utilities and other facilities, and if such work is performed by the City and not by the Association, the City will have a lien for the cost of such repairs and maintenance. This Section 8.9.4 may not be amended without the written joinder or consent of the City of Sanibel.

ARTICLE IX PERMITTED and PROHIBITED USES

9.1 **Exterior Alterations.** No structural changes, exterior color changes, landscaping or other alterations - including additional structures, additions and docks - shall be made or added to any Unit without the prior written approval of the ACC.

9.2 **Additional Regulations, Rules and Authorities.** The Board is specifically authorized to promulgate additional rules and regulations pertaining to these Permitted and Prohibited Uses [and any other requirements or restrictions in the Declaration], and is granted the power and authority to adopt enforcement mechanisms to address and cure violations, including the establishment of a system of fines and other penalties. The Association and its agents, after reasonable notice and an opportunity to cure any violation is provided an Owner, may enter the exterior of a Unit for the purposes of effecting the cure

of any violation. The Association's cost to cure the violation will be charged against the Owner and the Unit as a Special Assessment.

9.3 Variances. In accordance with the Declaration Article VI, the ACC may grant variances to the Rules set forth in Sections 9.4, 9.6 through 9.13, and 9.15 and 9.16.

9.4 Driveways. Driveways must be installed and maintained in the style of those throughout the Community using approved materials. Permeable pavers are preferred, and standard pavers, decorative concrete and shell are acceptable. Blacktop and gravel are not acceptable.

9.5 Trash. Trash and trash containers must be stored inside a Unit, its garage or an enclosure not visible from the street, golf course. Trash and trash containers (covered to deter scattering of trash by animals or the elements), vegetation/yard waste may not be placed street-side on a Unit before 6:00 pm of the day preceding a scheduled pick-up, and trash containers must be removed and properly stored within 12 hours after the pick-up.

9.6 Exterior Antennae. The placement of exterior antennas, satellite dishes, towers, aerials or other devices for the reception or transmission of electronic broadcasts or communications require the prior approval of the Association, and may be installed only in accordance with the Design Guidelines then in effect and rules and regulations adopted by the Board from time to time.

9.7 Parking. Vehicle parking is restricted to driveways, paved parking areas and garages. No overnight street parking is permitted. Overnight parking or storage of commercial or recreational vehicles [such as boats, RVs, campers, trailers and vans] on Common Properties or any Unit is prohibited except within enclosed garages.

9.8 Signs. Without the prior approval of the Association of the size, shape, content, location and length of placement, no signs of any nature [except one professionally-made security service sign less than 1 square foot for each Unit] are permitted.

9.9 Animals. Other than dogs, cats and other household pets which are not kept or bred for commercial purposes, no animals are permitted to be kept on any Unit. Animals are not permitted to roam free – all must be kept within a Unit, its lot or leashed.

9.10 Commercial Activities. No Unit may be used for any purpose other than a single-family residential dwelling.

9.11 Leases. No Unit may be rented for a period less than 30 days or otherwise in full compliance with the ordinances and regulations of Sanibel. Owners are fully responsible for their tenants abiding with all Association Rules.

9.12 Mailboxes. Mailboxes must be acquired from the Association, and will be periodically maintained and updated by the Association.

9.13 Pools and Pool Enclosures. No swimming pool or pool enclosure may be constructed without the prior approval of the ACC. The pool enclosure must be in harmony with the exterior of the Unit, and must not be visible from the street in front of the Unit.

9.14 **Destruction of a Dwelling Unit.** In the event a Dwelling Unit is destroyed its replacement may be re-constructed only with the approval of the ACC and in accordance with the Design Guidelines then in effect. No Improvement which has been partially or totally destroyed by fire or other casualty is allowed to remain in such state for more than 6 months. If reconstruction or repair is not approved by the Association, permitted by the City and commenced within 6 months, the Owner shall raze and remove the Improvement from the lot promptly thereafter.

9.15 **Shutters and Awnings.** Exterior storm shutters, awnings, canopies and the like require the prior approval of the Association, and must be maintained and only may be used in accordance with the Association's rules.

9.16 **Air Conditioning Units and Reflective Materials.** Without the approval of the ACC, no window or wall air conditioning unit may be installed, and no reflective material may be placed on any window in any Unit.

9.17 **Fences.** Fences are permitted on all properties within the Wulfert Point Community providing they meet required side, front and rear set back and height Guidelines and are approved prior to construction.

ARTICLE X ENFORCEMENT

10.1 **Rules.** The Board is specifically granted the power to pass Rules for purposes of enforcing this Declaration.

10.2 **Enforcement - General.** Failure of an Owner to comply with a provision in this Declaration or a provision in the By-Laws, Articles, or Rules of the Association (including without limitation the design review guidelines) will provide the Association with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Restated Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) will be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Restated Declaration providing for the collection of an Assessment, including but not limited to a foreclosure proceeding.

10.3 **Special Assessment for Non-Compliance: Fines.** In addition to all other remedies provided in this Declaration, the Board, in its sole discretion, may levy a Special Assessment upon an Owner for failure of the Owner, his/her family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws or Rules of the Association, provided that the following procedures are followed:

10.3.1 The Association will notify the Owner of the infraction or infractions. Included in the notice will be the date and time of the next meeting of the Board at which the Owner will be entitled to present testimony as to why the Special Assessment should not be imposed.

10.3.2 The non-compliance will be presented to the Board at the time and place provided in the notice, at which meeting a hearing will be conducted for purposes of obtaining testimony as to the levying of a Special Assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board will