

EFFECTIVE JUNE 28, 2016
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
PALMETTO POINT AND PALMETTO POINT UNIT 2

KNOW ALL MEN BY THESE PRESENTS that on January 24, 1974, the original Deed of Restrictions for Palmetto Point and Palmetto Point Unit 2 was recorded in Official Record Book 1017, at Page 760 *et seq.*, of the Public Records of Lee County, Florida. A Notice of Preservation of Use Restrictions Under the Marketable Record Title Act preserving the original Deed of Restrictions was recorded on December 11, 2003 at Official Record Book 4145, Page 479, Public Records of Lee County, Florida. The Deed of Restrictions, as it has previously been amended, is hereby further amended and is restated in its entirety and renamed the Declaration of Covenants, Conditions and Restrictions for Palmetto Point and Palmetto Point Unit 2, (hereinafter “Declaration”).

The land subject to this Declaration (hereinafter “The Properties” or “Palmetto Point”) is legally described in Exhibit “A” attached hereto. No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions, and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a Lot or any other ownership interest in the Property, or the lease, occupancy, or use of any portion of a Lot in the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms. The Palmetto Point Owners Association, Inc., (hereinafter “Association”) was incorporated on October 8, 1979 and has been assigned the right to enforce the Declaration pursuant to that certain Assignment of Rights to Enforce Restrictive Covenants and Other Reserved Rights recorded in Official Record Book 3842, Page 2576, Public Records of Lee County, Florida.

The definitions of the terms used in this Declaration and the other governing documents are attached hereto as Exhibit “B

1. All of the Lots in PALMETTO POINT are restricted to use for a single family residence. All Lots 1 to 140 shall be known and described as

Residential Lots and no structure shall be erected, altered, placed, or permitted to remain on any parcel other than one detached single family dwelling.

2. No trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions except as follows: "No impact" home based business in and from a home are allowed. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create customer traffic to and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, a home day care, beauty salon/barber, and animal breeding. Signs and other advertising material visible from the street are prohibited. This provision is intended to be and shall be retroactive to and effective from the date of recording of the original Deed of Restrictions, however, any persons in violation of this amended provision on the date it is recorded in the Public Record shall be given a grace period of up to ninety (90) days to comply before enforcement action shall be commenced. In order to avoid undue hardship the Board of Directors may, in its sole discretion, extend the grace period once for up to an additional ninety (90) days.

3. All lawns and landscaping shall be as approved by the Association. The use of gravel, river rock, egg rock, etc. in landscaping is limited to borders and planter areas and may not be a major portion of the landscaping. No stone, gravel or blacktop or paved parking strips are allowed except as shown on the plot plan submitted for approval under paragraph 4.

4. In order to insure that the homes and other buildings in PALMETTO POINT will preserve a uniformly high standard of construction, no building or other structure shall be erected, placed, or allowed to remain on any building Lot in the subdivision until a set of plans and specifications, including a plot plan showing the location of the buildings or other structures, terraces, patios, walls, driveways, fences, docks, boat lifts, boat elevators, pilings, walks, pools, pool enclosures, property lines and setbacks, is submitted to the Association and approved by said Association as meeting the requirements of these restrictions. Refusal of approval of

plans and specifications and location by the Association shall be based on grounds the Association shall, in its sole and exclusive discretion, deem sufficient according to adopted standards. No alterations in the exterior appearance of buildings or structures shall be made without written approval of the Association. The provisions herein contained shall apply equally to repair, alteration or modification made to any building, wall or other structure on said Lots. All construction is to be completed in a timely manner. The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Association from enforcing these provisions. The Board of Directors shall establish a separate Architectural Review Committee ("ARC") for the purpose of reviewing and approving plans and specifications. The committee shall be made up of a least five (5) and no more than seven (7) persons. All members of the ARC serve at the pleasure of the Board. The ARC is authorized to and shall establish specifications, procedures and guidelines regarding exterior features of structures including but not limited to location, size, type, appearance, color, style, material and other components for use in considering and approving plans. The ARC shall approve or disapprove all plans within thirty (30) days of receipt of a complete application. If the ARC fails to act within thirty (30) days, the application shall be deemed approved. Any decision of the ARC may be appealed to the Board of Directors within twenty (20) calendar days of the issuance of the written ARC decision. In order to be valid an appeal must be in writing (e-mail is not allowed) and physically received by an officer of the Association within the twenty (20) day period. Upon receipt of an appeal, the Board shall convene a Board meeting, within twenty (20) days. At the Board meeting the appellant shall have a reasonable opportunity to present his or her case to the Board and the ARC shall be afforded a reasonable opportunity to present a rebuttal. After the presentations of each party the Board shall vote to uphold, overrule, or modify the ARC decision. The decision of the Board shall be final. Neither the ARC nor the Board nor any member thereof, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ARC's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ARC shall review and approve or disapprove all plans submitted to it for any

proposed improvements, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Subdivision. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement or buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

5. All buildings erected, constructed or remodeled in PALMETTO POINT shall conform in area, setback and height limitations as follows: Note: all non-conforming structures in existence on the day this Declaration is recorded in the Public Records of Lee County, Florida shall be allowed to remain (“grandfathered”) until such time as the structure is more than 50% destroyed (as determined by the Board of Directors in its sole discretion), at which time the structure shall only be re-built in conformance with all of the provisions of this Declaration including but not limited to the requirements in this paragraph 5. The foregoing notwithstanding, any home on the South side of Conover Court that may become more than 50% destroyed shall be allowed to rebuild on its original footprint without regard to the following setbacks.

Minimum square footage of living area – 2000’

Setback requirements for the house and garage proper:

Front – 25’ Sides – 12’6 Rear and Canal – 25’

These set-backs are to be measured from the foundation block or foundation wall of the house and garage proper. A maximum of a 3’ roof overhang will be permitted to extend into the front and side Lot line set-back areas. Any cantilevered construction must be within the set-back lines. All elevated construction, with the exception of the roof overhang (as stipulated heretofore), must be within the set-back lines.

Set-back requirements for an open pool, enclosed pool cage, and pool deck are:

Canal or back – 20'

Sides – 12'6"

All stairs, retaining walls and landscape walls must be within the setbacks and approved by the ARC or Board.

These set-backs are to be measured from the closest point of the accessory structure or slab to the Lot line or inside edge of the seawall cap.

Building Height. No structure shall exceed two stories in height with a maximum of thirty five feet (35'). The height of a structure shall mean the vertical distance to the highest point of the roof surface of a flat roof or Bermuda roof, to the deck line of a mansard roof, and to the mean height level between eaves and ridge of gable, hip and gambrel roofs. Where minimum floor elevations in flood prone areas have been established by law, the height shall be measured from such required minimum floor elevations.

The first floor shall be no higher than 12' NGVD above sea level.

The space above the second floor ceiling of a home cannot be used for any purpose other than inactive storage or mechanical equipment (mechanical equipment is that equipment which is actually a part of the home and required for the operation of the home) and can be accessed only by a retractable folding stairway or an access panel. A plywood or plank floor may be installed in the attic to accommodate storage or mechanical equipment, but the total area of this attic flooring cannot exceed an area equal to 15% of the inside living space (air conditioned).

The driveways within the property cannot exceed a slope of 1/4" per foot, and the elevation of the garage slab cannot be higher than 1" above the driveway at the point where the driveway meets the garage slab.

In general, homes on both sides of a common property line shall slope their property to the common property line, and then so graded that the runoff will go to the canal or the street.

Where two or more Lots are acquired and used as a single building site, the side Lot lines shall refer only to the lines bordering on the adjoining owner.

Prior to the commencement of any construction, the property owner shall apply for and secure a permit from the Palmetto Point Association, Inc. The property owner shall secure applications for a building permit from the Association, and shall submit such form in duplicate along with two complete sets of WORKING DRAWINGS. If the drawings comply with the provisions of the Deed of Restrictions, the Board of Directors of the Association shall return one set of the drawings marked "Approved by the Palmetto Point Association" along with one copy of the Application, duly signed and giving authorization to proceed with construction in accordance with the approved plans. The owner understands that if he deviates from the approved plans without first securing written approval from the Association, the permit is automatically rescinded and all work on the site must cease until the revision is either approved by the Association, or the work reverts back to that as shown on the approved drawings.

The Association Permit must be prominently displayed in the same fashion as the Municipal Permit is displayed.

6. The square footage of proposed buildings and structures or additions and enlargements thereto shall be measured from the outside of the exterior walls of the living area of the building or structure, at each floor level. Living area does not include garages, roofed screen porches and the like.

7. No garage shall be erected which is separated from the main building. Each home shall include, as a minimum, one attached two (2) car enclosed garage. Carports are prohibited.

8. Boat landings, docks, piers, boatlifts, boat elevators and mooring posts shall be constructed only in accordance with plans and specifications that have been approved in writing by the Association. The owners and occupants of land in the subdivision shall have an easement in common for the purpose of navigation on all waterways. Docks, piers or mooring posts shall not extend beyond eleven (11') feet from sea wall and shall be no closer than eight feet from the side Lot lines (if the boat, when docked, extends past the dock/lift structure, the boat and boat appurtenances shall not be closer than 1'0" to the Lot line). However, dolphin pilings (including

pilings for boat lifts) and wrap-around docks may not extend beyond twenty five (25') feet from the seawall (except in no event shall this distance exceed twenty five (25) percent of the width of the canal at the property in question from waterside to waterside of the seawalls) and can be no closer than eight (8') feet to an extension of the side Lot line. Boat houses, boat lift canopies, Tiki Huts, boat ramps, and boat moorings are prohibited, nor shall any boat canal or slip be dug or excavated into any of the waterfront Lots. No vessel or boat shall be anchored off shore in any of the waterways adjacent to the subdivision so that the same shall in any way interfere with navigation. No boats, boat trailers or trailers of any description shall be parked or stored on any Lot in the subdivision for longer than seventy-two (72) hours. Extensive repairs and maintenance of boats shall not take place in the waterways or on Lots.

9. No Lot or parcel shall be increased in size by filling in the water on which it abuts. No seawall shall be erected, constructed, or altered without the express written permission of the Association.

10. No boundary wall shall be constructed with a height of more than four feet above the ground level of adjoining property. Waterfront walls of solid construction or solid waterfront hedges shall not be permitted in excess of three feet in height and must be set back at least 20' from the seawall and/or 25' from the street. Such walls or hedges where partially open will be permitted to a height of not more than four feet but must still comply with the 20' and 25' setback requirements. In the front, no wall, hedge, or fence shall extend beyond the set-back line of the property. The heights or elevations of any wall shall be measured from the existing property elevation. Any questions as to such heights may be conclusively determined by the Association.

11. No animals, birds or reptiles of any kind shall be raised, bred or kept on any Lot except that dogs, cats, and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No animal, bird, or reptile shall be kept in such a manner as to constitute a nuisance.

12. All garbage or trash containers, oil tanks and bottle gas tanks must be underground, shrubbed or placed in walled-in areas so that they shall not be visible from the canals, streets or adjoining properties. Air conditioners

and equipment, pool pumps, generators and similar equipment shall be placed behind walls or landscaping so as to not be visible from the road. Walls approved to conceal a/c or pool equipment or garbage cans shall not exceed eight (8') feet in height and shall not be roofed.

13. Satellite dishes greater than one meter in diameter are prohibited. Aerials and antennas designed to receive over-the-air television broadcast, or an antenna designed to receive multi-channel, multi point distribution service shall not exceed the height allowed by the Over the Air Reception Device rule. Ham radio towers are prohibited.

14. No clothesline shall be allowed except if set on removable stanchions, which shall be removed when not in use. No clothesline shall be placed so as to be visible from the street.

15. No vehicle shall be parked on any part of this property except on paved streets and paved driveways. Vehicles currently being used in the active construction of homes in the Subdivision may be parked on vacant Lots but must park at least 50' from the seawall. No trailers, motor homes, busses or commercial vehicles, other than those present on business, may be parked in the subdivision except in an enclosed garage (however, motor homes and busses may be parked in a driveway for a period not to exceed seventy-two (72) hours for loading and unloading purposes only). No car restoration or mechanical repairs are permitted on the exterior of any property. No abandoned or inoperative vehicle shall be left on any property. As used herein the term "commercial vehicle" means trucks and other vehicles of whatever type which are used for business purposes including but not limited to, any vehicle which displays a company name or logo in its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which was originally intended or is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle, regardless of any definition found elsewhere to the contrary and regardless of whether or not the vehicle is presently actually used in such a manner.

16. No "For Rent" or "For Sale" signs larger than one (1) 18" x 24" or three (3) square feet (432 square inches) shall be erected or displayed on any Lot or property. On canal front Lots one (1) additional sign may be displayed on the canal side of the Lot. No other signs of a commercial nature except one (1) home builder/general contractor sign (but not sub contractor) shall be erected, placed or displayed from any Lot or home. Notwithstanding the foregoing "security" signs are allowed as provided in Chapter 720, Florida Statutes and garage and estate sale and similar signs are allowed but shall be displayed for one (1) day only.

17. No temporary or accessory building, shed or structure shall be erected. Temporary tents may be erected for special occasions provided the property owner has applied for and has secured prior written approval from the Association. The temporary tent may be erected not earlier than 48 hours prior to the special occasion, and must be removed within 48 hours after the special occasion. No storage PODS or similar storage devices shall be placed on Lots or roads for longer than seventy-two (72) hours.

18. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises hereby conveyed, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the property owner shall fail or refuse to keep the Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon the Lot and remove the same at the expense of the owner, and such entry shall not be deemed trespass. The Association shall have a lien on the Lot for the expense incurred and may enforce the same as provided for in the Mechanic's Lien Laws of the State of Florida.

19. Dumping of horticultural materials or refuse into the canals is prohibited.

20. The failure of the Association to enforce any building restrictions, covenant, condition, obligation, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.

21. The Association reserves the right to itself, its agents, employees or any contractor or subcontractor dealing with the Association to enter upon the land covered by these restrictions for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to completing any dredging, filling, grading or installation of drainage, water lines or sewer lines. These reserved rights in the Association shall also apply to any additional improvements which the Association has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautification or any other improvements. In this respect, the Association agrees to restore said property to its condition at the time of said entry and shall have no further obligation to the property owner in connection therewith.

22. The violation or breach of any condition, restriction or covenant herein contained by any person or concern shall give the Association or property owners, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said condition, restrictions or covenants and to prevent the violation or breach of any of them. The prevailing party in any action shall be entitled to an award of its reasonable attorney's fees and costs incurred in such action from the non-prevailing party.

23. The Board may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require such variance from compliance, which said variance must be signed by at least a majority of the entire Board of Directors. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. The granting of a variance may be subject to special conditions imposed by the

Board and shall not create a precedence requiring the Board to grant variances in the future for the same Lot Owner or other Lot Owners.

24. No residential Lot shall be subdivided into two or more Lots. All construction shall be of new material, provided however, that this paragraph shall not be used for the purpose of reducing or downgrading the standard or quality of the restrictions in effect in the subdivision in which the property is located and provided further that this paragraph shall not be used to change the residential character of the property in this subdivision.

25. Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.

26. The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands herein described running with the land and shall be deemed for the benefit of all the lands in the subdivision, and it shall be and remain in full force until 2037, after which they shall be automatically extended for successive periods of ten (10) years each. The foregoing notwithstanding, this Declaration may be amended by a vote of the Owners of a least a majority (50% +1) of the total number of Lots in the Subdivision voting in favor of the amendment. All amendments shall become effective when recorded in the Public Record of Lee County, Florida which said amendment shall have attached hereto a Certificate of Amendment signed by an officer of the Association with the formalities of a deed.

27. By accepting a deed to land in this subdivision, the property owner agrees that the foregoing restrictions, limitations, covenants, and conditions are made as part of the consideration for the conveyance and as part of the purchase price of the above described lands and that there are covenants running with the land and shall be binding upon the property owner and all subsequent owners.

28. DISCLAIMER OF LIABILITY OF ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE “ASSOCIATION DOCUMENTS”), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

28.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF.

28.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORUOUS ACTIVITIES.

28.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR

WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

28.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS, AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECT WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

28.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

EXHIBIT "A"

**ALL LANDS LOCATED IN PALMETTO POINT AS FOUND IN PLAT
BOOK 29, PAGES 21-23 AND PALMETTO POINT UNIT 2 AS FOUND
IN PLAT BOOK 30, PAGE 98, PUBLIC RECORDS LEE COUNTY
FLORIDA**

EXHIBIT "B"

DEFINITIONS. The following words and terms used in this Declaration or any of the governing documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

- A. **"Assessment"** means the dues charged to Members.
- B. **"Articles"** and **"Bylaws"** as used herein, means the Articles of Incorporation and the Bylaws of Palmetto Point Association, Inc., as amended from time to time. A copy of the Articles of Incorporation and Bylaws are attached hereto as Exhibits "C" and "D" respectively.
- C. **"Association"** means Palmetto Point Association, Inc., a Florida corporation not for profit.
- D. **"Board"** means the Board of Directors responsible for the administration of Palmetto Point Association, Inc.
- E. **"Boat Lift Canopy"** means a aluminum frame structure build on dock or boat lift that has open sides and ends that a canvas or vinyl top covers your boat.
- F. **"Common Expenses"** means all expenses, charges and costs related to the operation of the Association.
- G. **"Declaration"** means this Declaration of Covenants, Conditions, and Restrictions of Palmetto Point and Palmetto Point Unit 2 as amended from time to time.
- H. **"Governing Documents"** means and includes this Declaration, the Articles and Bylaws, all recorded exhibits thereto, and any Board adopted rules, all as amended from time to time.
- I. **"Guest"** means any person who is not the owner or a lessee of a home or a member of the owner's or lessee's

family, who is physically present in, or occupies a home on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

- J. **“Home” or “Dwelling Unit”** means a residential dwelling intended for residential use that is constructed on a Lot or Lot(s).
- K. **“Lease”** means the grant by a Lot owner of a temporary right of use of the owner’s home for valuable consideration.
- L. **“Lot or Lots or Parcel”** means the one hundred forty four (144) Lots of land located within the real property legally described on the Plats of Palmetto Point and Palmetto Point Unit 2. All of said land has been subdivided for residential use with fee simple title to each Lot having been conveyed to an owner for use as a residential home site. No Lot that is subject to this Declaration may be subdivided or joined together without the consent of the Association.

- M. **“Member”** shall mean persons who join and become members of the Association. All Lot Owners are eligible for membership in the Association. The qualifications and requirements for membership in the Association are in the Bylaws.
- N. **“Member’s Voting Rights”** shall mean the right of Members to vote in Association matters for which a membership vote is required or allowed.
- O. **“Member’s Voting Interests”** means the votes held by the Members pursuant to the Member’s Voting Rights for the purpose of casting votes in matters for which a membership vote is required or allowed. There shall only be one (1) Member Voting Interest per Lot which

shall be held by the person designated as the Voting Member. If the Lot Owners cannot agree on the how to cast the vote for the Lot then the vote shall not be counted. The total number of votes is equal to the total number of Members existing at the time of the vote.

- P. “Owner’s Voting Rights” shall mean the right of the Owners of Lots to vote to amend this Declaration. Owners who are not members of the Association do not have Member’s Voting Rights.
- Q. “Owner’s Voting Interest” means the votes held by the Lot Owners pursuant to the Owners Voting Rights for the purpose of casting votes to amend this Declaration. Each Lot has one (1) vote and the vote cannot be divided. If a Lot is owned by more than one person or by a corporation, partnership, trust or other entity and the Owners cannot agree on the how to cast the vote for the Lot then the vote shall not be counted. The total number of votes which is equal to the total number of Lots that are subject to this Declaration. Cumulative voting is prohibited.
- R. “Occupy” when used in connection with a home, means the act of staying overnight in a home. “Occupant” is a person who occupies a home.
- S. “Owner”, “Lot Owner” means the record owner of legal title to a lot. An Owner or Lot Owner may be but is not necessarily a Member of the Association.
- T. “Plat(s)” means the recorded Plats for Palmetto Point and Palmetto Point Unit 2 described in Exhibit “A”.
- U. “Property”, “Properties” or “Subdivision” means Palmetto Point and Palmetto Point Unit 2 shown on the Plats.

V. **“Roads”** means those roads which are part of the Subdivision and which are available for the common use and enjoyment of all owners of Lots.

W. **“Structure”** means that which is built or constructed, or any piece of work artificially built or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or dock piling. The term shall be construed as if followed by the words “or part thereof”. The term includes limitation, swimming pools, fences, antennas and playground equipment.