



OFFERED AT AUCTION

WITHOUT RESERVE

2255 TROON CT

SANIBEL • FL

**AUCTION WITHOUT RESERVE**  
**MONDAY, APRIL 22 • 11 AM EDT • ON SITE**

**HOA DOCUMENTS**  
**FOR**  
**PROSPECTIVE BIDDERS**

ELITE  AUCTIONS

**From:** The Sanctuary Golf Club <[gm@sanctuarygc.net](mailto:gm@sanctuarygc.net)>

**Sent:** Tuesday, February 27, 2024 8:01 AM

**To:** Jeff Brown <[jbrown@sanctuarygc.net](mailto:jbrown@sanctuarygc.net)>

**Subject:** Golf Course Reminders



## THE SANCTUARY GOLF CLUB

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### GOLF COURSE REMINDERS

February 27, 2024

Dear Sanctuary Member,

The Sanctuary Golf Club certainly lives up to its name. Whether you are a resident in the community or a Member of the Club, we can all attest to the fact that we live and play in a sanctuary. In order to keep the tradition and uphold the high standards you all expect, we must have certain parameters and rules. The following is a friendly reminder that highlights some of our Club rules and policies while out on the golf course.

We all love and enjoy our pets; however dogs or other pets, except for handicap assistance animals, are not permitted on the Club Facilities including the golf course and Club grounds at any time.

Jogging, running, walking (unless permitted by the Pro Shop for golf play), or bicycling is not permitted on the golf course, on the cart paths, or at the practice facilities at any time.

Fishing in The Sanctuary lakes is not allowed. This summer, Greens & Grounds took the extra step to post "No Fishing" signs throughout the golf course so there is no question. If you witness someone fishing in the lakes on the golf course, please call the Pro Shop at 239-472-6223 to report this activity immediately.

The use of golf carts at the golf course is restricted to Sanctuary Golf Carts, leased golf carts provided by The Sanctuary Golf Club, and maintenance carts

and equipment. Personal golf carts that are not issued by The Sanctuary Golf Club are prohibited from use on the course.

Thank you for your cooperation and we look forward to seeing you around the Club!

Sincerely,

A handwritten signature in black ink, appearing to read "J Brown". The signature is fluid and cursive, with the first letter "J" being particularly large and stylized.

Jeff Brown  
*General Manager*

**THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC.**  
**RESOLUTION ADOPTING AMENDMENT TO THE**  
**DESIGN REVIEW GUIDELINES**

**THIS RESOLUTION** is made as of the date written below by the Board of Directors (“Board”) and Architectural Control Committee (“ACC”) of The Sanctuary at Wulfert Point Community Association, Inc., a Florida Corporation not-for-profit (“Association”).

**WHEREAS**, pursuant to Article VI of the Restated and Amended Declaration of Covenants and Restrictions for The Sanctuary at Wulfert Point Community Association, Inc. (“Declaration”) recorded at Instrument No. 2014000066478 of the Public Records of Lee County, Florida, the ACC has been established for the purpose of reviewing and approving or denying all improvements, additions, changes, or alterations upon a roof or building within the Association; and

**WHEREAS**, Article VI, Section 6.2 of the Declaration provides the ACC with the authority to issue rules and design review guidelines; and

**WHEREAS**, the ACC previously adopted that set of guidelines known as The Sanctuary Community Design Guidelines (“Design Guidelines”) on or about May 1, 2012; and

**WHEREAS**, due to the recent destruction Hurricane Ian caused to Dwelling Units and Improvements in the Sanctuary (as those terms are defined in the Declaration), the Board has considered the benefit that metal roofs may have in withstanding hurricane winds; and

**WHEREAS**, in recognition of the benefit metal roofs may serve to its Members, the Board has recommended the foregoing amendments to the Design Guidelines to the ACC for adoption for the purpose of allowing Members to install metal roofs subject to the foregoing conditions; and

**WHEREAS**, in agreement with the Board, the ACC does now desire to amend the Design Guidelines to allow Members to construct metal roofs on their Dwelling Units or Improvements, subject to the terms set forth herein; and

**WHEREAS**, the Association does now desire to increase the application fee due for ACC and Committee on Rules Enforcement (“CORE”) applications in an effort to offset the administrative time and expense of the Association in reviewing said applications; and

**WHEREAS**, the Board and ACC are vested with the emergency powers set forth in Section 720.316, Florida Statutes, due to the continuing state of emergency declared in State of Florida Office of the Governor Executive Order Number 22-218, as amended by Executive Order Number 22-219, on September 24, 2022 which declared a state of emergency for the state of Florida due to the threat posed by Tropical Storm [Hurricane] Ian; and

**WHEREAS**, the Board and ACC have duly adopted the foregoing amendments to the Design Guidelines at a duly noticed meeting of the Board and ACC held by telephone, real-time videoconferencing, or similar real-time electronic or video communication in compliance with Section 720.316, Florida Statutes.

**NOW, IT IS RESOLVED**, under the authority granted by the Association’s governing documents, the Board of Directors and Architectural Control Committee adopts the following amendment to The Sanctuary Community Design Guidelines:

*(Additions are indicated by underline, deletions are indicated by strike through. Additions to headings are indicated by double underline. Amendments which reflect a substantial rewording will be notated as such with instruction to see the original governing documents for current text.)*

### III. ALTERATIONS and the CORE APPROVAL PROCESS

...

~~There is no fee for a CORE approval of a proposed alteration, unless the work is commenced before the CORE application and approval, in which case the fee is \$250.~~

A fee of \$250.00 must accompany any CORE application for review. In addition, a Consultant Fee may be charged to an applicant should the Board of Directors, in its sole discretion, determine that the application warrants CORE's engagement of the services of professionals in reviewing the application as authorized by Section 6.4 of the Declaration. By way of example but not limitation, a Consultant Fee may be warranted when the Guidelines have been revised and inaugural applications concerning that revised subject matter are received.

### IV. THE BASIC COMMUNITY STANDARDS

...

#### **Roofs and Roofing Accessories:**

Plumbing stacks and roof vents must be placed as inconspicuously as possible and must match roofing colors.

Approval must be given to the exposure of the flashing gutters and downspouts, and the color of their paint must match the fascia and siding of the house. Exposed attachment straps are not permitted.

Prefabricated fireplace units may be used but must have an architectural terminal cap, and the cap has to be painted.

The appearance of a skylight should be given to any solar installation. It must be installed with a finished trim material or curb. Solar panels for pool heating, hot water heaters or otherwise require approval, and ~~must be not be not to~~ cannot be visible from the street unless that is the only possible site for their acceptable functioning as established by the applicant, and they are to be located as inconspicuously as practically while functionally acceptable.

Suggested roofing materials are tile (whether concrete, clay or other acceptable material), ~~or~~ natural slate or metal; however, the roofing material, color, and style must be architecturally harmonious with the surrounding structures in the community and the existing scheme of development and must be approved by ACC or CORE, as applicable. A roof design will not be approved if in the judgment of the reviewing Committee the proposed roof is too similar or dissimilar to surrounding neighbors, of poor quality, or generally an inappropriate design for the Sanctuary. No-seamed metal roofs are permitted.

Metal roofs must be a minimum of 24-gauge sheeting. Specific color will be dependent upon the specific location of the applicant's home, as the ACC and CORE will consider the similarity or dissimilarity to surrounding neighbors when reviewing the application. Permitted styles include standing seam, metal shingle, metal slate, metal tile, and new traditional designs. A sample of the proposed roof must be provided with the ACC or CORE application.

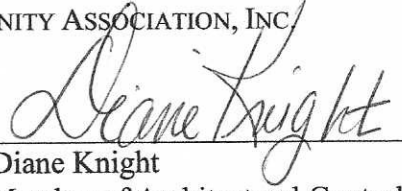
...

*[Remainder of the Roofs and Roofing Accessories section to remain unchanged.]*

**APPROVED** by the Architectural Control Committee on this 8th day of November, 2022 at a duly noticed meeting of the Committee at which a quorum was attained.

ARCHITECTURAL CONTROL COMMITTEE OF  
THE SANCTUARY AT WULFERT POINT  
COMMUNITY ASSOCIATION, INC.

By:



Diane Knight  
Member of Architectural Control  
Committee

Prepared by/return to:  
Colby Keefe, Esq.  
Henderson, Franklin, Starnes & Holt, P.A.  
1715 Monroe Street  
Fort Myers, Florida 33901

**NOTICE OF THE SANCTUARY AT WULFERT POINT COMMUNITY  
ASSOCIATION, INC. UNDER S. 720.3032, FLORIDA STATUTES, AND NOTICE TO  
PRESERVE AND PROTECT COVENANTS AND RESTRICTIONS FROM  
EXTINGUISHMENT UNDER THE MARKETABLE RECORD TITLE ACT,  
CHAPTER 712, FLORIDA STATUTES**

**Instructions to recorder:** Please index both the legal name of the Association and the names shown in item 3.

1. Legal name of association: The Sanctuary at Wulfert Point Community Association, Inc.

2. Mailing and physical addresses of association:

Mailing Address: P.O. Box 100  
Sanibel, Florida 33957

Physical Address: 711 Tarpon Bay Road  
Sanibel, Florida 33957

3. Names of the subdivision plats, or, if none, common name of community:

The Sanctuary at Wulfert Point, according to the plat thereof recorded in the Plat Book and Pages set forth in Item 7 herein.

4. Name, address, and telephone number for management company, if any:

Simar Sanibel Management, Inc.  
d/b/a Island Management  
711 Tarpon Bay Road  
Sanibel, Florida 33957

5. This notice **does** constitute a notice to preserve and protect covenants or restrictions from extinguishment under the Marketable Record Title Act.

6. The following covenants or restrictions affecting The Sanctuary at Wulfert Point Community which the Association desires to be preserved from extinguishment:

a. Declaration of Covenants and Restrictions for The Sanctuary at Wulfert Point Community Association, Inc., dated September 14, 1992 and recorded in

Official Records Book 2328, Page 0052-0115 as Instrument Number 3266072 of the Public Records of Lee County, Florida.

b. Certificate of Amendment to the Declaration of Covenants and Restrictions, Bylaws and Articles of Incorporation for The Sanctuary at Wulfert Point Community Association, Inc., dated March 10, 2014 and recorded in Official Records as Instrument Number 2014000066478 of the Public Records of Lee County, Florida.

7. The legal description of the The Sanctuary at Wulfert Point affected by the listed covenants or restrictions is attached as Exhibit A and more specifically described as follows:

a. Plat of The Sanctuary at Wulfert Point Phase 1, according to the plat thereof recorded in Plat Book 50, Pages 46 of the public records of Lee County, Florida.

b. Plat of The Sanctuary at Wulfert Point Phase 2A, according to the plat thereof recorded in Plat Book 50, Pages 57-63 of the public records of Lee County, Florida.

c. Plat of The Sanctuary at Wulfert Point - Phase 1 Replat of Lot 48 and Lot 49 and Tract "I", according to the plat thereof recorded in Plat Book 51, Pages 47-48 of the public records of Lee County, Florida.

d. Plat of The Sanctuary at Wulfert Point Phase 2B and Replat of Tract "D", according to the plat thereof recorded in Plat Book 52, Pages 1-6 of the public records of Lee County, Florida.

e. Plat of The Sanctuary at Wulfert Point Phase 3, according to the plat thereof recorded in Plat Book 55, Pages 30-33 of the public records of Lee County, Florida.

f. Plat of The Sanctuary at Wulfert Point Phase 2A replat of Lots 21C through 26C and Tract "A", according to the plat thereof recorded in Plat Book 56, Pages 5 through 8 of the public records of Lee County, Florida.

g. Plat of A Replat of Lots 23C and 24C of The Sanctuary at Wulfert Point Phase 2A, Replat of Lots 21C through 26C and Tract A, according to the plat thereof recorded in Plat Book 56, Pages 92-94 of the public records of Lee County, Florida.

h. Plat of Replat of Lots 21C and 22C of The Sanctuary at Wulfert Point Phase 2A, Replat of Lots 21C through 26C and Tract "A" according to the plat thereof recorded in Plat Book 58, Pages 56-57 of the public records of Lee County, Florida.

i. Plat of The Sanctuary at Wulfert Point - Phase 2B Replat of Lot 14C and a Portion of Lot 13C, according to the plat thereof recorded in Plat Book 58, Pages 58-59 of the public records of Lee County, Florida.



This notice is filed on behalf of The Sanctuary at Wulfert Point Community Association, Inc. as of this 6 day of May, 2022.

WITNESSES

THE SANCTUARY AT WULFERT POINT  
COMMUNITY ASSOCIATION, INC.

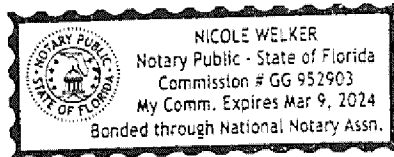
Laurie Marino  
Signature of Witness  
Printed: Laurie Marino

Diane Knight  
By: Diane Knight  
Its: President

Melissa Lodwick  
Signature of Witness 2  
Printed: Melissa Lodwick

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6th day of May, 2022, by Diane Knight, as President of The Sanctuary at Wulfert Point Community Association, Inc., on behalf of the corporation.



Nicole Welker  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification  
Type of Identification Produced: \_\_\_\_\_

EXHIBIT A

PLAT BOOK 51 PAGE 47

THE SANCTUARY AT WULFERT POINT - PHASE 1  
REPLAT OF LOT 48 AND LOT 49 AND TRACT '11'

CITY OF SANIBEL  
APRIL 1993

LEGAL DESCRIPTION

LOT 48 AND LOT 49 AND TRACT '11' ACCORDING TO THE PLAT OF "THE SANCTUARY AT WULFERT POINT - PHASE 1" RECORDED IN PLAT BOOK 50 AT PAGES 46 THROUGH 56 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE HERON DESCRIBED LANDS HAVE CAUSED THIS PLAT OF THE SANCTUARY AT WULFERT POINT - PHASE 1, REPLAT OF LOT 48 AND LOT 49 AND TRACT '11' TO BE MADE.

IN WITNESS WHEREOF THE FOLLOWING OWNERS  
HAVE EXECUTED THIS PLAT:

SANCTUARY RESIDENTIAL PROPERTIES, LTD.  
A FLORIDA LIMITED PARTNERSHIP  
BY: SANCTUARY DEVELOPMENT CORPORATION,  
ITS GENERAL PARTNER

BY: [Signature]  
JOHN W. WILSON, ITS PRESIDENT  
WITNESS: [Signature]  
KAREN SHAW

THE SANCTUARY AT WULFERT POINT  
COMMUNITY ASSOCIATION, INC.,  
A FLORIDA NOT-FOR-PROFIT CORPORATION

BY: [Signature]  
JEFFREY L. WILSON, ITS PRESIDENT  
WITNESS: [Signature]  
KAREN SHAW

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF LEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16 DAY OF APRIL, 1993, A.D., BY JOHN W. WILSON, PRESIDENT OF SANCTUARY DEVELOPMENT CORPORATION, A GENERAL PARTNER, AND JEFFREY L. WILSON, PRESIDENT OF THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED PERSONALLY KNOWN AS IDENTIFICATION AND DID/DID NOT TAKE AN OATH.

Signature: [Signature]  
Printed Name: JAWAT & McBEE  
Title: Notary Public  
Serial No.: 215817



ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF LEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16 DAY OF APRIL, 1993, A.D., BY JOHN W. WILSON, PRESIDENT OF THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED PERSONALLY KNOWN AS IDENTIFICATION AND DID/DID NOT TAKE AN OATH.

Signature: [Signature]  
Printed Name: JAWAT & McBEE  
Title: Notary Public  
Serial No.: 215817



PREPARED BY:  
POST, BUCKLEY, SCHUB & JERNIGAN, INC.  
6366 PRESIDENTIAL COURT  
FORT MYERS, FL 33919

APPROVALS

THIS PLAT OF "THE SANCTUARY AT WULFERT POINT - PHASE 1, REPLAT OF LOT 48 AND LOT 49 AND TRACT '11'" WAS ACCEPTED THIS 11th DAY OF APRIL, 1993 A.D., IN AN OPEN MEETING OF THE CITY COUNCIL OF THE CITY OF SANIBEL, LEE COUNTY, FLORIDA.

Mary A. Westell  
MAYOR COUNCILMAN  
Walter M. Kan  
VICE MAYOR COUNCILMAN  
Debra Miller  
COUNCILMAN  
Gerald Mueggh  
COUNCILMAN  
Lynn L. Hines  
CITY CLERK  
Rolf D. Post  
CITY ATTORNEY

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT OF "THE SANCTUARY AT WULFERT POINT - PHASE 1, REPLAT OF LOT 48 AND LOT 49 AND TRACT '11'" WAS EXAMINED BY ME AND THE CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA, AND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD ON THIS 14th DAY OF APRIL, 1993, A.D., AND DULY RECORDED IN PLAT BOOK 51 AT PAGES 47 THROUGH 48 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Signature: [Signature]  
CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF LEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF APRIL, 1993, A.D., BY THE ABOVE SIGNED PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED PERSONALLY KNOWN AS IDENTIFICATION AND WHO DID (DID NOT) TAKE AN OATH.

Signature: [Signature]  
Printed Name: Sharon M. Gibbon  
Title: Notary  
Serial No.: 0002616

NOTICE:

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

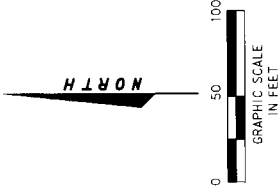
SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF "THE SANCTUARY AT WULFERT POINT - PHASE 1, REPLAT OF LOT 48 AND LOT 49 AND TRACT '11'" IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LAND ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF PART 1 OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

Signature: [Signature]  
RICHARD L. MCCARRIER, PROFESSIONAL LAND SURVEYOR  
FLORIDA LICENSE NO. 3875

# THE SANCTUARY AT WULFERT POINT - PHASE 1 REPLAT OF LOT 48 AND LOT 49 AND TRACT 'E'

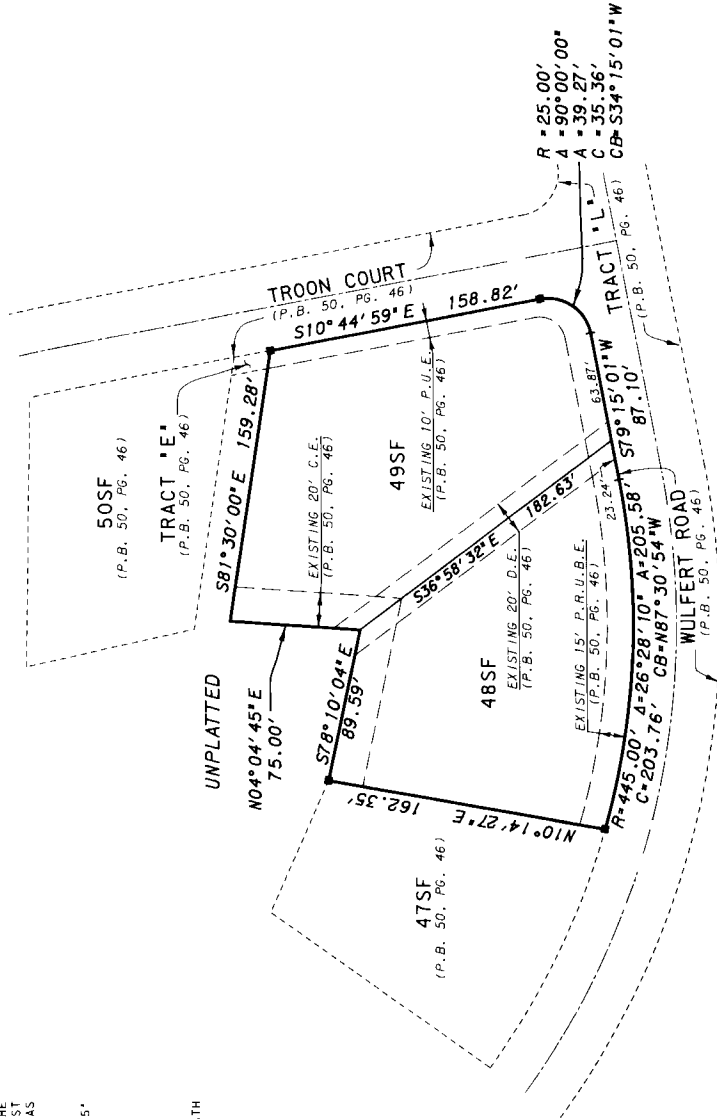
CITY OF SANIBEL  
APRIL 1993



**GENERAL NOTES**

BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED MERIDIAN FIXING THE WESTERLY BOUNDARY OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 21 EAST AS N00°00'55"E.

- SET PERMANENT REFERENCE MONUMENT (PRM); 4" x 4" CONCRETE MONUMENT WITH BRASS DISK PFS&U PRM 3675.
- P.U.E. EXISTING PUBLIC UTILITY EASEMENT
- C.E. EXISTING CONSERVATION EASEMENT
- D.E. EXISTING DRAINAGE EASEMENT
- P.R.U.B.E. EXISTING PUBLIC ROADWAY, UTILITY AND BICYCLE PATH EASEMENT
- (P.B. #PG. ) PLAT BOOK . PAGE



**SPECIAL NOTICE REGARDING EASEMENT USAGE**

AS SHOWN IN CHAPTER 177.091 (29) F.S.:

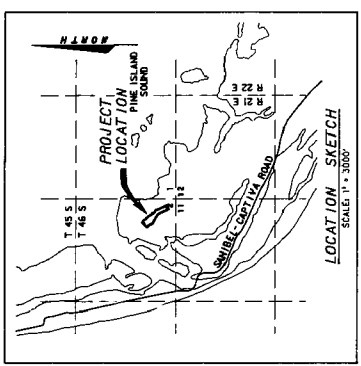
ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, POWER, TELEPHONE, GAS, WATER, SEWER, AND OTHER PUBLIC UTILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE APPLICABLE ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

LOT NO.	DWELLING UNITS	AREA (SQUARE FEET)	MAXIMUM IMPERMEABLE COVERAGE (SQUARE FEET)	MAXIMUM DEVELOPED OR VEGETATION REMOVAL AREA (SQUARE FEET)
48SF	1	25690	11561	12845
49SF	1	28686	12909	14343

PREPARED BY:  
BUCKLEY, SCHUH & JERNIGAN, INC.  
6386 PRESIDENTIAL COURT  
FORT MYERS, FL 33919

# THE SANCTUARY AT WULFERT POINT PHASE 2A REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"

CITY OF SANIBEL  
NOVEMBER 1994



LEGAL DESCRIPTION - THE SANCTUARY AT WULFERT POINT PHASE 2A  
REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"  
LOTS 21C THROUGH 26C AND TRACT "A", THE SANCTUARY AT WULFERT POINT PHASE 2A,  
AS SHOWN IN PLAT BOOK 50 AT PAGES 51 THROUGH 63 OF THE PUBLIC RECORDS OF  
LEE COUNTY, FLORIDA.

GENERAL NOTES  
BEARINGS - SHOWN HEREON ARE BASED UPON FIXING THE WESTERLY BOUNDARY OF THE  
SANCTUARY AT WULFERT POINT PHASE 2A TO THE CORNER OF SECTION 12, TOWNSHIP  
46 SOUTH, RANGE 21 EAST AS MONUMENT SET.  
■ PERMANENT REFERENCE MONUMENT APPROX. 11' x 3' CONCRETE  
MONUMENT WITH BRASS DISK "P85AJ FRA 3875"  
C.E. CONSERVATION EASEMENT  
D.E. DRAINAGE EASEMENT  
P.U.E. PUBLIC UTILITY EASEMENT  
(P.B., PG. 1 PLAT BOOK, PAGE  
(O.R.) OFFICIAL RECORDS

NOTICES  
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT  
MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SPECIAL NOTICE REGARDING EASEMENT USAGE  
AS SHOWN IN CHAPTER 177.097 (201 F.S.):  
ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL BE  
FOR THE USE OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH  
CABLE TELEVISION SERVICE SHALL BE INSTALLED, MAINTAINED OR OPERATED  
UNLESS THE INSTALLATION, MAINTENANCE OR OPERATION OF CABLE TELEVISION  
SERVICES SHALL BE SOLELY RESPONSIBLE TO A CABLE TELEVISION COMPANY  
OR OTHER PUBLIC UTILITY, IN THE EVENT THAT A CABLE TELEVISION COMPANY  
OR OTHER PUBLIC UTILITY, IN THE EVENT THAT A CABLE TELEVISION COMPANY  
DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE  
FOR THE REPAIR AND REPAIR COSTS OF SUCH FACILITIES. THE USE OF SUCH  
PUBLIC UTILITY SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE OR OPERATION  
GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER  
PUBLIC UTILITY SHALL BE SUBJECT TO THE REGULATIONS AND ORDINANCES OF THE  
FLORIDA PUBLIC SERVICE COMMISSION. ELECTRIC SAFETY CODE AS ADOPTED BY THE

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF THE SANCTUARY AT WULFERT POINT  
REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A" IS A TRUE AND CORRECT  
REPRESENTATION OF THE HEREIN DESCRIBED LAND ACCORDING TO A RECENT SURVEY MADE  
AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA  
I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (FRMS) HAVE BEEN  
PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

*Richard L. McCarrier*  
RICHARD L. MCCARRIER, PROFESSIONAL LAND SURVEYOR  
FLORIDA LICENSE NO. 3875  
DATE 10/11/94

APPROVALS  
THIS PLAT OF THE SANCTUARY AT WULFERT POINT PHASE 2A - REPLAT OF LOTS 21C  
THROUGH 26C AND TRACT "A", WAS ACCEPTED THIS 11th DAY OF NOVEMBER  
1994, A.D., IN AN OPEN MEETING OF THE CITY COUNCIL OF THE CITY OF SANIBEL,  
LEE COUNTY, FLORIDA.

*Joseph A. March*  
CITY CLERK  
*William J. ...*  
CITY ATTORNEY

CERTIFICATION  
I HEREBY CERTIFY THAT THIS PLAT OF THE SANCTUARY AT WULFERT POINT PHASE 2A -  
REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A" IS A TRUE AND CORRECT  
REPRESENTATION OF THE HEREIN DESCRIBED LAND ACCORDING TO A RECENT SURVEY MADE  
AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA  
I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (FRMS) HAVE BEEN  
PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

*Richard L. McCarrier*  
RICHARD L. MCCARRIER, PROFESSIONAL LAND SURVEYOR  
FLORIDA LICENSE NO. 3875

ACKNOWLEDGEMENT  
COUNTY OF FLORIDA  
STATE OF FLORIDA  
I, THE CLERK OF THE COUNTY, DO HEREBY ACKNOWLEDGE THAT THIS INSTRUMENT WAS  
RECORDED IN PLAT BOOK 562, PAGE 5, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA,  
ON THIS 11th DAY OF NOVEMBER, 1994, AT 10:11 AM.

*Joseph A. March*  
CITY CLERK  
*William J. ...*  
CITY ATTORNEY

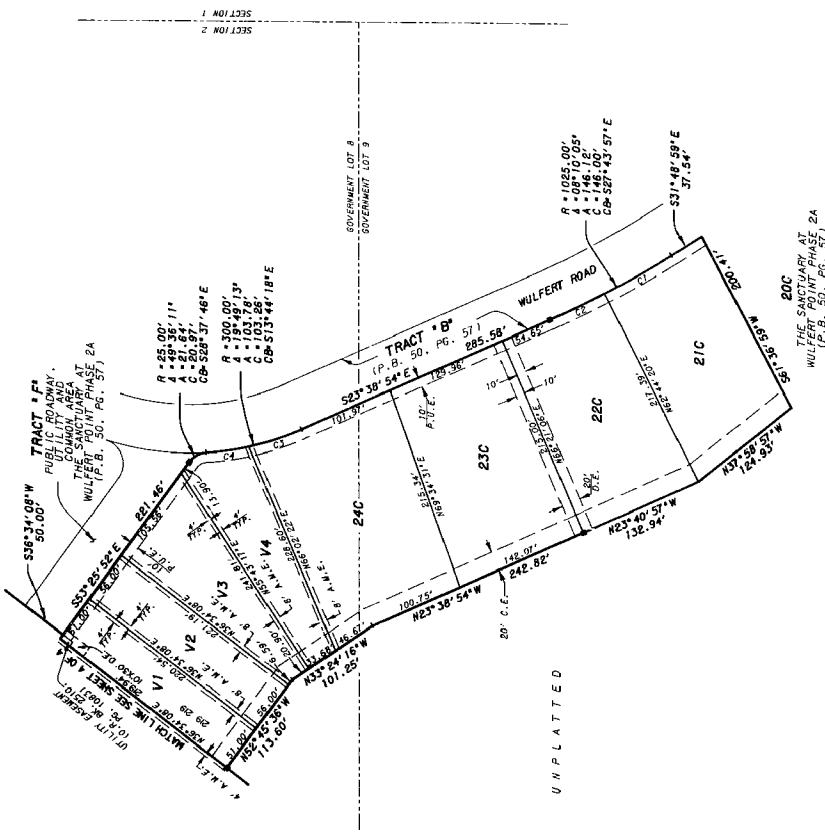
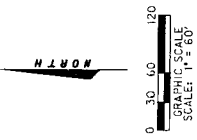
PROCESSED BY:  
POST: WULFERT, SANIBEL & LEE COUNTY, INC.  
FOR: SANIBEL COUNTY, FLORIDA

CITY OF SANIBEL	CITY OF SANIBEL	CITY OF SANIBEL	CITY OF SANIBEL
CITY CLERK	CITY CLERK	CITY CLERK	CITY CLERK
NOTARY PUBLIC SEAL	NOTARY PUBLIC SEAL	NOTARY PUBLIC SEAL	NOTARY PUBLIC SEAL



# THE SANCTUARY AT WULFERT POINT PHASE 2A REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"

CITY OF SANIBEL  
NOVEMBER 1994



**CURVE TABLE**

NO.	RADIUS	Δ	ARC	CHORD	CHORD BEARING
C1	1025.00'	04°33'20"	81.50'	81.47'	S28°32'19"E
C2	1025.00'	03°36'45"	64.63'	64.68'	S25°27'17"E
C3	300.00'	11°10'19"	58.50'	58.40'	S18°03'45"E
C4	300.00'	08°38'54"	45.28'	45.24'	S08°09'08"E

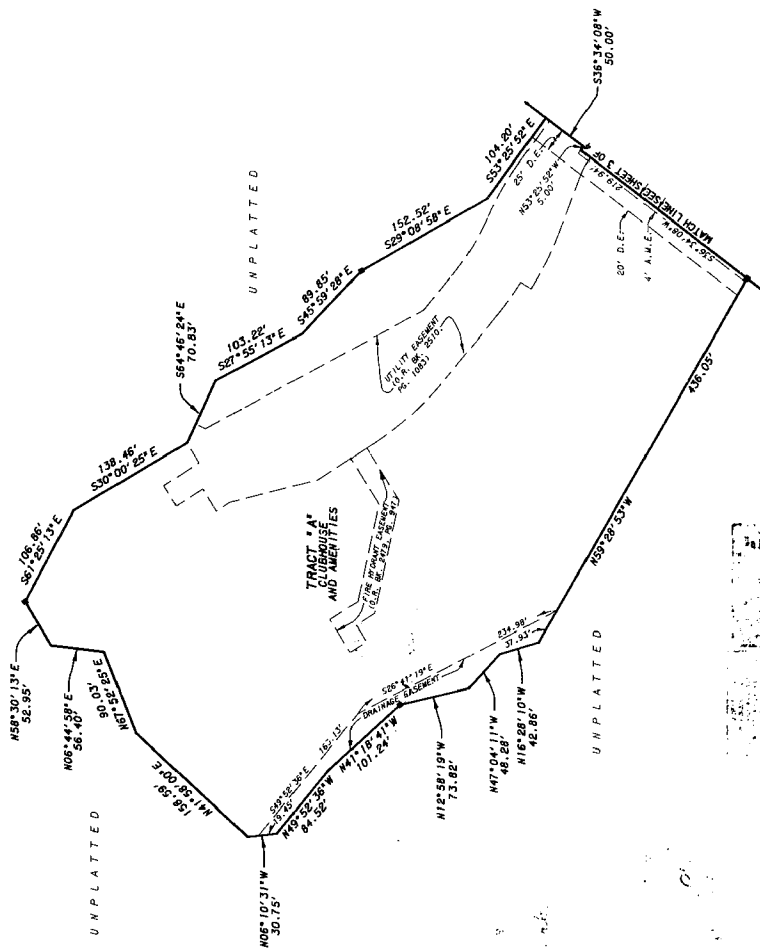
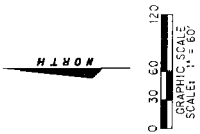
Lot	Area (S.F.)	Maximum Coverage (S.F.)	Maximum Developed or Vegetation Removal Area (S.F.)	Dwelling Units
21C-24C	114,238	51,677	57,419	4 Lots x 6 Units/Lot = 24 Units
25-26	51,811	23,315	25,506	4 Lots x 1 Unit/Lot = 4 Units

NOTE: ACCESS AND MAINTENANCE EASEMENTS (A.M.E.) SHOWN HEREON ARE PROVIDED FOR THE EXTENSION OF LOT IN RESPECTIVE TO ADJACENT LOTS AND MAINTENANCE OF THE EXTENSION OF LOT IN RESPECTIVE TO ADJACENT LOTS AND MAINTENANCE OF

PREPARED BY:  
POST, BAGLEY, SCHUB & JORDAN, INC.  
PLANNING AND SURVEYING  
FORT WORTH, TEXAS

# THE SANCTUARY AT WULFERT POINT PHASE 2A REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"

CITY OF SANIBEL  
NOVEMBER 1994

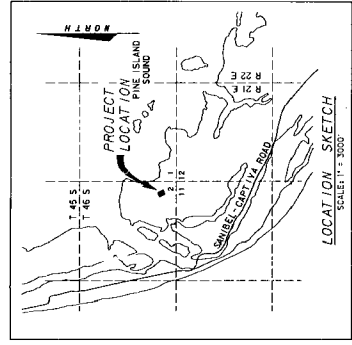


PREPARED BY:  
 POST, BULLLEY, SCHUB & JENKINS, INC.  
 PLAT PROFESSIONAL COMPANY  
 PORT CHARLOTTE, FL 33956

# A REPLAT OF LOTS 23C AND 24C OF 'THE SANCTUARY AT WULFERT POINT REPLAT OF LOTS 21C THROUGH 26C AND TRACT A' REPLAT OF LOTS 21C THROUGH 26C AND TRACT A

Inst. # 3795605  
BK # 5611  
Pg # 0583

CITY OF SANIBEL  
JUNE 1995



LEGAL DESCRIPTION - A REPLAT OF THE SANCTUARY AT WULFERT POINT PHASE 2B - LOTS 21C THROUGH 26C - SEE INSTRUMENT 2103000155569.

LOTS 23C AND 24C - THE SANCTUARY AT WULFERT POINT PHASE 2A REPLAT OF LOTS 21C THROUGH 26C AND TRACT A, AS RECORDED IN PLAT BOOK 56 AT PAGES 6 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

### GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED UPON FIXING THE WESTERLY BOUNDARY OF THE SANCTUARY AT WULFERT POINT PHASE 2B TO THE CORNER OF SECTION 12, TOWNSHIP 28 SOUTH, RANGE 21 EAST, AS NOTED ON PLAT.
- MONUMENT REFERENCE MONUMENT (P.M.) 4" X 4" CONCRETE MONUMENT WITH BRASS DISK (P.S.B.) P.M. 3875.
- CONSERVATION EASEMENT
- C.E.
- D.R.A. EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- A.M.E. ACCESS AND MAINTENANCE EASEMENT
- (P.B.) (P.S.) PLAT BOOK, PAGE
- (O.R.) OFFICIAL RECORDS

### NOTICES

THESE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

### SPECIAL NOTICE REGARDING EASEMENT USAGE

AS SHOWN IN CHAPTER 177.021(1)(b) F.S.: ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC TELEPHONE GAS OR WATER SERVICE. IF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF SUCH UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL BE IN ACCORDANCE WITH THE FLORIDA PUBLIC SERVICE COMMISSION FLORIDA PUBLIC SERVICE COMMISSION.

### APPROVALS

THIS PLAT OF LOTS 23C AND 24C OF THE SANCTUARY AT WULFERT POINT PHASE 2A REPLAT OF LOTS 21C THROUGH 26C AND TRACT A, AS RECORDED IN PLAT BOOK 56 AT PAGES 6 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, LEE COUNTY, FLORIDA.

Mayor [Signature]  
 Vice Mayor [Signature]  
 Council Member [Signature]  
 Council Member [Signature]  
 Council Member [Signature]  
 City Attorney [Signature]

### CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT OF LOTS 23C AND 24C OF THE SANCTUARY AT WULFERT POINT PHASE 2A REPLAT OF LOTS 21C THROUGH 26C AND TRACT A, HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMES INTO ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES. I HAVE CERTIFIED THAT SAID PLAT WAS FILED FOR RECORD ON 06/02/95 AT 10:30 AM '95, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Christie Brown  
CLERK OF THE CIRCUIT COURT AND FOR LEE COUNTY, FLORIDA

### ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF LEE  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF JUNE 1995, AND I HAVE RECORDED THE INSTRUMENT AND IT DID NOT TAKE AN OATH.

[Signature]  
Suzanne E. Thompson  
Notary Public



SERIAL NO. \_\_\_\_\_

June 5, 1995  
DATE

[Signature]  
Richard L. McCarrister  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. 2019

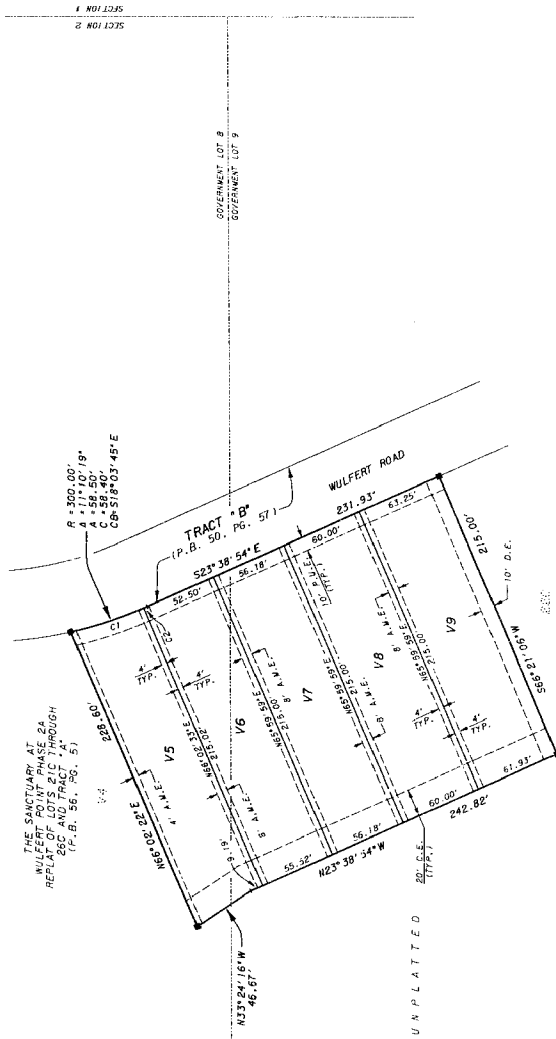
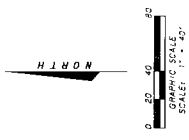
PREPARED BY: BUCKLEY, SCHWAB & JERRIGAN, INC.  
POST: 6500 W. STATE ROAD 301, SUITE 100  
FORT MYERS, FL 33907





# A REPLAT OF LOTS 23C AND 24C OF 'THE SANCTUARY AT WULFERT POINT PHASE 2A' REPLAT OF LOTS 21C THROUGH 26C AND TRACT 'A'

CITY OF SANIBEL  
JUNE 1995



CURVE TABLE

NO.	RADIUS	ARC	CHORD	CHORD BEARING
C1	300.00'	10° 37' 33"	55.64'	S77° 47' 22" E
C2	300.00'	00° 32' 46"	2.86'	S83° 28' 31" E

Lot	Area (S.F.)	Maximum Coverage (S.F.)	Maximum Vegetation Removal Area (S.F.)	Dwelling Units
V5-V9	62,501	28,735	31,261	5 Lots x 1 Unit/Lot = 5 Units

NOTE: ACCESS AND MAINTENANCE EASEMENTS (A.M.E.) SHOWN HEREON ARE PROVIDED FOR THE EXTERIOR OF THE INTERESTS AND ARE SUBJECT TO THE TERMS, CONDITIONS, AND PROVISIONS OF THE INSTRUMENTS REFERENCED HEREIN.

PREPARED BY: DONALD B. SCHULZ, INC.  
REGISTERED PROFESSIONAL SURVEYOR  
FORT MYERS, FL 33919

# REPLAT OF LOTS 21C AND 22C OF 'THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"'

(PLAT BOOK 56, PAGES 5 THROUGH 8)  
LEE COUNTY, FLORIDA

CITY OF SANIBEL  
JUNE 1996

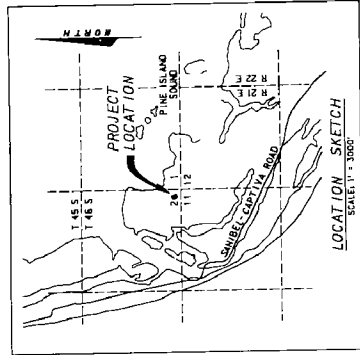
**LEGAL DESCRIPTION**  
LOT 21C AND LOT 22C ACCORDING TO THE PLAT OF 'THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' AS RECORDED IN PLAT BOOK 56 AT PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

**DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED LOT 21C AND LOT 22C OF 'THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' TO BE MADE AND DO HEREBY MAKE THE FOLLOWING DEDICATION:  
1. DRAINAGE EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC., A NOT-FOR-PROFIT CORPORATION.  
IN WITNESS WHEREOF THE FOLLOWING OWNERS HAVE EXECUTED THIS PLAT:  
WULFERT POINT PROPERTIES, L.P.  
A FLORIDA LIMITED LIABILITY CORPORATION,  
BY: SPANGLER CORPORATION,  
ITS GENERAL PARTNER,  
BY: *[Signature]*  
WITNESS: *[Signature]*

THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC. CORPORATION  
BY: *[Signature]*  
WITNESS: *[Signature]*  
THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC. CORPORATION  
BY: *[Signature]*  
WITNESS: *[Signature]*

**ACKNOWLEDGEMENT**  
STATE OF FLORIDA  
COUNTY OF LEE  
I, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17 DAY OF JUNE 1996, A.D. BY JOHN J. HANMANN, PRESIDENT OF SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, GENERAL PARTNER OF WULFERT POINT PROPERTIES, L.P., A FLORIDA LIMITED LIABILITY CORPORATION, AND DID/AID NOT TAKE ANY OATH.  
*[Signature]*  
WITNESS: *[Signature]*

**ACKNOWLEDGEMENT**  
STATE OF FLORIDA  
COUNTY OF LEE  
I HEREBY CERTIFY THAT THIS PLAT OF 'REPLAT OF LOTS 21C AND 22C OF THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' WAS EXAMINED BY ME AND FROM AN EXAMINATION I FIND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND DULY RECORDED IN PLAT BOOK 56, PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.  
*[Signature]*  
CLERK OF THE CLERK OF COURT IN AND FOR LEE COUNTY, FLORIDA



**ACKNOWLEDGEMENT**  
STATE OF FLORIDA  
COUNTY OF LEE  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17 DAY OF JUNE 1996, A.D. BY JOHN J. HANMANN, PRESIDENT OF THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, GENERAL PARTNER OF WULFERT POINT PROPERTIES, L.P., A FLORIDA LIMITED LIABILITY CORPORATION, AND DID/AID NOT TAKE ANY OATH.  
*[Signature]*  
WITNESS: *[Signature]*

**ACKNOWLEDGEMENT**  
STATE OF FLORIDA  
COUNTY OF LEE  
I HEREBY CERTIFY THAT THIS PLAT OF 'REPLAT OF LOTS 21C AND 22C OF THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' WAS EXAMINED BY ME AND FROM AN EXAMINATION I FIND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND DULY RECORDED IN PLAT BOOK 56, PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.  
*[Signature]*  
CLERK OF THE CLERK OF COURT IN AND FOR LEE COUNTY, FLORIDA

**ACKNOWLEDGEMENT**  
STATE OF FLORIDA  
COUNTY OF LEE  
I HEREBY CERTIFY THAT THIS PLAT OF 'REPLAT OF LOTS 21C AND 22C OF THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' WAS EXAMINED BY ME AND FROM AN EXAMINATION I FIND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND DULY RECORDED IN PLAT BOOK 56, PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.  
*[Signature]*  
CLERK OF THE CLERK OF COURT IN AND FOR LEE COUNTY, FLORIDA

**ACKNOWLEDGEMENT**  
STATE OF FLORIDA  
COUNTY OF LEE  
I HEREBY CERTIFY THAT THIS PLAT OF 'REPLAT OF LOTS 21C AND 22C OF THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' WAS EXAMINED BY ME AND FROM AN EXAMINATION I FIND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND DULY RECORDED IN PLAT BOOK 56, PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.  
*[Signature]*  
CLERK OF THE CLERK OF COURT IN AND FOR LEE COUNTY, FLORIDA

**NOTICE**  
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**APPROVALS**  
THIS PLAT OF 'REPLAT OF LOTS 21C AND 22C OF THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' WAS ACCEPTED THIS 14th DAY OF JUNE 1996, A.D. AT A PUBLIC HEARING MEETING OF THE CITY COUNCIL OF THE CITY OF SANIBEL, LEE COUNTY, FLORIDA.

MAYOR COUNCIL MEMBER  
*[Signature]*  
MAYOR COUNCIL MEMBER  
*[Signature]*  
CITY CLERK  
*[Signature]*  
CITY ATTORNEY  
*[Signature]*

**CERTIFICATION**  
I HEREBY CERTIFY THAT THIS PLAT OF 'REPLAT OF LOTS 21C AND 22C OF THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' WAS EXAMINED BY ME AND FROM AN EXAMINATION I FIND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND DULY RECORDED IN PLAT BOOK 56, PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.  
*[Signature]*  
CLERK OF THE CLERK OF COURT IN AND FOR LEE COUNTY, FLORIDA

**ACKNOWLEDGEMENT**  
STATE OF FLORIDA  
COUNTY OF LEE  
I HEREBY CERTIFY THAT THIS PLAT OF 'REPLAT OF LOTS 21C AND 22C OF THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' WAS EXAMINED BY ME AND FROM AN EXAMINATION I FIND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND DULY RECORDED IN PLAT BOOK 56, PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.  
*[Signature]*  
CLERK OF THE CLERK OF COURT IN AND FOR LEE COUNTY, FLORIDA

**ACKNOWLEDGEMENT**  
STATE OF FLORIDA  
COUNTY OF LEE  
I HEREBY CERTIFY THAT THIS PLAT OF 'REPLAT OF LOTS 21C AND 22C OF THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' WAS EXAMINED BY ME AND FROM AN EXAMINATION I FIND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND DULY RECORDED IN PLAT BOOK 56, PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.  
*[Signature]*  
CLERK OF THE CLERK OF COURT IN AND FOR LEE COUNTY, FLORIDA

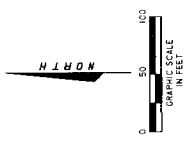
**ACKNOWLEDGEMENT**  
STATE OF FLORIDA  
COUNTY OF LEE  
I HEREBY CERTIFY THAT THIS PLAT OF 'REPLAT OF LOTS 21C AND 22C OF THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' WAS EXAMINED BY ME AND FROM AN EXAMINATION I FIND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND DULY RECORDED IN PLAT BOOK 56, PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.  
*[Signature]*  
CLERK OF THE CLERK OF COURT IN AND FOR LEE COUNTY, FLORIDA

**SURVEYOR'S CERTIFICATION**  
I HEREBY CERTIFY THAT THE ATTACHED PLAT OF 'REPLAT OF LOTS 21C AND 22C OF THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' WAS EXAMINED BY ME AND FROM AN EXAMINATION I FIND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND DULY RECORDED IN PLAT BOOK 56, PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.  
*[Signature]*  
SURVEYOR

**ACKNOWLEDGEMENT**  
STATE OF FLORIDA  
COUNTY OF LEE  
I HEREBY CERTIFY THAT THIS PLAT OF 'REPLAT OF LOTS 21C AND 22C OF THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"' WAS EXAMINED BY ME AND FROM AN EXAMINATION I FIND THAT SAID PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND DULY RECORDED IN PLAT BOOK 56, PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.  
*[Signature]*  
CLERK OF THE CLERK OF COURT IN AND FOR LEE COUNTY, FLORIDA

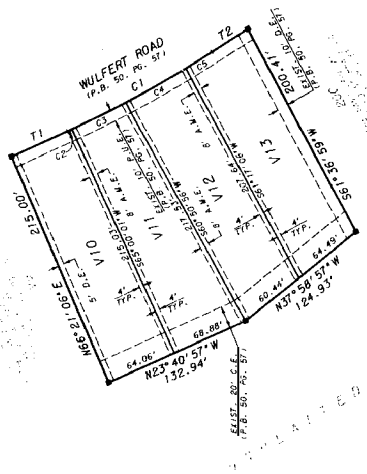
# REPLAT OF LOTS 21C AND 22C OF 'THE SANCTUARY AT WULFERT POINT - PHASE 2A, REPLAT OF LOTS 21C THROUGH 26C AND TRACT "A"'

(PLAT BOOK 56, PAGES 5 THROUGH 8)  
LEE COUNTY, FLORIDA  
CITY OF SANIBEL  
JUNE 1996



TANGENT DATA	
NO.	BEARING DISTANCE
T1	S23°38'54"E 54.85'
T2	S31°48'59"E 37.54'

CURVE DATA			
NO.	RADIUS	ARC	CHORD CHORD BEARING
C1	1025.00'	08°10'05"	146.12' 146.00' S27°43'57"E
C2	1025.00'	00°14'33"	4.34' 4.34' S23°46'11"E
C3	1025.00'	02°58'09"	53.12' 53.11' S25°22'31"E
C4	1025.00'	03°25'40"	61.32' 61.31' S28°34'26"E
C5	1025.00'	01°31'44"	27.35' 27.35' S31°03'07"E



**GENERAL NOTES**

- BEARINGS SHOWN HEREON ARE BASED UPON THE NATIONAL GEODETIC DATUM OF 1983, SECTION 12, TOWNSHIP 46 SOUTH, RANGE 21 EAST AS NAD 83 85'E.
- SUBJECT PROPERTY FALLS WITHIN SPECIAL FLOOD HAZARD ZONE A2, WITH NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE ZONING AND NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE ZONING AND INSURANCE ZONING MAP #126422001-D, DATED NOVEMBER 4, 1992.
- ACCESS AND MAINTENANCE EASEMENTS (A.M.E.) SHOWN HEREON ARE PROVIDED FOR THE BENEFIT OF THE ADDITIONAL LOTS BEING REPLATED AND APURTENANCES.

PERMANENT REFERENCE MONUMENT (P.R.M.) 4"x4" CONCRETE MONUMENT WITH BRASS DISK (P.S.S.) P.M. 3815.

P.U.E. PUBLIC UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT  
C.E. CONSERVATION EASEMENT  
A.M.E. ACCESS AND MAINTENANCE EASEMENT  
P.B. PLAT BOOK PAGE  
E/ST. EXISTING  
TYP. TYPICAL  
(NAD 1983) NATIONAL GEODETIC VERTICAL DATUM OF 1983

LOTS	Area (S.F.)	Maximum Inventory Coverage (S.F.)	Maximum Vegetation Removal Area (S.F.)	Dwelling Units
V10-V13	52,316	23,542	26,158	4 Lots x 1 Unit/lot = 4 Units

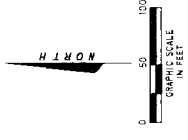
PREPARED BY:  
POST, BOGARD, SCHUBERT & ASSOCIATES, INC.  
FORT WORTH, TEXAS, FL 3319



# THE SANCTUARY AT WULFERT POINT - PHASE 2B REPLAT OF LOT 14C AND A PORTION OF LOT 13C

(PLAT BOOK 52, PAGES 1 THROUGH 7)  
LEE COUNTY, FLORIDA

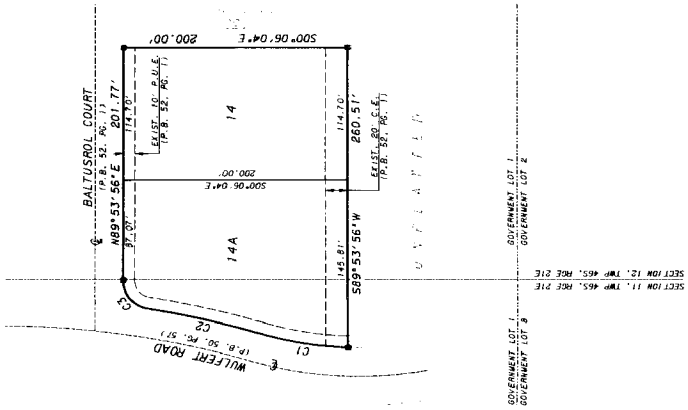
CITY OF SANIBEL  
JUNE 1996



**GENERAL NOTES**

- BEARINGS SHOWN HEREON ARE BASED UPON FIXING THE WESTERLY BOUNDARY OF SECTION 12, TOWNSHIP 14N, RANGE 21E, EAST AS N08°00'45"E.
- SUBJECT PROPERTY FALLS WITHIN SPECIAL FLOOD HAZARD ZONE AS A BASE FLOOD ELEVATION OF 8.0 FEET (NSVD 1929), ACCORDING TO FLOOD INSURANCE RATE MAP DATED NOVEMBER 9, 1992, FLOOD INSURANCE RATE MAP #1240220001-D.
- PERMANENT REFERENCE MONUMENT (PRM) 4" x 4" CONCRETE MONUMENT WITH BRASS DISK - FB84J PM 3815.
- P.U.E. PUBLIC UTILITY EASEMENT
- C.E. CONSERVATION EASEMENT
- (P.B. - PLAT BOOK) PLAT BOOK - PAGE
- EX (ST.) EXISTING
- (NSVD 1929) NATIONAL GEODETIC VERTICAL DATUM OF 1929

LOT NO.	DWELLING UNITS	AREA (SQ. FEET)	MAXIMUM UNDEVELOPED OR COVERABLE (SQ. FEET)	MAXIMUM DEVELOPED OR VEGETATION REMOVAL AREA (SQ. FEET)
14A	6	25337	11492	12768
14	6	22839	10323	11470



NO.	RADIUS	Δ	ARC	CHORD	CHORD BEARING
C1	325.00'	13°49'47"	78.45'	78.26'	N08°40'13"E
C2	875.00'	08°48'26"	103.96'	103.90'	N12°10'54"E
C3	25.00'	81°07'15"	35.40'	32.51'	N49°20'18"E

SECTION 11, TWP. 14N, R. 21E  
SECTION 12, TWP. 14N, R. 21E

GOVERNMENT LOT 1  
GOVERNMENT LOT 2

GOVERNMENT LOT 1  
GOVERNMENT LOT 2

PREPARED BY:  
BRUNN & BRUNN, INC.  
POST BOX 100  
FORT MYERS, FL 33919

Prepared by and return to:  
David K. Fowler  
Henderson, Franklin, Starnes & Holt, P.A.  
1648 Periwinkle Way, Suite B  
Sanibel, FL 33957

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS, BYLAWS  
AND ARTICLES OF INCORPORATION FOR  
THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC.**

THE UNDERSIGNED, being the President of The Sanctuary at Wulfert Point Community Association, Inc., a Florida non-profit corporation (the "Association"), does hereby certify that the amendments attached hereto are intended to amend that certain Declaration of Covenants and Restrictions dated September 14, 1992 and recorded at OR Book 2328, Page 0052, with all of its Exhibits and Amendments (and their respective Exhibits) in the Public Records of Lee County, Florida and the Bylaws and Articles of Incorporation of the Association. The undersigned further certifies that two-thirds percent (2/3%) or more of the members of the Association approved the attached amendments and copies of the attached amendments have been furnished to each member of the Association.

IN WITNESS WHEREOF, this Certificate of Amendment is executed this 10th day of March 2014.

IN THE PRESENCE OF:

The Sanctuary at Wulfert Point Community Association, Inc.

Susan A. Boback  
Witness  
SUSAN A. BOBACK  
(Type/Print Name of Witness)

By: Leo Larkin  
Leo Larkin, President

David K. Fowler  
Witness  
David K Fowler  
(Type/Print Name of Witness)

40,148 341.50

STATE OF FLORIDA

COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 10th day of March, 2014, by Leo Larkin, as President of The Sanctuary at Wulfert Point Community Association, Inc., a Florida non-profit corporation, on behalf of said corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: 4-19-2015

Susan A. Boback  
Notary Public

SUSAN A. BOBACK  
Print/Type Name of Notary

Commission No. EE 075215





**RESTATED and AMENDED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC.**

THIS IS A RESTATEMENT and AMENDMENT OF THE DECLARATION OF COVENANTS AND RESTRICTIONS for The Sanctuary at Wulfert Point Community Association, Inc., (the "Association"), and replaces in its entirety the prior Declaration dated September 14, 1992, as previously amended from time to time.

**Recital**

The residential community known as The Sanctuary at Wulfert Point ("Community") was created and its Declaration of Covenants and Restrictions dated September 14, 1992 and recorded at OR Book 2328, Page 0052, with all of its Exhibits and Amendments (and their respective Exhibits) in the Public Records of Lee County, Florida, are incorporated in this Restated Declaration and collectively referred to as the "Original Declaration" was imposed on all the properties, both single-family and multiple-family Units, in the Community in order to effectively and efficiently preserve the values and amenities in the Community. The Association was created pursuant to the Original Declaration and was delegated and assigned the powers of maintaining and administering the Common Properties and providing for the maintenance, preservation and architectural control of all the Dwelling Units within the Community for the use and benefit of all its Members, and as otherwise provided in the Original Declaration and Articles of Incorporation of the Association.

NOW, THEREFORE, the Members and the Board of Directors of the Association declare that the properties within the Community, and such additions thereto as thereafter may be made pursuant to this Restated and Amended Declaration ("Restated Declaration"), are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, specifying that this Restated Declaration continues to constitute a covenant running with the land binding upon all persons holding title to properties within the Community.

**ARTICLE I  
DEFINITIONS**

The following words and phrases when used in this Restated Declaration will have the following meanings:

1.1 "**Articles**" means the Amended and Restated Articles of Incorporation of the Association.

1.2 "**Assessment**" or "**Assessments**" means those charges made by the Association from time to time against each Unit for the purposes set forth herein.

1.3 "**Board**" means the Board of Directors of the Association.

1.4 **"By-laws"** means the Amended and Restated By-Laws of the Association.

1.5 **"Common Expenses"** means all expenses incurred by the Association in connection with its ownership and maintenance of the Common Properties, and other obligations relating thereto set forth herein.

1.6 **"Common Properties"** means (i) those areas of land, together with improvements thereon, if any, either shown on any Plat as such and intended to be devoted to the common use and enjoyment of the Owners of the Properties, excluding any land and improvements which may have been dedicated to a governmental entity and accepted for maintenance by such governmental entity, (ii) the Surface Water Management System. The Common Properties do not include any common areas of any condominiums located in the Community.

1.7 **"Community"** means the residential community known as "The Sanctuary at Wulfert Point", consisting of those properties identified in the Original Declaration as amended.

1.8 **"Dwelling Unit"** means any portion of a building situated upon a lot and designed and intended as a Unit for use and occupancy as a residence by a Single Family.

1.9 **"First Mortgagee"** means an Institutional Lender who holds a first mortgage on Unit.

1.10 **"Governing Documents"** means this Restated Declaration, the Original Declaration and the Articles and By-Laws for the Association as amended from time to time. In the event of conflict or inconsistency amongst Governing Documents to the extent permitted by law, the Restated Declaration will control. One Governing Document's lack of provision with respect to a matter for which provision is made in another Governing Document will not be a conflict or inconsistency.

1.11 **"Improvements"** means any structure of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting, landscape device or object.

1.12 **"Institutional Lender"** means any financial institution or entity engaged in financing the ownership of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured or purchased the loan of any such lender.

1.13 **"Lakes"** means those certain areas designated as such on any Plat.

1.14 **"Member"** means those persons who are entitled to membership in the Association as provided in its Articles and By-Laws as amended from time to time.

1.15 **"Notice"** means (i) written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the By-Laws of the Association, (ii)-notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Lee County, Florida, (iii)-notice given in any other manner provided in the By-Laws of the Association, or (iv) notice given in any other manner as may be provided for by applicable law.

1.16 **"Owner"** means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit, but does not mean a mortgagee of a lot or Unit unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding, transfer or conveyance in lieu of foreclosure.

1.17 **"Plat"** means those subdivision plats which have been recorded from time to time in the land records of Lee County, Florida, effecting a legal subdivision of all or any portion of the Properties.

1.18 **"Properties"** means all Units and the Common Properties in the Community.

1.19 **"Restated Declaration"** or **"Declaration"** means this Restated and Amended Declaration, as same may be amended from time to time.

1.20 **"Rules"** means any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under the Original Declaration or this Restated Declaration.

1.21 **"Single Family"** means either (i) one person occupying a Dwelling Unit and maintaining a household, including not more than one tenant under a lease permitted by this Declaration, (ii) two or more persons related by blood, marriage, or adoption occupying a Dwelling Unit and living together and maintaining a common household, including not more than one tenant permitted by this Declaration, or (iii) not more than four unrelated persons occupying a Dwelling Unit as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

1.22 **"Surface Water Management System"** means the surface water management system for the Community as permitted by the South Florida Water Management District, including the Lakes, structures, swales and other facilities authorized by said permit and the easements for such purposes as are necessary or appropriate to its functionality which may be located within or outside the Properties and into the adjoining golf course property.

1.23 **"Unit"** means any single family or multiple-family lot or Dwelling Unit within the Community, together with any improvements thereon, including any condominium unit together with the undivided share of the common elements which are appurtenant. The total number of Units in the Community is 225.

1.24 **"Villas"** mean that portion of the Properties described in the November 15, 1995 amendment to the Declaration recorded at OR Book 2656, Page 2407 in the Public Records of Lee County, Florida described as "Potential Additional Villas, consisting of 13 Units, and to which Article XI applies.

## **ARTICLE II PROPERTY SUBJECT to DECLARATION**

The Properties which are subject to this Restated Declaration are located in Lee County, Florida, and are more particularly described in the exhibits to the Original Declaration, as amended and the Plat .

**ARTICLE III  
MEMBERSHIP and VOTING RIGHTS**

**3.1 Membership.** Every Owner of a Unit is a Member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation is not a Member.

**3.2 Voting Rights.** Members will be entitled to one vote for each Unit in which they hold the interest required for membership. The total number of votes, determined by the total number of Units subject to this Restated Declaration, is 225.

**3.3 Multiple Owners of a Unit.** When more than one person holds an interest in any Unit all such Persons will be Members. The person entitled to cast the vote for the Unit shall be designated in a Certificate, signed by all of the recorded owners of the Unit. The person designated in such Certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a Certificate is not on file with the HOA, the vote of the Unit concerned shall not be considered except if the Unit is owned by legally married persons as tenants by the entireties. If the Unit is owned jointly by a legally married couple as tenants by the entireties, the following three provisions are applicable thereto:

3.3.1 They may, but they shall not be required to, designate a voting member.

3.3.2 If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision, they shall lose their right to vote on that subject at that meeting.

3.3.3 Where they do not designate a voting member and only one is present at a meeting, the person present may cast the Unit vote just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

In no event will the vote cast with respect to any Unit exceed the number of votes determined for that Unit in accordance with this Restated Declaration.

**3.4 Corporate Ownership of a Unit of a Unit.** When a corporation, partnership or land trust holds an interest in any Unit, the person entitled to cast the vote for the Unit shall be designated in a Certificate, signed by any person legally authorized to act on behalf of such entity. The person designated in such Certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a Certificate is not on file with the HOA, the vote of the Unit concerned shall not be considered.

**ARTICLE IV  
PROPERTY RIGHTS - COMMON PROPERTIES**

**4.1 Members' Easements of Enjoyment.** Subject to the provisions of Section 4.2 and the additional provisions of this Restated Declaration, every Member, his/her family, agents, licensees or invitees, will have a permanent and perpetual non-exclusive easement for the use and enjoyment of the Common Properties, and each easement will be appurtenant to and will pass with the title to every Unit. Such easements of enjoyment will include, but not be limited to the Members' right of ingress and egress over the streets, roadways and walkways on the Common Properties for purposes of access to a Unit.

**4.2 Limitation of Members' Easements.** The rights and easements of use and enjoyment

in the Common Properties are subject to the following:

4.2.1 The right of the Association to charge reasonable admission and other fees for the use and maintenance of the Common Properties;

4.2.2 The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Members for any period during which any Assessment remains unpaid, or for a period that may be determined by the Board for any violation of this Restated Declaration, the Association's Articles, Bylaws or Rules;

4.2.3 The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association, provided that no such dedication or transfer will be effective unless an instrument signed by the appropriate officers of the Association is attached certifying that at a special or regular meeting of the Members called for such purpose, of which 30 days' written notice was sent to each Member, that the vote of 2/3rds of the Members present, either in person or by proxy was obtained, agreed to such dedication or transfer;

4.2.4 The right of the Association to grant a security interest in all or any portion of the Common Properties, provided that no such security interest will be effective unless an instrument signed by the appropriate officers of the Association is attached certifying that at a special or regular meeting of the Members called for such purpose, of which 30 days' written notice was sent to each Member, that the vote of 2/3rds of the Members present, either in person or by proxy was obtained, agreed to such security interest;

4.2.5 The right of the Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association as the Association deems it necessary;

4.2.6 The right of the Association to adopt and enforce at any time Rules governing the use of the Common Properties and all facilities situated thereon, including the right to fine Members as provided in this Restated Declaration. Any rules and/or regulation so adopted will apply until rescinded or modified as if originally set forth in this Restated Declaration;

4.2.7 Nothing will be done within the Common Properties which may be or become a nuisance to the Members.

4.2.8 Easements for the installation and maintenance of roads, cable television services, security system services, public utilities, storm water management, drainage and retention easements and irrigation systems on the Common Properties

**4.3 Easement for Governmental, Health, Sanitation and Emergency Services.** Non-exclusive easements are confirmed to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, postal service, police services and any emergency services such as fire, ambulance and rescue services for

purposes of ingress and egress over the Common Properties.

**4.4 No Access to Golf Club.** Nothing in this Restated Declaration creates any rights of access, use, membership or otherwise in the golf course, golf course facilities and/or golf course amenities adjacent to the Properties.

## **ARTICLE V COVENANT for ASSESSMENTS**

**5.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Unit, by acceptance of a deed therefore or any other manner of conveyance, whether or not it is so expressed in any such deed or conveyance, is deemed to covenant and agree, to pay to the Association (i) Periodic Assessments and (ii) Special Assessments for capital improvements and other expenditures that the Association deems appropriate, all such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Periodic Assessments and Special Assessments, together with such interest thereon and costs of collection thereof are the personal obligation of each Owner at the time when the Assessment came due.

**5.2 Purpose of Assessments.** The Assessments will be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Community and in particular, for the improvement and maintenance of properties, services and facilities, (including mailboxes, signage and vegetation/plantings on the Common Properties) related to the use and enjoyment of the Common Properties and the Units, including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereof, for the cost of labor, equipment, materials, management and supervision thereof, and for the maintenance of reasonable reserves for the future maintenance, repair and replacement of the Common Properties.

**5.3 Procedure for Levying Assessments.** Any determination by the Association to levy Assessments and their amounts will be made in the following manner:

5.3.1 Each Periodic Assessment and each Special Assessment will be levied for those calendar years (each, an "Assessment Year") during which this Restated Declaration remains in effect.

5.3.2 The respective amounts of any Periodic Assessments or Special Assessments will be equal as to all Units.

5.3.3 By not later than the 30th day before an Assessment Year commences, the Board will adopt a budget for the Association for such Assessment Year, setting forth (i) the aggregate amount of the Periodic Assessments to be levied and (ii) the respective amount of the Periodic Assessment to be levied against each Unit. By not later than the 15th day before an Assessment Year commences, the Association will provide a copy of such budget to each Owner. The Association's failure to take any such action by the time set forth hereinabove for taking the same will not invalidate such action if taken later, but until such action is taken, each Owner of a Unit will pay to the Association on account of the Periodic Assessment for the next Assessment Year an amount equal to the Periodic Assessment for the preceding

Assessment Year (or the initial installment thereof, if such Periodic Assessment was payable in installments).

5.3.4 If the Association so determines, any Periodic Assessment or Special Assessment may be paid in monthly or other installments in accordance with a schedule determined by the Association.

5.4 **Special Assessments.** In addition to the Periodic Assessments, the Board may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties (including the Surface Water Management System), including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association. The provisions of this Article V are not applicable to any Special Assessment for Non-Compliance, described in Section 10.3.

5.5 **Certificate as to Payment of Assessments.** The Association will, upon request of any Owner of any Unit, deliver a certificate signed by an officer or authorized agent of the Association setting forth whether the Periodic Assessment and Special Assessment or installments thereof for such Unit have been paid. Any such certificate so delivered will be conclusive evidence of the payment of each Assessment or installment thereof therein stated to have been paid. The Owner requesting the certificate will pay the Association a reasonable sum to cover the costs of examining records and preparing the certificate

5.6 **Effect of Non-Payment of Assessment.** If any Assessment is not paid on the date when due, then such Assessment will become delinquent and will, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Unit for which such Assessment has not been paid which will bind such Unit in the hands of the then Owner, his/her heirs, devisees, personal representatives and assigns. The personal obligation of an Owner for an Assessment remains his/her personal obligation, provided that no voluntary sale of any Unit will be effective, nor will any marketable title be conveyed, unless and until the Owner has obtained from the Association a certificate attesting to the fact that the Owner has paid all Assessments to date. If no such certificate is obtained, the purchaser of such Unit will be conclusively presumed to have assumed such past-due Assessments and will become forthwith jointly and severally liable therefore with the seller of such Unit. Assessments is not paid within 30 days after the date when due, will bear interest from the date when due at the rate established by the Board, not to exceed the maximum legal rate of interest, and the Association may bring an action against the Owner personally obligated to pay the outstanding Assessments and/or bring an action to foreclose the lien against the Unit which is subject thereto, and there will be added to the amount of such Assessment all costs of collection, including, but not limited to, the cost of preparing and filing the complaint in such action, and all costs and attorneys' fees incident to collection whether or not suit is brought, including costs and attorneys' fees on appeal. In the event a judgment is obtained, it is to include interest on the Assessment as provided and reasonable attorneys' fees to be fixed by the Court, together with all other costs incident to the action. A "Late Fee" of 18%, compounded monthly, of the delinquent Assessment for each Assessment which is more than 10 days delinquent, for the purposes of helping defray collection costs shall also be due and payable to the Association..

**5.7 Subordination of the Lien to Mortgages.** Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: (1) The Unit's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (2) one percent of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the unit owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

**5.8 Special Assessment for Capital Improvements.** Funds in excess of \$10,000 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs, replacements and maintenance) relating to the Common Properties and which have not previously been collected as reserves or are otherwise presently available to the Association will be obtained by the Association by levying Special Assessments, but only upon approval of a majority of the Board and upon approval by a 2/3rds favorable vote of the Members of the Association voting at a duly constituted meeting of the Association.

## **ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE**

**6.1 Members of Committee.** The Architectural Control Committee ("ACC") will consist of 3 members. Each member of the ACC will be appointed by the Board and will hold office until such time as he/she has resigned or has been removed or his/her successor has been appointed. Members of the ACC may be removed at any time without cause. The Board the right to appoint and remove all members of the ACC.

**6.2 Review of Proposed Construction.** No Improvements may be commenced, painted, erected or maintained on the Properties, nor will any addition, change or alteration visible from the exterior be made, nor will any awning, canopy or shutter be attached to or placed upon outside walls or roofs or buildings or other Improvements, until the plans and specifications showing the nature, kind, shape, colors, height, materials and location of the same have been submitted to, and approved in writing by, the ACC. The ACC will approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Community as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ACC may condition approval of any proposals or plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to an approval. The ACC may also issue rules and design review guidelines setting forth procedures for the submission of plans for approval. A copy of the design review guidelines will be made available at the office of the Association, and each Member or prospective Member is responsible for obtaining a copy of such design review guidelines and complying with them. The ACC may require such



detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ACC of all required plans and specification and requested samples, the ACC may postpone review of any plans submitted for approval. The ACC has 30 business days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-business day period, said plans are deemed approved. All construction, changes and alterations are also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any decision of the ACC may be appealed to the Board within 15 business days from the date of the ACC decision pursuant to procedures established by the Board.

**6.3 Meetings of the ACC.** The ACC will meet from time to time as necessary to perform its duties. The ACC may from time to time, by resolution unanimously adopted in writing, designate an ACC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ACC, except the granting of variances pursuant to Section 6.8. In the absence of such designation, the vote of any 2 members of the ACC constitutes an act of the ACC.

**6.4 No Waiver of Future Approvals.** The approval of the ACC 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 ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawing or matters whatever subsequently or additionally submitted for approval or consent.

**6.5 Compensation of Members.** The members of the ACC may not receive any compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties. The ACC however, has the power to engage the services of professionals for compensation for purposes of aiding the ACC in carrying out its functions.

**6.6 Inspection of Work.** Inspection of work and correction of defects of Improvements approved by the ACC will proceed as follows:

6.6.1 Upon the completion of any work for which approved plans are required the Owner or his/her agent ("Applicant") must give written notice of completion to the ACC.

6.6.2 Within 45 business days after its receipt of such notice, the ACC or its duly authorized representative may inspect the Improvement. If the ACC finds that such work was not effected in substantial compliance with the approved plans, it will notify the Applicant in writing of such noncompliance within such 60-day period, specifying the particulars of noncompliance and require the Applicant to remedy the same.

6.6.3 If, upon the expiration of 30 business days from the date of such notification, the Applicant fails to remedy such noncompliance, the ACC will notify the Board in writing of such failure. The Board will then determine whether there is a

noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant must remedy or remove the same within a period of not more than 30 business days from the date of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvements or remedy the noncompliance, and the Applicant must reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly paid by the Applicant, the Board will levy a Special Assessment for Non-Compliance against the Applicant for reimbursement. In addition, The Board may levy a fine of up to \$100 per violation against any Member and/or Unit for noncompliance, which may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, and which fine may exceed \$1,000 in the aggregate.

6.6.4 If the ACC fails to notify the Applicant of any noncompliance within 45 business days after receipt of written notice of completion from the Applicant, the Improvements will be deemed to have been made in accordance with the ACC approval.

**6.7 Non-Liability of ACC Members.** Neither the ACC nor any member thereof, nor any duly authorized ACC representative, will 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 non-performance of the ACC's duties, unless due to the willful misconduct or bad faith of an ACC member and only that member will be liable therefor. The ACC will review and approve or disapprove all plans submitted to it for any proposed Improvement solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Community. The ACC is to take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but will not be responsible for reviewing, nor will 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.

**6.8 Variance.** The ACC may authorize variances from compliance with any of the architectural provisions of this Restated Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variances must be evidenced in writing which must be signed by at least 2 members of the ACC. If such a variance is granted, no violation of the covenants and restrictions contained in this Restated Declaration will be deemed to have occurred with respect to the matters for which the variance was granted. The granting of any variance will not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provisions hereof covered by the variance, nor will it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Unit, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority.

**6.10 Attorneys Fees.** For all purposes necessary to enforce this Article, the Association is entitled to collect reasonable attorneys' fees, court costs and other expenses against the Owner of a Unit, whether or not litigation is instituted, and the Board may assess such

amounts in the form of a Special Assessment for Non-Compliance.

## **ARTICLE VII INSURANCE**

**7.1 Insurance on Common Properties.** The Association will maintain property and casualty insurance on the Common Properties in an amount equal to the maximum insurable value thereof to the extent available at a reasonable cost. All damaged Common Properties will be repaired and restored to the original condition using the proceeds of the insurance, if any. In the event that there are no insurance proceeds or the proceeds are inadequate to cover the costs of such repair and restoration, a Special Assessment will be assessed against each Owner as provided for in this Restated Declaration. In the event that the insurance proceeds are greater than the amount required to repair and restore the damage, the excess will be deposited with the Association for the operation of the Association and/or maintenance of the Common Properties. Prior to the end of each policy year, the Association will adjust the insurance coverage so that the Common Properties are insured, if insurable at a cost deemed reasonable by the Board, for their maximum insurable value.

**7.2 Other Insurance.** The Association will purchase such other insurance as may be desirable on the Common Properties and for purposes of properly operating the Association. Without limiting the generality of the foregoing, the Association may purchase appropriate liability insurance, Directors and Officers insurance and/or errors and omissions insurance covering the Association's Directors and Officers.

**7.3 Fidelity Bonds.** Each director, officer and employee of the Association or of any manager employed by the Association whose duties as such require him/her to handle or be responsible for funds of the Association will, if demanded by the Board, before commencing such duties, furnish the Association with a fidelity bond covering his/her activities, in form and amount and with a corporate surety which are satisfactory to the Board. The premium for any such bond on any director, officer and employee of the Association will be paid by the Association.

**7.4 Insurance by Owner.** Each Owner is responsible for obtaining insurance on his/her Unit and on any personal property contained within such Unit.

## **ARTICLE VIII MAINTENANCE RESPONSIBILITIES**

**8.1 Responsibility.** The responsibility for the maintenance of the Properties and the Common Properties is divided between the Association and the Owners. Interior and exterior maintenance of each Unit is the responsibility of the Owner of such Unit. The Board has the right to require the Members to maintain their Units in a manner befitting the standards of The Community, including the Owner's obligation to maintain the lawn and shrubbery and to remove all objectionable debris or material as may be located on the Unit. After notice by the Board to correct deficient maintenance of a Unit, if said deficiencies remain uncured, then the Board has the right to employ persons to perform maintenance work as prescribed by the Board and for this purpose each Owner grants unto the Board, its agents, employees, and all others designated by the Board, the right to enter

upon the Unit of each Owner for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil for trespass or any other action. The cost of such work required by the Board to cure maintenance deficiencies will be paid by the Owner and a Special Assessment for Non-Compliance may be levied against the Unit.

**8.2 Assessment of Costs.** The cost of any maintenance which is performed by the Association upon the failure of the Owner so to do will be assessed against the Unit upon which such maintenance is performed, and, at the option of the Board, either be added to and become part of the Periodic Assessment which such Unit is subject under Article V hereof, or become a Special Assessment for such expenses, and, as a part of such Periodic Assessment or as a Special Assessment, it will be a lien against the Unit and the personal obligation of the Owner and will become due and payable in all respects as provided in Article V hereof.

**8.3 Access at Reasonable Hours.** For the purpose of performing the exterior maintenance authorized by this Article, or accessing a lake easement or the 20 foot Conservation Easement at the rear of each lot, or other Common Properties not otherwise reasonably accessible, the Association, through its duly authorized agents or employees, has the right, after reasonable notice to the Owner, to enter upon the Unit at reasonable hours on any day except Sunday.

**8.4 Dissolution of the Association.** In the event of the dissolution or termination of the Association, the City of Sanibel, Florida is not obligated to carry out any of the maintenance obligations of the Association unless such obligations are undertaken by way of a resolution of the City.

**8.5 Maintenance of Lakes.** The Association is responsible for the water quality and bed of a Lake to the edge of the water and the area by the edge of the water and the top of the slope of such Lake.

**8.6 Management Services.** The Association may contract for the management of all or part of the Properties for purposes of carrying out all or a portion of its maintenance requirements.

**8.7 Utility Services.** The Association may contract with public or private utility companies for purposes of supplying utility services to the Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments. Alternatively, the Association may operate and maintain its own utility or security facilities serving the Properties, in which event the cost of so operating and maintaining such utility facilities will be a general expense payable from the amounts collected through Periodic Assessments.

**8.8 Maintenance of Common Area Facilities.** The Association will maintain all recreational, security, utility (including, without limitation, the Surface Water Management System) and other facilities owned by the Association and located upon the Common Properties.

**8.9 Surface Water Management System.** The Association has the power to own and convey property, and the power to operate and maintain common property, specifically

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

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.

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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



be submitted to the Owner not later than 15 business days after the hearing.

10.3.3 In addition to all other costs and expenses, the Board may impose a fine or fines and which shall constitute a Special Assessment against the Owner and his/her Unit in the event a violation is found:

- (a) A fine in an amount not in excess of \$100 for the first violation;
- (b) A fine in an amount not in excess of \$500 for the second violation;
- (c) A fine in an amount not in excess of \$1,000 for the third and each subsequent violation; and .
- (d) A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, which fine may cumulatively exceed \$1000 in the aggregate.

10.3.4 A Special Assessment as provided in this Article will be due and owing not later than 20 business days after the written decision is provided the Owner.

10.3.5 Any Special Assessment for fines in excess of \$1000 levied in accordance with this Article may be enforced by the Association in the same manner as the enforcement of a Special Assessment provided for in Article V of this Restated Declaration.

## **ARTICLE XI COVENANTS and RESTRICTIONS EXCLUSIVE to THE VILLAS**

In addition to all other covenants and restrictions set forth in this Restated Declaration, but notwithstanding anything contained in this Restated Declaration to the contrary, certain maintenance responsibilities with respect to Villas and Units situated therein will be performed and governed as follows:

**11.1 The Villas Committee.** The Villas Committee ("Committee") is that committee consisting of 3 members which will govern The Villas as provided in this Article XI.

**11.2 Election by Members.** Annually, new members of the Committee are to be elected by a majority of those Members who own Units ("Villa Units") in the Villas ("Villa Owners"), and they will hold office until such time as he/she resign or is removed and his/her successor has been appointed. Members of the Committee can be removed at any time by a plurality of the Villa Owners without cause. All elections will be by plurality of votes, and the member of the Committee receiving the largest number of votes will be its Chairman.

**11.3 Terms of Office.** Members of the Committee serve terms of 1 year each and each must be an Owner of a Villa Unit. They will be elected by a plurality of the Villa Owners at the Annual Meeting of Villa Owners. The members of the Committee will serve until their successors are elected, and they and may be reelected for additional terms. In the event of a vacancy on the Committee, whether occasioned by the resignation or removal of a member, the vacancy will be filled by the person elected by the remaining members of the Committee, and the newly appointed member will serve until the next annual Meeting of Villa Owners.

**11.4 Meetings of the Committee.** The Committee will meet from time to time as necessary

to perform its duties. The Committee may, from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee. In the absence of such designation, the vote of any 2 members of the Committee will constitute an act of the Committee.

**11.5 Responsibility.** The Committee will select and make recommendations to the Association's Board from time to time of contractors (the "Villa Contractors") who, if approved and accepted by the Board, will be hired to regularly maintain the Units' swimming pools and landscaping (the "Villa Work"). With their recommendations of such Villa Contractors, the Committee will submit to the Association Board an annual budget for hiring such Villa Contractors ("Villa Budget"), which Villa Budget will include, without limitation, the proposed assessment or assessments to be made upon each Villa Unit ("Villa Assessments"); and which Villa Budget will be included in the Association's budget. The Villa Assessments are in addition to and not in substitution for all other assessments assessed against any of the Villa Units provided, however, that, subject to the terms of Section 11.6, such other assessments will not include any portion of the costs or expenses assessed or to be assessed as Villa Assessments, where such inclusion would cause a duplication of the Villa Assessments, whether in whole or in part.

**11.6 Acceptance of the Committee Recommendations.** Notwithstanding anything contained in this Restated Declaration to the contrary, the Association Board will accept and implement the Committee's recommendations as to the hiring of Villa Contractors and the Villa Budget, provided that such Villa Contractors are reasonably qualified to do the Villa Work and are reasonably bonded or insured and the Villa Budget, as proposed to the Board is reasonable for the performance of the Villa Work. In the event that the Board does not accept and implement the committee's recommendations, within 5 business days of the Board's rejection of such recommendations, the Board will notify the Committee in writing that its recommendations have been rejected and set forth the reasons for such rejection; and will direct the Committee to submit new recommendations to the Board within 10 business days of receipt by the Committee of such notice. If the Committee's recommendations are again rejected, the Board will itself identify Villa Contractors to perform the Villa Work and will itself prepare the Villa Budget. Nothing contained in this Declaration will be construed to preclude or limit the Board's right to enter upon any Villa Unit not properly maintained to perform such maintenance work or the right to assess costs as Special Assessments in such event.

**11.7 Assessment of Costs.** The Association Board will levy the Villa Assessments against the Villa Units such that each Villa Unit pays an equivalent share of the Villa Assessments. Villa Assessments will not be levied upon or attributed to Villa Units upon which no Dwelling Units are constructed. Villa Assessments will be levied in addition to and not in substitution for all other assessments levied against any of the Villa Units, provided, however, that, subject to Section 11.6, such other assessments will not include any portion of the costs or expenses assessed or to be assessed as Villa Assessments where such inclusion would cause a duplication of the Villa Assessments, whether in whole or in part. Villa Assessments will be used exclusively to pay for the Villa Work and may be levied by the Association Board with such frequency as is determined by the Board from time to time, provided that Villa Assessments will be levied no more frequently than monthly and no less frequently than annually. Except as would conflict with the provisions of this Article

XI, in all other respects, Villa Assessments will be enforced by the Board as provided in and will be governed by those provisions within this Declaration governing Periodic Assessments, including, without limitation, the provisions of Article V, and with respect to Villa Units, all references to Periodic Assessments will constitute a reference to Periodic Assessments and Villa Assessments.

**11.8 Access at Reasonable Hours.** For the sole purpose of performing the Villa Work authorized by this Article XI, the Villa Contractors, the Committee and the Association, through their respective duly authorized agents or employees, have the right, after reasonable notice to the Villa Owner, to enter upon the exterior of any Villa Unit at reasonable hours on any day except Sunday.

## **ARTICLE XII GENERAL PROVISIONS**

**11.1 Duration.** The covenants and restrictions of this Restated Declaration will run with and bind the land and will inure to the benefit of and be enforceable by the Association or the Owners of the Units subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 30 years from the date this Restated Declaration is recorded, after which time the covenants and restrictions contained in this Declaration will be automatically extended for successive periods of 10 years unless prior to the end of such 30-year period, or each successive 10-year period, an instrument signed by the then Owners of 2/3rds of the Units agreeing to terminate the covenants and restrictions at the end of such 30-year or 10-year period has been recorded in the land records of Lee County. Notwithstanding the foregoing, any covenants and restrictions inuring to the benefit of the City of Sanibel will run in perpetuity unless terminated by or with the approval of the City of Sanibel, provided that if a court of competent jurisdiction determines that a covenant or restriction cannot run in perpetuity then the duration of such covenant or restriction will be 50 years.

**11.2 Enforcement.** Enforcement of the Restated Declaration's covenants and restrictions will be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association or an Owner to enforce any covenant or restriction herein will in no event be deemed a waiver of the right to do so thereafter.

**11.3 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, all of which will remain in full force and effect

**11.4 Amendment.** This Restated Declaration may be further amended from time to time by recording among the land records of Lee County, Florida, an instrument executed by the President and attested to by the Secretary of the Association, indicating that a Meeting of Members called for purposes of amendment was held, and that 2/3rds of the votes of all Members of the Association approved of such amendment, provided no such amendment affects or interferes with vested property rights previously acquired by an Owner or a First Mortgagee.

**11.5 Limitation on Amendment.** Anything to the contrary contained herein

notwithstanding, any amendment to this Restated Declaration which would affect the Surface Water Management System for the Properties, including the water management portions of the Common Properties, requires the prior written approval of the South Florida Water Management District and the City of Sanibel.

11.6 **Conflict.** This Declaration will take precedence over conflicting provisions in the Articles and By-Laws of the Association and the Articles will take precedence over the By-Laws.

[Signature]  
Witness  
Print Name: Nicole Welker

THE SANCTUARY AT WULFERT POINT  
COMMUNITY ASSOCIATION, INC.

By: [Signature]  
Leo C. Larkin

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

Its: President

[Signature]  
Witness  
Print Name: Nicole Welker

Attest: [Signature]  
Kenneth J. LaMotte

[Signature]  
Witness  
Print Name: Janette Mackesy

Its: Secretary

STATE OF FLORIDA  
COUNTY OF LEE

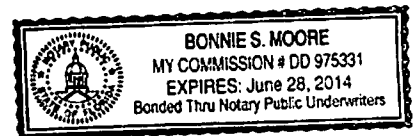
The foregoing Amended and Restated Articles of Incorporation of The Sanctuary at Wulfert Point Community Association, Inc. was acknowledged before me this 10<sup>th</sup> day of March, 2014 by Leo C. Larkin, as President and on behalf of the corporation, who (X) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

[SEAL]

Bonnie S. Moore  
Notary Public

Print Name: Bonnie S. Moore

My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF LEE

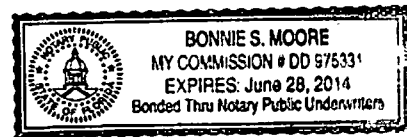
The foregoing Amended and Restated Articles of Incorporation of The Sanctuary at Wulfert Point Community Association, Inc. was acknowledged before me this 10<sup>th</sup> day of March, 2014 by Kenneth J. LaMotte as Secretary and on behalf of the corporation, who (  is personally known to me or who (  ) has produced \_\_\_\_\_ as identification.

[SEAL]

Bonnie S. Moore  
Notary Public

Print Name: Bonnie S. Moore

My Commission Expires: \_\_\_\_\_



**AMENDED and RESTATED BY-LAWS  
OF  
THE SANCTUARY at WULFERT POINT COMMUNITY ASSOCIATION, INC.  
A Nonprofit Corporation**

**ARTICLE I  
NAME and LOCATION**

The name of the corporation is THE SANCTUARY at WULFERT POINT COMMUNITY ASSOCIATION, INC. ("Association"): its principal office is at 711 Tarpon Bay Road, Sanibel, FL 33957, which may be changed from time to time by the Board of Directors. Meetings of Members and the Directors may be held at such places within Florida as may be designated by the Board..

**ARTICLE II  
DEFINITIONS**

**Section 1.** "Common Properties" means (i) those areas of land, together with improvements thereon, if any, shown on the Plat as such and intended to be devoted to the common use and enjoyment of the Owners of Units in the residential community known as The Sanctuary at Wulfert Point (the "Community") , excluding any land and improvements which may have been dedicated to a governmental entity and accepted for maintenance by such governmental entity, and (ii) the Association's Surface Water Management System.

**Section 2.** "Declaration" means the Declaration of Covenants and Restrictions of the Community, as it has been and may be amended from time to time, recorded in the Public Records of Lee County, Florida.

**Section 3.** "Governing Documents" mean the Articles of Incorporation of the Association, the Declaration and these By-Laws, as they may be amended from time to time.

**Section 4.** "Member" means any person entitled to membership in the Association as provided in the Association's Articles, these By-Laws and the Declaration.

**Section 5.** "Owner" means the record owner of the fee simple title to any Unit but does not include any mortgagee of such Unit unless and until it acquires fee simple title to a Unit pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 6.** "Plat" means those subdivision plats which have been recorded from time to time in the land records of Lee County, Florida, effecting a legal subdivision of the Properties.

**Section 7.** "Properties" mean the residential real property described in the Declaration.

**Section 8.** "Unit" means any single-family or multiple-family lot or Dwelling Unit within the Community, together with any improvements thereon, including any condominium unit together with the undivided share of the common elements which are appurtenant.

**ARTICLE III  
MEETINGS OF MEMBERS**

**Section 1.** The Annual Meeting of Members will be held during the months of March or April as determined by the Board.

**Section 2.** Special Meetings of Members may be called at any time by the President, by two members of the Board, or upon written request of Members who are entitled to vote more than one-half of all votes of the membership.

**Section 3.** Written notice of each Meeting of Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such Notice, postage prepaid, at least 15 days (but not more than 30 days) before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or otherwise supplied by the Member to the Association for purpose of receiving such Notice. All Notices will specify the day, hour and place of the meeting, and in the case of a special meeting the purpose of the meeting.

**Section 4.** A quorum at Members' Meetings will consist of 68 Members. Decisions made by a majority of the voting interests present and voting in person or by proxy at a Member Meeting at which a quorum is present is binding and sufficient for all purposes, excepting such decisions as may require a larger percentage by Florida law or the Governing Documents, in which case the percentage so required will govern. If a quorum is not present at any Member Meeting, a majority of the Members at the Meeting have power to adjourn the meeting from time to time, without notice other than announcement at the Meeting, until a quorum is present.

**Section 5.** All proxies must be in writing and filed with the Secretary. All proxies are revocable.

**ARTICLE IV  
BOARD of DIRECTORS - - TERMS**

**Section 1.** The affairs of the Association will be managed by the Board of Directors who will be not less than 3 nor more than 5 in number

**Section 2.** Directors will be elected to 3 year terms.

**ARTICLE V  
BOARD of DIRECTORS - - POWER and DUTIES**

**Section 1.** The Board of Directors has the power to:

- (1) Adopt and publish rules and regulations governing the use of the Common Properties including the personal conduct of Members and their guests thereon; and to establish penalties for infractions of such rules and regulations.
- (2) Suspend the voting rights of any Member and right to use any recreational facilities during any period in which such Member is in default in the payment of any

assessment levied by the Association. Such rights may also be suspended after notice and hearing.

- (3) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Governing Documents or by other provisions of these By-Laws.
- (4) Employ a manager, independent contractors, and such employees as they may deem necessary, and to prescribe their duties.
- (5) Fill a vacancy on the Board of Directors in which event the Director appointed to such vacancy shall serve for the unexpired term of the Director he/she replaces
- (6) Otherwise exercise all authorities and powers granted to the Association in the Governing Documents.

**Section 2.** The duties of the Board of Directors are to:

- (1) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- (2) As more fully provided in the Declaration, to:
  - (a) Fix the amount of the Periodic Assessment and any Special Assessments against each Unit for each annual assessment year.
  - (b) Send written notices of each Assessment to every Owner subject thereto in advance of each assessment year.
  - (c) Foreclose the lien against any lot or Unit for which an Assessment is not paid within 30 days after the due date, or to bring an action at law against the Owner personally obligated to pay the same, either at the discretion of the Board.
- (3) Issue, or cause an appropriate officer to issue on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.
- (4) Procure and maintain liability and hazard insurance on all property owned by the Association and insuring liability of the Association's Directors and Officers.
- (5) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (6) Cause the Common Properties to be maintained.
- (7) Cause the Association's financial records to be properly maintained, financial reports to be made available to the Members and audits to be made to comply with Florida law.
- (8) Enforce the provisions of the Governing Documents and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant,



restriction or rule, which the Board in the exercise of its business judgment determines, is or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action.

## **ARTICLE VI OFFICERS and DUTIES**

**Section 1.** The officers of the Association will include a President and Vice President, who must at all times be members of the Board of Directors, and a Secretary and Treasurer.

**Section 2.** The election of officers will take place at the first meeting of the Board of Directors following each Annual Meeting of Members.

**Section 3.** The officers of the Association will be elected annually by the Board. Each shall hold office for a term of one year unless he/she sooner resigns, or is removed.

**Section 4.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

**Section 5.** Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified, an acceptance of a resignation is not necessary to make it effective.

**Section 6.** A vacancy in any office may be filled by the President or in the event the office being filled is that of the President, by the Vice-President. The officer appointed to such vacancy shall serve for the unexpired term of the officer he/she replaces.

**Section 7.** The offices of Secretary and Treasurer may be held by the same person. No other persons may simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8.** The duties of the officers are as follows:

- (1) The President will preside at all meetings of the Board; will sign all checks (except as otherwise assigned and authorized by the Board to another person or firm) and promissory notes of the Association; will see that orders and resolutions of the Board are carried out; and will sign all leases, mortgages, deeds, and other instruments.
- (2) The Vice-President will act in the place of the President in the event of his/her absence, inability, or refusal to act, and will exercise and discharge such other duties as may be required of him/her by the Board.
- (3) The Secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and Meetings of Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board to Board members; keep appropriate current records showing the Members

of the Association together with their addresses; and perform such other duties as may be required by law.

- (4) The Treasurer will receive and deposit in appropriate bank accounts all funds of the Association, and disburse such funds as directed by resolution of the Board; will keep proper books of the accounts; cause an annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and statement of income and expenditures, a copy of which documents will be delivered to each Member, and a report on which will be given at the Annual Meeting of Members.

#### **ARTICLE VII COMMITTEES**

The Directors will appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board may appoint such other committees as it may deem appropriate in the performance of its duties.

#### **ARTICLE VIII ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Periodic and Special Assessments which are secured by a continuing lien on the Units against which such assessments are made. All Assessments will be paid as provided in the Declaration. Any assessments not paid when due are considered delinquent. If an Assessment is not paid within 30 days after the due date, the Assessment will accrue interest at the maximum legal rate of interest from the due date, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the lot or Unit which is subject thereto. Interest, late fees, costs, and reasonable attorneys' fees of any such action will be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Properties or abandonment of a lot or Unit.

#### **ARTICLE IX BOOKS and RECORDS**

The books, records, and papers of the Association will be subject to inspection by any Member upon 10 days prior written notice. The Declaration, Articles of Incorporation, and By-Laws of the Association must be available for inspection by any Member at the principal office of the Association, where copies will be made available for sale at a reasonable price.

#### **ARTICLE X CORPORATE SEAL**

The Association will have a seal in circular form having within its circumference the words: THE SANCTUARY at WULFERT POINT COMMUNITY ASSOCIATION, INC.

**ARTICLE XI  
AMENDMENTS**

These By-Laws may be amended at a regular or special meeting of members, by vote of 2/3<sup>rds</sup> of a quorum of members present in person or by proxy.

**ARTICLE XII  
FISCAL YEAR**

The fiscal year of the Association will be the calendar year.

**ARTICLE XIII  
CONFLICTS**

In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles will control; in case of any conflict between the Declaration and the Articles, the Declaration will control.

THE SANCTUARY AT WULFERT POINT  
COMMUNITY ASSOCIATION, INC.

Attest: *Kenneth J. LaMotte*  
Kenneth J. LaMotte

By: *Leo C. Larkin*  
Leo C. Larkin

Its: Secretary

Its: President

STATE OF FLORIDA  
COUNTY OF LEE

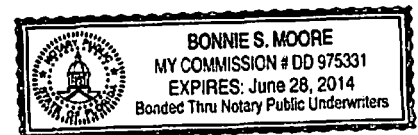
The foregoing Amended and Restated By-Laws of The Sanctuary at Wulfert Point Community Association, Inc. was acknowledged before me this 10<sup>th</sup> day of March, 2014 by Leo C. Larkin, as President and on behalf of the corporation, who (X) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

[SEAL]

*Bonnie S. Moore*  
Notary Public

Print Name: Bonnie S. Moore

My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF LEE

The foregoing Amended and Restated By-Laws of The Sanctuary at Wulfert Point Community Association, Inc. was acknowledged before me this 10<sup>th</sup> day of March, 2014 by, Kenneth J. LaMotte as Secretary and on behalf of the corporation, who (X) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

[SEAL]

Bonnie S. Moore

Notary Public

Print Name: Bonnie S. Moore

My Commission Expires: \_\_\_\_\_



**AMENDED and RESTATED  
ARTICLES OF INCORPORATION  
THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC.**

The Board of Directors of THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation incorporated September 23, 1991, (the "Association") adopts the following as its Restated and Amended Articles of Incorporation.

**ARTICLE I  
NAME**

The name of the Association is THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC.

**ARTICLE II  
TERM**

The existence of the Association will continue in perpetuity.

**ARTICLE III  
PRINCIPAL OFFICE**

The principal office of the Association is located at 711 Tarpon Bay Road, Sanibel, FL 33957 c/o Island Management Company which address may be changed, as necessary, by action of the Board of Directors.

**ARTICLE IV  
PURPOSE and POWERS**

1. This Association does not contemplate pecuniary gain or profit to its Members, and the specific purposes for which it was formed are to provide for maintenance, preservation, and architectural control of the single family dwelling unit sites and individual duplex and multi-family dwelling units (collectively the "Units") and common elements, included within that certain tract of real property located in Sanibel, Lee County, Florida, which is known as "THE SANCTUARY AT WULFERT POINT" planned unit development, (the "Community") and to promote the health, safety, and welfare of the residents in the Community, within the jurisdiction of the Amended and Restated Declaration of Covenants and Restrictions for The Sanctuary At Wulfert Point ("Declaration"), primarily by means of the acquisition, construction, management, maintenance and care of real and personal property which is owned by either the Association or by Owners in common, made available for the common benefit of all Members of the Association and is of a nature that tends to enhance the beneficial enjoyment of the private residences of the Owners, to the extent that the condition of such property affects the overall appearance or structure of lots and Units included within The Community.

**2. In furtherance of such purpose, but without limitation to the powers and authorities of the Association, the Association has the power:**

**(a) To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in that certain Declaration, applicable to the property and recorded in O.R. Book 2328. Page 0052, in the Office of the Clerk of Court, Lee County, Florida, as the same was amended from time to time and then amended and restated in its entirety as of March 10, 2014, and as may be amended from time to time as therein provided. The Amended and Restated Declaration being incorporated herein as if set forth in full;**

**(b) To fix and make assessments against each lot and Unit included in the Community and collect the assessment made against all Units, together with the costs of collection, including reasonable attorneys' fees, and interest thereon from the date due at the maximum rate then allowable by law, from the Owners thereof by any lawful means, including the foreclosure of the lien which the Association has against the lots and Units for the payment of assessments;**

**(c) To pay all expenses in connection therewith, and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the Association;**

**(d) To acquire, own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real and personal property in connection with the affairs of the Association;**

**(e) To dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be authorized upon by the Members. No such dedication or transfer will be effective unless authorized by two thirds of the Members at a duly convened meeting of Members, at which there is a quorum.**

**(f) To operate and maintain common property, specifically including, but not limited to, the Surface Water Management System as permitted by the South Florida Water Management District, including all lakes, retention areas, landscaping, buffers, conservation easements and areas, conveyances, culverts and related appurtenances;**

**(g) To make, amend, impose and enforce by any lawful means, reasonable rules and regulations with respect to the use of the Common Areas and Association Properties;**

**(h) To sue and be sued;**

(i) To contract with others to do and perform any of the functions and obligations of the Association;

(j) To borrow money from such lenders and upon such terms as the Association may deem appropriate and, subject to the consent by vote or written instrument of 2/3rds of the members at a meeting of Members at which there is a quorum, mortgage, pledge, convey by deed of trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred; including the right of the Association to make and collect assessments, as security for the repayment thereof;

(k) To use and expend the proceeds of assessments and borrowings to pay the debts and obligations of the Association and otherwise in a manner consistent with the purposes for which this Association is formed;

(l) To review the plans and specifications of proposed improvements intended to be constructed on any Units in the Community to determine whether they comply with the terms and provisions of the Declaration, including the Design Guidelines as in effect from time to time as the same may from time to time be amended, and, if they comply, approve them, and if they do not comply, disapprove them.

(m) To maintain, repair, replace and operate the areas within the Community intended for the common use and benefit of the Owners, to the extent not maintained by others, including, but without limitation, the lakes, ditches, canals and other water retention and drainage systems, preservation and conservation areas, the streets, curbs, gutters, medians, entryways, common sewers and storm sewers and the other common utilities, including common telephone, cable television and electric transmission cables;

(n) To purchase and maintain insurance policies insuring Association property against loss, damage or destruction and insuring the Association against liability to others, and insuring liability of the Association's Directors and Officers;

(o) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property or common elements, provided that any merger or consolidation shall have the assent by vote or written instrument of two thirds of the Members.

(p) To do and perform anything required by these Articles, the By-Laws or the Declaration to be done by an Owner, but not done timely by the Owner, at the cost and expense of the Owner;

(q) To do and perform any obligations imposed upon the Association by the Declaration and to enforce by any legal means the provisions of these Articles, By-Laws and the Declaration have and exercise any and all power, rights, and privileges that a Florida non-profit corporation may now or hereafter have or exercise. The Association is organized and will be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments of Members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any Member.

3. The foregoing specific duties and responsibilities are not to be construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all of the powers conferred upon homeowners' associations so formed and as provided by Florida law.

#### **ARTICLE V MEMBERSHIP**

Every Owner of a Unit is a Member of the Association, provided that any such person or entity, including any mortgagee, who holds an interest in a Unit merely as security for the performance of an obligation, will not be a Member.

#### **ARTICLE VI VOTING**

1. All Owners of Units are Members of the Association. Members are entitled to 1 vote for each Unit in which they hold the interest required for membership by the Declaration. When more than one person holds an interest in any Unit, all such persons will be Members. The vote of such Unit may be exercised as provided for in the Declaration.

2. Any action which could be taken by Owners at a membership meeting may be taken without necessity of a meeting if approved in writing by Owners having the right to cast sufficient votes to approve the action if taken at a meeting of Members at which there is a quorum.

#### **ARTICLE VII AMENDMENT to ARTICLES**

These articles may be further amended by the Board of Directors with the approval of Members entitled to cast more than 2/3rd of the votes at a meeting of Members at which there is a quorum.

#### **ARTICLES VIII DIRECTORS**

1. The affairs of the Association will be managed by a Board of Directors consisting of not less than 3 nor more than 5 Members. The number of directors constituting the



Board may, from time to time, be increased or decreased by the Board, as may be provided in the By-Laws, but will never be less than three.

2. Directors will generally serve a term of three years each and shall be elected at the Annual Meeting of Members. However, the members of the Board of Directors will serve until their successors are elected and may be re-elected for additional terms. In the event of a vacancy upon the Board, whether occasioned by the resignation or removal of a director or the creation of a new directorship, the vacancy will be filled by the person elected by the remaining Board of Directors and the newly appointed member will serve until the next election of Directors.

3. Directors will be elected by the Members. Every director elected must be a Member, or, in the case of an entity Member, an officer, general partner or trustee of that Member, as the case may be. Directors shall be elected by a plurality of the votes of the Members present in person or represented by proxy at the meeting and entitled to vote on the election of Directors.

#### **ARTICLE IX OFFICERS**

The Association will have a President, a Vice-President, who must at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Two or more offices may be held by the same person, except as may be prohibited by law. Officers will, be elected by the Board for a term of one year, at the first meeting of the Board following each Annual Meeting of Members, but may be removed with or without cause by the Board at any time.

#### **ARTICLE X INDEMNIFICATION of OFFICERS and DIRECTORS**

To the fullest extent the laws of the State of Florida permit the limitation or elimination of the liability of Directors, Officers, members of the Architectural Control Committee ("ACC") and committee members of other committees, no Director or Officer of the Association or member of the ACC or other committee shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as a Director, officer or member of the ACC or other committee. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any Director, Officer, or member of the ACC or other committee for or with respect to any acts or omissions of such Director, Officer, or member of the ACC or other committee occurring prior to such amendment or repeal. The Association shall indemnify any Director, former Director, Officer, former Officer, ACC member or former ACC member, committee member or former committee member, against liability to the fullest extent permitted under the laws of the State of Florida, including, but not limited to:

1. Any Directors, Officers, or Committee Members made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) Whether civil, criminal, administrative, or investigative, other than one by or

in the right of the Association, to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act allowed to have been committed by such person in his capacity as director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney fees, actually and necessarily incurred as result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent will not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(b) By or in the right of the Association procure a judgment in its favor by reason of his being or having been a Director or officer of the Association or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he serves at the request of the Association, against the expenses, including attorney fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person will not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct: in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held will determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal deems proper.

2. The Board will determine whether amounts for which a Director, officer or committee members seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination will be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to such, action, suit or proceeding.

3. The foregoing rights of indemnification will not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

## **ARTICLE XI**

### **TRANSACTIONS with DIRECTORS and OFFICERS**

1. No contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, Association, or entity in which one or more of its directors are directors or officers or are financially interested in will be either void or voidable because of such relationship or interest because such director or directors are present at the meeting of the Board or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or her or their votes are counted for such purpose, if:

(a) The fact of such relationship or interest is disclosed or known to the Board or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors;

(b) The fact of such relationship or interest is disclosed or known to or transaction, if any and they authorize, approve, or ratify it by a vote or written consent; or

(c) The contract or transaction is fair and reasonable as to the Association at the time it is authorized by the Board or the Members.

2. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board a committee thereof which authorizes, approves, or ratifies such contract or transaction.

## **ARTICLE XII DISSOLUTION**

No portion of the net earnings of the Association will inure (upon dissolution of the Association or otherwise) to the benefit of any private person, other than as a direct result of the Association engaging in one or more of the activities which are consistent with and within the scope of its purpose. Subject to the foregoing, upon the dissolution of the ASSOCIATION, all of its assets remaining after adequate provision are made for the payment of its creditors and the costs and expenses of dissolution will be distributed in the following manner:

(a) Property and interests in property, whether real, personal or mixed, which constitutes or is directly or indirectly related to the Surface Water Management System, will be dedicated to the appropriate governmental agency or contributed to a similar nonprofit corporation or organization as required by the South Florida Water Management District. This provision may not be amended without the consent and approval of South Florida Water Management District.

(b) Property and interests in property, whether real, personal, or mixed, which do not constitute or which are neither directly or indirectly related to the Surface Water Management System, will be distributed to the person, firm or corporation designated by the largest number of Members present in person or represented by proxy and entitled to vote.

**ARTICLE XIII  
DECLARATION of INTENTION**

1. It is intended that the Association be eligible for treatment as a tax-exempt organization ("Homeowners Association") described in Section 528 of the Internal Revenue Code of 1954, as amended or in the corresponding provisions of any subsequent legislation
2. Notwithstanding any other provisions contained in these Articles, the Association may only engage in those activities, matters and things which homeowners associations so exempt from taxation are permitted to engage in.
3. The Articles of Incorporation of the Association will be construed and interpreted in a manner consistent with the requirements for homeowners associations to be tax-exempt. By way of illustration, Article XII will be construed and interpreted as prohibiting and not otherwise permitting any part of the net earnings of the Association to inure to the benefit of any private person other than as a direct result of the Association engaging in one or more exempt functions as required by Treasury Regulation Section 1.528.7.

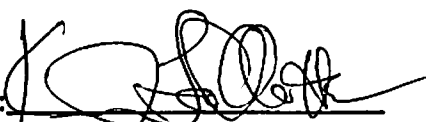
**ARTICLE XIV  
DEFINITIONS**

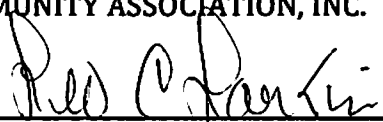
All capitalized words or terms that are not defined herein shall have the same meaning as set forth in the Declaration as it may be amended from time to time.

**ARTICLE XV  
REGISTERED AGENT and OFFICE**

The name of the Association's registered agent and its registered office are Janette Mackesy, Island Management Company, 711 Tarpon Bay Road, Sanibel FL 33957

THE SANCTUARY AT WULFERT POINT  
COMMUNITY ASSOCIATION, INC.

Attest:   
Kenneth J. La Motte  
Its: Secretary

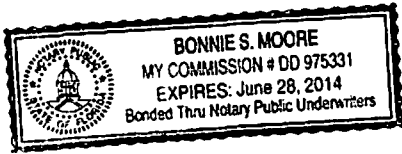
By:   
Leo C. Larkin  
Its: President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing Amended and Restated Articles of Incorporation of The Sanctuary at Wulfert Point Community Association, Inc. was acknowledged before me this 10<sup>th</sup> day of

March, 2014 by Leo C. Larkin, as President and on behalf of the corporation, who (  ) is personally known to me or who (  ) has produced \_\_\_\_\_ as identification.

[SEAL]



Bonnie S. Moore  
Notary Public

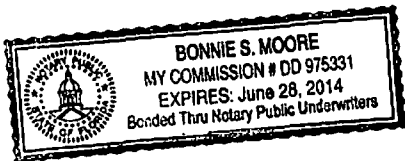
Print Name: Bonnie S. Moore

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing Amended and Restated Articles of Incorporation of The Sanctuary at Wulfert Point Community Association, Inc. was acknowledged before me this 10<sup>th</sup> day of March, 2014 by Kenneth J. LaMotte as Secretary and on behalf of the corporation, who (  ) is personally known to me or who (  ) has produced \_\_\_\_\_ as identification.

[SEAL]



Bonnie S. Moore  
Notary Public

Print Name: Bonnie S. Moore

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT**

Having been named as registered agent and to accept service of process for this corporation, at the place designated in these Articles of Incorporation, I hereby accept the appointment as registered agent, understand my duties as registered agent, and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

**REGISTERED AGENT:**

  
\_\_\_\_\_  
Janette Mackesy  
Island Management Company  
711 Tarpon Bay Road, Sanibel FL 33957

Account Number	Account	2023 Adopted Budget	2023 Actual through August	2023 Projected year end	2023 Variance Adopted v. Projected	2024 Adopted Budget
<b>WULFERT POINT COMMUNITY ASSOCIATION, INC.</b>						
Period: 1-1-24 to 12-31-24						
Units:						
<b>INCOME</b>						
3010-001	Maintenance Fees	\$ 202,500	\$ 151,857	\$ 202,500	\$ -	\$ 202,500
3015-001	Vacant lot maintenance	\$ 4,000	\$ 2,520	\$ 4,000	\$ -	\$ 4,000
3027-001	WP-AC & CORE FEES	\$ 11,500	\$ -	\$ 40,000	\$ 28,500	\$ 2,000
3030-001	Other Income	\$ 5,000	\$ 3,634	\$ 5,000	\$ -	\$ 5,000
3060-001	Late fees - WLP	\$ 1,000	\$ 1,328	\$ 1,328	\$ 328	\$ 500
3120-001	Interest Income	\$ -	\$ 10	\$ 15	\$ 15	\$ -
<b>Total Income</b>		<b>\$ 224,000</b>	<b>\$ 159,349</b>	<b>\$ 252,843</b>	<b>\$ 28,843</b>	<b>\$ 214,000</b>
<b>EXPENSES</b>						
<b>Administrative</b>						
4005-001	Annual Corp Report - WLP	\$ 100	\$ -	\$ 100	\$ -	\$ 100
4006-001	Legal fees 0 oversight WLP	\$ 20,000	\$ 9,103	\$ 10,000	\$ 10,000	\$ 15,000
4007-001	Taxes WLP	\$ 400	\$ 250	\$ 250	\$ 150	\$ 400
4009-001	Legal ARC violations	\$ -	\$ 3,484	\$ 4,000	\$ (4,000)	\$ -
4015-001	Office expense WLP	\$ 4,500	\$ 1,757	\$ 3,000	\$ 1,500	\$ 3,000
4060-001	Management Contract WLP	\$ 9,750	\$ 7,313	\$ 9,750	\$ -	\$ 10,250
4090-001	Insurance WLP	\$ 20,000	\$ 13,295	\$ 15,000	\$ 5,000	\$ 20,000
<b>Total Administrative</b>		<b>\$ 54,750</b>	<b>\$ 35,201</b>	<b>\$ 42,100</b>	<b>\$ 12,650</b>	<b>\$ 48,750</b>
<b>GROUNDS</b>						
4305-001	Grounds contract WLP	\$ 41,000	\$ 27,630	\$ 37,000	\$ 4,000	\$ 41,000
4310-001	Gen landscape - plnt/flwr	\$ 8,100	\$ 453	\$ 1,000	\$ 7,100	\$ 5,790
4315-001	Lake maintenance WLP	\$ 1,200	\$ 3,290	\$ 3,290	\$ (2,090)	\$ 3,200
4340-001	Irrigation - contract/repr	\$ 4,000	\$ -	\$ 1,000	\$ 3,000	\$ 4,000
4345-001	Aeration mainten/serv	\$ 10,000	\$ 6,558	\$ 10,000	\$ -	\$ 10,000
4350-001	SGC monthly oversight fee	\$ 18,000	\$ 12,000	\$ 16,500	\$ 1,500	\$ 18,000
4360-001	Landscape lighting	\$ 400	\$ 64	\$ 100	\$ 300	\$ 400
4391-001	Mulch and labor	\$ 5,500	\$ 1,350	\$ 2,000	\$ 3,500	\$ 5,500
4393-001	Heavy pruning	\$ 6,000	\$ 3,400	\$ 6,000	\$ -	\$ 6,000
4394-001	Mailbox replacement	\$ 4,850	\$ 4,064	\$ 6,500	\$ (1,650)	\$ 15,000
4395-001	Mailbox repairs	\$ 5,500	\$ 554	\$ 2,000	\$ 3,500	\$ 3,000
4397-001	Holiday decorations	\$ 1,750	\$ -	\$ 1,750	\$ -	\$ 2,000
4399-001	Misc repairs WLP	\$ 3,590	\$ 419	\$ 1,000	\$ 2,590	\$ 3,000
<b>Total Grounds</b>		<b>\$ 109,890</b>	<b>\$ 59,780</b>	<b>\$ 88,140</b>	<b>\$ 21,750</b>	<b>\$ 116,890</b>
<b>UTILITIES</b>						
4601-001	Electric - entrance	\$ 550	\$ 561	\$ 561	\$ (11)	\$ 600
<b>Total Utilities</b>		<b>\$ 550</b>	<b>\$ 561</b>	<b>\$ 561</b>	<b>\$ (11)</b>	<b>\$ 600</b>
<b>PROJECTS</b>						
4801-001	Hurricane Ian Expenses	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -
<b>Total Utilities</b>		<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>
<b>CONTINGENCY</b>						
4910-001	Contingency	\$ 27,310	\$ 20,482	\$ 27,310	\$ -	\$ 47,760
<b>Total Contingency/Reserves</b>		<b>\$ 27,310</b>			<b>\$ -</b>	<b>\$ 47,760</b>
<b>TOTAL OPERATING EXPENSES</b>		<b>\$ 192,500</b>	<b>\$ 95,542</b>	<b>\$ 130,801</b>	<b>\$ 34,389</b>	<b>\$ 214,000</b>
<b>Surplus/Deficit</b>		<b>\$ 31,500</b>	<b>\$ 63,807</b>	<b>\$ 122,042</b>	<b>\$ (5,546)</b>	<b>\$ -</b>
<b>Unit ANNUAL Operating Fee</b>		<b>\$ 900</b>				<b>\$ 900</b>

UNITS - 2024 Budget

225

VACANT Lots

10

**THE SANCTUARY AT WULFERT POINT  
COMMUNITY ASSOCIATION, INC.**

*c/o Island Management*

PO Box 100

Sanibel, FL 33957

239-472-5020 (Phone) \*\*\* 239-472-9480 (Fax)

2023

**NOTICE TO PROPERTY PURCHASERS IN  
THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC.**

Please be advised that The Sanctuary Builder program currently includes the following builders in good standing:

Benchmark General Contractors-Mark Anderson 239/466-1590  
The Wolter Group- Todd Wolter 239/454-5554  
Cooper Construction- Kerry Cooper 239/454-5699  
Daniel Wayne Homes- Dan Dodrill 239/466-3955  
Helenbrook Homes- Dave Helenbrook -239/466-4030  
Dan Hahn Builders- Dan Hahn 239/395-5333  
M.A.B. Homes- Mark Barriball 239/208-7245  
DeSanctis Homes- Gino DeSanctis 239/565-1234

When making arrangements to build your home within The Sanctuary, please make sure you contact the builders listed above. No other builders are approved to build within The Sanctuary at Wulfert Point development.

Please note the Application Process and fees required for construction of new homes in The Sanctuary at Wulfert Point. Attached is the Application Process Checklist.



# THE SANCTUARY AT WULFERT POINT

GREETINGS, Friends and Neighbors of the Sanctuary at Wulfert Point Community Association.

We are pleased to include a new and updated version of the Community Design Guidelines. The Guidelines have been edited and reorganized for easier reference and understanding. It is important for you to read and review to have a clear understanding that you are living in a PLANNED UNIT DEVELOPMENT that was established over 30 years ago.

Yes, there are rules and regulations for living in our beautiful environment and the Board takes its responsibility very seriously. Our focus is to keep our community updated, individual in design, real estate values stable, all the while adhering to our Community Declaration and Design Guidelines.

Hurricane Ian created devastation all over our Islands and Wulfert Point was not spared either. The Board started restoration planning immediately by a unanimous vote to allow metal and hurricane rated roofs.

The HOA and CORE Committee has been hard at work for the last 15 months quickly approving all applications for roofs, painting, pavers, landscaping, pool cages, windows and doors. We sincerely appreciate you following the required process and getting your property back to a new normal.

The Board has also tackled the restoration and rejuvenation of the Common Space Landscaping. This includes the main entrance, three cul-de-sacs and numerous damaged areas throughout The Sanctuary. We worked with Kyle Sweet as our consultant and have made great progress while keeping a conservative budget in mind. We are working towards a fresh, environment friendly and updated look.

The Board has been extremely budget conscious. The ANNUAL DUES remain the same as last year, \$900.00 per unit.

The Board unanimously approved a \$500.00 assessment to fund the Hurricane Ian Assessment related damages.

We appreciate everyone pulling together and doing a terrific job getting our Community back on its



# **The Sanctuary**

## **Community Design Guidelines**

Revised as of May 1, 2012 - Published 2013

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## I. Introduction and General information

The Sanctuary at Wulfert Point Community Association, Inc., [the HOA] is the formal name of the homeowners' association for our Community. The HOA has the responsibility for the maintenance, preservation and architectural control of all residences and common property in The Community. An overview of the restrictions and rules the HOA is charged with enforcing is attached as an appendix to these Design Guidelines. The HOA has two committees which carry out its architectural control and rules enforcement responsibilities, the Architectural Control Committee [ACC], which deals with new-home construction, and CORE, the Committee of Rules Enforcement, which deals with renovations and maintenance of Community residences.

These Design Review Design Guidelines are intended to create and coordinate an architecturally compatible blend of home styles which enhance the Community's natural environment and, while permitting a reasonable amount of diversity, giving The Community a cohesive, recognizable attractiveness. The protection of homeowners' investments and property values in The Community through adherence to the Design Guidelines and the Community's Rules is the ultimate goal of the HOA.

The Sanctuary Community is a planned unit development, and as such there are numerous restrictions on the design of all home sites in the Community. This makes The Community distinctly different from other neighborhoods with an 'Old Florida' style of homes or the other Sanibel neighborhoods which developed in less standardized, more 'Island casual' manners with few, if any, of the standards established for our Community - to which all Community homeowners must adhere to.

The Community's Declaration of Covenants and Restrictions is the fundamental document governing all properties in The Community, and these Design Guidelines are intended to augment the Declaration.

The Declaration provides that no exterior "Improvement" [building, grading, driveways, painting, screen enclosure, shutters, sewers, building or site 'decorations', lighting or landscaping] may be effected in The Community [whether new construction or an alteration] until plans and specifications showing the nature of the Improvement and materials proposed to be used have been submitted to and approved by the HOA. The Declaration sets the standard for approvals such that no Improvement can be detrimental to the appearance of The Community, and all must be in harmony with the neighboring residences.

These Design Guidelines cover all site improvements, both landscaping and the styles of permitted homes, including their building materials, details and colors. The Design Guidelines also provide the rules for contractors working in The Community.

In addition to the HOA approvals, all construction [and alterations] and landscaping must be properly permitted and must conform to the requirements and regulations of all applicable governing bodies, such as the City of Sanibel [and its Planning and Building Departments], Lee County and Florida State Building Codes.

All construction and alterations must occur strictly in accordance with these Design Guidelines and the approval [and conditions of approval, if any] from the HOA and its Committees, the ACC and CORE. Members of the HOA committees have the authority to enter any job site during construction in order to review and determine if construction is proceeding in accordance with the approvals. While it is the intent of the HOA that all improvements must be built exactly in accordance with the approved documents, the HOA recognizes that occasionally a revision is necessary “in the field” in response to unforeseen conditions, and any alteration to or deviation from approved plans must be sent to the HOA Administrator for approval as soon as the need for the revision is noticed. Any construction that deviates from an approved design is at the risk of the homeowner until approved.

Non-conforming items and conditions existing as of May 1, 2012, the effective date of adoption of the revision of these Design Guidelines, may remain in existence. However, at such time that the non-conforming item or condition becomes more than 50% destroyed or more than 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 approved and accomplished in conformance with these Design Guidelines.

While the HOA and its Committees address landscaping and the exterior appearance of residences and their relationship to the environment in The Community, they do not review and are not responsible in any way for structural, technical, construction or building code issues. Neither the HOA nor its Committees will be liable for damages in any way to anyone including those who submit plans, or build, occupy, or own homes by reason of mistake in judgment, non-feasibility, failure to approve or disapprove plans or specifications, or for any injury or damage of any kind caused by any Improvements constructed from such plans and specifications. Neither the HOA nor its Committees has control over, are in charge of, or are in any way responsible for construction means, methods, techniques or procedures, or for safety precautions, for the acts or omissions of any contractor or subcontractors, or for their failure to carry out the work in accordance with any approvals, any permits or regulation of any governing body.

## **II. New Construction and the ACC Approval Process**

All plans and materials for every new home in The Community must be reviewed and approved by the ACC before construction can begin. This process is as critical as the City Planning Department's Development Permits and the City Building Department's Building Permits. These Design Guidelines are intended to help shape, maintain and enhance the high-quality residential community that The Sanctuary was envisioned to be and has become.

Applications for ACC approval of new construction, together with the supporting required backup material, must be submitted to the ACC through the HOA Administrator.

As a general rule, the ACC has 15 business days after delivery of all required materials to approve, conditionally approve or reject a plan, and if not rejected it is deemed approved. However, because the Members of the HOA Board, the ACC and CORE are all homeowners, not full-time, paid staff, and are on Sanibel less frequently, if at all, between May 15 and October 15, homeowners and contractors must take that into account, so for any applications or other matters requiring decisions arising between those dates, the time allowed for their responses is extended for an additional 15 business days.

Applications for ACC approval must provide the ACC with all the information for it to consider the application. A fee of \$250 must accompany any application for review (except for a Preliminary Review).

The ACC approval is in addition any Permits and approvals required by the City of Sanibel.

### **Preliminary Review (an optional process)**

Homeowners may ask the ACC for an initial, conceptual review of the new home site and plans to obtain feedback about the project prior to commencement of construction drawings. For the ACC to undertake such a review, the homeowners must submit to the ACC:

- (i) a dimensioned Site Plan indicating dimensions of house, pool and deck, driveways and walkways and setbacks to the front, rear and side lot lines,
- (ii) preliminary Floor Plans and elevations of the home,
- (iii) a preliminary stakeout of the structure's footprint on the lot (not a generic plan on a generic lot), and
- (iv) Samples of exterior materials and colors including wall surfaces, roof tiles, window and door colors and driveway pavers.

## Review for Approval to Begin Construction.

Homeowners are advised to commence the ACC approval process at the same time as the permitting process begins with the City of Sanibel to avoid unnecessary delays, as both the ACC approval and Sanibel permits are required to begin construction.

The following are required for ACC approval of new construction (or an addition):

- (i) complete construction drawings (2 sets) drawn to a scale of  $\frac{1}{4}'' = 1'$  reflecting dimensioned floor plans (**showing doors, windows and banding details**), all exterior elevations, foundation plan, roof plan, electrical plan, plumbing plan and pool and pool enclosure and deck plan. These must include wall sections drawn to a scale of  $\frac{3}{4}'' = 1'$  and indicating all roof pitches (**minimum 8/12**) as well as the floor levels, a door and window schedule, any attached decks, pool and pool enclosures and the location of A/C units and pool and electrical equipment;
- (ii) dimensioned Site Plan;
- (iii) grading plan;
- (iv) final stakeout; and
- (v) Samples of exterior materials and colors including walls, trim, roofing, paving, windows and exterior doors and garage doors and **any other materials significant to the design such as railings, pool screen enclosures, cupolas and the like.**

Additionally, the following additional material must also be submitted, when available - the ACC recognizes that some or all of this material may not be available and does not require that it be submitted at the time of the Approval Application, however, all of the following material must be submitted on a timely basis for ACC review and approval *before work begins* on any of the items - and all ACC approvals are conditional, pending submittals for any omitted items:

- (i) Landscape Plan superimposed over the Site Plan, indicating the location, number, sizes and species of all plants, trees, shrubs and ground covers – along with an Irrigation Plan compatible with the Landscape Plan.
- (ii) Dimensioned Pool Cage Plan showing footprint, elevations and color samples of structural elements and screening.
- (iii) Exterior Lighting Plan including any landscape lighting.
- (iv) Driveway and Walkway Plan including samples of paving materials.

Once its review has been satisfactorily completed and the project approved, the ACC will note the Approval to Begin Construction and the date on one set of the Construction Drawings and return them to the Homeowner.

The building location, design and the architectural style are to be dictated by lot size and shape, its vegetation and views. The ACC will not approve the design if in its judgment the massing, basic style, roof line, exterior materials and colors or other features of the home are too similar or dissimilar to the surrounding neighbors. The ACC may reject an application for the following reasons, among others: (i) insufficient information to adequately evaluate the design, (ii) poor overall design quality, (iii) incompatible design elements, (iv) inappropriate design concept or design treatment, or (v) a design that might have an adverse effect on the character of The Community or its other residences. Adverse decisions of the ACC may be appealed in writing to the HOA Board within 15 days.

As a condition of ACC approval of a project and before commencement of the work, the ACC will require the posting by the contractor of a deposit with the HOA Administrator of a deposit of up to \$5,000. The HOA may, in its discretion, use such funds to remedy any damage caused to The Community's common grounds, to clean up any jobsite not maintained to the HOA's satisfaction to the standards of The Community, and/or to satisfy any fines levied against the contractor for failure to follow the Association's construction rules [see § V]. Following an HOA demand for remediation of any damage or a cleanup and the failure remedy the situation for 5 business days, the HOA may cause the damage or cleanup to be accomplished and assess the owner for its costs plus 20%, apply the deposit to that cost, and require the deposit to be restored to its original amount within 10 business days. Additionally, the HOA may seek all other appropriate legal remedies, including damages and injunctive relief, and/or a cease and desist directive, and may deny the contractor further access to The Community until the damage or cleanup is accomplished and any deposit fully restored. All unexpended deposit funds will be returned within 10 business days of the ACC Final Approval.

After the completion of the home and the installation of its landscaping, a final ACC inspection will be conducted. To verify compliance with the approved construction drawings, periodic field inspections may be conducted, by the ACC. The construction of the residence must be completed and the landscaping must be installed in conformity to the previously approved plans before the final approval will be made. The construction site sign and any temporary power pole must be removed as well as all building debris on the site and surrounding areas. The Contractor shall notify the HOA Administrator when the site is ready for final inspection [substantially at the same time as a Certificate of Occupancy is applied for from the City of Sanibel]. Before a final approval is issued, any unauthorized changes to approved plans must be corrected.



### **III. ALTERATIONS and the CORE APPROVAL PROCESS**

CORE's process for dealing with alterations (other than additions to existing homes, which are ACC matters) approvals to existing homes is identical to that for new construction as far as the applicable Standards are concerned, but CORE's processes are less formal in terms of needed documentation because of the lesser scope of most alteration projects.

CORE's approval of re-landscaping plans or exterior alterations and all required municipal permits must be obtained before any work begins, and if work commences before CORE approval it is at the risk of the homeowners.

Prior to commencing any exterior alteration CORE approval is required before any exterior improvement of a home (other than an addition in which case ACC approval is required as with new home construction), including: (i) adding to, or in any other way changing the exterior appearance of a home, (ii) exterior painting – even if the paint is the same color of that which was applied initially, or (iii) installing or modifying landscaping (except for the planting of annuals).

All applicable Design Guideline Standards [see § IV] and Construction Matters [see § V] must be complied with by the contractor and the homeowners making exterior alterations to homes.

Applications for CORE approval, together with the supporting required backup material, are to be submitted to CORE through the HOA Administrator.

CORE has 15 business days after receipt of all required materials to approve, approve with conditions, or reject a project, and if not rejected it is deemed approved. However for Approval applications filed between May 15 and October 15, the time allowed for the CORE response is extended for up to an additional 15 business days.

Applications for CORE approval must provide it with sufficient information for its members to adequately evaluate the project. Insufficient details will delay CORE's consideration of the application. CORE applications for alterations may require the submission of the detailed construction drawings, and be accompanied with samples of the typical building materials.

There is no fee for a CORE approval of a proposed alteration, unless the work is commenced before the CORE application and approval, in which case the fee is \$250.

CORE will not approve any alteration or re-landscaping if the exterior materials, colors or other changes in the features of the home are too similar or dissimilar to the surrounding neighbors. CORE may reject an application based on the judgment of its members for the following reasons, among others: (i) insufficient information to adequately evaluate the design, (ii) poor overall design quality, (iii) incompatible design elements, (iv) inappropriate design concept or design treatment, or (v) a design that might have an adverse effect on the character of The Community or its other residences.

As a condition of CORE approval of a project and before commencement of the work, CORE may require the posting of a deposit with the HOA Administrator of a deposit of up to \$1,500 by the contractor. The HOA may, in its discretion, use such funds to remedy any damage caused to The Community's common grounds, to clean up any jobsite not maintained to its satisfaction to the standards of The Community and/or or to satisfy any fines levied against the contractor for failure to follow the Association's construction rules [see § V]. Following a CORE or HOA demand for remediation of any damage or a cleanup and the failure remedy the situation for 5 business days, the HOA may cause the damage or cleanup to be accomplished and assess the owner [and/or contractor] for its costs plus 20%, apply the deposit to that cost, and require the deposit to be restored to its original amount within 10 business days. Additionally, the HOA may seek all appropriate legal remedies, including injunctive relief, damages and/or a cease and desist directive, and may deny the contractor further access to The Community until the damage or cleanup is accomplished and the deposit restored. All unexpended deposit funds will be returned within 10 business days of CORE's Final Approval.

CORE will conduct such number of inspections as it feels necessary during the course of construction to verify compliance with the approved project.

CORE decisions adverse to the desires of homeowners may be appealed in writing within 10 business days to the HOA Board, while requests for variances from the required Standards must be made before commencement of any alterations to the ACC, both through the office of the HOA Administrator.

#### **IV. THE BASIC COMMUNITY STANDARDS**

The diverse, natural character of The Community's setting on Sanibel, a sanctuary island, is one of its unique qualities. Retaining the natural environment of The Community is an important component of these Design Guidelines: landscaping and construction should emphasize each home site's special natural, native features.

##### **Site Engineering:**

Stemwall construction (or fill if permitted – not pilings) is a requirement for conditions where the finish floor is two feet or more above the natural grade of the lot.

Lot drainage must conform to The Sanctuary Master Drainage Plan and be consistent with the South Florida Water Management District Permits for The Community. If rain gutters and downspouts are installed, downspouts must drain to a rock-filled pit to encourage ground absorption. Grading and drainage must be designed so that no drainage problems to adjacent properties are created, and must be included on the Site Plan.

Sites which border or include protected wetlands require may specially designed walkways and special use of natural vegetation.

##### **Landscape Design:**

The advice of a landscape architect/designer is strongly recommended when preparing landscape plans. Preservation of existing vegetation should be a major consideration of the landscape design. Landscape Plans must show the house location and the proposed landscaping plan with an overlay of the tree survey for the ACC review for new construction or for CORE if re-landscaping. Landscape Plans must show existing areas to be left undisturbed, proposed planting areas, sodded areas and all tree locations. Landscape Plans must include a plant list that reflects both the common and botanical names, the plant sizes, spacing and irrigation plan.

Lawns may be Seashore Paspalum, Zoysia grass or one of the St. Augustine species: Floratem, Bitter Blue or Seville. Neither Bahia nor Bermuda is allowed as a lawn grass. Gravel or rock may not be used as a ground cover, mulch or lawn, but may be used for walkways or paths.

Roadway, lake and golf course views toward a landscaped yard should complement the appearance of the existing natural vegetation. The landscape design must conform in all respect to the requirements of the City of Sanibel, including the required ratios of native plants in the front, back and side yards and especially in the 20' conservation easement toward the golf course or lakes. Plantings of ornamental nature may be used close to the house. To accentuate the landscape design, existing native trees and shrubs may be trimmed or shaped. All preservable trees should be left undisturbed

from the trunk outward to the drip line of the canopy, and fill should not be placed on the top of the roots. To help curtail undesirable weed growth, pine straw or bark mulch should be placed in natural areas

Each lot has a Conservation Easement on its rear 20', the purpose of which is to create a natural wildlife corridor throughout The Community. Only if permitted in the City's Development and Building permits may selected pruning and vegetation removal occur in the Conservation Easement.

The planning of a home should include accommodation for air conditioning compressors, garbage cans, the electrical service and other items that, by their nature, present an unsightly appearance. The service areas should be convenient to the utility service of the site and screened from view by enclosures that are integral to the site and the home, and use materials and colors that are harmonious with the home it serves. Shrub masses can be used to screen service areas.

### **Elevations:**

Equal attention must be given to detail and architectural definition to all sides of the home including, but not limited to, stucco banding, accent materials, roof character and window treatment. A major statement of the type of architecture is made by the elevations and the roof structure. To help relate the structure to the ground and to break up the facade of the building, retaining walls, planter walls and privacy walls can be used. Consideration must be taken in the building elevation where required stemwalls exist. Garages should be near or at the existing grade of the lot.

Light, warm earth tones and natural materials are encouraged. Approved materials and color include: (i) stucco in light, warm earth tones, (ii) keystone or coral rock, and (iii) light warm earth tone brick accents.

### **Roofs and Roofing Accessories:**

Plumbing stacks and roof vents must be placed as inconspicuously as possible and must match roofing colors.

Approval must be given to the exposure of flashing gutters and downspouts, and the color of their paint must match the fascia and siding of the house. Exposed attachment straps are not permitted.

Prefabricated fireplace units may be used but must have an architectural terminal cap, and the cap has to be painted.

The appearance of a skylight should be given to any solar installation. It must be installed with a finished trim material or curb. Solar panels for pool heating, hot water heaters or otherwise require approval, and must be not be not to be visible from the street unless that is the only possible site for

their acceptable functioning, and they are to be located as inconspicuously as practically while functionally acceptable.

Suggested roofing materials are tile (whether concrete, clay or other acceptable material) or natural slate. No seamed metal roofs are permitted.

As necessitated by the architectural design, roof pitches and overhangs may vary but no flat roofs are allowed as a major structural element. The standard is set at a minimum of 8:12 slope. Roof overhangs serve as protection from the sun and, along with trellises, will provide passive energy conservation. The minimum roof overhang will vary as necessitated by the architectural design. Fascias must be a minimum of 10". No metal or vinyl sidings or fascia will be permitted.

One exterior aerial, antenna or satellite dish ["Antennae"] is permitted in/on a residence: its placement requires the prior approval of the HOA. Antennae must be erected in the least conspicuous location that will allow the reception of a clear signal. Satellite dishes over 18" in diameter are prohibited. Antennae are not permitted to rise above the upper-most level of a roof. Antennae are not permitted to be mounted on trees. Guy-wires are not permitted. Locations where Antennae are discouraged are: (i) tops of roofs, (ii) at the peaks of gable walls, (iii) on the eave line of a roof where they protrude above the fascia line, (iv) on poles away from house walls (such as how a flag pole might be positioned), and (v) in full view from the street or the golf course. Preferred Antennae locations are: (i) a low elevation, at the rear or sides of a house, out of view from the street, the neighbors, and/or the golf course, (ii) inconspicuous locations on building walls, (iii) mounted to a house wall, and (iv) hidden by landscaping. Television antennae may not be mounted on free-standing poles, but must only be located within the house or attic.

### **Exterior Lighting:**

In all possible circumstances, exterior light sources should be concealed, and all exterior lighting must be white lights, not colored lights. Exterior lighting should be shielded to prevent glare, and should not spill over onto neighboring properties. Through eave-mounted, wall or ground lights, wall washes can be achieved. Garden lights or walkway bollards should be placed so that the light is directed downward.

The location of all exterior lighting as well as the automatic garage door opener must be indicated on the electrical plans.

### **Openings and Trim:**

All elevation openings - doors, windows or garage doors - are important features as are the trim and banding around each opening, as they link the opening to the building. Horizontal trim should be emphasized to break up height of structure. Materials for windows should be clear glass or a tinted

glass of bronze, grey or smoke colors. Use of reflective glass or reflective tinting is not permitted. Mill-finish aluminum is not permitted.

### **Hurricane Shutters:**

Permanent Hurricane Shutters must be installed to appear to be integral to the approved design of residences. All Permanent Hurricane Shutter installations must be approved by the Association before installation.

Types of Hurricane Shutters which may be readily approved are: removable metal panels finished to match the residence or its trim color, fabric shutters of a compatible design, transparent plastic-type panel shutters, operable Bahama or colonial shutters if finished appropriately, or roll or accordion shutters in approved applications and locations. Metal channels designed to hold panels in place may be left mounted in most cases, provided they are painted to match the color of the residence - but those over octagon or other decorative windows must be removed when not in use.

### **Pool Enclosures, Screenings and Garages:**

A dark material of black, grey or white must be used in windows, or porch and pool screenings. A repetition of the architectural and shapes should be used in the pool enclosure screening, so that it is in harmony with the exterior of the residence. All pool enclosures must tie in or match the building structure with a matching fascia, roof line and/or slope. No flat-roof pool enclosures are permitted. Pool enclosures must be indicated on all approved plans, including the Roof Plans, Floor Plans and all Elevations. No mill-finish aluminum is permitted for pool enclosures or porches. Stemwalls are required for pools which are raised over 2' above the existing grade. No pool deck may exceed 5' above finished garage floor. No extension of a pool enclosure may extend beyond the side of the home, such that it is visible from the street in front of the Unit.

Emphasis should be given to entry areas accenting the porches, walkways and special door materials. Entries should be either ground or mid-level and lower piling areas must be enclosed, and be in the same architectural style and material as the home. To appear as habitable area by use of windows, doors, etc., no lattice enclosure is permitted. This will help relate the structure to the ground, and make it seem larger, while avoiding the piling look. Garage doors are to be de-emphasized. Garages should preferably be side entry and under a single floor roof out in front of the structure. This helps to break up the shear height and also pushes the main building away from the street giving it more curb appeal. Should it be necessary for a front entry garage because of site constraints, it should be designed to incorporate staggered doors and deep overhangs to soften impact of garage doors. The garage may have either a single door or two overhead doors sized for single cars. Garage doors should be compatible with the exterior design of the home. Automatic garage door openers must be installed

in all homes and, when the garage doors are not in use, they should be kept closed. Golf carts must be garaged.

### **Dimensional Items:**

Subject to requirements of the City of Sanibel, the setback requirements for construction in The Community are: (i) to the front – 30', (ii) to the rear – 30' [20' of which is a Conservation Easement], (iii) side yards – 10' each, and (iv) pool setback – 25'. No residence may be erected, on any lot unless it is greater than 2,500 sq ft of living area, with not less than 2,000 sq ft on the first floor, exclusive of open-porches, garages, and other areas which are not air-conditioned.

Building heights for single-family homes in The Community may not exceed 35' as measured and determined by the City of Sanibel standards.

### **Augusta Greens and Wulfert Villas:**

Construction or remodeling of villa residences on the Augusta Greens Villa lots and on the Wulfert Villa lots, if executed substantially in accordance with the plans of the model villa residences originally offered by their developers will be approved even if not strictly in accordance with the Basic Community Standards of the Design Guidelines. All other provisions of the Design Guidelines, including its landscape design standards, will be applicable to the villa residences in The Community.

### **Other matters:**

The inappropriate use of colors and materials will not be allowed. Inappropriate materials include concrete flowers, plastic or simulated brick materials, plastic and particle-board siding materials and simulated stone. Inappropriate color usage would be considered a bright color used as an entire wall surface or roof material. The HOA Administrator has available approved color samples and materials.

The building of every residence or other improvement must be diligently and continuously pursued until completed, and may not be abandoned without completion. All ACC and CORE approvals expire and become null and void if work is not started within 90 days from the issuance of the Approval.

Mailboxes must be identical to the other mailboxes in The Community and must be acquired from or through the HOA Administrator.

## V. CONTRACTOR CONDUCT – CONSTRUCTION MATTERS

These rules apply both to contractors and homeowners, and apply on new construction and alterations.

One job site sign identifying the principal Contractor is permitted for new home construction, subject to the approval of the ACC [or CORE for alterations projects]. No "yard signs" [like those often used by landscaping, painting and screening contractors] and no other signs are permitted except the "permit sign" mandated by the City of Sanibel. Job site signs may not be erected within 25' of the edge of the street. No signs, including permit signs, may be nailed to a tree or affixed to any building exterior wall. Permitted signs are to be aesthetically pleasing in appearance, conservative in size, shape, color, and graphics, and substantially as reflected on the appended sign page. No lighted signs are permitted.

A job toilet is required for use by the workers at each new home construction site. Job toilets must be placed in an inconspicuous location with the door facing away from the street, and must be shielded by a 3-side wooden screen [across the street side and down substantially the full width of the sides.

Fires are not permitted on any job site.

Care should be taken when hauling off trash to prevent spillage to occur while in transit. The cleanup of any trash and debris falling from the construction vehicles are the responsibility of the Contractor.

A commercial dumpster is required to be placed and used on each new home construction site and on any alteration site where the trash generated cannot be or is not being removed the same day it is generated in order to keep a clean and neat construction site. Trash must be placed in the dumpster at the end of each workday, and at no times should there be any trash strewn about a job site or otherwise piled openly.

Job sites must at all times be maintained in a clean and tidy manner. To maintain a neat street right-of-way, all construction materials must be kept within the property lines. The storage of materials must be in an inconspicuous location on the job site, and should be neat and orderly. The use of adjacent properties is prohibited. No large construction trailers are permitted, but in some instances, temporary storage structures for the storage of materials may be approved, but under no circumstances may they be used for living quarters.

Working hours for construction personnel (including delivery of construction materials) in The Community is only permitted from 7:30 am to 5:30 pm Monday through Friday, and 7:30 am through 12:30 pm on Saturday: All personnel associated with the construction and their trucks are expected to be out of The Community by 6:00 p.m. on weekdays and 1:00 on Saturdays Except for emergency repairs, no construction is permitted on Sundays or the following holidays: New Year's Day, Easter,



Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. After-hours work may be permitted only as an occasional or emergency occurrence and not a regular practice. Permission to extend normal working hours must be obtained in advance from the HOA Administrator. Requests shall be made to the HOA Administrator, and leaving a voice mail message during hours when that office is closed is not sufficient. When after-hours work is permitted, the contractor must have a responsible supervisor on-site to supervise its employees or subcontractors. If approved after-hours work disturbs residents, the approval may be rescinded (and work must be stopped immediately) at the discretion of the HOA Administrator, the HOA President, the ACC or CORE, or their designee(s).

Worker's vehicles and trailers must not be parked in the roadway. Vehicles must be parked within the site or pulled off the road in the culvert area. Continued violation of this restriction could result in being denied access to The Community.

The posted speed limit in The Community is 30 mph. and all worker and contractor vehicles must adhere to the speed limit and be cautious and courteous toward, pedestrians, bikers and golf carts. Vehicles not comporting these requirements will be warned one time, and continued violations could result in being denied access to The Community.

Personal entertainment audio devices [radios, MP3 players, CD players and the like] must be at a low volume to avoid disturbing neighbors.

The lakes, golf course and clubhouse area are recreational amenities for residents of The Community and/or members of the Sanctuary Golf Club: non-members, including workers and contractors are not permitted to use them for any reason. All undeveloped lots are privately owned and are not to be used by contractors or workers for any purpose.

For a violation of these rules, the contractor involved, will be assessed a fine of \$100 for the 1st violation, \$300 for a 2nd violation and \$500 for each subsequent violation, and until the fines have been paid, no additional construction will be permitted at the site.

The HOA has the authority to, and will, restrict access to contractors if the Design Guidelines and the rules relating to construction in The Community are not adhered to.

## **VI. VARIANCES and APPEALS**

Homeowners may apply for a variance from a specific requirement of the Design Guidelines if they feel that one or another portions of the Design Guidelines are inappropriate, based on the design elements of their particular residence. Applications for variances are to be filed with the HOA Administrator. Homeowners have the burden of establishing the reasons why a specific requirement of the Design Guidelines is not appropriate: variances may be granted when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations make a strict application of the Design Guidelines particularly inappropriate or burdensome, but only in instances where the overall intent of the Design Guidelines can still be substantially realized. In accordance with its procedures as delineated in the Declaration, variance requests are decided by the ACC, regardless of whether the requested variance relates to new construction or an alteration. In keeping with the overall objectives of the Design Guidelines, each variance will be reviewed on a case-by-case, residence-by-residence basis. The granting of a variance for one particular situation does not imply or warrant that a variance in a similar situation will be granted for another home site, and the grant of a variance in no way alters any permits, regulations or other governmental requirements.

An appeal on any variance decision of the ACC or a decision by CORE may be made to the HOA Board of Directors if made in writing within 10 business days of the decision being appealed. Supporting any appeal must be technical design information buttressing the rational for the appeal. Homeowners appealing an ACC or CORE decision will be responsible of all costs incurred by the HOA for any fees of any outside consulting services [architectural, engineering, legal or other] that the HOA deems necessary for its consideration of the appeal. In keeping with the overall objectives of the Design Guidelines, each appeal will be considered on a case-by-case, residence-by-residence basis. The granting of an appeal for one particular situation does not imply or warrant that the decision in a similar situation will be applied for another home site, and the grant of an appeal in no way alters any permits, regulations or other governmental requirements.

## **Design Guidelines -- Appendices:**

**A. Permitted and Prohibited Uses - a summary**

**B. Native Plant Information**

**C. Site Analysis Drawings**

**D. Architectural Details Drawing**

**E. Exterior Lighting**

**F. Contractor Signage**

**G. HOA Administrator Information**

**H. Project Review Request Form**

## **Appendix A - Overview of the Declaration of Covenants and Restrictions' Permitted and Prohibited Uses**

In addition to the approvals the HOA Committees are responsible for, the HOA is charged with the responsibility to compel maintenance of all residences and lawns in the Community in "a manner befitting the standards of The Community". The Declaration provides that, if a homeowner does not cure violations and correct deficiencies, the HOA can (i) engage contractors to enter a home site, cause the work to be done and charge back the homeowner, (ii) seek damages, or (iii) seek injunctive relief to force compliance with its Covenants and Restrictions.

In addition to mandating prior approval of all exterior alterations [including colors], the Declaration of Covenants and Restrictions:

- » mandates that driveways must be kept in "style originally established"
- » restricts trash container storage and timing of street-side placement
- » requires approvals of exterior electronic devices and antennae
- » limits automobile parking to driveways and garages
- » prohibits RVs, boats, trailers and commercial vehicles from being parked or stored overnight except in garages
- » prohibits all unapproved signs
- » prohibits all temporary structures
- » mandates animal controls
- » requires approval of "yard art"
- » prohibits commercial activities out of residences
- » prohibits window A/C units and reflective window treatments
- » places restrictions on leases of residences
- » prohibits any fences without approval
- » mandates uniform mailboxes
- » prohibits unapproved shutters and awnings, satellite dishes and antennae
- » requires approval of pools and pool screening
- » permits the HOA to adopt other Rules in the 'best interest' of its members

## APPENDIX B - NATIVE PLANTS (Cont.)

### Shrubs (Cont.):

Rapanea	Myrsine Gulanensis
Wild Coffee	Psychotria Undata
White Indigo Berry	Randia Aculeata
Inkberry	Scaevola Plumieri
Necklace Pod	Sophora Tomentosa
Spanish Bayonet	Yucca Aloifolia

### Palms:

* Paurotis Palm	Accelorrhaphe Wrightil
Needle Palm	Rhapidophyllum
* Royal Palm	Roystonea Regia
Scrub Palmetto	Sabal Etonia
Cabbage Palm	Sabal Palmetto
Saw Palmetto	Serenoa Repens

### Small Trees:

* Pitch Apple	Clusea Rosea
Gelger Tree	Cordia Sebestena
* Dahoon Holly	Hex Cassine
* Wax Myrtle	Myrica Cerifera
Southern Willow	Salix Carolinia
Paradise Tree	Simaroub Glauca

### Shade Trees:

* Red Maple	Acer Rubrum
* Black Olive	Bucida Bucera
* Laurel Oak	Quercus Laurifolia
Water Oak	Quercus Nigra
* Live Oak	Quercus Virginiana
* Mahogany	Swietenia Mahogoni

### Special or Accent Trees:

* Gumbo Limbo	Bursera Simaruba
Satinleaf	Chrysophyllum Oliviforme
Pigeon Plum	Coccoloba Diversifolia
* Sea Grape	Coccoloba Uvifera
* Sweet Bay	Magnolia Virginiana
Mastic Tree	Mastichonendron Foetidissimum
Red Bay	Persea Borbonia
Sand Pine	Pinus Olaus
* Slash Pine	Pinus Elliottii
Jamaican Dogwood	Pisoidia Piscipula
Turkey Oak	Quercus Laevis
Bald Cypress	Taxodium Spp.

## APPENDIX B - NATIVE PLANTS

To minimize maintenance and long term costs, the use of native plants is encouraged. The use of natives will preserve the natural beauty that first attracted you to the community of the Sanctuary. Attractive flowers such as the rose and hibiscus could be used but in the appropriate location.

The placement of the native plants is very important. Keep in mind that all plants are not suited for your lot. Many species require almost constant water while others prefer no water. Your Landscape Architect/Designer should give careful study and consideration to the native plants anticipated for use on your homesite. Whether the creation be Pinelands, Hammock or a Scrub community, consideration needs to be given as to the location and owners desires.

Some native plants that are adapted to environmental conditions and are easily incorporated into the landscape design of the sites found at The Sanctuary are listed below. The asterisks represent those plants which are more readily available at nurseries.

### Ground Covers:

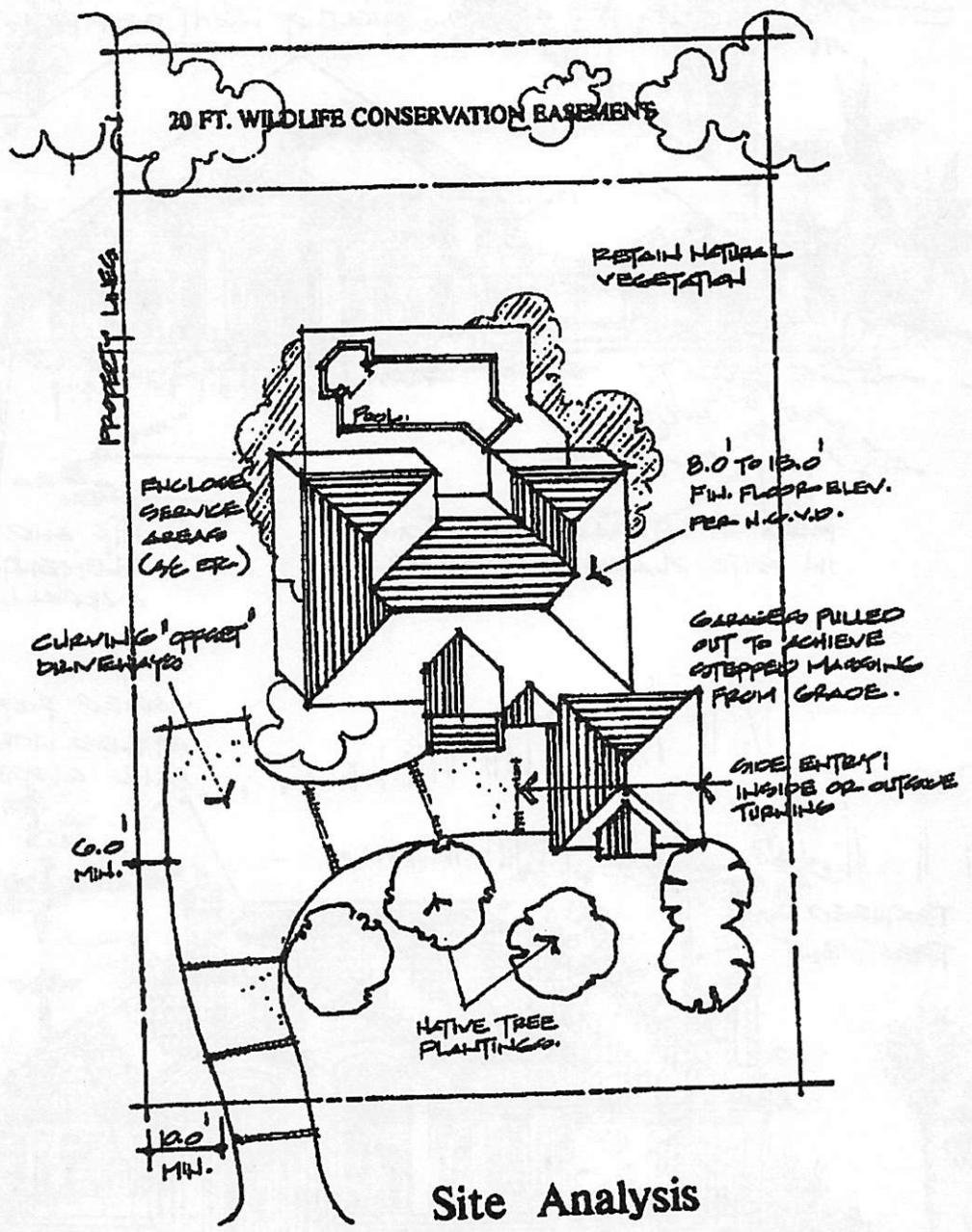
String Lily	Crinum Americanum
Gold Creeper	Ernodea Littoralis
Beach Sunflower	Helianthus Debilis
* Spider Lily	Hymenocallis Latifolia
* Lantana	Lantana Depressa
Sword Fern	Nephrolepis Biserrata
Tuber Sword Fern	Nephrolepis Cordifolia
* Boston Fern	Nephrolepis Exatata
* Adam's Needle	Yucoa Smalliana
* Coontie	Zamia Integrifolia

### Shrubs:

Marlberry	Ardisia Escallioniodes
Beautyberry	Callicarpa Americana
Jamacia Caper	Capparis Cynophallophora
Seven Year Apple	Casasia Ciusifolia
* Coco Plum	Chrysobalanus Loao
Coco Plum	Chrysobalanus Loao
	var. pellocarpus
* Buttonwood	Conocarpus Ereota
Varnish Leaf	Dodonara Viscosa
Firebush	Hamelai Patens
Gallberry	Ilex Glabra
Large Gallberry	Ilex Coriacea
White Stopper	Eugenia Axillaris
Gopher Apple	Licania Michauxii Prance
Wax Myrtle	Myrica Cerifera

SITE IMPROVEMENT STANDARDS: Landscape Diagram

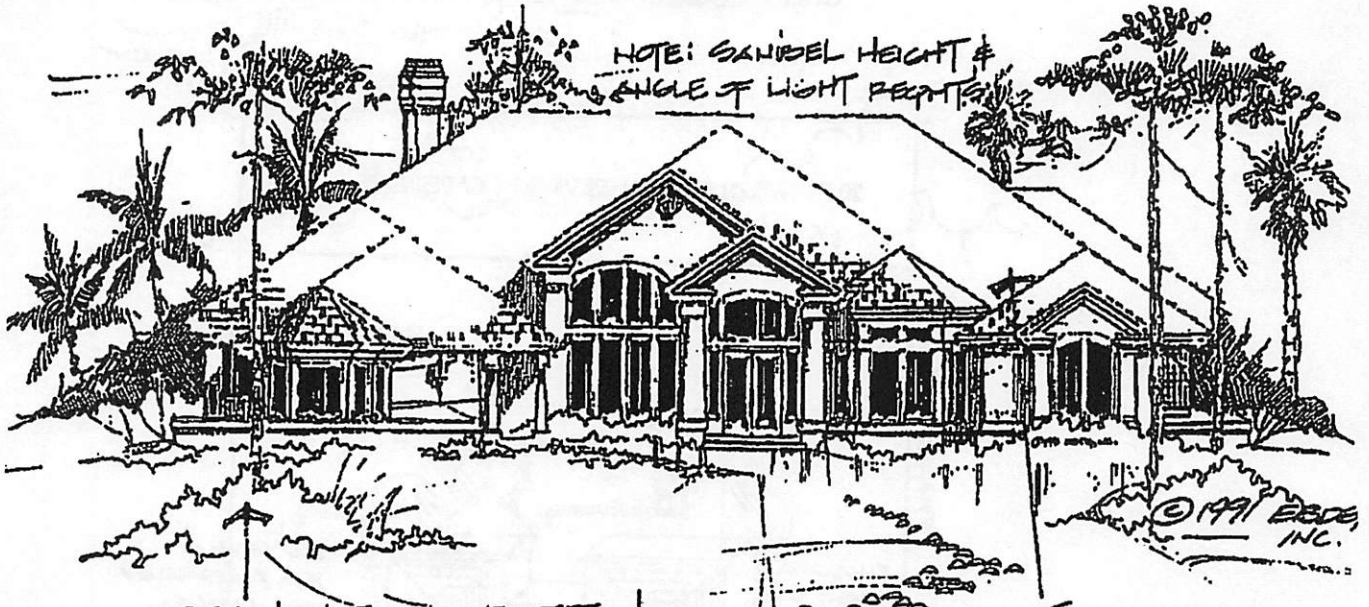
GOLF COURSE



Site Analysis

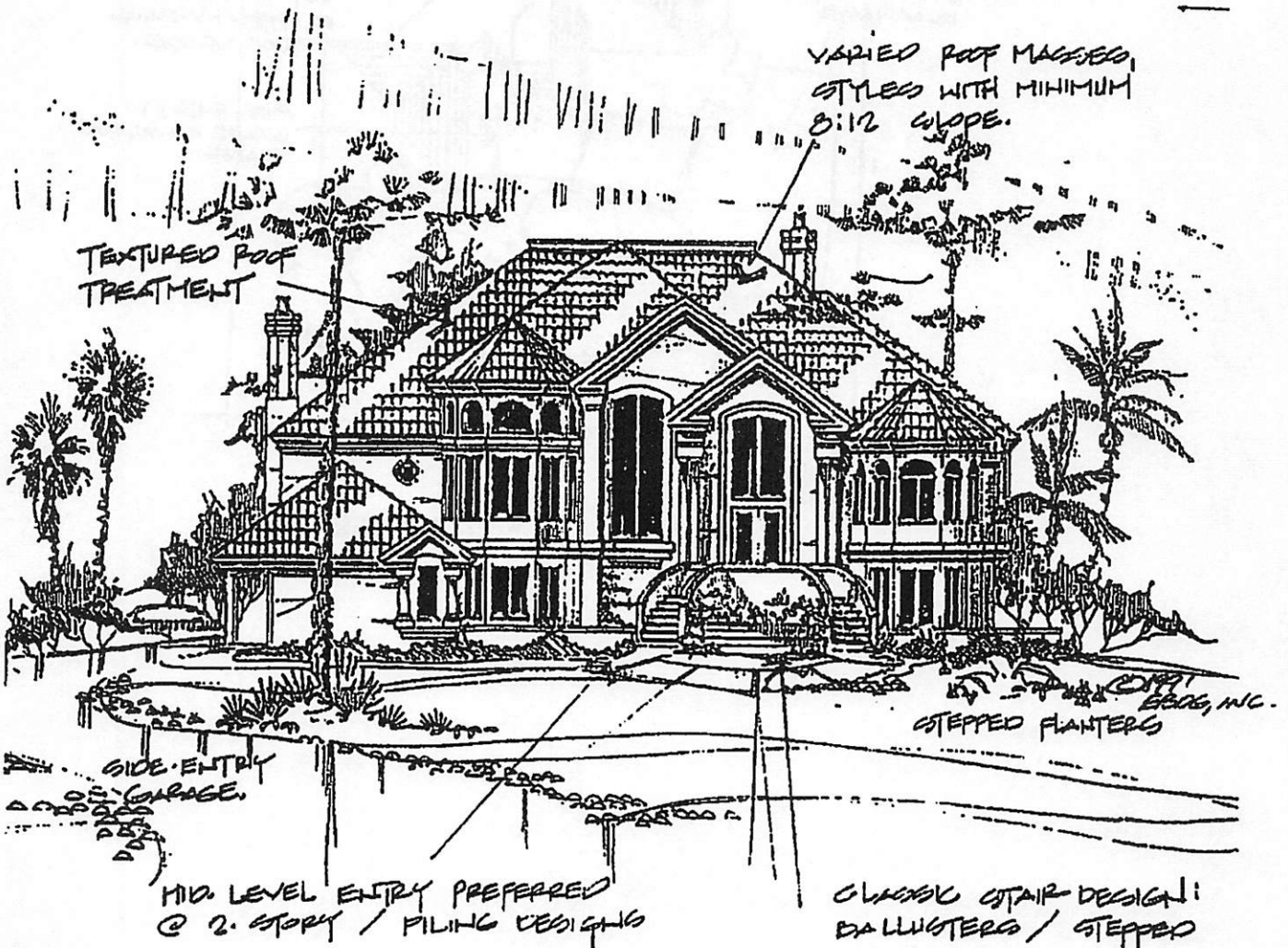
CLASSIC ARCHITECTURAL  
ELEMENTS: CHIMNEY DETAILS,  
WOOD/STONE BANDING, COLUMNS

TRADITIONAL ARCHITECTURAL  
DESIGN



RETAIN NATURAL VEGETATION  
IN SITE-PLANNING RESIDENCE

HIP AND TURRET ROOF  
ELEMENTS REDUCE  
OVERALL MASS.



VARIED ROOF MASSES,  
STYLES WITH MINIMUM  
8:12 SLOPE.

TEXTURED ROOF  
TREATMENT

SIDE-ENTRY  
GARAGE.

MID-LEVEL ENTRY PREFERRED  
@ 2. STORY / PILING DESIGN

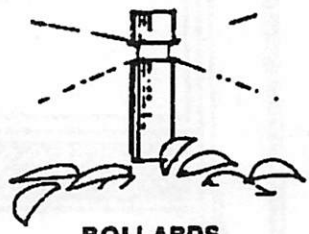
CLASSIC STAIR DESIGN:  
BALLUSTERS / STEPPED

© 1991 EBCO, INC.  
STEPPED FLANTERS

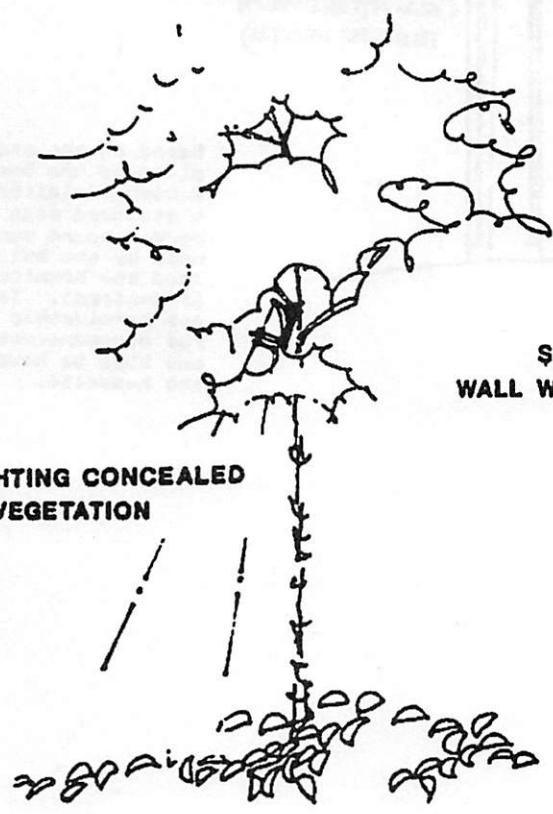




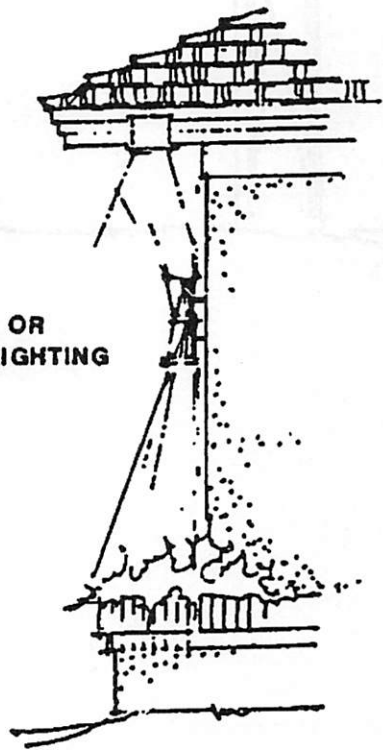
**GARDEN DOWNLIGHT**



**BOLLARDS**



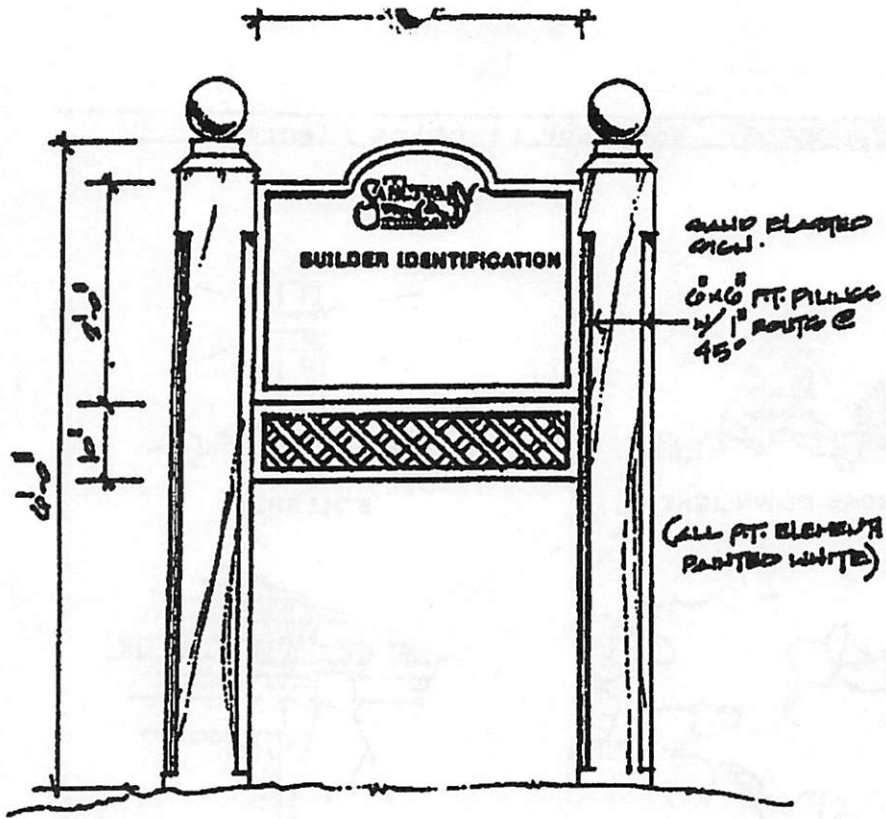
**DOWNLIGHTING CONCEALED BY VEGETATION**



**SOFFIT OR WALL WASH LIGHTING**

## **Exterior Lighting**

**NOTE: FIXTURES SHOULD WASH AREAS WITHOUT GLARE OR HOTSPOTS**



Based on the standards given by the Design Review Administrator, a standard sign and permit board must be used by the builder (and the Architect/Designer if desired). It is not permissible for sub-contractors of any type to have a sign on the homesite.

## Appendix G

The HOA Administrator is **Island Management Co.**: Its mailing and physical addresses are P.O. Box 100, 711 Tarpon Bay Road, Sanibel, FL 33957. Its phone number is 239.472.5020

**The Sanctuary at Wulfert Point Community Association**  
**Proposed Project Review Request**

Island Management  
Attn: Melissa Lodwick  
P.O. Box 100, 711 Tarpon Bay Road, Sanibel 33957  
Melissa@islandmgmt.com

\_\_\_ CORE \_\_\_ ACC

Date: \_\_\_\_\_

Address of Proposed Project \_\_\_\_\_

Owner(s) \_\_\_\_\_ email \_\_\_\_\_

Owners' telephone number(s) [h] \_\_\_\_\_ [m] \_\_\_\_\_

Owners' address [if different] \_\_\_\_\_

Description of Proposed Project:  painting  landscaping  exterior  roof  other

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated start date \_\_\_\_\_ Estimated time to complete \_\_\_\_\_

Building Permits:  needed  applied for  secured

Principal Contractor \_\_\_\_\_ Contact person \_\_\_\_\_

telephone [o] \_\_\_\_\_ [m] \_\_\_\_\_

Contractor's physical and email addresses \_\_\_\_\_

Architect/Designer \_\_\_\_\_ telephone \_\_\_\_\_

\*\*\*\*\* [to be completed by Administrator] \*\*\*\*\*

Date of receipt of Review Request \_\_\_\_\_ Date of administrative response \_\_\_\_\_

Date of receipt of application with documentation \_\_\_\_\_ Date of CORE/ACC meeting \_\_\_\_\_

CORE/ACC action:  approval  approval with conditions  disapproval

CORE/ACC inspections

\_\_\_\_\_  
COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Final Approval request \_\_\_\_\_  approved  disapproved

### Fences and Fenced Yards

The Sanctuary Community, a community on a sanctuary island, next to a renowned wildlife refuge, has been a place where natural beauty and living harmoniously with nature is viewed as one of our premier and unique attributes, and fences, although not prohibited, when permitted are restricted in many ways and minimized. Retaining the natural environment of The Community is an important component of our Community and is emphasized in our Design Guidelines, such that all landscaping and construction must emphasize each lot's special natural, native features. Additionally, each residential site in the Community has a Conservation Easement on its rear 20', the purposes of which are for the preservation and maintenance of permanent open space for a wildlife corridor and "habitat for indigenous and migratory wildlife, and for the preservation of existing native vegetation" throughout The Community. The Conservation Easement area in each lot must remain in its natural state with native vegetation, free of exotics, and is not permitted to be pruned or vegetation removed unless authorized by a City permit: no fencing is permitted under any circumstance in the rear 20' of any lot.

#### Approved fences:

Require the Association Board, the ACC or CORE to timely notify (and provide copies of any pertinent documents) the immediate neighbors of any meeting at which an application for approval of a fenced yard is to be considered;

Are not permitted to be installed without the approval of the ACC or CORE, and, after approval, delivery of a copy of the Permit from the City of Sanibel not less than 5 business days before any installation is begun to allow ACC/CORE to examine the Permit to confirm that the permitted fence complies with the approved fence;

May not be constructed of any material other than metal, wrought iron or aluminum - specifically prohibited are chain, chain link, wire, mesh, plastic, fiberglass, rope and bamboo, solid wood, barbed wire, razor wire (or other potentially harmful material), and Pre-fab fences such as commonly sold in home improvement stores are prohibited;

May not have artistic designs or decorative elements incorporated in/on them;

Pet shelters of any type are not permitted in fenced yards.

Must be installed in a manner equivalent to an installation by a professional fence installer;

Must be 3' street ward from the Conservation Easement; and not forward (street ward) of the rear line of the house, but may be (if permitted by the City of Sanibel) within the side-yard setback but no closer than 3' from the side-yard property line in order to accommodate the required vegetation buffer and insure the maintenance of a wildlife corridor between homes in The Community;

Require the planting of a dense vegetative buffer (which must be reflected in detail in any fence approval application) in order to screen the fence from the street, the immediate neighbors, and the golf course/lakes;

Must be maintained in good condition and repair, free of mildew and algae, and not be permitted to become unsightly or impede drainage flow;

May not exceed 48" above grade level, unless required to comply with Florida and Sanibel safety standards for residential swimming pool barriers;

May not be an inappropriate color, to wit, any bright color which is out of character with neighboring homes;

May not have any above-ground portion charged or connected with an electrical current in such a manner as to transmit electrical current to persons or animals which might come into contact with the fence; and

Require the filing of a survey reflecting the lot lines and the setback lines (side and rear) and the Conservation Easement, as well as location of the proposed fence and its vegetation buffer.

In order to protect the views of the golf course and its lakes and pond from the adjacent properties, vegetation which has the effect of a natural fence will be permitted only if it is not allowed to grow higher than the approved fence. Vegetation in the side yard buffer should not be permitted to become so dense as to effectively eliminate the side yard as a wildlife corridor, and all vegetation buffer areas must be kept neat and orderly.

All fenced yards intended or used for the purpose of pet control/protection must be kept neat and orderly such that pets (including service and comfort/companion dogs) and must not be permitted to be or become a nuisance to the neighbors or those on the golf course or otherwise in the Community. Pets kept in a fenced yard which endanger the health, make objectionable noise, or otherwise constitute a nuisance by disturbing the peace, quiet, safety, comfort, or serenity of The Community may subject their owners to fines, required imposition of bark collars or other like bark-control devices, or even removal.

Fenced Yards must conform to the following standards:

- Fenced yards may not be permitted to become in an unclean, unhealthy, unsightly, or in an unkempt condition;
- Pets in fenced yards must be managed so as not to cause a disturbance by creating a nuisance, making excessive noise, threatening individuals or other animals;
- No pet may be left (whether tethered or untethered) in a fenced yard unattended for any length of time when its owners are not present in the home so as to become an annoyance or nuisance (excessive barking is considered a nuisance);
- All animal waste in fenced yards should be promptly removed at or about the time of the occurrence, and in any event no less frequently than daily;

- Pets may not be fed in fenced yards if the feeding area is not picked up immediately afterward such that it will not attract rodents or other animals; and
- The Sanibel and Lee County applicable pet laws must be complied with.

It is recognized that there are some fences erected without Association approval prior to the adoption of these standards ("Non-Conforming Fences"). Non-Conforming Fences for which delayed approvals are voluntarily sought by June 31, 2014, and for which any conditions required in connection with their approval are effected within 3 months of the approval, may remain in existence only so long as they are maintained in good condition and repair and do not become unsightly. Non-Conforming Fences not conditionally approved (and those whose conditions are not timely satisfied) are subject to removal directives and other Association action after July 1, 2014, to effect their removal. No Non-Conforming Fence may be altered in any way that is contrary to any of these standards for new fences. At such time as any Non-Conforming Fence becomes more than 50% destroyed or more than 50% is to be replaced for whatever reason, the Non-Conforming Fence must be removed in its entirety and may only be reconstructed or replaced if approved by the Association in conformance with the fencing standards then in effect.

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

# NOTIFICATION OF UNIT/PROPERTY SALE THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION

PLEASE SUBMIT NOTIFICATION FORM TO THE FOLLOWING ADDRESS:

**ISLAND MANAGEMENT, PO BOX 100, SANIBEL, FL 33957 - PHONE: 239-472-5020 FAX: 239-472-9480**  
 bonnie@islandmgmt.com

**\$299.00 Transfer/Estoppel Fee Payable to Island Management**

UNIT/PROPERTY #:	DATE:
------------------	-------

<b>PURCHASER INFORMATION:</b>	
Name (As Title Will be Held):	
Primary Resident Address:	
Residence Phone: (    )	Business Phone: (    )
Cell Phone:	Email Address:
Employer:	Occupation:
Nature of Business:	
Anticipated Time in Residence Per Year:	
Rental Intentions:	

<b>UNIT/PROPERTY SALE INFORMATION:</b>	
Purchase Price of Unit:	Furnished: Yes ___ No
Anticipated Closing Date:	Previous Owner (Seller):
Realtors:	
<b>SEND ESTOPPEL/FEE INFORMATION TO: (Closing Agent, Attorney, or Title Company)</b>	
NAME:	PHONE:
ADDRESS:	
<b>Submission of this form confirms that Purchaser has received a copy of the Association Documents and if a Condominium Association, a copy of the Questions &amp; Answers Sheet</b>	

Please indicate if any address, phone or email information SHOULD NOT be published in the Association's directory.

# ELITE AUCTIONS®



## Auction Without Reserve • Monday, April 22 • 11 AM EDT • On Site

### CONTACT



Tara McLean  
President, Elite Auctions

508.942.3769  
Tara@EliteAuctions.com



Robyn Moran  
Listing agent, Kingfisher RE

239-728-1971  
Robyn@gokingfisher.com

### PREVIEW SCHEDULE

Thursday, April 4, 1-4 PM  
Sunday, April 7, 1-4 PM

Thursday, April 11, 1-4 PM  
Sunday, April 14, 1-4 PM

Thursday, April 18, 1-4 PM  
Sunday, April 21, 1-4 PM

Private appointments available. Please call  
or email us to schedule.

### AUCTION

Monday, April 22 • 11 AM  
On Site

Registration begins at 9 AM

Broker participation  
welcomed, 2%.

**\*This property is subject to  
pre-auction offers and/or  
direct sale prior to auction.**

## Remote Bidding Available



Kingfisher Real Estate Inc.

In cooperation with licensed real estate agent Robyn Moran (#3128161, ph: 239-728-1971) with Kingfisher Real Estate, Inc. (#676199, ph: (239-472-4411)). The auction services referred to herein are not available to residents of any state where prohibited by applicable state law. Elite Auctions, its agents and affiliates, broker partners, auctioneer, and sellers do not warrant or guarantee the accuracy or completeness of any information and shall have no liability for errors or omissions or inaccuracies under any circumstances in this or any other property listings or advertising, promotional or publicity statements and materials. This is not meant as a solicitation for listings. Brokers are protected and encouraged to participate. All bidders are required to pre-register for each property auction in accordance with the Terms and Conditions. Equal Housing Opportunity. In cooperation with James Gall, Jr., Florida-licensed auctioneer (#AU-2) and real estate broker (#BK300662) for Elite Auctions. Elite Auctions is a licensed Florida auction business (#AB3687) & Licensed Florida Real Estate Brokerage (#CQ1066803).



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