

Bellamar at Beachwalk Condominium Association, Inc.

Rules and Regulations, Effective February 18, 2015

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1. DEFINITIONS.

1.1 “Association” means BELLAMAR AT BEACHWALK CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit.

1.2 “Association Property” means all real or personal property owned by, administered by or under the control of the Association for the use and benefit of the Unit Owners and which as to real property is also described as Common Area in the Master Declaration.

1.3 “Board of Directors” or “Board” or “Directors” means the representative body which is responsible for the administration of the Association’s affairs, and which is the same body that is sometimes referred to in the Condominium Act as the “Board of Administration.”

1.4 “Building” or “Buildings” means the structures in which the Units and portions of the Common Elements are located.

1.5 “Common Elements” means the portions of the Condominium Property not included within the Units. All references to Common Elements shall include Limited Common Elements, unless the context expressly indicates otherwise.

1.6 “Common Property” means the Common Elements of the Condominiums and the Association Property.

1.7 “Community” or “Bellamar” means the various Condominium Properties operated by the Association and the Association Property administered by the Association.

1.8 “Condominium Documents” means the various Declarations of Condominium, the Master Declaration, the Articles of Incorporation and Bylaws for the Association, the Condominium Plats, and these Rules and Regulations.

1.9 “Condominium Property” or “Condominium Properties” means the land and property interests subjected to condominium ownership under the Declarations, all improvements on the land as depicted in the Surveyor’s Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominiums.

1.10 “Declarations of Condominium” or “Declarations” means the Declarations of Condominium for Bellamar at Beachwalk I, a Condominium, recorded at O.R. Book 3973, Pages 4541 et seq.; Bellamar at Beachwalk II, a Condominium, recorded at O.R. Book 3939, Pages 0574 et seq.; Bellamar at Beachwalk III, a Condominium, recorded at O.R. Book 4098, Pages 3832 et seq.; Bellamar at Beachwalk IV, a Condominium, recorded at O.R. Book 4227, Pages 3870 et seq.; Bellamar at Beachwalk V, a Condominium, recorded at O.R. Book 4029, Pages 0273 et seq.; Bellamar at Beachwalk VI, a Condominium, recorded at O.R. Book 4187, Pages 0672 et seq.; Bellamar at Beachwalk VII, a Condominium, recorded at O.R. Book 4309, Pages 3235 et seq.; Bellamar at Beachwalk VIII, a Condominium, recorded at O.R. Book 4414, Pages 0993 et seq.; and Bellamar at Beachwalk IX, a Condominium, recorded at O.R. Book 4322, Pages 1464 et seq., all in the Public Records of Lee County, Florida, and all as amended from time to time

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

1.12 “Enforcement Officer” shall mean any person employed, retained or authorized by the Association to monitor or enforce parking regulations, access protocols, or monitor compliance with the provisions of the Condominium Documents.

1.13 Family”, “Families” or “Single Family” shall refer to any one of the following:

1.13.1 One natural person, his spouse or Domestic Partner, if any, and their custodial children, if any.

1.13.2 Not more than four natural persons not meeting the requirement of Article 1.13(A) above, who do and plan to indefinitely and continuously reside together as a

single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

1.13.3 The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity. “Family member” is a person who resides in a Unit as part of the Owner’s Family, but is not a title holder.

1.14 “Fractional Ownership” or “Unit Sharing” means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

1.15 “Guest” means any person who is not the Unit Owner or a Tenant or a member of the Owner’s or Tenant’s Family, who is physically present on or occupies the Condominium Property or is present in the Community on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

1.16 “Invitee” or “Licensee” shall mean a person or persons expressly or impliedly allowed entry into the Community for the purpose of conducting business with a Unit’s occupant, or otherwise entering the Community on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.17 “Lease” when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner’s Unit for consideration.

1.18 “Limited Common Elements” means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in the Declarations. Unless the context requires otherwise, all references in these Rules and Regulations to Common Elements shall include Limited Common Elements.

1.19 “Management Agent” or “Management” shall mean the manager or management company retained or employed by the Association, as applicable. The current Management Agent is Island Management Group, located at 16956 McGregor Boulevard, Fort Myers, Florida. Telephone: 239-472-5020.

1.20 “Master Declaration” means the Declaration of Covenants, Conditions, Restrictions and Easement for Bellamar at Beachwalk which is recorded as an exhibit and/or referenced in the following the Declarations of Condominium.

1.21 “Member” means the record Owner(s) of legal title to a Unit.

1.22 “Occupant” when used in connection with a Unit, means a person who is physically present in a Unit on two or more consecutive days, including staying overnight for one night.

1.23 “Occupy” when used in connection with a Unit, means the act of staying in the Unit for two or more consecutive days, including an overnight stay of at least one night.

1.24 “Parking Permit” shall refer to a sticker or other placard issued by the Association as set forth in Rule 4.

1.25 “Person” means any individual who is in the Community, including Owners, the Family members of Owners or Tenants, Tenants, Residents, Occupants, Guests and Invitees. Whenever the word “Person” is used to require or prohibit certain conduct, it is the intention that the Owner of the Unit with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Rules and Regulations.

1.26 “Resident” means any person who is occupying a Unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Unit.

1.27 “Rules and Regulations” or “Rules” means these rules and regulations promulgated by the Board, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association, subject to any limits set forth in the Declarations of Condominium, and as amended from time to time. The Rules and Regulations also include any regulations adopted by the Board which are contained on posted signage in the Community. Further, the Rules and Regulations shall be deemed to include the exhibits hereto, which are incorporated by reference, consisting of Exhibit “A” (ARC Review Procedures and Guidelines), Exhibit “B” (Lease Application Form), Exhibit “C” (Clubhouse Use Agreement), Exhibit “D” (Rule Governing Posting of Notice), Exhibit “E” (Rule Governing Unit Owner Participation at Meetings), Exhibit “F” (Rule Governing Inspection and Copying of Association Records), Exhibit “G” (Rule Governing Unit Owner Inquiries) and Exhibit “H” (Rule Governing Lender Questionnaires). Additional “use restrictions” are found in the various Bellamar Declarations of Condominium.

1.28 “Tenant” or “Lessee” means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration of any form, including but not exclusive of the payment of money, the exchange of goods and services, or the conferring of any economic benefit. The term “Tenant” shall be used interchangeably with “Lessee”.

1.29 “Unit” means a part of the Condominium Property subject to exclusive ownership.

1.30 “Unit Owner” or “Owner” means the record Owner of a Condominium Parcel.

2. GENERAL RULES.

2.1 No Person will engage in any conduct on the Condominium Property which is disruptive, offensive or inconsistent with behavior expected in a first class residential community or which constitutes a legal nuisance. Such conduct shall include, but not be limited to, use of profane or demeaning language, bullying, shouting and aggressive, violent or threatening behavior directed at other Unit Owners, Tenants, Residents, Guests or Occupants, and employees or agents of the Association, including but not limited to Enforcement Officers. Radios, stereos and television sets should be turned down to a minimum volume at all times so that any sounds emanating therefrom shall not be heard outside of the Unit. All other unnecessary noises, such as the playing of pianos and other musical instruments, bidding good night to departing Guests and slamming doors between the hours of 10:30 P.M. and 8:00 A.M. should be avoided.

2.2 No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal cooking odors, normally and reasonably generated, shall be not deemed violations of this Rule.

2.3 No Person shall permit anything to be done or kept in a Unit which will increase the insurance rates on a Unit, the Common Elements, or any portions of the Condominium or Association Property, or obstruct or interfere with the rights of other Residents or the Association. No Person shall commit or permit any nuisance, immoral or an illegal act in a Unit, the Common Elements or Association Property.

2.4 Unit Owners must obtain written approval from the Association prior to installing any flooring material (including but not necessarily limited to any ceramic tile, marble, wood, etc.). To insure that the sound control underlayment system being used will provide adequate sound-proofing written approval must be obtained from the Association. Installation of the sound control underlayment system shall include perimeter isolation material which will ensure that impact noises are not transmitted into a space below either directly through the floor or by flanking through the surrounding walls.

2.5 Carpentry, carpet-laying, picture-hanging, or any trade (or do-it yourself work) involving hammer work, or other noise which can be heard outside of the Unit, must be done between the hours of 8:00 A.M. and 6:00 P.M. No such work shall be done on Sundays. No exceptions will be allowed.

2.6 Each Owner shall keep his Unit and its appurtenant Limited Common Elements clean and in a good state of repair. No Person shall sweep or throw, or permit to be swept or thrown, therefrom or from the doors or windows thereof, or from the lanais or patios, any dirt or other substance. No Person shall leave litter in the Community or leave unattended personal property outside of Units or Limited Common Elements. No Person shall cause or permit dirt, sand, mud, grease or other substances to accumulate or be left upon the hard surfaces within the Community, including but not limited to, sidewalks, walkways, stairways or stairwells and parking lots. Plants, pots, receptacles and otherwise movable objects must not be kept, placed or maintained on ledges of windows or lanai. No objects shall be hung from window sills and lanais. No cloths, clothing, rugs or mops shall be hung open or shaken from windows, doors or lanais. Unit Owners shall remove all loose objects or movable objects from the lanais during hurricane season. Unit Owners shall not throw cigars, cigarettes or any other objects from doors, windows or lanais. All refuse, waste, bottles, cans, garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers.

2.7 No shades, awnings, windows guards, light reflective materials, ventilators, fans or air conditioning devices shall be used in or about any Building except as shall have been approved by the Board. Door and window coverings visible from the exterior of the Unit other than those that have white, off-white or black-out type liner shall be subject to approval of the Board.

2.8 The facilities in the Community are for the exclusive use of Unit Owners, their Family members, Tenants, Guests and Invitees. Any damage to a Building, or to the Common Elements, Association Property, or any personal property of the Association caused by any Unit Owner, their Family members, Tenants, Guests or Invitees, shall be repaired at the expense of the responsible Unit Owner.

2.9 Unit Owners must abide by the Association's statutory right of entry into Units in emergencies. In case of any emergency originating in, or threatening, any Unit, regardless of whether the Unit Owner is present at the time of such emergencies, the Board, or any other person authorized by it, or Management, shall have the right to enter such Unit for the purpose of remedying or abating the

cause of such emergency, and such right of entry shall be immediate. The Association has the irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association, or as necessary to prevent damage to the Common Elements or to any Unit or Units, or to determine compliance with the terms and provisions of the Condominium Documents. Without limiting the generality of the foregoing, the Association is required to provide local fire safety officials access to Units yearly for inspection. A pass key must be provided by the Unit Owner to the Association for each Unit entry door. Without limiting other remedies available to the Association, if the Association must access a Unit for which a key has not been provided, the Association may employ the services of a locksmith, and the Unit Owner shall be responsible for all costs thereof.

2.10 Unit Owners shall be liable for all damages to a Building, the Common Elements, the Association Property or any personal property owned by the Association caused by receiving deliveries, or moving or removing furniture or other articles to or from the Building. The Association shall have the right to charge any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of furnishings or bulk trash to or from the Owner's Unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit within ten (10) days after the completion of construction of the interior of the Unit or after delivery or removal of any furnishings and/or bulk trash. Moving and deliveries shall only be allowed between the hours of 8:00 A.M. and 5:00 P.M. daily. Moving and deliveries shall not be permitted at all on Saturdays or Sundays. All moves must be scheduled by Management. All Unit Owners and Lessees shall cooperate fully with the Board in effecting a coordinated move-in and move-out schedule including, but not limited to, use of the elevators for moving of furniture and furnishings.

2.11 No other articles of personal property may be placed upon or permitted to accumulate on sidewalks, Building walkways, stairways or stairwells, nor may any bed or kitchen linens, towels, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles be shaken or hung from any window, railing, door, lanai or patio, or cleaned on any part of the Common Property.

2.12 No Person shall allow anything to fall, be thrown or hung from or on a window, door, lanai or patio, nor throw from the premises, or sweep or otherwise deposit or cause the accumulation of, any dirt or other substances into the Building walkways, sidewalk, lanais or patios or anywhere in or on the exterior Buildings or grounds in the Community. Unit Owners shall not allow anything to be thrown, or to fall from doors and lanais. No sweeping, or other substances, shall be permitted to escape to the exterior of the Building from the doors and lanais. All garbage and refuse shall be deposited with care in containers intended for such purposes at such times and in such manner as the Association shall direct. Any Unit Owner may display one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

2.13 No signs of any kind (other than a notice to be placed on the bulletin board after notification to Management and/or by the Board) may be installed in the Community.

2.14 There shall be no solicitation by any Person anywhere within the Community for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board.

2.15 Garage doors may not be left open unless the Unit Owner is in the garage or immediate vicinity.

3. VEHICLE PARKING.

3.1 No vehicle belonging to a Unit Owner, Tenant, or to a member of the Family, Guest or Invitee of a Tenant or a Unit Owner shall be parked in such a manner as to impede or prevent access to another parking space. All Persons shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit Owners. No motor vehicle which cannot operate on its own power shall remain parked within the Community for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Community. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicles.

Each parking space may be used only by the Unit Owner or the Tenant of such Unit, and their Family members, except when the Unit Owner has given written permission for use (copy to Association) by another Unit Owner, Tenant, Guest or Invitee. No Unit Owner or Tenants or their respective Family members, Guests or Invitees may park his vehicle in any parking space other than the parking unit assigned to such Unit. All vehicles shall be parked within the painted lines and pulled close to the bumper. As a security measure, all automobile doors should be locked.

In the event decals are required to be affixed to each vehicle, while parked within the Community, then each vehicle shall bear the required decal, where designated by the Association on the vehicle, while within the Community.

Commercial trucks, vans campers, recreational vehicles, boats, jet skies, trailers, may not be parked on Condominium Property or without prior approval of the Association.

3.2 All Residents and certain Guests must have a Parking Permit as provided in these Rules.

3.3 Parking is only permitted in properly designated parking spaces, and no vehicle may park on any other Common Element or Limited Common Element, or on Association Property, including but not limited to grass and walkways. Any automobile improperly parked in a space reserved for any Unit may be towed away at the automobile's owner's expense. Illegally parked vehicles or vehicles parked in violation of the Rules and Regulations may be towed at the automobile's owner's expense.

3.4 No vehicle which cannot operate on its power or which has an expired license plate or inspection sticker, or which has no license plate, shall remain in the Community for more than twelve (12) hours and no repair of vehicles shall be made in the Community. Any vehicle not in legal operating condition, not properly insured, missing body parts, having added parts and equipment to over improve (such as racing equipment), or body paints that indicate a commercial vehicle shall be prohibited from being driven, parked or kept in the Community and may be towed at the owner's expense.

3.5 No vehicle may store or contain any explosive or inflammable material, except normal operating fuels and amounts as listed in the standard handbook of the vehicle and contained within the regular vehicle fuel tank.

3.6 Any vehicle leaking fluids, oils, fuels or chemicals of any type must be removed immediately from the Community by the vehicle owner, and may be removed by the Association. Protection of the parking areas and driveways and the payment for any damage thereto is the

responsibility of the vehicle owner and the ultimate responsibility of the Unit Owner. Any asphalt, concrete, brick pavers, sod, sewer system, or any other damage to the property in the Community will be charged to the Unit Owner.

3.7 Boats, boat trailers, trucks, commercial vehicles and all other vehicles not specifically authorized herein shall not be permitted in any parking space. Motorcycles, mopeds, scooters and the like must be parked inside a garage at all times. No commercial vehicles, vehicles with logos, signage or advertising, vehicles containing visible construction equipment (including but not limited to ladders, racks or machinery) or inoperable vehicles of any kind are permitted to be driven, parked or kept in the Community, except for construction or service vehicles temporarily present on business. Commercial vehicles means all vehicles of every kind whatsoever (including regular passenger automobiles), which, from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial or charitable institution (e.g. church or school) markings, signs, displays, tools, equipment, racks, ladders, apparatus, or otherwise indicates a commercial or other non-personal use. Vehicles designed for commercial purposes whether or not so used (e.g. hearses, limousines, etc.) are prohibited.

3.8 No Person shall cause or permit the blowing of any horn, except as may be necessary for safe operation. The playing of loud music from any vehicle (music that can be heard outside of the vehicle with the windows closed) is not permitted within the Community.

3.9 All Persons must park in their assigned parking space, head first. Backing into parking spaces is prohibited.

3.10 Parking in a numbered space other than the space assigned to the Unit is prohibited.

3.11 The speed limit in the Community is 15 mph.

3.12 All vehicles will only use the driveways, roadways, parking roads and streets to move vehicles to and from the entrance/exit gate and the appropriate parking spot.

3.13 Parking at the Clubhouse is for Clubhouse, pool and spa usage and the hours are dawn to dusk unless an event is being held at the Clubhouse. **NO OVERNIGHT PARKING IS PERMITTED.**

3.14 Parking lots are to be used solely for vehicular ingress and egress and the parking of permitted vehicles. Parking lots may not be used by bicycles, mopeds, "segways", roller skates/rollerblades, skateboards, scooters or golf carts or for any purpose other than parking. No playing, loitering or congregating in parking lots is permitted. This Rule is intended to avoid injury which may arise from use of a parking lot for other than its intended purpose.

4. PARKING PERMITS.

4.1 Parking in the Community requires a Parking Permit ("Permit"). Permits are required for Owners, Tenants, Residents or any Guest whose vehicle will be in the Community except for temporary, non-overnight Guests, and for all vehicles present in the Community after midnight. A Parking Permit can be obtained by presenting the following documentation to Management:

- Current Driver's License.
- Vehicle Registration

Unit Owners must also provide:

- Complete Primary Home Address
- Condominium Unit Address
- Telephone Number (Unit and other residence, if any)
- Cell Telephone Numbers
- E-mail Address
- The name of all Persons who will occupy the Unit with the Owner.

4.2 Unit Owners may apply for temporary Parking Permits for their Guests.

4.3 Tenants applying for a Parking Permit shall provide the same information as a Unit Owner, and in addition, must provide Management with a copy of their lease agreement and the names of each Person who will occupy the Unit. A Parking Permit limited to the term of the lease.

4.4 Parking Permits with an adhesive backing must be displayed on the driver's side rear bumper of the vehicle for which they are issued and the parking space assigned by the Condominium Unit Number must be utilized. Management will affix Permits. In the event the Resident has two vehicles and is assigned a second Parking Permit, that vehicle may use any vacant guest parking space. Vehicles found parked in a numbered parking space other than the one assigned to the Unit they occupy will be towed at the owners' expense.

4.5 Temporary Parking Permits and Guest Parking Permits must be displayed in the rear view mirror, clearly visible from the rear of the vehicle, and vehicles of Guests may not park in a numbered parking space.

4.6 Parking Permits

4.6.1 Unit Owners will receive an "Owner Permit" for their vehicle. Each Unit will be eligible to receive two (2) "Owner Permits" if they are registering two (2) vehicles. Additional Owner Permits will be distributed on an as needed basis, with Board approval. A fee of \$25.00 per Permit will be charged if an additional Owner Permit is approved.

4.6.2 Annual Tenants will receive an "Annual Tenant Permit" for their vehicle after the approval of the Tenants as required. Each leased Unit is eligible to receive two (2) Annual Tenant Permits if they are registering two (2) vehicles. Additional Annual Tenant Permits will be distributed on an as needed basis, with Board approval. A fee of \$25.00 per Permit will be charged if an additional Annual Tenant Permit is approved for a registered Tenant.

4.6.3 Tenants leasing for five (5) months to twelve (12) months will receive a "Short-Term Tenant Permit" for their vehicle after the approval of the Tenants as required. Each leased Unit is eligible to receive two (2) Short-Term Tenant Permits if they are registering two (2) vehicles. Additional Short-Term Tenant Permits will be distributed on an as needed basis, with Board approval. A fee of \$25.00 per Permit will be charged if an additional Short-Term Tenant Permit is approved for a registered Tenant.

4.6.4 Tenants leasing for less than five (5) months will receive a "Temporary Hang-Tag Permit" for their vehicle after the approval of the Tenants as required. Each leased Unit is eligible to receive two (2) Temporary Hang-Tag Permits if they are registering two (2) vehicles. Additional Temporary Hang-Tag Permits will be distributed on an as needed basis,

with Board approval. A fee of \$25.00 per Permit will be charged if an additional Temporary Hang-Tag Permit is approved for a registered Tenant. The Short-Term Tenants' length of stay dates will be imprinted on their Temporary Hang-Tag Permit, which must be displayed from the rearview mirror of the vehicle at all times while the vehicle is parking anywhere in the Community and not obstructed in any way. Temporary Hang-Tag Permits are never transferable. A Permit altered in any way will be considered void and the vehicle will become eligible for immediate towing, at the vehicle owner's expense.

5. BICYCLE STORAGE. All bicycles are to be kept in a bicycle rack or inside of the Unit. One bicycle per Person per Unit is permitted to be kept in the bicycle rack. Bicycles in disrepair may be removed from the Community.

6. LANAIS AND PATIOS.

6.1 Lanais or patios shall not be used for storage of personal property, including but not limited to bicycles, storage containers, cabinets, loose building materials, cleaning materials or implements of any kind, unused household furniture, appliances (televisions are permitted), shopping carts, animal shelters, toys or broken items of any kind.

6.2 No unsightly objects, as determined by the Board, are permitted on the lanais or patios. This includes any items which will cause the exterior of any Building to look shabby, littered or messy, as determined by the Board.

6.3 Residents must keep fenced in area (patio area) free of weeds and overgrown grass. Trees are not allowed to be planted in the fenced area.

6.4 No fires, cooking devices or other devices which emit smoke or dust shall be allowed on any lanai.

7. SAFETY RULES.

7.1 The parking areas, all sidewalks, walkways, entrances, driveways, roadways, passages, patios, terraces, lanais, courts, vestibules, stairways and stairwells, corridors, and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed in corridors or on walkways. No sign, notice or advertisements. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the corridors or on staircase landings or on stairways. No Person shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress. The sidewalks, Building entrances, passages, vestibules, stairways and stairwells, halls, corridors and all such property within the Community designed for pedestrian or vehicular ingress and egress shall not be obstructed or encumbered or used for any purpose other than for permitted parking or ingress and egress. Sitting on or loitering about stairways and stairwells, or using such areas other than for ingress and egress, is prohibited. No plants, bicycles, tricycles, scooters, roller skates, grocery carts, tools, benches, chairs, tables or other objects of personal property may be left, placed, kept or stored in ingress-egress or parking areas including the grass strip separating parking lots and sidewalks. No wheeled vehicles or apparatus (including but not limited to bicycles, mopeds, "segways", roller skates/rollerblades, skateboards, scooters or golf carts, other than used by Management) are permitted on sidewalks, parking lots or other areas intended for ingress and egress, except appropriate apparatus for disabled individuals. Running on sidewalks is not permitted. Bicycles and other non-motorized wheeled apparatus are permitted to be operated on Bellamar Circle and Bellamar Drive and must be operated in a safe and lawful manner and must yield to motor vehicles and pedestrians.

7.2 Fire exits shall not be obstructed in any manner, and the Common Elements and Common Property shall be kept free and clear of rubbish, litter, dirt, debris and other unsightly objects or materials. No Person shall use the fire doors for ingress and egress, except in emergency situations.

7.3 No flammable, combustible or explosive fluid, chemical or substance shall be used, or be kept in a Unit, garage or on the Common Elements or Common Property, except as are required for normal housekeeping use. Nothing shall be placed in the Units, Common Elements or Common Property which would create a fire hazard.

7.4 No Person shall go in the lake for any reason. No Person may run on the wooden bridge. Fishing, boating, swimming and the operation of apparatus such as remote control boats in the lake is prohibited. All Persons strolling along the lake or recreating near the lake area must keep at least eight (8) feet from the lake's edge. Stones and other objects may not be thrown into the lake. Outdoor feeding or harassing wildlife, any birds, reptiles or other animals is prohibited. **ALLIGATORS AND SNAKES ARE DANGEROUS!**

7.5 No Person may loiter or congregate near the entry/exit gate areas.

7.6 Fences and walls are for controlling entry/exit and shall not be climbed, jumped or scaled.

7.7 No Person who is unable to swim is allowed in the pool without reasonable supervision. **THERE IS NO LIFEGUARD ON DUTY.** No one under the age of fourteen (14) is allowed in the fitness center without reasonable supervision.

7.8 Unit Owners, their Families, Guest, Invitees, employees and Lessees are not permitted on the Building roofs for any purpose.

7.9 No Unit Owner shall cause any weight on any portion of his or her Unit which shall interfere with or compromise the structural integrity of the Building.

7.10 No waterbeds are to be brought into the Units for any purpose whatsoever.

8. PETS.

8.1 With the exception of fish, a Unit Owner may keep a maximum of two (2) pets. The term "pets" shall be limited to dogs no more than 30 pounds in weight, cats, birds and fish.

8.2 All dogs and cats must be leashed at all times when outside the residential Unit. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as may be provided in these applicable rules and regulations of the Declaration) and/or to require any pet to be permanently removed from the Condominium Property. Unit Owners must immediately collect and clean any feces from pets upon the complex property.

8.3 The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected. If it is

not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal.

8.4 Fish shall be permitted, subject to rules and regulations to be adopted by the Board of Administration from time to time.

8.5 Only Unit Owners may keep pets. Any Tenants who came in to occupancy after November 18, 2010 shall not have any pets. Guests and Invitees are not permitted to keep pets or bring pets into the Community.

8.6 Exotic animals, as defined by Lee County ordinance, or as determined by the Board, including reptiles, rodents or swine are not permitted in the Community. Large breeds of birds, as determined or defined by the Board, including but not limited to parrots, macaws, pigeons, ducks or geese are not permitted in the Community.

8.7 All pets kept in the Community as of February 18, 2015, must be registered with Management no later than April 1, 2015. Any pet kept in or brought into the Community after such date must be registered within fifteen (15) days of its acquisition or entry into the Community. Registration shall include the animal's name, breed, height, weight, age, vaccination information and other information as the Board or Management may reasonably require.

9. POOL AND SPA RULES.

9.1 The use of the swimming pool, pool area, spa and recreational facilities, permitted hours of use, Guest rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association which may be supplemented by signs posted on the property, which shall have the full force of written Rules and Regulations. The Association shall not be liable for any personal injury, loss of life or property damage of any kind caused or arising from the use of the recreational facilities.

9.2 SWIM AT YOUR OWN RISK. THERE IS NO LIFEGUARD AT BELLAMAR.

9.3 All Residents are required to have a Bellamar pool identification bracelet and numbered tag in their possession at all times when using the pool or spa and must show same to the Enforcement Officer, Management or members of the Board when requested to do so. Refusal will result in denial of access to the pool area. Tenants must be properly registered with Management as a Resident or they will not be permitted in the pool or fitness center. The Enforcement Officer will have a current Owners/Tenant log in his or her possession all times to verify residency.

9.4 For maximum enjoyment of all Residents there is a limit of four (4) non-Resident Guests per Unit at any one time. Guests must be accompanied by a Resident for the entire duration of the pool visit.

9.5 Everyone using the pool must wear appropriate swimming attire, as determined by the Board. Appropriate swim attire shirts worn for sun protection are permitted. "Cut offs" are not permitted in the pool.

9.6 Persons who are not toilet trained or are incontinent must wear swim diapers when using the pool. Regular diapers are never permitted in the swimming pool or spa.

9.7 No balls, water guns, boogie boards, balloons, inflatable objects or flotation devices of any kind or other objects, except as provided below, are permitted in the pool or poolside. Only those objects which are “water wings” and U.S. Coast Guard approved safety devices, such as life jackets, are allowed in the pool. The only other flotation device permitted in the pool is pool noodles. Wheeled vehicles or apparatus of any kind are not permitted in the pool or on the pool deck, except appropriate apparatus for disabled individuals.

9.8 No running on the pool deck, jumping or diving into pool from the pool deck, loud shouting, or other noise, excessive splashing or potentially dangerous activities (such as tossing people around in the swimming pool) or dangerous or disruptive horse play are permitted in the pool/spa or pool area.

9.9 Food (including snacks of any kind) is never permitted on the pool deck area. Food is allowed only in the covered lanai area of the pool deck. Beverages are permitted, as long as they remain eight (8) feet from the edge of the pool and spa, but glass or breakable containers or glass bottles are never permitted in the pool /spa area or under the pool lanai area.

9.10 Smoking is not allowed in the pool or recreation area, except smoking is permitted in the designated smoking area outside of the pool area.

9.11 All animals with the exception of legally permitted animals for disabled persons are prohibited from entering the pool area.

9.12 Maximum spa temperature is 104 degrees. Maximum usage 15 minutes.

9.13 No reserving chairs.

9.14 Capacity in the Pool — 38 persons Capacity in the Spa — 5 persons

9.15 Pool/Spa hours: Dawn to Dusk

10. GRILLS. Grills are strictly prohibited on lanais or patios (fenced in area). No grills, cooking devices of any kind included but not limited to gas, electric, charcoal, shall be permitted on any lanai, patio or other Common Property, except as provided below. The Board may designate certain areas where grilling may be done. Residents in the Coach Home Units are permitted to use an electric or gas grill limited to a 1.5 pound camping type cylinder as per Iona-McGregor Fire Department. The maximum number of cylinders permitted for storage in an attached garage Unit is two (2). Residents in Units with a detached style garage are permitted to store one (1) full size 20 lb propane cylinder for use with their grill. Usage of the grills is limited to the driveway area of the Coach Home Unit and the cooking device, whether propane or electric, must be a minimum of 10 feet away from any building or structure. Grilling on the sidewalks or breezeways is prohibited.

11. ALTERATIONS.

11.1 To maintain a uniform and pleasing appearance of the exterior of the Condominium Buildings, no awnings, screens, glass enclosures, or projections shall be attached to the outside walls or to the lanai, other than items originally installed by the Developer. This includes any type of screen or umbrella. No exterior lighting shall be permitted on the walls or ceilings of any lanai. Lanais shall not be used for the storage of any items, including but not limited to, bicycles or exercise equipment. No television, microwave or other outdoor antenna system or facility shall be erected or maintained within

the boundaries of the Condominiums, except for installations constructed therein by the Developer and/or by agents of the Developer, or as permitted by law. Ground floor wooden lanai enclosures shall not be painted (inside or out) or in any manner altered.

11.2 Unless the Unit Owner shall first submit plans for such work to the Board, and the Board by resolution unanimously adopted by the affirmative vote of all the members thereof, shall approve and consent thereto, no alteration or improvement or addition to a Unit or to any Limited Common Element to which the Owner has an exclusive right of use, shall be made, constructed, erected or installed, which shall: (a) remove in whole or in part, replace, reroute or otherwise affect any column, bearing, wall or partition, pipe, duct, wire or conduit or obstruct any easement herein provided for, or (b) remove, or change the style, pattern material, texture or outside color of any door, window, screen, fixture, equipment, enclosure or appliance in or an exterior Unit or Building wall, or (c) cove, from the inside or outside, the glass of other transparent and/or translucent material in any exterior door or window with or apply or affix thereto, any materials or substances which shall render the same opaque or change the exterior color therefore; except interior draperies, curtains, shades or shutters which are covered and/or painted on the side visible from the exterior with a neutral color, material or (d) affix to or cover any exterior door or window or otherwise install on the exterior of any Unit or Building any storm or hurricane shutter or awning or any protective or decorative panel, trim, enclosure, fixture or appliance, or (e) otherwise change, modify, or alter the exterior of any Unit or Building so that it thereby differs in appearance from any other Units or Buildings of the same type.

11.3 The exterior of the Buildings, including the lanais or patios, terraces, storage areas and garages shall not be painted, decorated or modified in any way by any Person in any manner without prior consent of the Board. The Association's "ARC Review Procedure and Guidelines" are attached as **Exhibit "A"**.

11.4 No article shall be hung from the doors or windows or placed upon the outside window sills or lanais or patios of the Condominium Units. No article including but not limited to signs, decorations, address numbers, name plates shall be hung or affixed to any part of the Building, door, window or screen. No Owner or Resident shall be allowed to put his or her name on any entry of the Condominium Units or mail receptacles appurtenant thereto. Religious symbols, as provided by state law, are permitted. The Board may also permit other religious or holiday symbols or commemorations upon request of the Resident. Christmas and Hanukah decorations may be placed on Unit entry doors. Such decorations may only be erected no more than four weeks before the applicable holiday and must be removed within two weeks of the applicable holiday. No other holiday decorations or exterior decorations are permitted. Tastefully designed sun shades are permitted.

11.5 No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any Person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Condominium Property subject to compliance with the following requirements.

11.5.1 Permitted antennas include (collectively hereinafter referred to as "antennas"):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less

than one meter in diameter or diagonal measurement.

11.5.2 Location of Antennas. Antennas are only permitted to be installed in or on lanais or patios, unless otherwise approved by the Board, inside the fenced rear lanai areas that face the necessary direction for reception and on tripods in lanais that face the necessary direction.

11.5.3 Holes (whether through drilling, nails or screws, or otherwise) are not permitted in structural portions of the Buildings (including but not limited to concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written approval of the Board. It is the intent of this requirement to ensure that the structural integrity of the building (including but not limited to its water-proofness) is not compromised by the installation of antennas.

11.5.4 Color and Screening of Antennas. All antennas must be one meter (39") or less in diameter. Antennas/satellite dishes must be mounted on a stationary pole. Antennas/satellite dishes may not be affixed to any Building, fence or structure identified as a Common Element or Limited Common Element. In all cases, all wiring must be secured and concealed as much as possible. Satellite dishes shall be gray in color and no commercial advertising is allowed except for the brand name.

11.6 All air conditioner condenser/compressor installations must fit within the designated marked area on the concrete pad and must be approved in advance by the Board. The air conditioner condenser/compressor size, including housing, may not exceed 32" length by 32" wide by 42" high.

11.7 Changes to the Common Element landscaping are not permitted, except as follows. Changes to landscaping located within a fenced in patio areas will be limited to plants and shrubs that are consistent with the look of Bellamar, and approved by the Board in advance. No trees, of any kind, may be planted in these areas.

12. DAMAGE. Destruction of any part of the Condominium Property or Association Property will be repaired and then charged to the Owner of the Unit whose Occupant caused the damage (including their Tenants, Guests, Invitees or any other Person).

13. SMOKING. Smoking is not permitted in the Community except within a Unit, on lanais, the designated sidewalk area in front of the Clubhouse and the designated smoking area outside of the pool. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco and any other lighted tobacco product. The use of "electronic" or "vapor" cigarettes, cigars, pipes, or similar apparatus, are likewise defined as smoking and likewise prohibited in the aforementioned areas.

14. TRASH.

14.1 All garbage and refuse shall be deposited with care in garbage containers which shall be kept in such locations as the Association shall direct. Residents not complying with these provisions will be charged for any required cleanup, which shall be the responsibility of the Unit Owner.

14.2 All refuse, waste, bottles, cans, garbage etc. shall be securely wrapped in plastic bags and placed in the appropriate collection containers.

14.3 No large trash (such as furniture) shall be left next to collection containers.

14.4 Contractors shall not use the collection containers but must remove trash from property.

14.5 No outside vehicles may enter the property and dispose of trash.

14.6 Trash cans and recycling bins shall be kept in Unit's garage and must be placed outside for pickup no sooner than 6:00 P.M. the day before pickup and said items must be returned to the garage no later than 8:00 P.M. the day of pickup.

15. OWNER INFORMATION.

15.1 Each Owner is responsible to furnish Management their current mailing address, phone numbers, emergency contacts or agents, names of Occupants occupying the Unit, automobiles and their tag numbers and other information that may be needed for operations of the Association. Each Owner is responsible to report any changes to Management as soon as possible.

15.2 Each Owner or Resident shall be responsible to report the failure of any Association equipment to Management.

15.3 Each Owner or Resident must register for the Bellamar Disaster Preparedness Roster and Bellamar Identification Pass program.

15.4 Anyone observing a hazardous situation in the Community should report the situation to Management.

16. BURGLAR ALARMS.

16.1 Installation of a burglar alarm systems may be permitted with prior written consent of the Board, provided that exterior portion of the system blends with the architectural design and decor of the Community, and the installation of alarm boxes and/or horns is as inconspicuous as possible.

16.2 Management must be advised of the name and phone number(s) of a local persons that will be available to turn the alarm off should it begin ringing. Owners with car alarms should provide the same information to Management.

16.3 In the event no local contact person or number is available, the Association will make whatever arrangements are necessary in order to silence the alarm, at the Unit or on the vehicles (to include towing) at the Unit Owner's and vehicle owner's expense.

17. HURRICANE PREPARATION.

17.1 Each Unit Owner or Resident who plans to be absent from the Unit during hurricane season must prepare his or her Unit prior to departure by: (a) removing all furniture, plants and other objects from the lanai or patio areas, (b) designation of a responsible firm or individual to care for the Unit should the Unit suffer hurricane damage, and (c) notifying Management, in writing, of the name and telephone number of such firm or individual.

17.2 Permanent hurricane or storm shutters may not be installed without prior approval of the Board.

17.3 Each Resident is responsible for the preparation of their Unit for storms to protect it as recommended by those agencies that issue storm warnings. Each Resident will follow the warnings and comply as instructed. This will include protection of vehicles as well.

18. CONDOMINIUM UNIT USE AND BASIC RESPONSIBILITIES.

18.1 A Condominium Unit shall be used only as a Single Family residence only.

18.2 No separate part of a Unit may be rented, and no trade, business, professional or any type of commercial activity may be conducted from any Unit. Unit sharing and Fractional Ownership are not permitted.

18.3 A Unit may not be divided or sub-divided for sale or lease.

18.4 No Person shall make nor permit any use of a Unit which violates any laws, ordinances or regulations of any governmental body having jurisdiction thereof.

18.5 No Person shall permit anything to be done or kept in a Unit which will increase the insurance rates on the Unit, Common Elements or any portion of the Community, or which will obstruct or interfere with the rights of any other Residents.

18.6 No Person may speak, sing, play a musical instrument, operate a radio, phonograph, television or sound amplifier, or create or cause to be created, any noise or sound in such a manner or at such a level as to disturb or annoy other Residents.

18.7 No Person shall make repairs to plumbing or electrical wiring within a Unit except by employing a properly licensed plumber or electrician. Plumbing and electrical repairs made within a Unit shall be the financial responsibility of the owner of the Unit.

18.8 The interior of the Unit may not be altered in any manner which will affect the structural elements of the Building or its electrical, mechanical, plumbing or air-conditioning systems, or any of the Common Elements, without prior, written consent of the Association. Requests for architectural repairs and alterations must be applied for in writing addressed to the Board in time to allow for consideration and approval before the work begins.

18.9 The Owner or Resident shall allow the Board or agents or employees of the Association to enter the Unit for the purpose of maintenance, inspection, repair, replacement or improvement within the Unit or Common Elements, or in case of emergency threatening the Unit or the Common Elements, or to determine compliance with the provisions of the Condominium Documents including the Rules and Regulations. Except in the case of emergency or required routine maintenance (by way of example, but not limitation, fire alarm inspections) entry will be made by appointment with the Resident.

18.10 A Resident shall maintain in a clean and sanitary manner and in good repair, the Unit and all interior surfaces within or surrounding the Unit, including the walls, ceilings and floors, whether they are a part of the Unit or of the Common Elements, and shall maintain and repair all fixtures, plumbing and appliances therein, and pay for any utilities separately metered to the Unit.

18.11 Owners and Residents are responsible to maintain hot water heaters, appliances, supply lines to toilets, sinks, dishwashers, ice makers and washing machines in proper working order.

18.12 If an Owner or Resident is not in occupancy for a period of 7 days or more the main water supply valve must be turned off along with the breaker to the hot water heater.

19. LEASING OF UNITS. In order to maintain a community of congenial and responsible Residents with the objective of protecting the value of the Units and facilitating a stable, quiet Community and peace of mind for all Residents, the leasing of a Unit by an Owner is subject to the following provisions, which provisions each Owner of a Unit covenants to observe.

19.1 Procedures. All leases of Units must be in writing. A Unit Owner may lease only his entire Unit, and then only in accordance with the following:

19.1.1 Notice. All Owners intending to make a lease of his or her Unit shall give to the Board, through Management or its designee, written notice of such intention at least fifteen (15) days prior to the proposed lease, together with the name and current address of the proposed Tenant, a copy of the proposed lease and such other information as the Board may reasonably require.

19.1.2 Applications. Applications for authority to lease shall be made to the Association on such forms and include such terms as the Board may, from time to time, promulgate. The legal responsibility for paying assessments may not be delegated to the Tenant.

19.1.3 Pets. Tenants are not permitted to have pets in the Community.

19.2 Term of Lease and Frequency of Leasing. Unit Owners shall be permitted to rent their Unit(s) either seasonally or annually for a minimum period of thirty (30) days. No subleasing or assignment of lease rights by the Tenant is allowed.

19.3 Occupancy During Lease Term. No one but the Tenants and the Tenant's Family and Guests may occupy the Unit during the term of a lease.

19.4 Occupancy in Absence of Tenant. If a Tenant absents himself from the Unit for any period of time during the lease term, his Family already in residence may continue to occupy the Unit and may have Guests subject to restrictions found elsewhere in the Condominium Documents. If the Tenant and all of the Family members mentioned in the foregoing sentence are absent, no other Person may occupy the Unit.

19.5 Lease Application Requirements. The Lease Application Form attached as **Exhibit "B"** hereto is the basic information that the Association obtains in connection with lease approval. Upon receipt of this form and a copy of the proposed lease and approval of same, the Association authorizes Management to provide the Tenant entry into the Community via electronic entry and exit control gate system by issuing a temporary identification code which is valid for only one day, and cannot be renewed. The single day entry code will allow the authorized Tenant to enter the Community and proceed to the leased property location where, upon entry to the property using keys provide by the rental agent or Unit Owner, the Tenant should find two (2) white magnetic gate entry cards that have been left in a designated location for the Tenant by either the Unit Owner or his/her authorized rental agent. The Tenant should also locate and read the brochure containing these Rules and Regulation and locate and utilize the two temporary Parking Permits also placed in the same location by either the Unit Owner or the authorized rental agent. Parking in the Community is by permit only and towing at the violator's personal expense is enforced in the entire Community. All move in and move out date must

be scheduled with Management Agent. There is a per applicant fee associated with the processing of this lease application form and it is the responsibility of the lease applicant to pay this fee. The Board shall set the fee from time to time, but it shall not exceed the maximum fee permissible by law (currently \$100 per applicant, with applicants in the same Family being considered a single applicant. The Board, a committee appointed by the Board, or Management, as the Association shall direct, must receive the Rental Application Form prior to granting entry into the Community, and both the rental agent(s), the Unit Owner(s), and the Tenant(s) by submission of this Rental Application Form do specifically consents, understands, and agrees that parties requesting permission to enter and reside in the property(s) located in the Community have read the Condominium Documents, understand, and agree to observe and abide by the Condominium Documents. Violations may result in a fine being levied against the Unit Owner by the Association, suspension of use rights of certain Common Property, or the Association requiring the removal of the Tenant, or other legal action.

19.6 Rental Advertisements. Pursuant to each of the Declarations of Condominium, no lease of a Unit shall be for a period of less than thirty (30) consecutive days. Accordingly, no Unit Owner nor anyone on their behalf, shall publish or cause to be published any advertisement of any type in any form of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, that indicates that a Unit or Units may be leased for anything less than thirty (30) consecutive days.

19.7 Incorporation of Condominium Documents into Lease Agreements. All leases will be deemed to provide that the Tenants have read and agreed to be bound by the Condominium Documents. All leases shall further be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant and all other Occupants to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, Resident, other Unit Occupant, or any Family member thereof, Guest, Invitee or other Person fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of such Persons and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant's conduct (and that of the other Unit Residents, Occupants, Guests, Invitees or other Persons) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant or other Persons into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' or other Persons' noncompliance with the Condominium Documents, including, without limitation the right to institute an action for eviction against the Tenant and other appropriate Persons in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the Unit Owner. All leases will be deemed to provide that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full.

20. GUEST OCCUPANCY. A "Guest" is defined as a Person who enters the Community at the invitation of a Unit Owner or Tenant, (or their respective Families) for the purpose of visiting the Unit Owner or Tenant (or their respective Families), occupying the Condominium Unit for less than thirty (30) days during any calendar year, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a Guest usage from a tenancy. Any Person occupying a Unit for

more than thirty (30) days in a calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and may be considered a Resident or Tenant.

20.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence.

There is no restriction against day visits by Guests, provided that same does not create a nuisance or annoyance to other Community Residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight Guests need not be registered with the Association, but may be subject to access control protocols or procedures used generally, if any. Non-overnight Guests shall be entitled to use the Community facilities only when accompanied by the Unit Owner or Tenant (or a member of the Unit Owner's or Tenant's Family), unless otherwise approved by the Board. The Board may establish additional restrictions on non-overnight Guest usage of Community facilities, including but not limited to the maximum numbers of Guests who may use Common Property.

20.2 Overnight Guests When Unit Owner or Tenant is in Residence.

Unit Owners and Tenants (and their respective Families) may have related or unrelated overnight Guests, so long as the Unit Owner or Tenant is in simultaneous residence. There is no requirement for registration of overnight Guests with the Board when the Unit Owner or Tenant is simultaneously occupying the Unit. The Association may restrict or prohibit Guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. No more than two (2) Persons per bedroom, plus two (2) (including the Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit.

20.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant.

Unit Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or Tenant is absent from the Community. Unit Owners and Tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Common Property, such as recreational facilities (including but not limited to the pool and fitness center).

20.4 Overnight Guests in the Absence of the Unit Owner or Tenant.

Tenants are not permitted to have overnight Guests (related or non-related) in the absence of the Tenants' simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the following conditions, and such other Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

20.4.1 Non-Related Overnight Guests in the absence of the Unit Owner is not permitted.

20.4.2 Related Overnight Guests may occupy a Unit in the absence of the Unit Owner. For the purpose of this provision, "related" means at least one adult who is occupying the Unit on an overnight basis, in the absence of the Unit Owner, is related to the Unit Owner or Primary Occupant (by blood, marriage, domestic partnership or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on Unit density in Rule 20.2 applies. Ten (10) days prior notice to the Association is required.

21. EXCLUSIVE USE OF CLUBHOUSE.

21.1 The "Clubhouse Use Agreement" is attached hereto as **Exhibit "C"**.

21.2 There is a non-refundable fee of one hundred and fifty dollar and no cents (\$150.00), plus the cost of an Enforcement Officer for the duration of the rental period at the rate charged to the Association (the “Clubhouse Fee”) for the reserved use of the Clubhouse pursuant to Section 5.6 of the Master Declaration and to compensate the Association for expenses incurred by an Owner having exclusive use of the premises.

21.3 No exclusive use of the Clubhouse will be permitted unless and until the Clubhouse Use Agreement is executed and the Clubhouse Fee is paid by the User named in the Clubhouse Use Agreement.

22. DISCLOSURE REGARDING SECURITY. Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant or user of any portion of the Condominium Property, including, without limitation, Residents and their Families, Guests, Tenants, Invitees or for any property of any such Persons. Without limiting the generality of the foregoing:

22.1 It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

22.2 The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Lee County, and/or any other jurisdiction or for the prevention of tortious or criminal activities; and

22.3 Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any Person(s), even if Assessment funds are chosen to be used for any such reason.

Each Unit Owner and each other Person having an interest in or lien upon, or making any use of, any portion of the Condominium Property shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, “Association” shall include within its meaning all of the Association’s Directors, Officers, Committee Members and other Persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

23. COMPLIANCE WITH FAIR HOUSING LAWS. There shall be no limitation upon sale, lease, or occupancy of any Unit or the enjoyment of any property within the Community based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, or permit reasonable modifications in the Community, when necessary to afford handicapped individuals the opportunity to enjoy the Community premises, or to comply with other legal requirements.

ARC REVIEW PROCEDURES AND GUIDELINES

Introduction

The intent of the Architectural Review Committee (ARC) is to ensure a consistent standard of design excellence and a high level of aesthetic quality throughout the Community. The consistent application of these requirements will help to protect property values within the Community.

These policies incorporate the basic design criteria for the Community. Realization of the goal of an exceptional Community depends on the cooperation of property owners, designers, builders and contractors to follow the architectural control standards and guidelines set forth by the ARC. From time to time, the Board may amend these guidelines.

In addition to these Guidelines, the committee strongly encourages property owners to review and become familiar with the Condominium Documents which are essential in maintaining uniformity.

Architectural Review Committee and the Review Process

The Board shall appoint the ARC. The Board may act as or in lieu of the ARC. The ARC administers the design review process for all exterior changes in the Community. The ARC will meet upon demand of an existing application or if called or by the order of the Board of Directors.

Article XIX of the Declarations of Condominium state, in pertinent part, “that owners must first submit plans for such work to the Board NO ALTERATION OR IMPROVEMENT OR ADDITION TO A UNIT OR TO ANY OF THE LIMITED COMMON ELEMENTS TO WHICH AN OWNER HAS AN EXCLUSIVE RIGHT TO USE, SHALL BE MADE.”

Submission of application requirements shall be made to:

Island Management
PO Box 100
Attn: Bellamar ARC
Sanibel, FL 33957

The property owner is responsible for complying with the provision of these Guidelines, initiating the reviews and obtaining the required approvals. There are no exemptions or automatic approvals and each application will be reviewed on an individual basis.

Review

The ARC will review the application and accompanying information for completeness. Submissions that do not have the necessary information for review shall be deemed to be incomplete and will be returned to the property owner. Complete submissions will be added to the ARC’s agenda for review at its next meeting. The ARC may request further information to render a decision.

The ARC will endeavor render a decision and respond in writing within 45 days after receipt of the fully completed application and other requested information, if any. However, a review in decision for most applications generally will be provided at the next ARC meeting following complete submission.

Approvals

The ARC's approval of any proposed modification or alteration is with its sole discretion.

Approval by the ARC does not relieve the Owner of the responsibility of obtaining all other necessary approvals and permits required by Lee County, the State of Florida and other agencies having jurisdiction over the project or improvement and for meeting any and all local building codes, especially legal requirements for hurricane shutters.

Notification of the ARC's final approval constitutes an agreement by the Applicant not to deviate from the approved plan unless such proposed deviation has been submitted to the ARC and has been expressly approved by the ARC.

After Approval

If the property owner desires to make any changes to the approved plan during construction, Management must be notified in order to determine whether these changes are major and whether a revised application needs to be submitted. Construction must be completed as approved and any changes from the original plan must be approved prior to the start of construction. Additionally, work must commence within 30 days of ARC approval.

Inspection and Compliance

Upon completion of any construction or alteration, Management or a representative of the ARC may inspect the property to confirm that construction is in compliance with the approved plans.

Violations

In the event of a violation, management shall seek to obtain compliance informally. If these efforts fail, legal remedies may be pursued.

Modification/Alteration Submission Requirements

Since modifications may vary greatly in scope and complexity, submission requirements will also depend upon the specific improvement or modification.

All modification/alterations require submission of a complete **Architectural Modification Application Form**, which is included as part of these Guidelines.

A complete application will generally include:

- A brief written description of the modification/alteration
- 1/4" scaled drawings showing what is proposed
- A brochure or manufacturers "cut sheets" of what is proposed
- Material and/or color samples

The completed application and related materials should be sent to:

Island Management
PO Box 100
Attn: Bellamar ARC
Sanibel, FL 33957

Air Conditioners / Heat Pumps

Utilities and related mechanical and electrical equipment such as air conditioners, heat pumps, condensers, meters, etc. shall be located in the location as designated by the Developer.

The size and appearance of the proposed air conditioner, heat pump, may not be larger than 32” wide x 32” deep x 42” height.

Through-the-wall and window mounted units are prohibited.

Antennas/Satellite Dishes

Antennas/satellite dishes shall be selected and located, to the extent possible, to minimize their appearance. They must be one meter (39”) or less in diameter.

Antennas/satellite dishes must be mounted on a stationary pole. Antennas/satellite dishes may not be affixed to any building, fence, structure identified as a common element or limited common element.

In all cases, all wiring must be secured and concealed as much as possible. Satellite dishes shall be gray in color and no commercial advertising is allowed except for the brand name.

Awnings

Awnings are not permitted.

Screen Doors

Screen doors must be white framed aluminum with double screen/glass frames.

Landscaping

Changes to the Common Property landscaping is not permitted. Changes to landscaping located within a fenced in backyard will be limited to plants and shrubs that are consistent with the look of the Community. No trees, of any kind, may be planted in these areas.

Lighting

Changes to exterior lighting is not permitted.

Mailboxes

Mailboxes shall be of the same style and color as used during original construction.

Shutters

Hurricane shutters are not permitted to be installed year round. They are permitted to be installed upon notification of a named storm coming to our area. They must be removed no later than two days after the threat has passed.

All shutters will be beige in color and solid aluminum material. All hurricane shutters will meet the current legal requirements found in the local area.

Signs

Signs are not permitted on the Common Property, in Unit windows or in vehicle windows.

Waiver, Amendment and Third Party Benefit

The Board maintains the right from time to time, at its sole discretion, to amend or modify these Guidelines. Neither the ARC nor its agents, representatives shall be liable for failure to follow these Guidelines as herein defined.

Accuracy of Information

Any person submitting plans to the ARC shall be responsible for verification and accuracy of any such submission.

ARCHITECTURAL MODIFICATION APPLICATION

DATE SUBMITTED: _____

Unit Owner(s): _____

Address of Unit: Bldg: _____ Unit # _____

Telephone: (____) _____

Project: **Please describe in detail, including material and colors to be used as well as size, placement on property, etc. Please attach all plans, drawings, pictures, etc. pertaining to your project.*

Who is performing this work? _____ Self _____ Contractor
(If contractor, please give name, address and contact number. All contractors working on the premises must be licensed and insured)

Owner Signature: _____

_____ Approved By: _____ Dated: _____
(Name of ARC Member or Manager)

_____ Not Approved By: _____ Dated: _____
(Name of ARC Member or Manager)

Reason for non approval

LEASE APPLICATION FORM

RENTERS ARE NOT PERMITTED TO HAVE PETS AT BELLAMAR

Owner Name _____ Unit No. _____ E-mail _____

Rental Agent Name & Phone Number: _____

Primary Tenants Name _____
(One Name Only – this name will be listed on entry gate directory)

Lease Starts _____ Lease Ends _____ (ONE-MONTH MINIMUM!)

Tenant Address _____

Tenant Phone Number _____ Tenant e-mail Address _____

Names of all *other* occupants:

NAME

NAME

_____	_____
_____	_____
_____	_____

All overnight vehicles must have a parking pass. In order to obtain a pass tenants must provide, in person, a valid driver’s license and vehicle registration. Island Management will affix the pass to the registered vehicle.

Vehicle #1 Make/model _____ State & Tag# _____

Vehicle #2 Make/model _____ State & Tag# _____

Lessee has been provided the Condominium Documents and agrees, together with and on behalf of all Occupants, Guests and other Persons to abide by the Condominium Documents. If any conflicts arise between the lease, and the Condominium Documents, the provisions of the Condominium Documents shall take precedence. Lessee and Lessor acknowledge that they have been informed that the Bellamar at Beachwalk Condominium Association shall have the right to levy fine(s), suspend certain Common Property use rights, terminate any lease, or take appropriate legal action upon default by the Lessee in observing the Condominium Documents.

Tenant Signature	Printed Name	Date
Owner/Agent Signature	Printed Name	Date

A Check for \$100.00 NONREFUNDABLE, payable to “Bellamar at Beachwalk Condominium Association, Inc.” must accompany this lease registration form

Completed and *signed/dated* Lease Registration Form and check may be submitted as follows:

- (1) Hand-Deliver to Island Management 16956 McGregor Blvd, Fort Myers FL 33908 or Island Management 711 Tarpon Bay Rd Sanibel FL 33957

OFFICE USE ONLY:	VERIFIED BY _____
Identification Verified by the Following: (Please initial by form of ID verified)	
1. Drivers License: _____	
2. State Identification Card _____	
3. Utility Bill _____	
DATE: _____	CHECK #: _____
Vehicle _____	Parking Permit # _____
	TEMP / YEARLY
Vehicle _____	Parking Permit # _____
	TEMP / YEARLY

CLUBHOUSE USAGE AGREEMENT

THIS AGREEMENT is entered into by and between Bellamar at Beachwalk Condominium Association, Inc. (the "Association") and _____ (the "User").

The User is hereby granted the exclusive use of the Association Clubhouse Facilities (the "Clubhouse") on the following date: _____, 20__ from _____.M. to _____.M. subject to the following conditions which have been acknowledged and agreed to by the parties, as follows:

As consideration for the exclusive use of the Clubhouse, the User agrees to pay the Association a non-refundable fee of One Hundred and Fifty and no/100 Dollars (\$150.00), together with the actual cost of the uniformed patrolman's services (at their current rate), as authorized by Section 718.111(4), Florida Statutes (collectively referred to as the "Use Fee"). In addition to the Use Fee, the User agrees to pay Association a refundable fee of _____ (\$_), which shall serve to protect against damages to the Clubhouse (the "Security Deposit"). The Security Deposit will be refunded to User, in full, unless in the sole discretion of the Board of Directors of the Association, the Association President, or the Property Management Agent, it is determined that damages have been caused to the Clubhouse or if the Clubhouse is not left in a reasonably clean condition, in which case the Association will apply the Security Deposit monies toward the restoration cleaning, or repair of the Clubhouse. Said Security Deposit shall in no way constitute a limitation on the User's liability if the amount of damages to the Clubhouse were to exceed the Security Deposit amount. The Use Fee and the Security Deposit shall be paid in full in advance of User's scheduled use of the Clubhouse.

User hereby agrees to abide by and conform to all Rules and Regulations of the Association (as may be promulgated from time to time), and with all the provisions of the Association's Condominium Documents. In addition, User specifically agrees to the following:

- A. Exclusive use of the Clubhouse is only available to Unit Owners and Tenants in good standing with the Association and their guests.
- B. Reservations must be made through the Property Management Agent.
- C. The Association will not permit use when there is a regularly scheduled or special event scheduled to occur in or about the Clubhouse.
- D. No more than 34 persons shall be permitted in or around the Clubhouse in connection with the exclusive use granted herein.
- E. Maximum length of occupancy during the rental period is eight (8) hours including setup and breakdown. The Clubhouse must be vacated by 10:00 P.M.

In no event shall a key to the Clubhouse be given to the User. Access and use of the Clubhouse will be controlled by a Rule Enforcement Officer, who will be selected by the Association. The Rule Enforcement Officer must be present at all times that the Clubhouse is occupied by the User.

- F. Smoking is not permitted inside the Clubhouse at any time. Smoking may only take place in the designated smoking areas outside of the Clubhouse.

- G. Alcoholic beverages may NOT be carried outside to the Lanai, Pool Deck or the parking lot. Illegal drugs and/or drug paraphernalia ARE NOT allowed in the Bellamar Community.
- H. Loud music or disturbances are NOT permitted.
- I. Pool parties may NOT be associated with Clubhouse usage.
- J. Cooking or grilling of food in the Clubhouse or on Clubhouse property is not permitted at any time.
- K. No modification and/or alterations shall be permitted to the Clubhouse. Decorations are limited to balloons, flowers and centerpieces. The use of tape on walls, window glasses, doors or the ceiling is prohibited.
- L. User must furnish all paper products, beverages, eating utensils, coffee, sugar, paper cups, etc.
- M. The Association agrees to conduct a “walk through” of the Clubhouse with the User prior to the use for the purposes of determining the original condition. The Clubhouse must be restored to its original condition immediately after use of the Clubhouse. The Association will wash the floors. User is responsible for supplying necessary cleaning supplies, paper towels, trash bags, etc. User is solely responsible for “clean up” of the Clubhouse after the period of use, including but not limited to the following:
 - i. Return furniture to original location;
 - ii. Clean sink, counters, and stove;
 - iii. Remove all food and containers from the Clubhouse;
 - iv. Remove all garbage from the Clubhouse and place in the dumpster located next to the Clubhouse; and
 - v. Replace plastic garbage can liners.

The Clubhouse must be restored to its original condition before the Clubhouse is to open the next morning. No food may be left out in the open or in the Clubhouse overnight.

- N. Upon leaving the Clubhouse, User agrees to:
 - i. Turn off fans;
 - ii. Turn off lights; and
 - iii. All doors will be secured by uniformed patrolman.

User hereby agrees to hold Association harmless and to indemnify it against any liability for personal injury and property damage that may arise or accrue by reason of the use by User, his family, guests, agents and other invitees of the Clubhouse. User hereby expressly releases, indemnifies and holds Association harmless from any and all claims for loss, damage, injury or death which may be

EXHIBIT “C” TO RULES AND REGULATIONS

sustained by User, his family, agents, employees, patrons or guests. User understands and agrees that the use of the Clubhouse described herein is at his/her own risk.

User shall not injure, nor mar, or in any manner deface the Clubhouse premises and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced. Additionally, User is responsible for ensuring that no building contents are removed from the Clubhouse. An inventory of the building contents is on file with the Property Management Agent. If said premises, during the term of this Agreement, shall be damaged by the act, default or negligence of the User, or of any of the User's agents, employees, patrons, guests or any persons admitted to said premises on User's behalf, or if any of the building contents set forth on the inventory on file with the Property Management Agent are removed from the Clubhouse during the User's scheduled use of the Clubhouse, User shall pay to Association upon demand such sum as shall be necessary to restore said premises to their present conditions.

User hereby agrees to assume all responsibility for insurance respecting the Clubhouse during use under this Agreement and to assert no claim of coverage under any insurance policy of the Association during the period of such use. User's proof of insurance reasonably acceptable to the Association shall be a condition precedent to any use of the Clubhouse. The existence of insurance shall in no way limit the User's obligations and/or liability hereunder. Association has the right to require that any policy of insurance specifically include the Association as an additional insured.

User will comply with all laws of the United States, the State of Florida, all ordinances of Lee County and all rules and requirements of the local police and fire departments, and will pay any taxes or fees due to any authority arising out of User's use of the facilities.

The Association may elect to institute suit against the User to enforce the payment of any sums due hereunder. Such sums if not paid when due shall bear interest from the due date until paid at the maximum rate as allowed by law. Nothing in this Agreement in any way limits the Association's remedies with respect to the enforcement of this Agreement or the Condominium Documents.

User shall be responsible for any attorney's fees and costs incurred by Association in enforcing any of the provisions of this Agreement, including pre-litigation attorney's fees and costs.

User may not assign his/her/their right or interest under this Agreement.

I, THE USER, HAVE READ THE FOREGOING TERMS AND CONDITIONS AS WELL AS THE RULES AND REGULATIONS REGARDING RENTAL AND/OR USE OF THE CLUBHOUSE AND SPECIFICALLY AGREE TO BE BOUND BY SAME, I FIND THIS AGREEMENT FAIR AND REASONABLE AND CONSENT AND AGREE TO THE FOREGOING TERMS:

USER (INDIVIDUAL)

USER (GROUP)

Print Name: _____
Date: _____

By: _____
Print Name: _____
As Its: _____
Date: _____

THE UNDERSIGNED, ON BEHALF OF THE ASSOCIATION, CONSENTS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS:

ASSOCIATION

By: _____
_____, President
Date: _____

RULE GOVERNING POSTING OF NOTICE

Pursuant to Section 718.112(2)(c) of the Act, the official location for posting notice of Association meetings is bulletin board on the west-side of the clubhouse.

This does not preclude posting at other locations.

RULE GOVERNING UNIT OWNER PARTICIPATION AT MEETINGS

WHEREAS, Section 718.112(2)(c) of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at meetings of the Board; and

WHEREAS, Section 718.112(2)(d)7. of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at Unit Owner meetings; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statutes.

NOW THEREFORE, the following rules regarding Unit Owner participation at meetings are adopted:

A. BOARD AND COMMITTEE MEETINGS

1. Board and Committee Meetings Defined.

(a) “Board Meeting” is defined as a quorum of Directors gathered to conduct Association business.

(b) “Statutory Committee Meeting” is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

(c) “Statutory Committee” means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

2. Attendance at Board or Statutory Committee Meetings. Unit Owners have the right to attend Board and Statutory Committee Meetings except as provided by law. No person other than a Unit Owner shall be permitted to attend such Meetings, unless permitted by the Chairman of the meeting. Unit Owners do not have the right to attend meetings of any Committee which is not a Statutory Committee, unless permitted by the Committee Chairman or required by law.

3. Participation at Meetings.

(a) Unit Owners have the right to speak at Board and Statutory Committee Meetings. No other person shall be permitted to speak at such Meetings, unless permitted by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted.

(c) A Unit Owner will only be permitted to speak once in reference to each designated agenda item, unless otherwise requested to speak again by the Chairman of the Meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item unless approved by the Chairman of the Meeting. Other Unit Owners cannot “yield” their time for the purpose of extending a Unit Owners time

limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the discussion and voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements regarding designated agenda items.

4. Taping of Meetings.

(a) Unit Owners may tape record or videotape any Meetings of the Board or Statutory Committee.

(b) A Unit Owner desiring to tape record or videotape a Board Meeting or Statutory Committee Meeting shall submit a written notice to the Secretary or Manager at least five (5) minutes before the start of the Meeting advising that the meeting will be tape recorded or videotaped. A separate written notice must be made for each meeting the Unit Owner desires to tape record or videotape.

(c) No tape recording or videotaping of any Meeting shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

B. UNIT OWNER MEETINGS

1. Unit Owner Meetings Defined. "Unit Owner Meetings" is defined as a quorum of Unit Owners gathered at a lawfully noticed meeting to conduct official Association business.

2. Attendance at Unit Owner Meetings. Unit Owners have the right to attend Unit Owner Meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner's proxy shall be permitted to attend Meetings, except agents of the Association or persons permitted by the Chairman.

3. Participation at Unit Owner Meetings.

(a) Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at Meetings, except agents of the Association, designated proxies, or those persons permitted to speak by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or majority vote of those present (in person or by proxy) at the meeting.

(c) A Unit Owner will only be permitted to speak once in reference to each agenda item. A Unit Owner statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the

calling of the agenda item upon which the Unit Owner will make a statement, but prior to the voting of the Unit Owners upon that agenda item.

4. Taping of Unit Owner Meetings.

(a) Unit Owners may tape record or videotape Unit Owner Meetings as permitted by law. A Unit Owner desiring to tape record or videotape such a Meeting shall submit written notice to the Secretary or Manager at least five (5) minutes prior to the start of the meeting.

(b) No tape recording or videotaping of Unit Owner Meetings shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

C. ENFORCEMENT OF MEETING RULES

1. Fines. The Board of Directors may, in accordance with the fining authority and procedures set forth in the Condominium Act, levy a fine against any person who fails to comply with this Rule.

2. Legal Action. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with this Rule.

3. Other Remedies. Nothing in this Rule shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

RULE GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS

WHEREAS, Section 718.111(12)(c) of the Act provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statute.

NOW THEREFORE, the following rules governing inspection of the Official Records of the Association are adopted:

A. RECORDS DEFINED. The Official Records available for inspection and copying are those designated by the Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

B. RECORDS AVAILABLE. No records other than those defined above shall be available for inspection or copying.

C. PERSONS ENTITLED TO INSPECT OR COPY. No Unit Owner, or the Unit Owner's authorized representative, shall have any right to inspect or copy the records of the Association, except as permitted by law. All references to Unit Owner will include a Unit Owner's authorized representative. No other person shall be permitted to inspect or copy the Association records, unless approved by the Board or the President or unless required by law.

D. INSPECTION AND COPYING.

1. A Unit Owner desiring to inspect or copy Association records shall submit a written request by regular U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association: c/o Island Management Group, Post Office Box 100, Sanibel, Florida 33957, or the official address of the Association, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.

Requests by facsimile transmission, electronic mail (e-mail) or other means do not comply with this Rule. Verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

A Unit Owner's inspection request shall be deemed received as follows. If sent by regular U.S. Mail, five days after the date of post-mark on the letter transmitting the request. If by U.S. Certified Mail, Return Receipt Requested, the date that the receipt card was signed for by the Association.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying and shall be conducted solely by the Unit Owner signing the inspection request, or their authorized representative. No inspection or copying of any other records shall be permitted. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may

inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

3. A Unit Owner shall not submit more than one (1) written request for inspection or copying of records per calendar month.

4. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in the County where the Condominium is located or within forty-five (45) miles of the Condominium. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

5. Records shall generally be made available for inspection by the Association on or before the fifth (5th) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Unit Owner or for good cause. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10th) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than nine (9) hours in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month.

6. If, at, or subsequent to inspection, a Unit Owner desires to have a copy of a record, the Unit Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If, however, the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company. Copies made by an outside source shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies

will be available at the place where Official Records are kept. **Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place.** As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

7. The Association shall allow a Unit Owner or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Unit Owner or his or her authorized representative with a copy of such records. The Association may not charge a Unit Owner or his or her authorized representative for the use of a portable device.

8. A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed fifteen cents (\$.15) per page and absent a Resolution by the Board to the contrary, copies shall be charged at fifteen cents (\$.15) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received.

9. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. However, if records are kept on computer format, the Association may print such records to paper. The Association shall not be obligated to allow Unit Owners to access the Association's computer system, nor shall it be required to make copies of computer records which may violate copyright laws, licensing laws or agreements, vendor agreements, or which involve proprietary software or computer data. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Unit Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

10. The Association may comply with its obligation to make Official Records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If the Association provides access to Official Records through a computer supplied by the Association or the office in which records access is being conducted, the person inspecting the records shall not e-mail the records inspected to any other computer, person, or e-mail account, review other content or programs on said computer, nor otherwise in any fashion download, forward, or otherwise transmit or manipulate the data he or she reads during the inspection of the records by review on electronic mail, internet or computerized format. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

E. MANNER OF INSPECTION.

1. For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner of the

Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.

2. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

F. ENFORCEMENT OF INSPECTION AND COPYING RULES.

1. Any violation of these Rules may result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

2. Any requests for inspection and copying not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying and shall indicate how the request fails to comply herewith.

3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including the levy of fines.

4. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

5. The President of the Association, or the Manager (under the direction of the President), shall have the authority to interpret and implement the provisions of this Rule and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

RULE GOVERNING UNIT OWNER INQUIRIES

WHEREAS, Section 718.112(2)(a)2 of the Act provides that the Association, through its Board of Directors, may adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple “inquiries” filed by Unit Owners.

NOW THEREFORE, the following Rule is adopted:

1. An “inquiry” is defined as a question, which specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.
2. An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed: c/o Island Management Group, Post Office Box 100, Sanibel, Florida 33957, or the Association’s Registered Agent, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.
3. All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association, or the address contained on the document constituting the inquiry.
4. The Association is only obligated to respond to one written inquiry per Unit owned in any given 30-day period. The Association shall respond to each pending inquiry, as required by law. A Unit Owner’s submission of more than one inquiry per Unit owned during a thirty (30) day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall result in the Association only responding to the first inquiry received. In such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30) day period, or periods, as applicable.
5. Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association’s substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.
6. Should any Unit Owner inquiry involve privileges pertaining to pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner if such would result in a waiver or violation of any privilege.
7. Any violation of this Rule shall be deemed a violation of a rule of the Association, and shall subject the Unit Owner to all remedies provided by Florida Law and the governing documents with respect to same, including the levy of fines.

RULE GOVERNING LENDER QUESTIONNAIRES

WHEREAS, Section 718.111(12)(e), Florida Statutes (2014) provides:

1. The association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the condominium or the association other than information or documents required by this chapter to be made available or disclosed. The association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the association in connection with the response.

2. An association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."; and

WHEREAS, the Association receives a significant number of requests from prospective purchasers and prospective purchasers' lenders regarding various information regarding the Condominium and the Association (hereinafter "Lender Questionnaires"); and

WHEREAS, the Lender Questionnaires are presumably used in part to determine whether a mortgage loan will be given for acquisition of a Unit within the Condominium; and

WHEREAS, the Association is under no legal obligation to respond to Lender Questionnaires; and

WHEREAS, the Association nonetheless believes it to be in the best interest of the Association to facilitate the transferability of Units in the Condominium and to a reasonable degree, assist with processing requests for Lender Questionnaires; and

WHEREAS, the Board wishes to adopt a written policy to provide guidance to the Association, the Board, and Management (the Association's licensed Community Association Manager and/or Community Association Management Firm) with respect to processing Lender Questionnaires,

THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Association, through management, shall use reasonable efforts to respond to Lender Questionnaires.

2. If Management, in consultation with the President, believes that any particular request for a Lender Questionnaire is unduly burdensome, is accompanied by direct or indirect threats of potential legal action, or if the deadline for a required response is too short to reasonably process the request, the Association may decline to process such request and may (but shall not be

obligated to) simply inform the requestor that the Association is unable to respond to this particular request in accordance with the Association's policies.

3. The Association establishes a fee (hereinafter "Lender Questionnaire Processing Fee") of \$150.00 to process Lender Questionnaires.

4. The Association shall require that the Lender Questionnaire Processing Fee be paid in advance, before the Association begins to process the request for completion of a Lender Questionnaire. The Association's entitlement to the fee shall not be dependent upon any third party being satisfied with the time-frame in which the Lender Questionnaire is completed, nor its completeness, content or accuracy.

5. If the Association's representatives are unable to answer any question or provide other information requested by a Lender Questionnaire, because the Association is not reasonably possessed of such information, the Association shall respond to such question or request for information by stating "Information Not Available" or a similar summary statement.

6. If completion of Lender Questionnaire requires the provision of answers or information which would require review by the Association's attorney, the Association shall request its attorney to provide a "not to exceed" fee quote for providing such information and shall require pre-payment of such fee as a condition of processing the Lender Questionnaire. The attorney may bill the Association directly and the Association shall use the pre-paid funds toward payment of that invoice. Any excess funds will be refunded to the person requesting the Lender Questionnaire. The Association's consultation with its legal counsel in completing a Lender Questionnaire shall not create an attorney-client relationship in any third party, including any Unit Owner or person requesting the completion of a Lender Questionnaire.

7. The Lender Questionnaire Processing Fee shall be allocated between the Association and Management as per any relevant terms of the Association's management agreement.

8. Responses to Lender Questionnaires shall always include the following statement:

9. The responses herein are made in good faith and to the best of my ability as to their accuracy.

10. It is intended that to the extent any discretion needs to be exercised in the implementation of this Resolution on a day-to-day basis, Management, in consultation with the President, shall be delegated such discretion.

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