



MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

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REVISION SUMMARY

A summary of changes included with this revision is provided below.

Modification	Description	Document Link
Revision of the heading hierarchy and the addition of a Table of Contents.	The document hierarchy is revised to provide consistent paragraph numbering and indentation. A Table of Contents is added to provide direct linkage to individual sections for ease of reference. Also, a link to navigate back to the table of contents is included in the footer section.	n/a
The addition of a Revision Summary	A table that summarizes the major changes with this revision of the Rules and Regulations is provided.	Page <u>1</u>
Removal of Declarant requirements	Removal of statement providing protection for the Declarant	Page 4
The addition of a section on Committees	A new section is added to provide a standard set of rules and regulations for all committees. To avoid ambiguity, the Architectural Control Committee is referred to as the ACC throughout the document.	Page 6
The revision of architectural guidelines for awnings	Guidelines for awnings are revised to provide specific requirements. An appendix is included providing allowable fabric selection.	Page 10
Exterior lighting requirements	Modifications were made to the parameters surrounding holiday lighting timeframes.	Page 10
The revision of architectural guidelines for pools and spas	Guidelines for pools and spas are clarified. A separate architectural guideline section for in-ground pools is added.	Page 10
The addition of architectural guidelines for screening of outdoor equipment	A new section is added to provide guidelines for screening items of equipment from being seen from the street or neighboring properties.	Page 10
Fountain and Sculpture Requirements	Regulations for fountains and sculptures were specified more than previously provided for.	Page 11
The addition of architectural guidelines for mulch replacement	A new section is added to provide guidelines for replacing mulch with landscaping stone.	Page 11
Outdoor Furniture Requirements	Outdoor furniture requirements were further specified	Page 11

Modification	Description	Document Link
The clarification of architectural guidelines for solar panels	Clarification is provided with respect to the allowable solar panel installation locations.	Page 12
The revision of Propane Storage guidelines	Clarification is provided regarding the prohibition of above ground propane tanks.	Page 12
The clarification of Rear Yard Drainage Easement restrictions	Clarification is provided regarding the pre-approval requirements and other criteria for alterations and additions within the rear yard drainage easement of non-lake lots.	Page 13
Irrigation modification requirements	Delegate the responsibility of elective irrigation changes	Page 13
ACC Insurance Requirements	Removal of statement identifying a specific insurance requirement	Page 14
The revision of Additional Guidelines for Fences	The requirement for fence pickets to be no more than 4 inches apart is added.	Page 14
Fence door requirements	Added language to clarify items for consideration when considering door placement	Page 15
Propane tank storage	No above ground propane tanks large than 20lbs	Page 16
The revision of Additional Guidelines for Permanent Generators	A provision for the ACC to require the inclusion of noise mitigation equipment is added.	Page 17
Recreation and play equipment	Add in term “recreational and play equipment” throughout trampoline requirement section	Page 18
The revision of Hurricane Season and Hurricane Shutter guidelines	Rules are revised to allow for hurricane shutters to remain installed/closed under certain conditions and certain times including, in particular, throughout hurricane season. Color guidelines for hurricane shutters are provided.	Page 20
The revision of Landscaping Material guidelines	Guidelines are revised to allow for an Owner to replace a plant with an identical plant without ACC approval.	Page 21
Air drying requirements	Remove language preventing clotheslines	Page 21
The addition of a section on Decorative Items	A new section is added to specify allowable decorative items, their locations, and quantity limits. Also, specific details for the allowable display of flags and for the allowable installation of a flag pole are provided.	Page 22

Modification	Description	Document Link
The addition of a section on landscape maintenance and placement	Based on recommendations as provided by the Landscape Committee, a new section is added that specifies various landscaping guidelines.	Page 23
The addition of guidelines on road usage	Road usage guidelines as previously approved by the Board are incorporated.	Page 26
The revision of Golf Cart guidelines	The requirement that golf carts may only be operated by a licensed driver is clarified. The requirement that all golf carts must be registered with the property manager is added.	Page 27
The addition of a section that provides bicycle guidelines	Usage guidelines for bicycles are incorporated including conditions for applicable safety equipment, conditions for operating on the sidewalk, and requirement to follow rules of the road that are consistent with applicable government regulations for public roads.	Page 28
The revision of Animals and Pets guidelines	A limit of no more than three pets per household is added. The requirement for certain pets, including all cats and dogs, to be registered with the management office is added.	Page 29
The revision of the Leasing of Homes section	For clarification, certain existing requirements within the Declaration for the lease and lease renewal process are added.	Page 32
The addition of a section on abandoned property	Clarifies that any statutory time constraints for landlords to treat tenant property as abandoned does not waive any Association rules for that Owner including removal of personal property from areas visible from the street.	Page 34
The revision of General Use Restrictions for the Recreation Tract	Adds badging requirements. Consolidates and tabulates age restrictions in a single location. Incorporates a limit of four guests at any time per household. Clarifies adult supervision and host requirements. Incorporates the previously approved policy of allowing pets in the Clubhouse parking lot under certain conditions.	Page 35

Modification	Description	Document Link
The revision of Rules for the Clubhouse, Indoor Sports Complex, and Fitness Center	Incorporates previously approved change to operating hours. Specifically adds owner responsibilities for any damage that they or their family or guests might cause. Adds prohibition against horseplay or other disruptive behavior. Identifies exceptions to Sports Complex rules for community sponsored events in that facility.	Page 38
Clothing requirement for Clubhouse	Prohibit ability to access clubhouse with bare feet, chest or in a swimsuit.	Page 39
Horseplay in pool rule	Horseplay is prohibited	Page 39
Indoor Sports Complex Rules	Confirm time frame the Clubhouse is open for use and community event rules	Page 40
Fitness Center Rules	Confirm fitness center hours	Page 41
Age requirements for amenities	Eliminate age requirement statements as this is repetitive from prior sections	Page 41
The revision to Rules for the Pool Area	Clarifies the definition of the “pool area” and revises the restrictions on food, beverages, and intoxicants in the pool area.	Page 42
Glassware on pool deck	No glassware on pool deck	Page 43
The revision of Rules for Outdoor Courts	Incorporates the previously approved change in hours	Page 44

1. GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners. All initial capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easements for Marina Bay, as amended and/or supplemented from time to time (the "Declaration").

- A. Responsibility. With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of such Owner, and such Owner's family members, guests, invitees, tenants, contractors, and other persons for whom Owner is responsible, as well as for the actions of persons over whom Owner exercises control and supervision.
- B. Observance of Governmental Requirements. All applicable laws, ordinances, codes, orders, rules, regulations and requirements of all governmental bodies having jurisdiction (collectively, "Governmental Requirements") shall be observed. Violations of any Governmental Requirements relating to the Association Property or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.
- C. Improper Use. No improper, hazardous or unlawful use shall be made of the Association Property or any Home or Lot.
- D. Nuisance. No obnoxious activity shall be carried on at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. Nothing shall be done within the Association Property or any Home or Lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or such Owner's family members, guests, invitees and tenants using any portion of the Community.
- E. Disturbance. No loud noises or noxious odors shall be permitted. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.
- F. Violations. Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to the Marina Bay Documents (as defined in the Declaration), including all rules and regulations promulgated by the Association, and the Homeowners' Association Act (Section 720 of the Florida Statutes). All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owner(s) and, as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board or its designees in accordance with the Declaration and the Homeowners' Association Act.

- G. Enforcement. Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies for failure to comply with any Rule or Regulation, the Association may suspend any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use the Association Property and facilities (including, without limitation, the Recreation Tract) as provided in the Declaration. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible Owner(s) and, as appropriate, any violator(s). In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration and the Homeowners' Association Act.
- H. Revocation. Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.
- I. No Amendment. The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.
- J. Further Amendment. The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

2. COMMITTEE ACTIONS AND REQUIREMENTS

The Declaration specifies multiple Committees and their corresponding responsibilities to assist the Board in various tasks in the management of the Association. Those specified Committees as well as any other Committees as deemed appropriate by the Board shall conform to the following:

1. Each Committee will be established by the Board.
2. Each Owner who desires to join a Committee must submit a completed Committee Member Application to the Board for consideration. The Board will vote to approve or disapprove to appoint the Committee member at a duly noticed Board Meeting. The Board reserves the right to remove a Committee member as they deem appropriate.
3. Each Committee member must sign a Committee Member Responsibility Acknowledgement form upon becoming an approved member.
4. Committees will maintain a roster of active members contact information with the Management Office at all times.
5. Each Committee will appoint a Chairperson. The Chairperson will be selected by a vote of all Committee Members.

6. The Board will delegate tasks to Committees to complete as the Board deems necessary. Committees are not permitted to take on tasks or begin action on behalf of the Association without first receiving approval from the Board.
7. Except as specifically provided within the Declaration, Committees are formed to work in an advisory and research capacity and are not able to make decisions, contractual agreements or financial obligations on behalf of the Association. As per the Declaration, one such exception is the Architectural Control Committee (ACC), which is permitted to approve or disapprove modification applications or inspect modifications for completion and confirm or deny completion of the modification as described in the approved application. The ACC may also modify an application, modify the application process, or, in coordination with the Board, modify deposit and fee amounts, from time to time. Any such changes will be made at a duly noticed meeting. The role of the ACC is discussed further in Section 3.1.
8. Committees will hold meetings from time to time, as necessary to address matters assigned by the Board. These meetings must be attended by a quorum of Committee Members, or they will be considered an unofficial meeting, during which decisions cannot be made. These meetings will be duly noticed, with an agenda posted to the community bulletin board in the mail area, no later than 48 hours prior to the start of the meeting. All residents are permitted to attend the meetings. The format for agenda items and discussion, including resident input, will be in the same format as Board of Directors meetings.
9. Any decisions or recommendations must be made by a formal vote by the majority of a quorum of committee members at a duly noticed meeting.
10. Committees will keep minutes for each Committee meeting. Any votes for recommendations must be recorded in the meeting minutes, such as is required for the Board of Directors Meeting Minutes.
11. Any Committees requiring access to private property (privately owned lots/homes) must provide notice to the Management Office with ample time for a 48-hour notice to be provided to residents.
12. When access to private property is necessary, Committee Members must wear a yellow reflective vest (provided by the Association) at all times. Committee Members are not permitted at any time to enter into a private dwelling. The only exception to this rule is for the ACC to complete an inspection of a completed modification once a formal request for inspection is provided to the Management Office.
13. Should the Committee desire access to the Association owned utility vehicle to conduct business related to a Board requested task, the Committee shall request access to the utility vehicle with the Management Office to allow for it to be properly reserved. There is no guarantee the utility vehicle will be available if a reservation has not been confirmed.

3. ADDITIONS AND ALTERATIONS

As provided in the Declaration, no Owner shall make any improvement, addition or alteration to such Owner's Lot or the exterior of such Owner's Home without the prior written approval of the Architectural Control Committee ("ACC"). All requests for ACC approval of any Improvement (as defined below) must be on the form designated for this purpose by and available from the Association. No changes shall be commenced until such time as the Owner is in receipt of written approval from the ACC.

3.1. Architectural Control Committee (ACC)

All exterior improvements, additions, modifications, decorations or alterations to the Lot or Home (the "Improvement") shall be reviewed by and have written approval given by the ACC. The ACC shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions shall be accompanied by justification or reasoning for the Improvement and the security deposit, if any, required by the Board to cover the costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of an Owner's construction of improvements, additions or alterations to such Owner's Lot or exterior of the Home. The ACC shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the ACC fails to approve or disapprove a request in writing within 45 days of receipt of all requested plans, materials and information, unless a request is specifically deferred, the request shall automatically be deemed disapproved.

The ACC shall evaluate proposed plans and specifications submitted for its approval based on the architectural guidelines as included within these Rules and Regulations. Additionally, no proposed project shall be approved if, as determined by the ACC, it would either: (i) be detrimental to the appearance of the surrounding area of the Property as a whole; or (ii) result in changes to affected structures that would not be in harmony with the surrounding structures. Based on these objectives, the ACC shall employ the following minimum criteria for approval or rejection of requests:

1. Uniformity of type and design in relation to similar improvements.
2. Comparability of quality of materials as used in existing improvements.
3. Uniformity with respect to color, size and location.
4. Consistency with municipal requirements.

If approved by the ACC, all construction shall be subject to the terms and conditions set forth in the ACC 's approval, Marina Bay Documents and any applicable Governmental Requirements, including, without limitation, obtaining all proper permits.

3.2. General Guidelines for Additions and Alterations

Without limiting the generality of the criteria included within these Rules and Regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or

employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for Improvements. Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every of the following items:

- A. Painting. The painting, staining or varnishing of the exterior of the Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing improvements. Declarant's original paint color schemes provided to its original purchasers shall be the basis for determining consistency with existing improvements. No Home shall have the same exterior color scheme as either of the homes placed next to it whose front elevation is on the same street frontage. Except for touch-up, maintenance and/or repairs, the Owner of a Twin Villa shall not be permitted to paint any portion of the exterior of their respective Homes and any such painting shall be the same color as the other portion of the Twin Villa building.
- B. Metal or Aluminum Roofs. Metal or aluminum roofs shall not be permitted.
- C. Temporary Structures. No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.
- D. Antennae. No antennae, microwave receiving devices, satellite receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of Marina Bay Documents and the ACC to the maximum extent permitted by law. Satellite dishes which are reasonable in size (such as one (1) meter (39.37 inches) or less in diameter) may be approved, subject to any rules adopted by the Association relating to the location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.
- E. Driveways. For Twin Villa homes, the driveway shall not be allowed to extend beyond the width of the garage on either side. For Single Family homes, the width of the driveway on the side of the driveway closest to the property line shall not be allowed to extend beyond the outside width of the garage and the width of the driveway on the other side shall not be allowed to extend beyond the walkway to the front entrance. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and styles are consistent with existing improvements and it does not interfere with any existing utilities, as determined by the Association. Owner assumes the responsibility for continued maintenance, repair and replacement of the extended driveway areas. Declarant's original brick paver schemes provided to its original purchasers (on either a standard or optional basis) shall be the basis for determining consistency with existing improvements.
- F. Screen Enclosures. Approval for screen enclosures shall be limited to aluminum frame structures which are bronze color only and screen meshes on the enclosure which are a standard dark color (e.g., charcoal, bronze or black). Kick plates may be

approved which are no taller than 24 inches above the patio deck. Obscure screen materials shall be prohibited. No enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry, except where functionality of the front door of the home is affected, in which event the enclosure may be extended, but only to the extent the enclosure is no more than 48" from the front door of the Home. No aluminum or flat roofing material shall be permitted. Either the existing roof line may be extended, or a screen enclosure may be installed if approved by the ACC. The composition of all pitched roofs shall be consistent with the composition of the existing roof of such home.

- G. Awnings. Awnings may be installed in the rear of the home only. Awnings must be contained entirely within the screened lanai or extend no further than the flooring of an open patio. Awnings must be kept in the retracted position when resident is absent for more than seven (7) days. Owner is responsible for maintaining the awning free of mold, mildew, stains, rust and damage to the fabric or frame. Awning fabric color must be one of the pre-approved fabric colors and patterns on the "Approved Awning Fabric" list. See Appendix A.
- H. Exterior Lighting. Seasonal decorative lights, which may only be temporarily displayed from twenty-one (21) days before to seven (7) days after Halloween and from Thanksgiving Day to January 31, between the hours of 8am-12am. All permanent changes to exterior lighting must be approved by the ACC. Approval may be given for lighting fixtures (e.g., coach lights, entry chandeliers and landscape), subject to limited wattage (low voltage lighting). fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community.
- I. Above Ground Swimming Pools and Spas. Above ground swimming pools shall not be permitted. Above ground spas shall not be permitted unless the entire spa is located under a covered patio area of the home or within the screen enclosure of the home and the entire base of the spa shall at all times be screened from view by all adjacent Lot Owners and from the street with the use of hedges and/or landscaping.
- J. In Ground Swimming Pools. In ground swimming pools must comply with prevailing local and State government requirements and must comply with the requirements as specified herein for "Setback" (item T below) and for "Rear Yard Drainage Swale Easement" (item U below).
- K. Screening of Permanent Outdoor Equipment. Some alterations/modifications include the installation of unsightly equipment in locations which may be visible from your neighbor's yard or from the road. Examples of such equipment are pool filtration systems, HVAC equipment, generators, water filtration/purification systems, a platform for trash cans/recycling cans to be stored and other similar items. In the event such equipment must be installed, the equipment shall, at all times, be screened from view by all adjacent Lot Owners and from the street. Screening may include the

use of landscaping or hedges, or a combination thereof, as determined by the ACC. Owner shall be required to submit a landscaping/screening plan to show proper screening of the equipment. Owner shall be responsible to maintain, repair and replace from time to time any landscaping and/or hedges which may be approved as part of the screening requirements. Any screening, including landscape screening must be 48 inches in height from ground level. In the event equipment height exceeds 48 inches, the screening must match the height of the equipment.

- L. Fountains and Sculptures. Statues and Fountains may be considered for approval if installed with timers and if to scale with the area of installation. Approved fountains may only be installed in the rear yard of an Owner's Lot, but in no event in a manner which obstructs or interferes with the view of a Lake by an adjacent Lake Lot Owner in a material way. No fountain shall be approved or installed which exceeds 48 inches height x 36 inches width. Fountains shall only be permitted to run between the hours of 8AM and 11PM. Sculptures/Statues are counted as one of the three (3) allowable decorative items visible from the road per the limits included under section 4.2. Sculptures/Statues must be no bigger than 48 inches height x 24 inches width x 24 inches depth. Statues must be a natural stone or metal color. All sculptures/statues must be of wildlife or an urn. Any religious or offensive symbols are not permitted. Statues may only be placed within a planting bed or on a solid structure. Statues may not in any manner, obstruct or interfere with the view of a Lake by an adjacent Lake Lot Owner. Sculptures/Statues must be kept clean and whole. Any sculpture/statue which is found in disrepair will need to be removed immediately. The landscape service provider is not responsible for any damage to any sculpture/statue which occurs as a result of maintaining landscape surrounding the statue, unless it is found that the service provider was reckless or negligent. In the event of threatening weather, such as a tropical storm, hurricane or tornado, sculptures/statues must be brought indoors.
- M. Mulch Replacement. Only dark brown mulch is allowed. Artificial mulch or mulch of any other color is prohibited. Smooth, round or oval landscaping rocks in sizes of about 4 inches long and about 2.5 inches wide (commonly referred to as riverstone or riverstone stone or river rock) are an acceptable mulch substitute. The stones described must be brown, grey, or black, the same color must be used throughout the landscaping stone area, and a permeable weed barrier must be placed beneath the stones. The use of small stones or pebbles (e.g., crushed granite or pea gravel) for any exposed surface covering is prohibited.
- N. Conversion of Garages. Conversions of garages to air-conditioned livable space shall not be permitted.
- O. Garage Door Screening. No portion of the opening to any garage door may be covered or enclosed by screen.
- P. Outdoor Furniture. Outdoor furniture will be only in the rear yard of a lot or in the covered entryway of the home, provided the Owner assumes the responsibility for

maintenance, including the control of mildew, rust, wood rot and deterioration of equipment components. Outdoor furniture may not in any manner, obstruct or interfere with the view of a Lake by an adjacent Lake Lot Owner.

- Q. Solar Panels. Solar panels shall only be installed in a manner consistent with the requirements outlined in Florida State Statutes 163.04.
- R. Pergolas. Pergolas may be approved by the ACC, but in no event in a manner which obstructs or interferes with the view of a Lake by an adjacent Lake Lot Owner in a material way. All pergolas must include concrete footers or other mechanism to permanently secure the structure. All pergolas must meet all local and State building code requirements.
- S. Propane Storage Tanks for Gas Appliances. No portion of an underground propane storage tank associated with gas appliances shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, drainage easements, lake maintenance easements and/or lake maintenance access easements, fence and hedge easement, wall and hedge easements, or (d) drainage swales on the Lot. In addition to the foregoing, the location shall otherwise comply with all Governmental Requirements and all applicable setback requirements set forth in the Marina Bay Documents and Governmental Requirements. All applications to the ACC for approval of underground propane storage tanks shall include, in addition to other standard information: (a) the make, model, and propane capacity for the storage tank, (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the ACC and all other Owners, (c) a survey showing the general location and placement of the storage tank. The survey shall depict (i) the size and location of the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the storage tank, and (ii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the storage tank encroaches thereon. A licensed and insured LP gas contractor must be used to install the underground propane storage tank and any necessary plumbing. The underground propane storage tank must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such storage tank is installed. The permanent installation and/or use of above ground propane tanks larger than standard 20-pound portable grill type tanks is strictly prohibited.
- T. Setbacks. All Improvements (including, without limitation, pools and screen enclosures) shall comply with all setbacks and other dimensional requirements imposed by the appropriate development order for the Community as well as all other applicable Governmental Approvals. In addition to the setbacks as may be required, the edge of the pool water must be a minimum of five feet (5) from the footprint of the Home, which shall include the covered patio, if applicable.

- U. Rear Yard Drainage Swale Easement. Except as expressly provided in this paragraph, and except for any improvements, landscaping and other additions made or installed by Declarant, no planting, landscaping and/or improvements whatsoever, including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be permitted within the rear five (5) feet (the “Rear Yard Drainage Swale Area”) of any “Non-Lake Lot” which for the limited purposes of this paragraph is defined to mean a Lot in which no portion of such Lot is abutting any portion of a lake maintenance easement. The Rear Yard Drainage Swale Area is for drainage and flowage of storm water runoff. Notwithstanding the first sentence of this paragraph to the contrary, subject to the prior written approval from the ACC, an Owner of a Non-Lake Lot may install a pool/spa deck, patio and/or screen enclosure within the Rear Yard Drainage Swale Area provided that such pool/spa deck, patio and/or screen enclosure is constructed in a manner that will not cause storm water runoff to discharge therefrom onto any adjacent property (including, without limitation, any adjacent Owner’s Lot or Association Property). In that regard, no pool/spa deck, patio and/or screen enclosure to be constructed within a Rear Yard Drainage Swale Area shall be approved by the ACC unless such pool/spa deck, patio and/or screen enclosure is designed and constructed in a manner that will retain all storm water runoff within the Non-Lake Lot including, without limitation, installation of a commercial grade deck drain that will collect such runoff and discharge it to the side yard of the Non-Lake Lot. In addition, each Owner of a Non-Lake Lot shall have the right to seek approval from the ACC for the installation of a fence across the Rear Yard Drainage Swale Area to the rear property line of such Owner’s Non-Lake Lot, subject to the terms and conditions of the Marina Bay Documents and the prior approval of the-ACC.
- V. Irrigation Modifications. Owners shall be responsible to complete any irrigation system modifications that may be required to accommodate their addition or alteration project. Should such modifications be required, the ACC will identify the allowable contractor(s) for the Owner to employ. Irrigation modifications by anyone else are not allowed.
- W. Review and Inspection Fees. The ACC may set, establish and charge fees (“Review and Inspection Fees”) for, among other things, processing Owner’s request for proposed Improvements, review of the plans and specifications for proposed Improvements and inspection of the Improvements constructed by an Owner, which review and inspection may be performed by third parties. The ACC may require such Review and Inspection Fees be paid in advance (i.e., at the time of submission of the Owner’s application). In the event any Review and Inspection Fees remain unpaid by an Owner, in addition to the other rights of the Association, the ACC shall have the right, at its option, to: (i) not release the security deposit described below until all Review and Inspection Fees have been paid, or (ii) deduct all unpaid Review and Inspection Fees from any security deposit required to be paid by such Owner. In addition (and in addition to any other remedies under and pursuant to the Marina Bay Documents for a failure of an Owner to perform Owner’s obligations), if any Review and

Inspection Fees are not paid by an Owner, the Board may levy an Assessment against such Owner for such unpaid Review and Inspection Fees, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

- X. Security Deposit. Any Owner desiring to make Improvements may be required by the
- Y. ACC, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the ACC, at the time of the Owner's submission of plans and specifications for review and approval by the ACC, a security deposit in an amount determined by the Board (initially, Five Thousand and No/100 Dollars (\$5,000.00)) to cover costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of Improvements and/or (b) a certificate of insurance from the contractor and/or subcontractor which shall include: (i) general liability insurance for a minimum of one (1) million dollars and name Marina Bay Homeowners Association, Inc, as an "Additional Insured", and (ii) workers compensation or a state of Florida workers compensation exemption.. The ACC shall have the sole and absolute discretion to determine whether a security deposit and or certificate of insurance is required for the improvements being requested. The amount of the security deposit and/or insurance required may be increased or decreased as may be determined by the Board from time to time.

3.3. Additional Guidelines for Additions and Alterations - Fences

Without limiting the generality of the criteria included within these Rules and Regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for fences. Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every fence installation:

1. Bronze aluminum rail fencing shall be the only permissible type of fencing on the Lots within the Community. Fence heights shall be four (4) feet in height, with pickets spaced no closer than three (3) inches on center, no further apart than four (4) inches on center and no thicker than one (1) inch, unless otherwise required by the Governmental Requirements.
2. No style of wood, PVC or chain link fence shall be approved.
3. An Owner of a Twin Villa Lot who desires to install a fence along the property line shared with the adjoining Twin Villa, shall be required to submit a consent form to the ACC from the Owner of the adjoining Twin Villa approving the installation of the requested fence.
4. Owners shall not be permitted to attach any items or objects to a fence without prior written approval from the ACC.
5. The Association may require in its sole discretion the planting of landscaping in conjunction with the installation of a fence.

6. Except as expressly permitted in the Declaration and/or these Rules and Regulations, no fence shall be approved or installed which encroaches into Association Property or other Lots, lakes, lake maintenance easements, lake maintenance access easements and/or open spaces.
7. No fence shall be approved which is not set back a minimum of 10 feet back from the front wall of the Home and at least 5 feet back from the sidewalk where applicable. No fences shall be attached to a neighbor's home. In considering requests for fence installations, the following may be taken into consideration: locations of air conditioning units; locations of garage access doors; and positions of adjacent Homes.
8. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two Homes are immediately adjacent to each other and where both Homes face the same direction. No fence shall be installed within the Fence Restricted Areas. The Fence Restricted Areas include (a) the area between the front of a Home and Street, Drive or Roadway at the front of the Lot on which the Home is situated, (b) any utility easement, and/or (c) any Lake, Lake Maintenance Easement and/or Lake Maintenance Access Easement.
9. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line and/or whose side property line is adjacent to or visible from a road, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. For fences installed on corner Lots whose side property line is adjacent to a street or road, no fences shall be permitted to cross or be installed within any utility easement which runs along such side property line without the approval of the ACC and the utility company occupying the easement.
10. For any fence, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if that fence is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
11. For Lots with drainage easements, fence must have removable sleeves. The approval and execution of fence removal and indemnification agreement with the Association shall be required.
12. For any fence, if approved, the Owner shall be responsible to meet all City of Fort Myers requirements and criteria including, but not limited to, proper permitting and surveying.
13. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.
14. Except as otherwise provided in the Declaration, no fence shall be approved which: (i) attaches to the boundary or perimeter fence or wall located within any Open Space Area or other Association Property; or (ii) would otherwise fence-in or enclose any portion of an Open Space Area or other Association Property.
15. In accordance with the Declaration, an Owner who elects to install a fence on any portion of such Owner's Lot shall be required to install access gates in locations

approved by the ACC which provide adequate and sufficient access to the Association to perform the maintenance obligations. Such gates shall be five (5) feet wide and may be located in the front, rear and/or both sides of the Lot, as determined by the ACC. The approval of gate locations can be impacted by different factors, including but not limited to, neighboring fences, lot lines, easements, swales, landscape placement, and other potential impacted areas, which must be assessed on a lot-by-lot basis. In the event that access to any portion of a Lot by the Association becomes inaccessible or is impeded in any manner, the Owner of such Lot shall assume the full the responsibility for the maintenance and care of the lawn and landscaping located within that portion of the Lot which is inaccessible to the Association, and the Association shall have no further responsibility to do so as long as the Lot remains inaccessible or access is impeded. This maintenance includes, by way of example and not limitation, cutting of the grass, maintaining of the irrigation system, fertilization, spraying, mulching, edging and replacement of sod. There shall be no reduction in the Association assessments for the Owner in return for the preceding maintenance obligation assumed by the Owner. In addition, Owners of a Lot to which access by the Association is impeded shall be responsible to cutting and maintenance of any hedge located with Association Property which is immediately adjacent to such Owner's Lot.

16. To the extent a hedge is required to be installed as part of the fence approval issued by the ACC, or in the event an Owner desires to install a hedge in lieu of a fence, such hedge shall be subject to the same rules as fences as provided herein and must comply with all fencing guidelines contained within the Marina Bay Documents, including, without limitation, rules regarding providing access along the front and sides of the Lot for access by the Association to perform the Association's maintenance obligations, and any and all height and location restrictions.

3.4. Additional Guidelines for Additions and Alterations – Permanent Generators

Without limiting the generality of the criteria included in these Rules and Regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for a permanent emergency generator and any underground propane storage tank and other appurtenances applicable to the permanent generator (collectively, a "Generator System"). Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every installation of a Generator System on a Lot:

- A. Location. No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot. No portion of a Generator System shall encroach onto: (a) any Association Property, (b) any other Lot in the

Community, (c) any easements benefiting or burdening the Lot including, without limitation, utility easements, drainage easements, lake maintenance easements, lake maintenance access easements, or (d) drainage swales on the Lot. In addition to the foregoing, the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements set forth in the Association Documents and Governmental Requirements.

- B. Application Submittals. All applications for Generator Systems shall include, in addition to other standard information: (a) the make, model, propane capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the ACC and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the ACC showing the general location and placement of all components of the Generator System, including any underground propane storage tank. The permanent installation of an above ground propane tank larger than standard 20-pound portable grill type tanks is not allowed. The survey shall depict (i) the location of all components of the Generator System including, without limitation, the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location and size and species of any screening to be installed to screen the above-ground portions of the Generator System as required below.
- C. Screening. Generators shall at all times be screened from view by all adjacent Lot Owners and from the street. Screening may include the use of landscaping or hedges, or a combination thereof, as determined by the ACC. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator. Owner shall be responsible to maintain, repair and replace from time to time any landscaping and/or hedges which may be approved as part of the screening requirements for the Generator System. Any screening, including landscape screening must be 48 inches in height from ground level. In the event equipment height exceeds 48 inches, the screening must match the height of the equipment.
- D. Noise Mitigation. As per the Board's authority to disallow any improvement that, as determined by the Board would result in loud noises under the Nuisances clause of the Declaration, the ACC, on behalf of the Board, may require the inclusion of specific noise mitigation equipment as a condition for approval of a permanent generator installation. The equipment sound rating cannot exceed 75 decibels.
- E. Compliance with Governmental Requirements. For any Generator System approved by the ACC, the Owner shall at all times be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator

System including, without limitation, applicable setback requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall require the Owner to obtain all necessary building permits and other approvals required by the Governmental Requirements. Regardless of an approval by the ACC, no Generator System may be installed or used without such building permits and approvals. No portion of an Owner's Security Deposit shall be returned to an Owner unless and until evidence satisfactory to the ACC of such compliance with Governmental Requirements has been delivered to the ACC.

- F. Underground Propane Tanks and Plumbing. A licensed and insured LP gas contractor must be used to install any underground propane tank and any necessary plumbing.
- G. Maintenance. All Generator Systems must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.
- H. Required Removals. For any Generator System, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if the Generator System is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
- I. Limitations. Not all Lots in the Community may be able to have Generator System installed thereon due to, among other things, the Governmental Requirements, applicable setback requirements, location of easements and the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the ACC, there is no guarantee that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the ACC and/or applying for any necessary permits and approvals.

3.5. Additional Guidelines for Additions and Alterations – Trampolines, Recreational & Play Equipment

These Rules and Regulations regarding the use and location of trampolines, recreational & play equipment are designed for the mutual benefit of all Owners. The mere fact that the Association has established rules regarding the use of trampolines, recreational & play equipment on privately owned Lots should not be read, viewed, understood or taken as Association approval of the use or placement of any trampoline.

- A. Approval. No trampoline, recreational & play equipment shall be installed or otherwise placed on the Lot of any Owner without the Owner first applying and receiving approval from the ACC. All applications for a trampoline, recreational & play equipment shall include, in addition to other standard information (a) the make, model and specifications of the trampoline, (b) a picture of the proposed trampoline,

recreational & play equipment (c) the intended designated location for placement of the trampoline, recreational & play equipment on the Lot, and (d) such other requirements as may be set out herein, and/or as requested by the ACC and/or the Board. The ACC, in its sole discretion, may, upon application of any Owner in accordance with this Rule, permit the trampoline, recreational & play equipment to be placed on the Owner's Lot. Each submission will be evaluated separately, on a case-by-case basis. The approval by the ACC of placement of a trampoline, recreational & play equipment on an Owner's Lot does not prohibit the Board or ACC from denying the placement of a trampoline, recreational & play equipment on another Owner's Lot under similar circumstances. All ACC approvals are and shall remain contingent upon each Owner ensuring that upon issuance of a tropical storm, hurricane or severe weather watch or warning, the approved trampoline, recreational & play equipment will be stored indoors.

- B. Trampoline Materials. All trampolines must be constructed with heavy duty steel tubing and must not show rust on the exterior. All trampolines must include a fixed safety net designed to prevent a user from falling off the trampoline. All trampolines must be capable of being stored indoors.
- C. Dangerous Activity; Hold Harmless. By submitting a request to the ACC to review and approve the placement of a trampoline, recreational & play equipment on a Lot, the Owner shall be deemed to have automatically recognized and agreed that use of a trampoline, recreational & play equipment is an inherently dangerous activity, and the ACC's approval of the placement of the trampoline, recreational & play equipment is in no way an indication of acceptance of responsibility for, or liability by, the Association. By submitting such request to the ACC, the Owner shall be deemed to have automatically agreed, by virtue of such request, to release, hold harmless and indemnify the Association and its officers, directors and members, the ACC and its members, and the Declarant for any and all claims, damages, losses, judgments, liabilities, injuries (including personal injuries and/or death), fees, costs, and expenses including, without limitation, reasonable attorneys' fees, expert fees, and costs at all trial, appellate and post-judgment levels and proceedings arising from or related to the use and/or placement of the trampoline.
- D. Trampoline Use. Use of a trampoline by anyone under the age of eighteen (18) is prohibited without adult supervision. No trampoline may be used unless a fixed safety net is properly installed and in use.
- E. Trampoline, Recreational & Play Equipment Placement. The placement and use of a trampoline, recreational & play equipment is only permitted in the back yard of the Lot. No trampoline, recreational & play equipment is, or shall be, permitted on a Lot that is not completely fenced in. No trampoline, recreational & play equipment shall be located within any required setback, and/or easement including, but not limited to, the lake maintenance, utility, drainage or access easements.

- F. No Maintenance/Replacement of Sod under Trampoline, Recreational or Play Equipment. By submitting a request to the ACC to review and approve the placement of a trampoline, recreational & play equipment on a Lot, the Owner shall be deemed to automatically agree that the Association' shall not have any responsibility for the maintenance and care, mowing, fertilization, repair and/or replacement of sod located under the trampoline, recreational & play equipment, all such responsibilities thereafter being the responsibility of the Owner of the Lot.
- G. Remedies. In the event the Owner does not properly care for or otherwise maintain the approved trampoline, recreational & play equipment and the area immediately adjacent to and/or under the approved trampoline, recreational or play equipment, then, after five (5) business days written notice sent to the Owner, the Association shall have the right, but not the obligation, to remove the approved trampoline, recreational & play equipment from the Owner's Lot and dispose of the removed trampoline, recreational or play equipment in a proper trash receptacle and/or the Association may perform such lawn care maintenance around and under the trampoline, recreational or play equipment and charge the Owner for such service. All fees and costs related to the enforcement of these rules, including, without limitation, attorneys' fees, trash disposal, and lawn maintenance and care, shall be collectible from the Owner by the Association in a manner similar to Assessments including, without limitation, the right to lien and foreclose the Owner's Lot.

4. MAINTENANCE AND APPEARANCE OF HOMES

4.1. General.

Each Owner shall keep and maintain such Owner's Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within the Home and Lot which, if omitted, would adversely affect the Community, other Owners or the Association. Maintenance obligations are more fully defined in the Declaration.

- A. Personal Property. The personal property of an Owner or of an Owner's tenant shall be stored inside such Owner's Home or garage and not be visible to adjacent neighbors or from Association Property.
- B. Hurricane Season. Each Owner who plans to be absent from such Owner's Home during the hurricane season for more than 7 days, shall prepare the Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio and/or screen enclosure area and from the outside of the Home. However, for the roofed lanai area only, items may remain therein if the perimeter of that roofed lanai is fully protected by approved hurricane screens. The Owner shall also designate a responsible firm, person or individual care for the Home and Lot should it suffer hurricane damage.

- C. Hurricane Shutters. ACC approval is required prior to commencing the installation of any hurricane shutters. For permanent hurricane shutters, the color must be consistent with the exterior color scheme of the home. Hurricane shutters may cover window or door openings up to five (5) days before a storm is projected to impact Marina Bay, and up to five (5) days after a storm has made impact. This is not inclusive of hurricane shutters or hurricane screens which are installed within the footprint of a caged lanai. The shutters or hurricane screens within the caged lanai can be installed throughout the entirety of hurricane season (June 1st – November 30th). The Board has the ability to alter the duration of time allowed to install or remove shutters during a state of emergency.
- D. Window Décor. Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired.
- E. Landscape Material. No trees, shrubbery or landscaping shall be removed from, altered or added to Lots without the prior written consent of the ACC, other than for the replacement of a plant with an identical plant of similar size. No additional trees, shrubbery or landscaping are permitted to be planted by an Owner on the Lot without the prior written consent of the ACC. Annuals in flower beds, which were previously approved to be installed by the ACC, can be replaced with other annual flowers without requiring additional approval.
- F. Landscaping Changes. Any plans for landscape improvements or alterations shall be submitted for approval to the ACC. No landscaping shall be installed on Lake Lots which shall materially interfere with the view of the lake by the immediate neighbor who is also a Lake Lot Owner. Approval by the ACC for landscaping on a Lake Lot may be conditioned upon the Owner agreeing to trim such hedge(s) should the hedge(s) later be found to create a material obstruction of a lake view. In the event the Owner fails to trim the obstructing hedge(s) within fourteen (14) days following receipt of written notice by the Association to do so, then the Association shall have the right, but not the obligation, to trim such hedge(s). The costs associated with such hedge trimming performed by the Association will be charged as an assessment against the Owner's Lot.
- G. Alteration of Drainage. No sod, topsoil, fill or muck shall be removed from Lots without the prior written consent of the ACC. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.

- H. Basketball Hoops. No permanent basketball hoops are permitted to be installed on the Lot. Temporary or mobile basketball hoops shall not be permitted except for temporary moveable units that are stored in a garage when not in use. When in use, units must be located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot.
- I. Bicycles. All bicycles, other than those which are being used, shall be stored within the Owner's Home.

4.2. Decorative Items

The following shall apply for decorative items placed outside of the home and that are visible from either the frontage of the owners lot or from an adjacent owner's lot:

1. Decorative items, such as sculptures/statues, wall mounted décor, garden flags yard stakes or any other item intended to enhance or decorate the exterior of the home will be limited in size, color, subject matter, material, placement and quantity. Potentially divisive content including but not limited to any religious, political, sports theme or offensive symbols is specifically prohibited. American flags on a flagpole or mounted to the home are not considered a standard decorative item and separate guidelines apply.
2. Standing decorative items may only be placed within a planting bed or on a walkway, private sidewalk, driveway, patio or cement/paver entryway platform.
3. Decor may not in any manner, obstruct or interfere with the view of a Lake by an adjacent Lake Lot Owner. All decorative items must be kept clean, rust free and whole. Any decor which is found in disrepair will need to be removed immediately. The landscape service provider is not responsible for any damage to any decor which occurs as a result of maintaining landscape surrounding the item, unless it is found that the service provider was reckless or negligent. In the event of threatening weather, such as a tropical storm, hurricane or tornado, all must be brought indoors.
4. Wall mounted décor must be properly secured to the home to prevent the item from falling or coming loose under any circumstance.
5. Wall mounted décor can be no larger than 36 inches x 36 inches.
6. Each home/lot is limited to five (5) decorative items visible from the road. This quantity is inclusive of all décor and not a limitation of each décor type.
7. Rugs and mats of any type are only permitted immediately in front of the entry door or on the patio/caged lanai. Rugs and mats of any type or size are not permitted on the walkways, sidewalks, driveway or any other part of the lot other than the locations described above.
8. Each home/lot is limited to five (5) decorative items in the rear of home, outside of the screened lanai. If there is no screened lanai, the limitation of decorative

- items applies even to those kept on an open patio. This quantity is inclusive of all décor and not a limitation of each décor type.
9. Owners are permitted to place décor within their screened lanai without quantity limitations.
 10. Garden flags, such as those hanging on a metal post or frame, shall be limited to 13 inches width x 18 inches height. Such flags can only include content that is typical of garden or applicable holiday themes. The official flags of US military services are permitted.
 11. Display of holiday themed items are not included in the quantity limits on decorative item displays. Holiday themed décor is only allowed from twenty one (21) days before to seven (7) days after Halloween and from Thanksgiving Day to January 31.
 12. As per Florida Statute 720.304 (2)(a), owners may display one portable, removable official flag of the United States or the official flag of the State of Florida in a respectful manner, or may display both such flags. A second portable, removable official flag which represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, a first responder flag (as defined by 720.304 (2) (a)), or a POW-MIA flag, may also be displayed in a respectful manner. All such flags can be no larger than 4 ½ feet by 6 feet and no flag can be larger than the official flag of the United States.
 13. Any Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, so long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may display flags from such a flagpole as per item 12 above. The flagpole and display are subject to all building codes, zoning setbacks and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback locational criteria contain in the governing documents, as provided for in State Statutes 720.304 (2)(b). As with all additions and alterations, the addition of a flagpole must undergo review and approval through the Architectural Control process.
 14. In the event potted plants are interfering with the landscape service provider's ability to service a property, the resident will be asked to adjust the placement of the pots before the provider will continue their efforts.
 15. Decorative items are not permitted if they would allow for standing water.
 16. The covered entry ways to each home are not limited by the decoration restrictions.

4.3. Landscape Maintenance and Placement

- A. Artificial Plantings. Wreaths may be mounted to the exterior of front doors as long as they are compliant with the allowable display times and other Decorative Item requirements cited in paragraph 4.2. All other plastic, rubber, silk, or other artificial flowers, shrubs, or trees are prohibited on any portion of the exterior of any home.

- B. Edible Plantings. No edible plantings shall be kept outside of an enclosed, screened lanai. This includes, but is not limited to fruit trees, bird/wildlife feeders and potted edibles. Within an enclosed, screened lanai, potted edibles, as listed on the Marina Bay plant list, are permitted.
- C. Potted Plants. Potted plants kept outside of the home and outside of an enclosed, screened lanai are limited to ornamental plants which complement the landscaping around the home and that do not interfere with the contracted landscape maintenance. Each such plant must be kept in a neat, clean and unbroken decorative pot and must be kept healthy, trimmed, fertilized, bug and disease free. Potted plants must be removed and stored by the homeowner(s) during any threatening weather conditions.
- D. Location and Quantity Limitations. The following restrictions shall apply:
1. Potted plants are not permitted to hang from trees.
 2. Plants, pots or decorative items are not permitted to be placed on any utility access cover (e.g., sewer, water, electric).
 3. In landscape beds that are visible from the street, no plant hooks, including shepherd's hooks, are permitted.
 4. A maximum of six (6) potted plants may be visible from the street. Seven (7) potted plants are permitted for homes with three (3) garage doors. Two (2) potted live plants are permitted in the plant beds (pot/urn max size 2ft height by 2ft diameter). Two (2) potted live plants are permitted flanking the garage doors. Three (3) potted live plants are permitted if the home has three (3) garage doors. Walkway and landing outside entry doors are allowed two (2) potted live plants.
 5. All potted plants must be placed within planting beds or on hard surfaces (e.g. resident walkway, landing outside of entry doors)
 6. In the event potted plants are interfering with the landscape service provider's ability to service a property, the resident will be asked to adjust the placement of the pots before the provider will continue their efforts.
- E. Landscape Borders. Landscape borders of natural stone or masonry (e.g., concrete curbing, stone, brick or decorative block) are permitted, but only if securely cemented or otherwise permanently fastened together. Landscape borders shall not be placed in areas that will prevent lawnmower access, cause drainage issues for adjacent properties or exceed a height of six (6) inches over the level of the landscape bed. Landscape maintenance service providers will not be held responsible for damages to landscape borders of any type.

5. TRASH AND OTHER MATERIALS

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") shall be kept or permitted on the Lots or Association Property except in sanitary self-locking containers (landscape debris may be placed in yard waste bags) located in appropriate areas (i.e., areas not

visible from the street or any other Lot other than at times of scheduled curbside trash pick-up). For curbside pick-up, trash shall be placed in sanitary self-locking containers.

2. Trash that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5PM on the day before the scheduled day of collection, but not sooner. Any trash containers shall be removed after pick-up on the day of collection.
3. No odors shall be permitted to arise from Trash containers so as to render any portion of the Community unsanitary, offensive or a nuisance to any Owners, to the Association Property or to any other property in the vicinity.
4. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or Trash shall be stored or allowed to accumulate on any portion of the Community.
5. Each Owner shall regularly pick up all Trash around the Home and Lot.

6. PARKING AND VEHICULAR RESTRICTIONS

6.1. General Provisions

The following general provisions on parking and vehicular restrictions shall apply:

1. Parking shall only be permitted on driveways, inside garages or in areas specifically designated as “parking areas” by the Association. No parking on the streets or swales is permitted.
2. No vehicle parked in the driveways shall be positioned in such a manner as to hinder, impede or obstruct traffic on the streets of the Community.
3. Only vehicles belonging to authorized persons while actively using the Recreation Tract are permitted to be parked in the Recreation Tract parking lot. The parking spaces in the Recreation Tract shall not be utilized for parking other than during periods of use of the Recreation Tract by the vehicle’s owner.
4. No commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on the Common Areas or Lot, except under the following conditions: (i) within enclosed garages and with the garage door closed, (ii) within spaces for some or all of the above specifically designated by the Association, if any, For purposes of this Section, “commercial vehicles” shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering, or graphics shall not be dispositive as to whether it is a commercial vehicle; however, the presence of such graphics or lettering shall create a presumption that the vehicle is commercial unless otherwise determined by street in compliance with the Board. The prohibitions on street parking provisions contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for temporary construction use or providing pick-up and delivery and other commercial services, nor to passenger-type vans with

- windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Declarant or its affiliates. All Owners and other occupants of Homes are advised to consult with the Association prior to purchasing, or bringing onto the Lot, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Community.
5. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four hours. The only exceptions to the preceding shall be: (a) emergency repairs; and, (b) repairs made within the garage of the Home and with the garage door closed.
 6. Disposal of drained automotive fluids is not allowed within the Community.
 7. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two (72) hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.
 8. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
 9. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the Board.
 10. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the Community unless made within the garage of the Home and with the garage door closed.
 11. Car washing shall be permitted only on an Owner's driveway.
 12. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.
 13. The operation of motorized scooters, go-carts, and other non-licensed or non-registered vehicles shall be prohibited in the Community except: (a) non-licensed and non-registered wheelchair or similar vehicles may be used for the transportation of disabled persons; and (b) golf carts which may be operated within the Community in accordance with the rules and regulations set forth herein.
 14. All persons shall drive safely and extra careful around bicycles, golf carts, and other authorized motorized vehicles. You **MUST STOP** for any pedestrian crossing any street or driveway. Use extra caution and be prepared to yield whenever approaching children. Passing of any moving motorized vehicles is not allowed under any circumstances. Adhere to all Stop Signs. Signal for all turns. Never exceed the community-wide 25MPH speed limit. Slow down well below that speed near parked vehicles or pedestrians. Watch for cars exiting driveways, obstacles may limit visibility. Reckless driving, speeding, or traffic violations will not be tolerated.
 15. Subject to applicable laws and ordinances, the Board may have any offending vehicle parked in violation of these rules towed at the sole expense and risk of the Owner of the vehicle. The Board or Declarant shall not be liable to the Owner of

such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing. The Board may also pursue other applicable remedies for violations, including, but not limited to, fines, suspension of common area use rights, and legal action.

6.2. Golf Carts

Special provisions for golf carts are as follows:

1. As per Florida statute 316.212, a golf cart may not be operated on any Marina Bay common property by a person:
 - (i) Who is under 18 years of age unless he or she possesses a valid learner's driver license or valid driver license.
 - (ii) Who is 18 years of age or older unless he or she possesses a valid form of government-issued photographic identification.
2. Golf cart usage within Marina Bay may be subject to additional restrictions imposed by the Fort Myers Police Department or other law enforcement entities. It is the responsibility of the owner/operator to comply with any such restrictions.
3. No gasoline-powered golf carts shall be operated within the Community, except as may be owned and operated by the Declarant or the Association. All other golf carts shall be powered by electricity or by similar non-combustion means. When not in use, golf carts shall be parked or stored within the garage of the Home and with the garage door closed. Golf carts may only be operated upon the paved roadways located within the Community. Operators of golf carts shall abide by all traffic regulations applicable to vehicular traffic and shall operate their golf cart in accordance with all manufacturers' and other safety recommendations.
4. The operator shall not impede the flow of traffic. The Association may restrict, prohibit or regulate the use of golf carts upon heavily traveled roadways within the Community if the Association determines such use is incompatible with the normal and safe movement of traffic.
5. Golf carts may be operated only during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake lights, turn signals and a windshield.
6. Each owner of a golf cart operated within the Community shall keep the golf cart in good condition and appearance.
7. Each golf cart shall be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror and red reflectorized warning devices in both the front and rear.
8. No owner of a golf cart may modify their golf cart in a manner that affects the recommended mode or operation, speed or safety of the vehicle. Appropriate written warnings and/or violations will be issued where deemed appropriate or

necessary by the Association. The issuance of two written warnings or violations will suspend an Owner's golf cart privileges for one year. Five such warnings and/or violations within one year will permanently revoke such Owner's golf cart privileges within the Community.

9. All Owners, their family members, guests, invitees and tenants will obey the parking regulations imposed and/or posted by the Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of Owners. Each Owner (regardless of whether the Owner is the operator) and each operator of a golf cart (regardless of whether they are owner of the golf cart) will be responsible, jointly and severally, for any and all damage to property and injuries to persons (including death) caused by and/or resulting from its ownership and/or operation of a golf cart in the Community. Accordingly, EACH SUCH OWNER AND OPERATOR, JOINTLY AND SEVERALLY. SHALL AND HEREBY AGREES TO, INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, THE BOARD, AND THE OTHER MEMBERS OF THE ASSOCIATION, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, SUITS, ACTIONS, CAUSES OF ACTION, LIABILITIES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH), JUDGMENTS, DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR PUNITIVE DAMAGES), FINES, LIENS, ENCUMBRANCES, PENALTIES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) RELATED TO, ARISING OUT OF AND/OR RESULTING FROM THE OWNERSHIP, OPERATION, MAINTENANCE AND/OR USE OF A GOLF CART IN THE COMMUNITY.
10. The operation of go-carts, and other non-licensed or non-registered vehicles shall be prohibited in the Community except: (a) non-licensed and non-registered wheelchair or similar vehicles may be used for the transportation of disabled persons; and (b) golf carts which may be operated within the Community in accordance with the rules and regulations set forth herein.
11. Any owner who chooses to operate a golf cart on Association roadways must register the golf cart with the management office. A registration form must be completed and will require a photo of the golf cart, along with the make, model, color, and insurance information. A registration fee is required. The amount of the registration fee is determined by the Board.

6.3. Bicycles

All bicycles operated within the community must comply with all applicable government bicycle regulations (e.g., under Florida statute 316). Additionally, whether specified by such bicycle regulations or not, the following rules shall apply:

1. No bicycle may be used to carry more persons than the number provided by its design or equipment. This requirement, however, does not apply in the case of (i)

- an adult securely carrying a child in a backpack or sling; or (ii) a child under four years of age weighing 40 pounds or less in a seat or carrier designed for that purpose.
2. Bicycles that are operated on the sidewalk must provide an audible warning when approaching pedestrians from behind, must yield to pedestrians, and must not exceed a speed of 5 MPH around pedestrians.
 3. Bicycles must not be operated within three (3) feet of any parked vehicle. Upon approaching a vehicle parked on the right, bicycle riders, after yielding to any vehicle traffic approaching from behind, must move to the left to stay at least three (3) feet away from all parked vehicles.
 4. Bicycle speed must be controlled as may be necessary to avoid colliding with any person, vehicle, or object.
 5. Bicycle riders must obey all Stop Signs by coming to a complete stop before proceeding or turning.
 6. On all roadways, bicycles must only be operated in the same direction of travel as motorized vehicles. Bicycles may only travel directly adjacent to the curb on Silver Ridge Blvd and may only cross Silver Ridge Blvd at intersections after coming to a full stop and yielding to any oncoming traffic.
 7. Bicycle riders must yield to pedestrians within a crosswalk.
 8. Bicycles emerging from driveways shall stop immediately prior to a sidewalk crossing or roadway and shall yield to all pedestrians and any oncoming vehicle.
 9. No bicycle may be operated between sunset and sunrise without proper lighting equipment including a front lamp with a white light visible for 500 feet to the front and a blinking rear lamp and reflector with a red light visible for 600 feet to the rear.

7. ANIMALS AND PETS

The following provisions apply for all animals and pets:

1. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canarios (canary dog) and “Dangerous Dogs” – all as provided in the Declaration), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. Each Owner/Resident is permitted to have no more three (3) dogs or cats combined per home. Any Owner/resident possessing more than three (3) dogs or cats combined prior to the adoption of this constraint will be exempt from this rule for those specific dogs or cats owned at the time of this modification. Any owner/resident who has a number of dogs or cats combined in excess of this limit will not be able to maintain that quantity once the existing dogs or cats are no longer owned by the home owner/resident. In the event a guest comes to stay with a resident, the guest may bring up to 2 dogs or cats combined with them, but not for a time frame longer than 14 days.

2. Under no circumstances shall a Pit Bull, Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or Dangerous Dog be permitted on the Property. As used in the Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
3. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.
4. Unusual pets shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in item 1 above, or not maintained in a terrarium or aquarium. Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canarios (canary dog) and Dangerous Dogs (all as provided in the Declaration) are also classified as unusual pets and are, therefore, prohibited.
5. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal in the Community.
6. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio, unless someone is present in the Home.

7. All dogs and cats shall be walked on a leash and in full control by their owners at all times. Any pet shall be carried or kept on a leash when outside of a Home or outside of a fenced-in area.
8. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association Property.
9. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
10. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.
11. If any pet becomes obnoxious to the Owners by barking or otherwise, the owner of the pet shall cause the problem to be corrected. If the problem is not corrected, then the Owner, upon written notice from the Association, shall be required to dispose of the animal.
12. No Owner shall inflict or cause cruelty upon or in connection with any pet.
13. The foregoing are in addition to the other rules, regulations and restrictions governing animals and pets set forth in the Marina Bay Documents.
14. All dogs, cats or any pet which may be walked outside of the home must be registered with the Management Office. To register a pet, Owners must provide a photo of the pet, their name, breed and a copy of their county license.

8. USE AND ENJOYMENT OF LAKES

The following provisions apply to use and enjoyment of lakes:

1. Owners, and their family members, guests, invitees and tenants, shall be permitted to engage in "catch and release" fishing in the Lakes. Notwithstanding the preceding, an Owner shall only access a Lake from the Lake Maintenance Easement which immediately abuts such Owner's Lot if such Owner's Lot is a Lake Lot. If the Owner's Lot is not a Lake Lot, or if an Owner of a Lake Lot wishes to access a different Lake or another area of the same Lake, then access to the Lake shall be exclusively from the Lake Maintenance Easement abutting a Landscaped Area or Grassed Area and such access shall be limited to the portion of the Lake Maintenance Easement and Lake bank abutting the Landscaped Area or Grassed Area. If no portion of a Lake Maintenance Easement abuts Association Property, Owners other than the Lake Lot Owners whose Lots abut the Lake shall not be permitted access to the Lake.
2. No Owner shall be permitted access to or to fish from any Lake Maintenance Easement or lake bank area which immediately abuts a Lake Lot owned by another Owner.
3. Lake Lot Owners and their family members, guests, invitees and tenants shall be permitted to operate non-gas powered and electric watercraft in the Lakes. No other persons shall be entitled to operate watercraft in the Lakes.
4. The launching into and removal from a Lake of any permitted non-motorized or electrically powered watercraft by a Lake Lot Owner shall be limited to such Lake

Lot Owner's Lake Lot and the Lake Lot Owner shall only access the Lakes from the Lake Maintenance Easement which immediately abuts such Lake Lot Owner's Lake Lot. Watercraft shall be limited in size to eighteen (18') feet in length.

5. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot is permitted.
6. No installation of sand or other materials intended to simulate a beach is permitted along the Lake banks or the Lake Maintenance Easements along the rear yards of Lake Lots.
7. Swimming and the operation of fuel-powered watercraft in the Lakes are prohibited.
8. Watercraft and trailers shall not be stored on Lake Bank or in any easement areas. No watercraft (including watercraft permitted to be used within the Lakes of the Community) may be stored on a Lake bank or in a Lake Maintenance Easement within the rear yard of a Lot or otherwise visible in any manner on a Lot.
9. In no event shall any Owner cause any erosion or change in grade of any Lake bank slope from design grade.

9. LEASING OF HOMES

The following provisions apply to the leasing of homes:

1. No portion of a Home, other than an entire Home, shall be rented by the Owner, and no Home may be rented more than four (4) times in any twelve (12) month period. In addition, no Home, or portion thereof, shall be sub-let.
2. Of the four (4) times that an Owner may rent the Home in any twelve (12) month period, three (3) of such rental periods shall be for a minimum lease term of thirty (30) days, and the fourth lease term shall be for a minimum of six (6) months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said thirty (30) days, or six (6) months, as applicable, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations.
3. All leases shall provide that the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate in all respects to the provisions of the Declaration and the Rules and Regulations.
4. Owners intending to enter into a lease or the renewal of a lease shall provide the Association with the names of the proposed tenants and any additional proposed residents and with a copy of the proposed lease at least seven (7) days in advance of the commencement of the lease or the renewal of the extension term. The Owner shall also provide payment for an application fee and for background checks of the proposed tenant(s). All tenants will undergo a background check, which will be performed by the agency of the Association's choice.
5. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is

delinquent in amounts due the Association. Even if such lease addendum is not included, each lease entered into by Owner for a home shall be deemed to include the foregoing reference.

6. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Marina Bay Documents, the Rules and Regulations or any other agreement, document or instrument governing the Lots or Homes.
7. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Marina Bay Documents and the Rules and Regulations and to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible.
8. Within five (5) days following execution of a lease or of a lease renewal for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement.
9. A person occupying a home for more than one (1) month without the Owner or tenant or a member of the Owner's or tenant's family being present shall not be deemed a guest, but rather, shall be deemed a tenant for purpose of the provisions of the Declaration and these Rules and Regulations which apply to tenants.

10. MISCELLANEOUS RULES AND REGULATIONS

The following miscellaneous provisions apply:

- A. **Signs.** No sign, display, poster, advertisement, notice or other lettering whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" signs) shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of a building, vehicle or other Improvement in the Community (including, without limitation, a Home) without the prior written approval of the Board, which approval may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board.
- B. **Barbecuing.** If Owners barbecue on covered or screened patios or at a close distance away from the Homes, then those Owners shall take responsibility to clean or paint over any smoke discoloration which may result from such activities.
- C. **Chemicals.** Except as otherwise specifically provided herein, Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any Home, its adjacent yard area or within the Association Property. No above-ground or under-ground propane or other fuel storage tanks shall be permitted except only for: (a) customary propane tanks associated with barbecue grills, (b) those substances used for normal household or yard maintenance use, and (c) an under-ground propane tank associated with a Generator System approved and installed pursuant to

the "Additional Guidelines for Additions and Alterations — Permanent Generators" as set forth in paragraph 3.4 above. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be installed or stored on Association Property.

- D. Moving. Owners or tenants who are moving in or out of the Community shall do so between the hours of 8AM and 9PM. Portable self-storage containers are permitted but may not be stored outside of the Home for more than 48 hours. Portable self-storage containers shall be placed entirely within the Lot and not in the right-of-way bounding the Lot. At no time shall such units be placed on Association Property.
- E. Abandoned Property. An Owner's obligation to provide notice to a former tenant of property remaining on that Owner's property shall not in any way waive the responsibility of that Owner to be bound by all Rules and Regulations of the Association. By way of example and not limitation, any personal property, whether that of an Owner or of an Owner's tenant, shall not be visible to surrounding neighbors or from Association Property. There shall be no time allowance for an Owner to remove any such property remaining after departure by an Owner's tenant.
- F. Solicitation. All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of the Homes or Lots is strictly prohibited unless express written permission is granted by the Board.
- G. Hunting, Trapping or the Possession/Use of Firearms. Hunting, trapping, or the possession/use/discharge of firearms, including but not limited to, handguns, rifles, shotguns, BB guns, pellet guns, paint guns, slingshots and bows and arrows, are not permitted anywhere in the Community. This rule shall not prohibit an Owner from keeping a lawful firearm: (a) in such Owner's Home, or (b) on such Owner's person strictly in accordance with a lawfully issued Florida concealed weapons license.
- H. Recording and Broadcasting of Association Meetings. Owners shall provide not less than twenty-four (24) hours advance written notice to the Board expressing their desire to utilize any audio or video equipment at an official meeting of the Board or an official meeting of the Owners (collectively, "Association Meetings"). The only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions. All audio and video equipment shall be assembled and placed in position in advance of the commencement of Association Meetings. Owners videotaping or audio recording Association Meetings shall not be permitted to move about the meeting room in order to facilitate the audio or video recording. Owners who have audio or video recorded an Association Meeting shall not share such audio or video recording with non-Owners. Live streaming and/or broadcasting of Association Meetings, including, without limitation, through Periscope, Twitter, Instagram, Facebook Live, or other similar social media platforms, is prohibited. These rules only apply to official Board meetings, Annual Members' Meetings and Special meetings of the Members scheduled in accordance with the Marina Bay Documents; thus, no other

meetings may be recorded, live streamed and/or broadcasted in any manner whatsoever.

11. USE OF ASSOCIATION PROPERTY AND RECREATION TRACT

11.1. General Usage Rules

“Recreation Tract”, as used herein, shall mean and refer to the Recreation Tract (as defined in the Declaration), any portion thereof, and all facilities, amenities and equipment located thereon and therein.

A. Responsibility.

1. ALL PERSONS USING ASSOCIATION PROPERTY, INCLUDING BUT NOT LIMITED TO THE RECREATION TRACT, SHALL DO SO AT THEIR OWN RISK. The Association and its Board assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of Association Property in general, including but not limited to the Recreation Tract. Persons using Association Property, including but not limited to the Recreation Tract, agree not to hold the Association or the Board liable for actions of any nature occurring within Association Property, including but not limited to the Recreation Tract.
2. With respect to the use of Association Property, including but not limited to the Recreation Tract, an Owner shall be held responsible for the actions and conduct of Owner and the actions and conduct of such Owner’s family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
3. Any damage to Association Property, including but not limited to the Recreation Tract, which is caused by any Owner or family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner.
4. The use of Association Property, including but not limited to the Recreation Tract, by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.
5. The Association shall not be responsible for any personal injury or any loss or damage to personal property within Association Property, including but not limited to the Recreation Tract, regardless of where such property is kept, checked, left or stored on the premises.
6. The Association shall have the right to require Owners (on behalf of themselves and their family members, tenants, guests and invitees) to execute a Recreational Amenities Release and Waiver in a form acceptable to Association prior to use of the Recreational Amenities or participation in any activities sponsored, promoted or set up by the Association.
7. Whenever using any of the recreational tract facilities, all residents age fourteen (14) and above, or a guest of an owner, possessing an association issued guest

badge, must wear/carry a valid photo-identification as issued by the Association or it's manager. The Association or it's manager will provide a mechanism for all such residents to obtain the required photo-identification badge. Each home will be issued two (2) guest badges.

B. General Use Restrictions.

1. The Recreation Tract shall be solely for the use of the Owner and such Owner's family members, guests, invitees or tenants, subject to the provisions of the Marina Bay Documents. The Association retains the right to limit the number of guests or invitees per household that are permitted to (i) use the Recreation Tract, and/or (ii) participate in any activities sponsored, promoted and/or set up by the Association.
2. Residents shall accompany and remain with their guests and invitees to the Recreation Tract. Each unit shall be permitted to have no more than eight (8) guests at the Recreation Tract at a time, when a resident ages 16+ is present. This is a total figure and not to be assumed that there may be more than eight guests if the guests are using different amenities. There are three (3) amenities with alternative maximums. Those locations and maximum guest allowances are: Indoor Basketball Court – 4 guests; Fitness Center – 2 guests; Tennis Court or Pickleball Court – 3 guests. In the event the supervising resident is ages 14-15, the maximum guest allowance is four (4), other than for the tennis courts, pickleball courts and fitness center, for which the maximum guest allowance listed above applies.
3. The use of the Recreation Tract by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.
4. Except for temporary access to the Clubhouse parking lot (e.g., while retrieving mail), Pets shall not be permitted anywhere within the Recreation Tract.
5. The walkways and entrances of the Recreation Tract shall not be obstructed or used for any purpose other than ingress and egress.
6. No grilling, barbecuing or cooking of food shall be permitted within the Association Property except in those areas designated for such purposes by the Association.
7. The Board reserves the right, from to time and in its sole discretion, to create, adopt, impose, alter or amend rules and regulations relating to the use of any portion of the Association Property, including the Recreation Tract, the Clubhouse and the facilities and/or amenities therein.

C. Cleanliness.

1. It is prohibited to litter or cause debris to be put in any of the Association Property, including the Recreation Tract. Owners, their family members, guests, invitees and tenants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreation facilities or other Association Property.

2. No personal articles shall be allowed to stand overnight in any of the Association Property.
3. No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within the Association Property, including the Recreation Tract.

D. Age Restrictions.

The use of amenities within the Recreation Tract, inclusive of all amenities, shall be subject to the age restrictions tabulated below:

<u>Person</u>	<u>Conditions</u>
<u>Resident ages 16+</u>	<ul style="list-style-type: none"> • Resident badge must be obtained from Association management and worn or carried at all times when using the Recreation Tract • Authorized as a supervising adult for all Recreation Tract amenities • Authorized to host guests within the Recreation Tract <p>Note: maximum guest limit is per Unit – not per Resident</p>
<u>Resident ages 14 -15 inclusive</u>	<ul style="list-style-type: none"> • Junior Resident Badge must be obtained from Association management and worn or carried at all times when using the Recreation Tract • Authorized to use all Recreation Tract amenities except for the Fireplace, Splashpad and Playground Equipment • Residents ages 14-15 are authorized to host guests within the Recreation Tract in compliance with the guest maximum limits
<u>Resident under age 14</u>	<ul style="list-style-type: none"> • No Resident badge is required • While under the supervision of a Resident adult, all amenities may be used except that • Use of the Splashpad is not allowed for those aged thirteen (13) • Use of the Playground equipment is not allowed for those aged thirteen (13) • Use of the Fireplace is not allowed
<u>Guests age 14+</u>	<ul style="list-style-type: none"> • Must be accompanied by an authorized host Resident at all times • Authorized to use all Recreation Tract amenities except for the Fireplace, Splashpad and Playground Equipment

<u>Guests under age 14</u>	<ul style="list-style-type: none"> • Must be accompanied by authorized host Resident at all times • While under the supervision of a Resident adult, all amenities may be used except that • Use of the Splashpad is not allowed for those aged thirteen (13) • Use of the Playground equipment is not allowed for those aged thirteen (13) • Use of the Fireplace is not allowed
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E. Right of Amendment.

The Board has and reserves the right, from time to time and in its sole discretion, to create, adopt, impose, alter or amend the rules and regulations relating to the use of any portion of the Association Property, including but not limited to the Recreation Tract, the Clubhouse and the facilities and/or amenities therein.

11.2. RULES FOR THE CLUBHOUSE

A. Clubhouse Use.

1. Clubhouse hours shall be between 7AM and 10PM. Time extensions for social or community events may be granted at the discretion of the Board or, if applicable, the Social Director. Activities outside the Clubhouse shall not be allowed after 10PM. without the prior approval of the Board. All times are subject to change as determined by the Board from time to time. Time restrictions shall not apply to activities which have been organized by the Association.
2. The Clubhouse shall not be used at any time for religious services by any sect, cult or group with the following exception: In the spirit of respect and togetherness, a table decoration of a lighted Chanukah Menorah and a Christmas tree, not to exceed eight (8) feet in height, may be displayed in the Clubhouse during the December holiday season.
3. All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
4. No immoral, offensive or unlawful use shall be made of the Clubhouse. All Governmental Requirements shall also be strictly observed.
5. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board or, if applicable, the Social Director.
6. No signs, notices or photos shall be posted on any of the walls or windows of the Clubhouse, other than on bulletin boards, if made available by the Association for that specific purpose.
7. All community events and meetings shall supersede the use of all other events throughout the Clubhouse.

B. Code of Conduct for the Clubhouse.

1. No smoking (including e-cigarettes) in the Clubhouse or any rooms therein shall be allowed.
2. Proper attire shall be worn in the Clubhouse.
3. Bare feet, bare chests and swimsuits shall be prohibited in the Clubhouse.
4. Boisterous or profane language shall not be used in the Clubhouse.
5. When the Clubhouse facilities are in use by an Owner who has properly reserved the facility, no other Owner shall be permitted in those areas other than for ingress and egress.
6. Horseplay, intentional misuse of furniture or equipment, or any similar careless behavior is prohibited. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate, careless or irresponsible behavior resulting in damage to the Clubhouse furniture, accessories, appliances and/or any related equipment caused by the Owner and/or Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.

C. Renting of the Clubhouse Facilities and/or Party Pavilion.

1. All reservations of any area of the Clubhouse facility permitted to be reserved or rented (i.e., the Social Hall and/or Catering Kitchen) or the outdoor Party Pavilion by Owners must first be approved by the Board or, if applicable, the Social Director. Renting of any area of the Clubhouse facility or Party Pavilion by Owners for their private use, if permitted by the Board, shall be subject to availability, the payment of scheduled fees and deposits as may be determined by the Board, and the execution of the Association's form of rental agreement. Amenities rental is limited to the specific area outlined in the rental agreement. This does not include additional areas outside the rented space. Other amenities Pool/Ping Pong Room and outside Party Pavilion may be included in the rental agreement for an additional fee per area. The resort pool, lap pool and splash pad, playground, fitness center and indoor sports complex are excluded from any rental agreement. Use of these areas is strictly prohibited under the rental agreement.
2. Any Owner or other authorized person reserving a portion of the Clubhouse facility or Party Pavilion shall have the care, custody and control of such portion of the Clubhouse facility or Party Pavilion, as applicable, during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the Clubhouse facility and Party Pavilion, and their respective furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under their care, custody and control. In addition, any Owner or authorized person using a portion of the Clubhouse facility and/or Party Pavilion shall be responsible for the care and cleaning thereof, including the kitchen. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Clubhouse facility and/or Party Pavilion.
3. Owners wishing to reserve a portion of the Clubhouse facility and/or the Party Pavilion must first contact the Association manager or Social Director, if

- applicable, to request a date and time. A deposit shall be due and payable at the time of reservation, and a portion thereof shall be non-refundable, all as determined by the Board. The balance of the deposit shall be refunded only if there has been no damage, misuse or theft to the Clubhouse facility, the Party Pavilion, or their components, and if the Clubhouse facility and/or Party Pavilion, as applicable, are left clean. The amount of the required deposit and the non-refundable portion of the deposit may be established and amended by the Board at any time and from time to time.
4. All community events and meetings shall supersede the use of all other events throughout the Clubhouse facility and/or the Party Pavilion.
 5. Rental of the Clubhouse facilities and/or the Party Pavilion for use by any social, fraternal or political organization shall be prohibited.

D. Rules for Use of Indoor Sports Complex.

1. The hours of the Indoor Sports Complex shall be Tuesday through Thursday, 8:00 AM to 6:00 PM, Friday, Saturday, Monday 8:00 AM to 9:00 PM. Sunday 10:00 AM to 9:00 PM. as determined by the Board from time to time.
2. Use of the Indoor Sports Complex is restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only. PLAYERS SHALL PLAY AT THEIR OWN RISK.
3. Use of the Indoor Sports Complex must be reserved through the Marina Bay activities scheduling module (Marinabayfortmyers.skedda.com) and shall be limited to one (1) hour for use of the court. Reservations may be made one (1) day in advance. Reserved times are from 8:00 AM to 5:00 PM Tuesday through Thursday, 8:00 AM to 8:00 PM Friday, Saturday, Monday, and Sunday 10:00 AM to 8:00 PM. The Sport Complex reserved time will extend one hour past the start of play. Four (4) guests per resident are permitted. Play may continue for up to an additional hour providing no other players are waiting at the expiration of the preceding time limits. Office and/or security staff may, however, at their sole discretion, close the Indoor Sports Complex at any time within that additional one-hour period. When directed to do so, all occupants must immediately vacate the Indoor Sports Complex. In no event shall anyone remain within the Indoor Sport Complex past 9:30 PM Friday through Monday or past 6:00 PM on Tuesday through Thursday. Key fob entry and a resident I.D. badge are required at all times. Those attempting to enter the club house without a form of resident I.D. will be denied entry.
4. No one shall be permitted in the Indoor Sports Complex except those persons playing. Guests must be accompanied by a resident of Marina Bay at all times. Resident I.D. is required. Those deemed uninvited or trespassing will be escorted from Marina Bay. Law enforcement may be contacted at the discretion of management, board member or security.

5. Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited in the Indoor Sports Complex.
6. Only proper attire, shoes and protective wear shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the sports courts. Black soled sneakers shall not be permitted.
7. No intoxicants, food or breakable containers shall be permitted in the Indoor Sports Complex.
8. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the Indoor Sports Complex caused by the Owner, his family members, tenants, guests, invitees, and others for whom the Owner is responsible.
9. Use of the Indoor Sports Complex by any organized team (i.e., school teams, municipal recreation league teams, etc.) is strictly prohibited.
10. Boisterous or profane language shall not be used by players or spectators.
11. Music is strictly prohibited.
12. Walking through the Indoor Sports Complex during play shall be prohibited. Entering or leaving a court shall only occur when the playing of other players is stopped.
13. Community sponsored events or meetings that include the use of the Sports Complex have precedence over use for any other purpose. Rules or permissions for such events may be specified by the Board, property manager, or social director. During such events and only during such events, those rules or permissions supersede any conflicting rules listed above.
14. It is strictly prohibited to use the Emergency Fire door as a means of entry or exit of the Indoor Sports Complex. Violators will be fined, and privileges immediately suspended.

E. Rules for Use of Fitness Center.

1. The Fitness Center shall be available for use 24 hours per day or only during specific times as may be established by the Board from time to time. Time extensions for social or Community events may be granted at the discretion of the Board or, if applicable, the Social Director.
2. USE OF THE FITNESS CENTER AND EQUIPMENT THEREIN SHALL BE USED AT THE RISK OF THE PERSON EXERCISING.
3. Athletic shoes and shirts shall be worn at all times.
4. As a courtesy to others, people exercising are requested to allow others to work in with them.
5. A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.
6. Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the Fitness Center for that purpose.

F. Rules for Use of Fireplace Area.

1. Do not touch the fire or the fireplace glass while the fireplace is in operation.
2. Do not touch the fireplace glass after the flame has been turned off, as the fireplace glass remains very hot.
3. Turn off fireplace immediately after use.

G. General Applicability of Rules to The Clubhouse.

Use of the Clubhouse shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

11.3. Rules For The Swimming Pool Area

A. Pool Area Definition. "Pool Area" as used herein shall include the following:

1. The entire fenced-in area of the Splash park.
2. The entire area of the main pool and lap pools
3. The entire pool decking for all portions to the west of the pool fountain

B. Pool Area Use.

1. THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOLS, SPLASH PARK, WATER SLIDE OR OTHER WATER FACILITIES IN THE POOL AREA SHALL DO SO AT THEIR OWN RISK, INCLUDING, WITHOUT LIMITATION, ALL RISK OF PERSONAL INJURY AND/OR DEATH. The Association and its Board assumes no responsibility for any accident, personal injury and/or death or for any loss or damage to personal property arising out of or in connection with the use of the pools, splash park, water slide and/or the Pool Area in general. Persons using the pools, water slide, splash park or Pool Area agree not to hold the Association or the Board liable for actions of any nature occurring within the Pool Area, including, without limitation, any personal injury and/or death.
2. Pool Area hours are from Dawn to Dusk, but in no event later than 9PM. Outdoor recreation lights shall be turned off no later than 9PM. Prior to 8AM, the use of Pool Area shall be restricted to Owners only. No use prior to 8AM shall be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the Pool Area. The foregoing time restrictions shall not apply to activities occurring on the pool deck which have been organized by the Association.
3. Wheelchairs, strollers, and child waist and arm flotation devices shall be permitted in the Pool Area. No rafts and similar flotation devices shall be permitted in the Pool Area.

C. Code of Conduct for the Pool Area.

1. No nude swimming shall be allowed at any age. Paper or cloth diapers are prohibited in the pool. Infants/children who are not toilet trained and adults who are incontinent must appropriate wear swim diapers which fit snugly around the legs and waist. If the swim diapers become soiled, the person must exit the pool

- immediately and not return until he/she has taken or been given a soap shower and has been covered by a new, clean swim diaper.
2. No intoxicants are allowed in the pool area. However, for alcoholic beverages only, usage is permitted during social events but only at such times when entry into the pools is prohibited.
 3. Except for service animals as specifically authorized by Florida statute and that accompany an individual with a disability or a service animal trainer, no animals are allowed in the pool area. No animals whatsoever shall be allowed to enter the pool, lap pool, water slide, or splash park.
 4. No smoking shall be permitted in the Pool Area.
 5. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the Pool Area unless the equipment is used in conjunction with an event or activity scheduled by the Association.
 6. No running, pushing, dunking, rough play, profane language, diving or jumping in the Pool Area shall be permitted.
 7. Improper use of the water slide or play equipment is prohibited.
 8. Only one person at a time shall be permitted on the water slide and no trains or chains of riders shall be permitted. All riders must slide feet first, either lying on their back or in a seated position, and only after the previous rider has cleared the area below.
 9. No diving or jumping from the water slide shall be permitted.
 10. No climbing up the water slide or on the water slide tower shall be permitted. No standing, kneeling, rotating or stopping on the water slide shall be permitted.
 11. Only appropriate swimwear shall be permitted on the water slide (i.e., no loose garments and/or garments featuring metal buckles, rivets, zippers or rings). No jewelry shall be worn while on the water slide.
 12. No music devices or portable televisions shall be permitted in the Pool Area without the use of headphones.

D. Health and Safety Considerations.

1. All users shall shower before entering the pools.
2. No soaps or shampoos shall be used at the pool side shower.
3. Persons wearing bandages or having colds, viruses, coughs, inflamed eyes, infections or open sores shall not use the pools.
4. Do not use pools if ill with diarrhea.
5. No glass containers or other breakable objects shall be permitted in the Pool Area or anywhere on the pool decking outside of the Clubhouse.
6. All belongings shall be removed when the user is leaving the Pool Area. The Association and its Board shall not be responsible for any belongings lost or stolen.

7. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around the Pool Area provided for this purpose or removed from the Pool Area.
8. A five (5) foot walking area shall be maintained around the pools at all times. Additionally, walking areas around and through the Pool Area shall not otherwise be blocked.
9. In accordance with health department regulations, no food or drink are permitted in the pool, lap pool, water slide, or splash park.

E. Use of pool furniture and equipment.

1. Pool furniture shall not be removed from the Pool Area.
2. Pool furniture shall not be reserved for anyone not in the Pool Area.
3. Pool furniture and equipment shall not be modified, altered or changed in any manner.
4. Towels shall be placed on pool furniture when in use.

F. General Applicability of Rules to The Pool Area.

Use of the Pool Area shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

11.4. RULES FOR THE OUTDOOR COURTS AND PLAYGROUND

A. Play At Your Own Risk.

B. Use of Outdoor Courts.

1. Unless specific hours are indicated below, all outdoor courts are open from 8:00 a.m. until Dusk.
2. During morning hours (8AM - 12PM), players shall maintain low noise levels.
3. Private lessons shall not be given during prime playing hours (5PM – 9PM). Unless specific time limits are indicated below, all outdoor courts are limited to one (1) hour of play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
4. The outdoor courts are restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only.
5. No one shall be permitted on the outdoor courts except those persons playing.
6. Roller skates, skateboards, roller blades, bicycles, scooters, and other play or exercise equipment shall be prohibited on the outdoor courts.
7. No intoxicants, food or breakable containers shall be permitted on the outdoor courts.
8. All belongings shall be removed from the outdoor courts when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.

9. An Owner shall be responsible for the repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the outdoor courts and/or related equipment caused by the Owner, Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.
10. With the exception of any events sponsored by the Association, if any, use of the outdoor courts or any other open play area(s), or any portion thereof, by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.

C. Code of Conduct for the Outdoor Courts.

1. Boisterous or profane language shall be not used by players or spectators.
2. Walking behind or through the courts during play shall be prohibited.
3. Entering or leaving a court or playing field shall only occur when the play of other players is stopped.
4. Only proper attire and shoes shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the courts. Black soled sneakers shall not be permitted.

D. Tennis Court Rules.

1. The Tennis Courts are open from 8AM – 9PM.
2. Tennis play shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
3. Reserving Tennis Court Time: If a reservation schedule is maintained on a board at the tennis courts or online through the Association, the following shall apply:
 - a. Reservations for play shall not be made earlier than the day before the requested time.
 - b. Names of all players shall be posted with the requested time.
 - c. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.
 - d. Unassigned court time may be signed up for by the same players on the same day.
 - e. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
 - f. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

E. Pickleball Court Rules.

1. The Pickleball Courts are open from 8AM – 9PM.
2. Play shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
3. The Board reserves the right to require the use of specific pickleball paddles and/or pickleballs.

4. Reserving Pickleball Court Time: If a reservation schedule is maintained on a board at the pickleball courts or online through the Association, the following shall apply:
 - a. Reservations for play shall not be made earlier than the day before the requested time.
 - b. Names of all players shall be posted with the requested time.
 - c. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.
 - d. Unassigned court time may be signed up for by the same players on the same day.
 - e. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
 - f. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

F. Basketball Court Rules.

1. The outdoor Basketball Court is open for play from 8AM – 9PM.
2. During morning hours (8AM – 12PM), players shall maintain low noise levels.
3. Private lessons shall not be given during prime playing hours (5PM – 9PM).
4. Use of the basketball court is limited to one and a half (1½) hours of play. Play may continue provided no other players are waiting at the expiration of the preceding time limits.

G. Playground Rules.

1. ALL PERSONS USING THE PLAYGROUND SHALL DO SO AT THEIR OWN RISK.
2. The playground hours are from Dawn until Dusk.
3. Proper footwear is required to be worn at all times.
4. No glass containers or other breakable objects shall be permitted in the playground.
5. No running, pushing, rough play or profane language in the playground shall be permitted.
6. No intoxicants or smoking shall be permitted in the playground.
7. Improper use of playground equipment shall be prohibited.

H. General Applicability of Rules to the Outdoor Courts and Play Area.

Use of the Outdoor Courts and Playground shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract."

APPENDIX A - PRE-APPROVED AWNING FABRIC SELECTION

SUNBRELL FABRIC SELECTIONS

SOLIDS

Hogan Walnut – 14614-0000

Hogan Sparrow – 14615-0000

Toast – 8428-0000

Fawn – 6060-0000

Smoke – 4615-0000

Silica Gravel – 4833-0000

Charcoal Grey – 4644-0000

Taupe – 4648-0000

Marine Blue – 4678-0000

Royal Blue Tweed – 2103-0063

Mocha Tweed – 4616-0000

STRIPES

Paxton Stone – 4711-0000

Paxton Marble – 4713-0000

Manhattan Fog – 4876-0000

Era Ash – 4766-0000

Preston Stone – 4768-0000

Grey/Black/White – 4799-0000

Mediterranean Canvas Block – 4921-0000

Heather Beige Classic – 4954-0000

Cooper Ash – 4835-0000

Beaufort Cloud – 4752-0000

Equate Cashmere – 4709-0000

APPENDIX B - MARINA BAY LANDSCAPE REPLACEMENT OPTIONS

LARGE GROWING PALMS

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Alexander Palm	Ptychosperma elegans	15'-25'	6'-10'	No	White	Summer
Areca Palm	Dypsis lutescens	25'-30'	10'-20'	No	Yellow	Year-Round
Bismarck Palm	Bismarckia nobilis	40'-70'	15'-20'	No	Cream	Spring/Summer
Bottle Palm	Hyophorbe lagenicaulis	12'-20'	10'-15'	No	White	Summer
Canary Island Date Palm	Phoenix canariensis	40'-50'	20'-40'	No	Orange	Spring/Summer
Chinese Fan Palm	Livistona chinensis	20'-50'	8'-15'	No	Cream	Summer
Christmas Palm a/k/a Manila Palm	Adonidia Merrillii	20'-25'	5'-8'	No	Cream	Summer
Foxtail Palm	Wodyetia bifurcata	20'-30'	8'-20'	No	White	Spring
Paurotis Palm (a/k/a Saw Cabbage Palm)	Acoelorrhaphe wrightii	15'-30'	10'-15'	Yes	Yellow/White	Spring
Queen Palm	Syagrus romanzoffiana	10'-50'	20'-25'	No	Cream	Spring/Summer
Sabal Palm (a/k/a Cabbage Palm)	Sabal Palmetto	25'-60'	10'-15'	Yes	White	Summer
Senegal Date Palm	Phoenix reclinata	25'-35'	12'-20'	No	White	Spring
Thatch Palm	Thrinax morrisii	20'-35'	8'-12'	Yes	White/Yellow	Spring/Summer

SMALL GROWING PALMS

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Cat Palm	Chamaedorea cataractarum	3'-5'	3'-5'	No	N/A	N/A
European Fan Palm	Chamaerops humilis	3'-5'	1'-3'	No	Yellow	Summer
Lady Palm	Rhapis excelsa	7'-14'	10'-15'	No	N/A	N/A
Needle Palm	Rhapidophyllum hystrix	6'-8'	5'-10'	Yes	Red	Summer
Pygmy Date Palm	Phoenix roebelinii	6'-12'	6'-8'	No	Cream	Spring
Saw Palmetto	Serenoa repens	2'-8'	2'-3'	Yes	Cream	Spring
Silver Saw Palmetto	Serenoa repens	3'-6'	3'-6'	Yes	N/A	N/A
Spiny Licuala(a/k/a Ruffled Fan Palm)	Licuala spoinosa	6'-12'	3'-6'	No	White	Year-round

CANOPY TREES

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Black Olive (Shady Lady)	Bucida buceras 'Shady Lady'	40'-50'	35'-50'	Yes	Pale Yellow	Spring/Summer
Callophyllum	Callophyllum brasiliense	30'-40'	40'-50'	No	White Fragrant	Spring/Summer
Holly (East Palatka)	Ilex attenuata	30'-45'	10'-15'	Yes	Red Berries	Fall/Winter
Magnolia (Sweet Bay)	Magnolia virginiana	40'-60'	20'-50'	Yes	White Lemon Scented	Spring
Mahogany	Swietenia mahagoni	40'-60'	40'-60'	Yes	Pale Yellow Fragrant	Spring
Pigeon Plum	Coccoloba diversifolia	20'-40'	20'-35'	Yes	Whitish Green	Spring/Summer
Poinciana (Yellow)	Peltophorum pterocarpum	40'-50'	30'-50'	No	Yellow Fragrant	Spring thru Fall
Tamarind (False)	Lysiloma latisiliqua	30'-60'	30'-50'	Yes	White Fragrant	Spring/Summer

SMALL and MEDIUM TREES (Usually Pruned Smaller in Residential Settings)

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Clusia (Small leaf)	Clusia guttifera	20'-25'	10'-12'	No	White	Spring
Bottlebrush (trained as a tree)	Callistemon citrinus	6'-30'	6'-15'	No	Bright Red	Spring/Summer
Buttonwood (Green)	Conocarpus erectus	30'-45'	20'-30'	Yes	Green (small) & Tiny Cones	Year Round
Buttonwood (Silver)	Conocarpus erectus var. sericeus	15'-20'	15'-20'	Yes	White (small) & Tiny Cones	Year Round
Cassia Yellow	Senna spectabilis: Cassia surattensis	15'-20'	15'-20'	No	Showy Yellow & Pods	Spring/Summer
Clusia (Pitch Apple)	Clusia rosea	25'-30'	15'-25'	Yes	Pink/White	Summer
Crape Myrtle	Lagerstroemia indica	10'-30'	15'-25'	No	White/Lavender/Pink/Red	Spring/Summer
Desert Cassia	Senna polyphylla	6'-10'	6'-8'	No	Yellow	Summer
Eastern Redbud	Cercis canadensis	20'-30'	15'-35'	Yes	Usually Purple	Spring
Fringe Tree	Chionanthus virginicus	12'-20'	10'-15'	Yes	White Fragrant w/ Berries	Spring/Summer
Geiger (Orange)	Cordia sebestena	25'-30'	20'-25'	Yes	Bright Orange Clusters	Year Round
Geiger (White)	Cordia boissieri	15'-20'	10'-15'	Yes	White Clusters	Spring/Summer
Holly (Dahoon)	Ilex cassine	20'-30'	15'-20'	Yes	White & Berries	Spring
Holly (Nellie R. Stevens)	Ilex aquifolium and Ilex cornuta	20'-30'	10'-15'	No	White & Berries	Spring/Summer
Hydrangea (Oakleaf)	Hydrangea quercifolia	6'-10'	6'-8'	Yes	Whitish-Pink	Summer
Jamaica Caper	Capparis cynophallophora	6'-20'	6'-15'	Yes	Purple/White	Spring
Japanese Fern Tree	Filicium decipiens	20'-25'	15'-20'	No	Small White w/Berries	Spring/Summer
Japanese Privet	Ligustrum japonicum	8'-12'	15'-25'	No	White w/Purple Drupes	Spring/Fall
Pigeon Plum	Coccoloba diversifolia	15'-40'	20'-35'	Yes	Small White w/Berries	Spring/Summer
Poinciana (Dwarf trained as a tree)	Caesalpinia pulcherrima	8'-12'	10'-12'	No	Red, Orange, Yellow & Pods	Year Round
Simpson's Stopper Twinberry	Myrcianthes fragrans	6'-30'	15'-20'	Yes	White Fragrant w/Berries	Spring/Summer
Sweetbay Magnolia	Magnolia virginiana	40'-50'	15'-25'	Yes	Creamy White & Cone Fruit	Spring/Summer
Sweet Viburnum (also used as hedge)	Viburnum odoratissimum	25'-30'	15'-25'	No	White Fragrant	Spring/Summer
Tabebuia (Pink Trumpet Tree)	Tabebuia heterophylla/Impetiginosa	20'-30'	15'-25'	No	Pink	Spring/Summer
Wax Myrtle	Myrica cerifera	15'-25'	20'-25'	Yes	Green w/Fleshy Blue Fruit	Spring/Summer
Wild Olive (a/k/a Devilwood)	Osmanthus americanus	15'-25'	10'-15'	Yes	White Fragrant w/Blue Drupes	Spring/Fall

SHRUBS (Small, Medium, Large)

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Anise	Illicium spp.	10'-15'	6'-10'	Yes	Red w/Green Fruit	Spring
Bay Cedar	Suriana maritima	5'-20'	5'-8'	Yes	Yellow	Year-round
Beautyberry	Callicarpa americana	6'-8'	6'-8'	Yes	Purple w/Berries	Spring-Fall
Bird of Paradise	Strelitzia reginae	3'-5'	3'-5'	No	Orange/Blue	Year-round
Bird of Paradise (Giant)	Strelitzia nicolai	20'-30'	15'-20'	No	Blue/White	Year-round
Bottlebrush (shrub)	Callistemon spp.	6'-30'	6'-15'	No	Bright Red	Spring/Summer
Bougainvillea	Bougainvillea spp. (Limited Locations)	15'-40'	5'-20'	No	Various	Winter/Spring
Bougainvillea (Dwarf)	Bougainvillea spp.	4'-40'	15'-40'	No	Variety of colors	Year-round
Cardamon ginger	Elettaria cardamomum	5'-10'	4'-6'	No	White/Lilac	Spring/Summer
Cardboard Plant	Zamia furfuracea	2'-5'	5'-8'	No	Cone/Red Seeds	Winter/Spring
Clusia (Pitch Apple)	Clusia rosea	25'-35'	15'-25'	Yes	Pink/White w/Fruit Capsule	Summer
Coco Plum (usually trimmed as a hedge)	Chrysobalanus icaco	6'-20'	4'-6'	Yes	White	Summer
Coontie	Zamia floridana	1'-5'	3'-5'	Yes	Cones	Late winter
Copperleaf	Acalypha wilkesiana	8'-12'	6'-8'	No	N/A	N/A
Coral Bean	Erythrina herbacea	5'-10'	8'-12'	Yes	Scarlet	Spring
Crinum Lily	Crinum spp.	3'-5'	3'-5'	No	White/Pink Fragrant	Year-round
Croton (Florida Select, Mammy, Zanzibar)	Codiaeum	3'-8'	3'-6'	No	White (small)	Winter
Desert Cassia	Senna polyphylla	6'-10'	6'-8'	No	Yellow	Summer
Fiddlewood (frequently trimmed as a hedge)	Citharexylum spinosum	15'-25'	8'-12'	Yes	White Fragrant	Year-round
Firebush (frequently trimmed as a hedge)	Hamelia patens	5'-20'	5'-8'	Yes	Orange-Red	Year-round
Gardenia (many cultivars)	Gardenia	4'-8'	4'-8'	No	White Very Fragrant	Varies
Golden Dewdrop (a/k/a Sky Flower)	Duranta erecta	4'-18'	10'-15'	Yes	Blue Violet w/Gold Berries	Spring/Summer
Green Island Ficus	Ficus microcarpa	1'-8'	3'-4'	No	Rare	Rare
Hawaiian Ti Plant	Cordlyne terminalis	3'-10'	2'-4'	No	Yellow	Spring
Heleconia	Heleconia Heleconia	2'-15'	3'-6'	No	Red/Yellow/ Orange Bracts	Spring/Summer
Hibiscus (Hardy)	Hibiscus spp.	2'-15'	4'-8'	Most	Many Color Varieties	Summer/Fall
Holly (Burford)	Ilex cornuta Bufordii	15'-25'	15'-25'	No	White w/Red Berries	Spring thru Winter
Holly (Dwarf)	Ilex vomitoria Schilling's	4'-7'	6'-10'	Yes	White	Spring
Indian Hawthorn	Raphiolepis indica	2'-10'	2'-6'	No	Light Pink/White w/Blue Fruit	Spring/Summer
Inkberry	Scaevola plumieri	2'-4'	3'-8'	Yes	Pink/White	Summer
Ixora	Ixora spp.	10'-15'	4'-10'	No	Red/Yellow	Year-round
Jamaican Caper	Capparis cynophallophora	6'-15'	8'-12'	Yes	White	Spring
Japanese Privet	Ligustrum Japonicum	8'-12'	15'-25'	No	White w/Purple Drupes	Spring/Fall
Japanese Yew	Podocarpus mrcrophyllus	30'-40'	2'-25'	No	Yellow w/Blue Drupe	Spring/Summer
Jasmine	Jasminum spp. Jasmine	2'-5'	2'-5'	No	White	Year-round
Jasmine (Asiatic)	Trachelospermum asiaticum	6'-12'	15'-20'	No	White Fragrant	Year-round
Jasmine (Orange)	Murraya paniculata	8'-12'	8'-15'	No	White Fragrant	Year-round
Jatropha (often pruned as a small tree)	Jatropha integerrima peregrina	8'-15'	5'-10'	No	Red	Year-round
Lantana (Weeping)	Lantana depressa	3'-6'	3'-6'	Yes	Yellow	Year-round

Marlberry (good for screens and hedges)	Ardisia escallonioides	10'-20'	3'-12'	Yes	White Fragrant w/ Purple Berries	Fall/Winter
Myrsine	Mysine guianensis	15'-20'	8'-12'	Yes	Greeish-Yellow w/Black Berries	Spring/Summer
Necklace Pod	Sophora tomentosa	4'-10'	4'-8'	Yes	w/Pod	Year-round
Oleander (Dwarf)	Nerium oleander	10'-18'	10'-15'	No	White/Pink/Red/Purple w/Pod	Spring & Fall
Philodendron (Xanadu)	Philodendron x 'Xanadu'	2'-4'	4'-6'	No	Green	Periodically
Plumbago (perennial trimmed as a hedge)	Plumbago auriculata cvs. Plumbago	6'-10'	8'-10'	No	Blue	Year-round
Podocarpus (frequently trimmed as a hedge)	Podocarpus spp.	30'-40'	20'-25'	No	Yellow w/Blue Drupe	Year-round
Porterweed	Stachytarpheta cayennensis	4'-6'	4'-8'	No	Blue or Coral	Summer/Fall
Schefflera (Dwarf) (may be trimmed as a hedge)	Schefflera arboricola	10'-15'	6'-15'	No	Orange Yellow Fruit	Winter
Simpson's Stopper	Myrcianthes fragrans	6'-30'	15'-20'	Yes	White Fragrant w/Berries	Spring/Summer
Sweet Almond Bush	Aloysia virgata	5'-15'	3'-8'	No	White Intensely Fragrant	Summer/Fall
Texas Sage	Leucophyllum frutescens	3'-5'	3'-5'	No	White/Pink/Lavender/Blue	Summer
Thryallis	Galphimia glauca	5'-9'	4'-6'	No	Yellow	Year-round
Ti Plant	Cordyline guineensis	3'-10'	2'-4'	No	Rosy-Pink w/Green	Varies
Variegated Shell Ginger	Alpina zerumbet "Varigata"	6'-12'	3'-5'	No	White Fragrant	Summer
Viburnum (Walters)	Viburnum rufidulum	20'-25'	20'-25'	Yes	Small White	Spring
Wax Myrtle	Myrica cerifera	15'-25'	20'-25'	Yes	Green w/Blue Fruit	Spring/Summer
Wild Coffee	Psychotria nervosa	4'-10'	4'-10'	Yes	White w/Red Berries	Spring/Summer
Wild Olive (a/k/a Devilwood)	Osmanthus americanus	15'-25'	10'-15'	Yes	White Fragrant w/Blue Drupes	Spring/Fall
Witchhazel	Hamamelis virginiana	20'-30'	15'-25'	Yes	Yellow	Fall

GROUND COVERS

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Blue Daze	Evolvulus glomeratus	0.5'-1"	1'-2"	No	Blue	Spring/Summer
Bugal Weed	Ajuga reptans	0.5'-1"	1'-2"	No	Purple/Blue	Spring/Summer
Fern (Wild Boston)	Nephrolepis exaltata	1'-4'	1'-3'	Yes	None	N/A
Natal Plum (Dwarf)	Carissa macrocarpa	1'-2'	4'-8'	No	Fragrant White	Summer
Perennial Peanut	Archis glabrata	0.5'-12"	1'-8"	No	Yellow	Summer thru Fall
Powderpuff (Sunshine Mimosa)	Mimosa strifillosa	6"-9"	8"-10"	Yes	Pink	Year-Round
Periwinkle	Vinca major	1'-2'	1'-5'	No	Lavender Blue	Summer

GRASSES

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Cordgrass (Marshgrass, Sand Cordgrass)	Spartina bakeri	3'-4'	3'-5'	Varies	Brown (Scarce)	Early Spring
Fakahatchee Grass	Tripsacum dactyloides	4'-6'	4'-6'	Yes	Cream/Orange/Red/Yellow	Summer/Fall
Florida Gamma Grass	Tripsacum floridana	2'-4'	4'-6'	Yes	Yellow	Spring/Summer
Liriope (Lilyturf)	Liriope muscari	0.5'-1'	0.5'-2'	No	White w/berries	Summer
Muhly Grass	Muhlenbergia spp.	2'-5'	2'-3'	Yes	Pink	Fall
Purple Fountain Grass	Pennisetum setaceum	4'-6'	2'-4'	No	Purple w/Copper Leaves	Summer/Fall

PATIO PLANTS

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Bromeliads	Bromeliad spp.	1'-2'	1'-2'	Varies	Many Colors	Varies
Cordyline (a/k/a Ribbon Plant or Ti Plant)	Cordyline terminalis	3'-10'	2'-4'	No	Yellow	Spring
Dracaena (Corn Plant)	Dracaena fragrans massangeana	5'-15'	2'-3'	No	White Fragrant	Periodically
Peace Lily	Spathiphyllum	1'-4'	1'-4'	No	White Spathe	Spring

VEGETATION NOT PERMITTED (PALMS)

If currently existing on a residential property in Marina Bay, due to size at maturity, upon demise, replacement is not permitted.

However, may be professionally planted by contracted landscape company in open common areas with approval.

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Magnolia (Southern)	Magnolia grandiflora	60'-80'	30'-40'	Yes	White Fragrant	Spring/Summer
Red Maple	Acer rubrum	35'-80'	25'-35'	Yes	Red Colorful Leaves	Fall
Slash Pine	Pinus elliottii	75'-100'	35'-50'	Yes	Yellow & Cones	Spring/Summer
Southern Live Oak	Quercus virginiana	60'-80'	60'-120'	Yes	Yellow/Green Catkins	Early Spring

VEGETATION NOT PERMITTED (Assessed as Invasive/Aggressive)

For a complete list of noxious weeds/invasive species, please refer to the Florida Department of Agriculture and Consumer Services Website

Australian Pine	Casuarina species	Prohibited from use in Florida according to the Federal Noxious Weed List. Unlawful to possess, cultivate, transport, cultivate, import without permit from DEP.
Bischofia	Bischofia javanica	Invasive assessment: Not recommended, aggressive roots MUST be managed.
Brazilian Pepper	Schinus terebinthifolius	Aggressive, rapidly colonizing invasive tree dominates entire ecosystems.
Carrotwood	Cupaniopsis anacardioides	Prohibited from use in Florida according to the Federal Noxious Weed List. Invasive, noxious, spreads rapidly (seeds disseminated by birds).
Downy Rosemyrtle	Rhodomyrtus tomentosa	Invasive Category I, noxious. Has potential to become more invasive than Brazilian Pepper.
Earleaf Acacia	Acacia auriculiformis	Not recommended. MUST be managed. Escapes cultivation and becomes mildly invasive.
Java Plum	Syzygium cumini	Invasive Category I, rapid spreading, non-native.
Norfolk Island Pine	Araucaria heterophylla	Can be recommended, but, too large for residential areas. Large surface roots problematic.
Punk Tree	Melaleuca species	Prohibited from use in Florida. Invasive Category I, noxious.
Surinam Cherry	Eugenia uniflora	Potentially invasive. Not recommended in South Florida. Will be reassessed in 10 years.