RULES AND REGULATIONS
FOR
CONDOMINIUM I AT BARLETTA, A CONDOMINIUM
CONDOMINIUM II AT BARLETTA, A CONDOMINIUM
CONDOMINIUM III AT BARLETTA, A CONDOMINIUM
CONDOMINIUM IV AT BARLETTA, A CONDOMINIUM
CONDOMINIUM V AT BARLETTA, A CONDOMINIUM
CONDOMINIUM VI AT BARLETTA, A CONDOMINIUM

(as amended by the Board of Directors on June 19, 2014)

The Rules and Regulations hereinafter enumerated as to the Association properties, condominium property, the common elements, the limited common elements, and the units, shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. The initial Rules and Regulations are as follows:

1. BUILDING APPEARANCE AND MAINTENANCE:

(a) The streets, sidewalks, walkways, entrances, and stairs must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units, nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, plants, or any other object of a similar type and nature be left therein or thereon. The Association shall have the right to remove and discard any items obstructing these areas.

(b) Personal property of unit owners shall not be stored outside their units.

(c) No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways, hallways, and entry ways, nor shall any linens, cloths, clothing, curtain, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, or entry ways, or exposed on any part of the limited common elements or common elements. The limited common elements and the common elements shall be kept free and clear of refuse, debris and other unsightly material.

Any unit owner or tenant may display one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

(d) No person shall allow anything whatsoever to fall from the windows, walkways, entry ways or doors of the premises, nor sweep or throw any dirt, waste or other substances out of the unit or on the common elements of the Condominium.

(e) Unit owners and their family, tenants, guests, licensees and invitees shall ensure that none of their possessions are left littered on the condominium property. Refuse, garbage and recyclable materials shall be deposited in the appropriate dumpsters and recycle bins.

All garbage must be bagged. Trash is not to be left in front of the unit or on the ground in the dumpster area. If large items, such as furniture or appliances, are being discarded, the unit owner or tenant shall call Alliant Property Management (239-454-1101) and schedule a special pickup. The items should then be placed by the dumpster area for removal as instructed by Alliant.

(f) Unit owners shall not use or permit the use of their units or the condominium property in a manner which would be disturbing to or be a nuisance to other unit owners or occupants, or in a manner which would be illegal, immoral, improper, or which would cause damage or injury to the reputation of the Condominium. Unit owners and their family, tenants, guests, licensees and invitees are to conduct themselves in a respectful manner at all times refraining from any conduct which may be deemed offensive to other unit owners and occupants of the Condominium. Unit owners and their family, tenants, guests, licensees and invitees are to refrain from any outdoor activity which may be deemed offensive by the standards of the community, including but not limited to traversing the condominium property with an open container of alcohol. Any conduct which may be deemed a nuisance is strictly prohibited. No unit owners or tenants shall make or permit any disturbing noises by himself, his family, guests, licensees or invitees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners and occupants of the Condominium. No unit owner or tenant shall play upon or permit to be operated a phonograph, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other occupants of the Condominium. Unit owners and their family, tenants, guests, licensees and invitees are to keep noise levels within the unit to a reasonable volume as not to be heard through any adjoining or exterior wall. Unit owners and their family, tenants, guests, licensees and invitees must keep the noise related to any outdoor activity to minimum as not to disturb any other residents between the hours of 8 P.M. through 8 A.M.

(g) No exterior radio or television antenna installation, or other wiring, shall be made without the prior written consent of the Board of Directors, except as otherwise provided by law.

(h) No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the units, limited common elements or common elements by any unit owner or occupant without written permission of the Association.

(i) No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element, except those necessary and suited for normal household use.

(j) Unit owners, residents, their families, guests, servants, employees, agents, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

(k) Propane gas grills are absolutely prohibited and may not be used or stored anywhere on the condominium property. Placement of propane or gas grills on the property may

result in a fine by the local fire district. The Association has the right and obligation to remove such items from the condominium property.

2. ALTERATION OF CONDOMINIUM: Unit owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium, and is also subject to prior approval of the ARC. For example, no unit owner may install screen doors, or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Association and the ARC. All such additions, changes or alterations must be presented in writing to the board of Directors for approval, accompanied by written plans when requested or drawings and specifications. The Board of Directors shall approve such requests only if the Association is protected against, or indemnified as to construction liens and/or claims arising from such work.

3. EMERGENCIES IN OWNER'S ABSENCE: In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the Association shall retain pass-keys to all units. The locks of each unit are not to be changed or altered without providing the Association with a duplicate key.

Any unit owner who plans to be absent from his unit for an extended period of time must prepare his unit prior to his departure in the following manner:

(a) By removing all furniture, plants and other objects from around the outside of the unit; and

(b) By designating a responsible caretaker to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The Manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker. Such caretaker will notify the Association prior to making any entry to the unit during the owner's absence.

4. PETS: The Board may impose reasonable restrictions upon how and where pets may be permitted upon the common elements. No one other than a unit owner may keep a pet and the unit owner must be in simultaneous residence with said pet. No pets of any kind are permitted in non-owner occupied units, including but not limited to leased units. Tenants are not allowed to have any pets.

5. PARKING OF VEHICLES: Covered and uncovered parking spaces have been provided for the parking of private passenger automobiles of owners and the owners' family, tenants, and guests. No motor vehicle shall be parked anywhere on the condominium property except within the applicable assigned covered parking space or an uncovered parking space. Covered parking spaces are designated for the exclusive use of the assigned unit. Parking in a covered parking space of another unit without the owner's permission is considered trespassing. Reference to "motor vehicle" or "motor vehicles" in this Rule 5 shall include, but not be limited to, motorcycles.

(a) All motor vehicles parked on the condominium property must prominently display a valid form of approval to park within the Bella Terra community. Valid forms of approval include transponders/bar code stickers, resident passes (which are issued to unit owners

when driving a motor vehicle other than their primary motor vehicle), and guest passes all of which are issued by the Master Association. Resident passes and guest passes that have expired will not be considered a valid form of approval.

(b) Bicycles of the owner of a unit, or the owner's Family, Tenants, or Guests, stored in a parking space may only be stored in the covered parking space assigned to the owner's unit and must be attached to a bicycle rack located between the vehicle and the carport. No bicycles may be chained or otherwise attached to any carport post.

(c) Neither covered nor uncovered parking spaces shall be used for the storage of boats, boat trailers, recreational vehicles, motor homes, trailers, semitrailers, house trailers, campers, truck campers, travel trailers, mobile homes, motor homes, recreational vehicles, commercial trucks or vehicles which are primarily used for commercial purposes, except for service vehicles temporarily present on business, or non-operational or invalidly licensed automobiles. Such vehicles may not be kept on the condominium property. For purposes of this paragraph, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less. No house trailer, mobile home, motor home and the like may be kept on the Condominium more than two (2) times in any month.

(d) No repairs or maintenance of vehicles may be performed except emergency repairs.

(e) Because there are limited parking spaces, each owner is specifically cautioned that the Board of Directors may prohibit owners from keeping more than two motor vehicles on the premises on a permanent basis.

(f) Any vehicles parked in violation of the parking restrictions are subject to towing, with the owner of the vehicle responsible for all costs of towing.

6. <u>GUESTS:</u> Any and all guests who will be staying in any unit within the condominium property operated by the Association for more than two nights must register, in advance, with both the security company employed by Bella Terra of Southwest Florida, Inc. (the "Master Association") in order to gain access to the Bella Terra community and also with the Association's property management company, Alliant Property Management, and must have written permission from the management company to gain access to the community.