RULES AND REGULATIONS
AMENDED AND RESTATED FOR SABAL PALM AT GRANDEZZA CONDOMINIUM ASSOCIATION, INC.

The Board of Directors has adopted these Rules & Regulations pursuant to Section 12.28 of the Declaration of Condominium for Sabal Palm at Grandezza, A Condominium Association, as recorded in the Public Records of Lee County. These Rules shall remain in full force and effective until such time as they are amended, modified, rescinded in accordance with Section 1, Article VI of the Bylaws.

1. Applications

These Rules & Regulations are intended to supplement and complement the restrictive covenants and other provisions set forth in the Declaration and the Bylaws, and shall govern the use of the Units and the Common Elements, as well as the conduct of the Association and all contractors, agents, guests and other invitees. In the event that any occupant of a Unit other than the Owner, renters, guests, contractors or any other person invited to the property, is responsible for a violation of the Rules or other Condominium Documents, the Association may hold the Owner of such Unit jointly and severally responsible for the actions of such other Persons.

2. Enforcement

The Association, acting through the Board of Directors or a duly authorized enforcement committee, shall enforce these Rules & Regulations in accordance with the notice and hearing requirements set forth in the Declaration of Condominium. The Association may impose the specific monetary fines set forth in these Rules, for violations of the Rules and other Condominium Documents. Each violation of the covenants set forth in the Declaration shall be subject to a maximum fine of $100; or a $100 fine each day of the continuing violation after notice, up to a total maximum of $1,000, as applicable. The Association may impose such fines in addition to exercising all other enforcement remedies available under the Declaration, the Bylaws, at law or in equity.

3. Reporting of Violations

Any Owner or Tenant may report a violation of these Rules & Regulations or other Condominium Documents by delivering written notice via US Mail or email to Vesta Property Services. Written notice of an alleged violation shall state: (a) the nature of the alleged violation; (b) the identity of the Owner or the other Person who allegedly committed the violation; (c) the identity of the Owner who is responsible for the alleged violator, if the alleged violator is other than the Owner; and (d) the name, address and telephone number of the Person filing the complaint. The Grandezza Master POA Guard House provides for

after-hours patrols and may respond to a non-emergency event upon contacting them at 239-498-8895. All emergencies should be reported to the authorities by calling 911.

4. Exceptions & Other Relief

The Board of Directors may, but shall not be obligated to, grant exceptions and other relief from these Rules & Regulations when, in the Board's sole discretion, the particular circumstances merit such relief; provided, however, that the Board use its best good-faith efforts to treat similarly situated parties in a similar manner.

5. Use of Common Elements

The use of the Common Elements by the Owners or other occupants of the Units and their Guests shall be subject to the following restrictions:

a. Signs, Displays, etc.

No one may place any sign, poster, advertising device, notice or other display of any kind anywhere within the Common Elements, on the windows or other transparent opening of a Unit, or on the exterior doors of a Unit. Notwithstanding the preceding sentence, on the day of an open house held to market a Unit to the public, a Unit Owner may display one "open house" sign within the Common Elements beginning at 1pm, and the Owner or agent shall remove the sign after the conclusion of the open house, or by 5pm, whichever occurs earlier.

b. Walkways and Storage of Personal Property

No one may obstruct the stairways, sidewalks, driveways or similar portions of the Common Elements. No one may park or store bicycles or any other personal property within the Common Elements, except in spaces, if any, that the Board of Directors may designate for such purposes.

c. Clubhouse Rules

The Sabal Palm Clubhouse is for the primary use and enjoyment of Sabal Palm residents. Non-community sponsored events for more than 12 individuals requires a clubhouse rental with a Sabal Palm unit owner/sponsor to sign up, complete an application, submit the deposit(s) and be present for the duration of the event. Such events may not exceed a maximum of 30 people. Please note that the Pool, Pool Deck and Restrooms must remain open to the entire community at all times and cannot be reserved for any event.

1) Requests to use the Clubhouse must be made no less than two weeks in advance. Please refer to the sign-up sheet located in the kitchen area of the Clubhouse. If the date requested is available please add your name, unit number, contact phone number and the event details.

a) For events comprised of 12 people or less, no further action is necessary. For events in excess of 12 people (Rental) please sign up and complete a Clubhouse Rental application (available in the Clubhouse) and send it to Vesta Property Services with two checks made payable to Sabal Palm at Grandezza. One check is for a security deposit of $200.00 and a second check is for $50.00 [nonrefundable rental fee]. The security deposit will be returned to the unit owner after the cleanup is performed and the clubhouse has been inspected.

2) The unit owner will be responsible for any and all damages done to the Clubhouse, pool, pool deck, and areas surrounding the Clubhouse & pool. The unit owner will also be responsible for all clean up.

   a) For non-rental use – If clean-up is not satisfactorily performed, the unit owner will be notified of the deficiency. If any damage occurred, the unit owner will also be billed for the repair. Future incidents may result in restricted use of the clubhouse.

   b) For rental use - If clean-up is not performed, the unit owner will lose part or all of the deposit. If the total cost of any damage is more than the amount of the deposit, the unit owner will be responsible for the difference.

3) The clubhouse cannot be reserved for any holidays. The clubhouse is to be made available to all unit owners during any holiday. Only the neighborhood association may schedule community events for all residents during holidays.

4) Use of clubhouse and rental agreements cannot exceed 5 hours. This will include set up and clean-up.

5) Unless otherwise noted, the clubhouse must be cleaned and vacated by 11:00 p.m.

6) The unit owner/sponsor will be responsible for making sure that all guests follow all rules, including, but not limited to parking and noise control.

7) Parking space at the clubhouse is limited to 7 spaces and 1 handicap space. If additional spaces are needed, unit owner/sponsor will request guests to park in the Grandezza parking lot and make arrangements to shuttle the guests back and forth to the Sabal Palm clubhouse. Parking restrictions will be strictly enforced and vehicles in violation will be towed at the owner's expense.

6. Use of Swimming Pool

The use of the swimming pools by the Owners or other occupants of the Units and their Guests shall be subject to the following restrictions:

a. Responsibility

Anyone who uses the swimming pool shall be strictly responsible for their own safety; anyone who uses the swimming pool shall do so at their own risk. There shall be no lifeguard on duty. The Association shall assume no responsibility for any injury to persons or any damage to property resulting from such use.

b. Pool Hours

The hours of permitted use for the swimming pool are from Dawn to Dusk.

c. Conduct of Owners and Guests

Only Unit Owners, Tenants and their escorted Guests may use the pool Deck or swimming pool. Unit Owners and Tenants shall be strictly responsible for the conduct of their Guests. Children who are at the swimming pool are not permitted in the clubhouse or on the furniture in wet bathing suits to watch television. Unauthorized use of the pool deck or swimming pool or use after permitted hours, constitutes criminal trespass, and the Association will prosecute violators to the full extent permitted by Florida Statute Section 810.09.

d. Health Issues

The maximum capacity of the swimming pool is 33 people. No incontinent Persons may use the swimming pool. Children in diapers who use the pool must be in swimming diapers that do not allow the release of urine or stools into the water. No animals may enter the pool deck or the swimming pool. No one may enter the swimming pool without showering.

e. Safety Issues

No one may run, dive, splash water, engage in acrobatics or horseplay, or otherwise cause undue disturbance to others Persons, anywhere within the pool deck or swimming pool. No one may have food or drink in the swimming pool. No one may use glass containers anywhere within the pool deck or the swimming pool.

7. Parking of Vehicles; Parking Permits

Each Unit Owner and Tenant shall cause their Guests or other invitees to prominently display parking passes within their vehicles at all times while the Guests or invitees' vehicles are parked within the Condominium Property. The Association may tow any vehicle parked in violation of this Rule or Section 12 of the Declaration without notice or warning. Vehicles with invalid or expired license plates are not permitted to be parked anywhere within Sabal Palm.

Guests only are allowed to park in visitors' spaces. Anyone with more than two (2) vehicles must park the additional vehicle in the unassigned parking spaces located on the property. No parking is permissible on the grass, common ground or streets at any time. Service vehicles are allowed to park on the street only if necessary, and then only if necessary to

service a Unit within the Property. Any and all vehicles parked or stored on the Property which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Association at the vehicle owner's expense. Each Owner agrees to notify all Guests of the regulations regarding parking and to require Guests to abide by such parking regulations.

No commercial truck, commercial van, or other commercial vehicle, and no recreational vehicle, shall be permitted to be parked overnight. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure.

No Vehicle shall be allowed to remain in a driveway or other common element or limited common element of the association which leaks oil or any other fluids, in the reasonable opinion of the Association, is a nuisance or detriment to the health, safety and well being of the community. Any fluid that may leak in an owner's driveway is the owner's responsibility to clean up at their expense. Any vehicles which are not allowed to remain in the community for the reasons set forth in this section or any other provision of the declaration may, after reasonable notice, be removed by a licensed towing company or any other appropriate means at the expense of the owner of the vehicle.

8. Barbecue Grills

No one may use a barbecue grill of any kind within a Unit, the first floor terrace or the second floor balcony appurtenant to a Unit, or any other covered area within the Condominium Property.

a. Propane Grilling, Storage

The Florida Fire Prevention Code prohibits any cooking on a balcony of an apartment or condominium. The only exception is for **electrical** cooking appliances such as electric ranges or electric grills.

The Florida Fire Prevention Code prohibits the storage or use of L.P. (liquid propane) in any apartment or condominium. Therefore, L.P. gas tanks in excess of two pounds cannot be stored anywhere within a unit, including on the lanai or in the garage.

9. Pets

The ability to keep a domestic pet is a privilege, not a right. If, in the opinion of the Board of Directors, any pet becomes a source of unreasonable annoyance or a threat to others, or the owner of the pet fails or refuses to comply with the below stated restrictions, the owner, upon written notice, may be required to remove the pet from the premises.

a. Pets are limited to no more than two (2) dogs (each under 50lbs) and cats in the aggregate, small birds are to be kept in a bird cage and tropical fish are to be kept in

an aquarium. Tenants and guests of owners are prohibited from having any pets or animals of any kind.

b. No one may permit their pets to roam freely anywhere within the Common Elements; every dog owner shall keep such owner's dog on a leash or with an appropriate pet carrier whenever such dog is permitted outside the confines of the pet owner's Unit. No dog will be tethered and left outside alone. Pet owners shall collect and dispose of all animal waste from their pets in accordance with 12.20 Section B of the declaration. While outside with a pet each pet owner shall be required to have visible a bag or paper to collect animal waste. Pet owners shall not permit their pets to cause disturbances, including, but not limited to, making noise audible to the occupants of other Units.

10. Amplified Sound

No Owner or resident of a Unit may make or permit any disturbing noises, as determined by the Board of Directors, in the building or on the Condominium Property, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his Unit, or on or about the Condominium Property, if the same shall in any manner disturb or annoy the other residents or Owners of the Condominium Property.

11. Laundry Drying, etc.

No one may hang or dry clothing, laundry, textiles or similar materials anywhere within the Condominium Property that is visible from the Common Elements or to the occupants of another Unit.

12. Disposal of Garbage & Yard Refuse

No one may accumulate garbage, waste, or yard debris anywhere within the Condominium Property, except in approved containers with lids. The Owner or other occupants of a Unit shall place such sanitary bags or other containers on the driveway in a covered container. Recycling occurs on Tuesday and trash is picked up on Wednesday. You may place your containers on the side of the road the night prior to pick up, but no earlier than 6pm.

13. Discharge of Firearms

No one may discharge a firearm anywhere within the Condominium Property. For purposes of this Rule, the term "firearm" shall include all rifles, shotguns, handguns, starter guns, compressed air guns, bows, crossbows, and any similar weapons.

14. Business & Trade Uses

Each unit shall be used only for the purpose of residence. No Commercial or Professional Business shall be permitted to be operated within any unit, pursuant to 12.1 of the Declaration. Each Unit shall be used only for the purpose of a residence in which there shall not be more than six (6) persons continuously residing, excluding visitors and guests. No Commercial activity or professional business shall be permitted in any Unit without the prior consent of the Association.

15. Leasing of Units

Every Lease of a Unit shall be in writing, shall transfer possession of the entire Unit and not a portion or portions thereof, shall include a term of no fewer than thirty (30) days, and shall require the Tenant and other occupants of the Unit to comply with the requirements of this Declaration and the other Condominium Documents.

a) No Condominium Unit shall be leased for a period of less than thirty (30) days nor more than 120 days and not more than three (3) times per year if unit was purchased after 01/01/08; nor shall any Condominium Unit be leased without the prior written approval of the Board, of which approval is subject to the Board's sole and absolute discretion, nor shall any Condominium Unit be used or sold on a "time-share basis.
b) No consistent noisy or disruptive behavior in the unit or around the community
c) No owning or discharging of fireworks on the property
d) Absolutely no discharging of a weapon, including BB guns, air guns, etc.
e) No boats, rafts or other watercrafts on the lakes. Swimming in the lakes is also prohibited
f) No sunbathing or gatherings in the driveways
g) No speeding on the property and ONE WAY signs must be obeyed at all times
h) No work or commercial vehicles may be parked on the premises at night or on the weekends
i) Boats, trailers, recreational vehicles and motor homes are not permitted to be parked in the driveways
j) Garage doors are to remain closed at all times except when in use
k) You may have one vehicle per licensed driver per unit, cars may not be stored anywhere on property except in the unit's garage or driveway
l) No vehicle maintenance to be performed in the driveway, all vehicles leaking fluids will be towed at the owner's expense
m) Absolutely no motorcycles allowed to be stored or driven on property

n) No gas or charcoal grills anywhere on the premises (Enforced by Estero Fire Department)
o) Absolutely no pets of any kind for Renters or Guests
p) Absolutely nothing may be affixed to the outside of the building (such as satellite dishes, cables, bird houses, wall hangings, etc.)
q) Window coverings must be white or off white on any exterior facing surface
r) Lanais are to be kept clean and are not to be used as storage facilities
s) No littering (this includes cigarette butts)
t) All garbage and recycling receptacles are to be kept within the garage. Please place your receptacles out on Monday after 6pm for Recycling and Tuesday after 6pm for Trash pickup. Receptacles should be removed and stored as soon as possible after pick up. All trash must be placed in a garbage can and not put out in plastic bags.
u) Follow all pool rules including but not limited to no foul language, no glass in the pool, be courteous to other pool guests and no diapers in the pool.
v) Per Lee County Department of Health Code, pool hours are dawn to dusk

16. Association Access to Units

The Association has the irrevocable right of access to the Units during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Element or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit. Further, the Association has the irrevocable right of access to the Units for maintenance, repair or replacement of any part of the Unit which is to be maintained by the Association under this Declaration. The exercise of the Association's access rights shall be accomplished with due respect for the Owner's rights to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the Owner's property. The Association shall retain a key to all Units. No Owner shall alter any lock, nor install a new lock which prevents access when the Unit is unoccupied, without notifying the Board of Directors in writing and providing the Association with a key.

17. Unit Appearance/Modifications

Each member shall maintain his unit and all fixtures and appliances located therein in good condition and repair at all times. No glass, screen, curtain, blind, shutters or awning may be installed on any porch or terrace without prior written approval by the Board of Directors. Each owner is prohibited from painting or otherwise decorating or changing the appearance of any portion of the exterior of his unit or the building except with prior written approval of the Board of Directors. All curtains, blinds, shades or other window coverings in the unit shall be of such material, construction and installation that the only color visible from outside the unit is white or a nearly white neutral color.

Owners shall not alter, modify nor change the condominium units without the prior written approval of the Board of Directors. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of the buildings (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor plant or grow any type of shrubbery, flower, tree, vine, grass

or other plant life outside his unit, without the prior written consent of the Association. No screened lanai, terrace or entry porch may be carpeted, covered or enclosed in any way without the approval of the Association. Notwithstanding the foregoing, no provisions of this Declaration shall prevent an Owner from respectfully displaying a United States flag in accordance with Florida Statutes 718.113(4)

You must contact Vesta Property Services to obtain an ARC modification form before undertaking all remodeling projects.

Important Telephone Numbers

Ambulance/Fire/Emergency.....911
Non-Emergency Police.....239/477-1000
Cable Television and Internet
Comcast 239/598-1104
www.comcast.net
Electricity
Florida Power & Light.....239/334-7754
www.fpl.com
Estero Post Office.....239/948-2402
Grandezza Front Gate.....289/498-8895
Lee County Library.....239/890-3200
Vesta Property Services (Management) Office.....239/947-4552

Vesta Property Services
27180 Bay Landing Drive
Suite 4
Bonita Springs, FL 34135