VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

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. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declarant or Declarant's agents, employees or contractors or to Lots or Homes owned by Declarant until they are conveyed to 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 Valencia Bonita, as amended and/or supplemented from time to time (the “Declaration”).

1. 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.

2. 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.

3. Improper Use. No improper, hazardous or unlawful use shall be made of the Association Property or any Home or Lot.

4. 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 Owner’s family members, guests, invitees and tenants using any portion of the Community.

5. Disturbance. No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners without the prior written approval of the Board of Directors (the "Board"): (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles, power equipment, power tools or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.

6. 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 Valencia Bonita 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.

7. 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 attorneys’ 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.

8. 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.

9. 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.

GENERAL (continued)

10. Further Amendment. The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

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 ("Committee") and a security deposit in an amount determined by the Board to cover incidental damages caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of improvements, additions, or alterations to such Owner's Lot or the exterior of the Home. All requests for Committee 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 Committee.

ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE"):

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 Committee. The Committee 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. Notwithstanding any criteria established, the Committee shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of the Community. The Committee shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the Committee 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 Committee shall employ the following minimum criteria for approval or rejection of requests:

(i) Uniformity of type and design in relation to similar improvements.

(ii) Comparability of quality of materials as used in existing improvements.

(iii) Uniformity with respect to color, size and location.

(iv) Consistency with municipal requirements.

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

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included on Page 3 of these Rules and Regulations and without curtailing the right of the Committee 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 Committee shall be required for each and every of the following items:

1. 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.
2. Metal or Aluminum Roofs. Metal or aluminum roofs shall not be permitted.
3. Temporary Structures. No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.
4. 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 the Valencia Bonita Documents and the Committee 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.
5. Driveways. Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage and only if finished with material of a selection, color and style consistent with the original installation. 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. 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.
6. 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" above the patio deck. Glass panels or 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 Committee. The composition of all pitched roofs shall be consistent with the composition of the existing roof of such home.
7. Awnings. An Owner shall not install or attach any awnings to such Owner's Home without the prior written consent of the Committee. The Committee shall have the right to adopt, and amend from time to time, guidelines governing the type, design, size and color of awnings which may be permitted, and restrictions relating to locations and the maintenance of the awnings.
8. Exterior Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the Committee. Approval may be given for lighting fixtures (e.g. coach lights and entry chandeliers), subject to limited wattage, fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community. Homes within the Exterior Lighting Restricted Zone (as defined in the Declaration) shall not have exterior lightening projected towards preserve land and shall be low wattage, shielded and permanently directed downward. No flood or spot lights shall be installed in the Exterior Lighting Restricted Zone. Homes not in the Exterior Lighting Restricted Zone shall have all flood or spot lights installed on the Home directed downward.
9. Above Ground Swimming Pools and Spas. Above ground swimming pools shall not be permitted. Above ground spas shall not be permitted unless: (i) the entire spa is located under a covered patio area of the Home, or (ii)

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

the entire spa is located 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. Owner shall be required to submit a landscaping plan to the Committee to show proper screening of the spa base. Owner shall be responsible to maintain, repair and replace from time to time any hedges and/or landscaping which may be approved as part of the screening requirements for the spa.

10. Fountains and Sculptures. All fountains and sculptures to be installed in the exterior of the Home must be approved by the Committee. Certain fountains may be considered for approval if installed with timers and if to scale within 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 Lot Owner in a material way. Approved fountains may be installed only in landscaped regions of the Lot originally created by Declarant. No fountain shall be approved or installed which exceeds 48" in height. Fountains shall only be permitted to run between the hours of 8:00 a.m. and 11:00 p.m. No exterior sculptures shall be permitted.
11. Conversion of Garages. Conversions of garages to air conditioned livable space shall not be permitted.
12. Garage Door Screening. No portion of the opening to any garage door may be covered or enclosed by screen material.
13. Outdoor Furniture. Approval of outdoor furniture may be permitted in the front covered entryway of a Home. Approval is not required for any outdoor furniture located in the rear yard of a Lot. Notwithstanding the foregoing, Owner shall maintain all such outdoor furniture free of mildew, rust, wood rot and deterioration of equipment components.
14. Solar Panels. An Owner shall not install or attach any solar panel to the Home without the prior written consent of the Committee. The Committee shall have the right to adopt and amend from time to time, guidelines governing the type, design and size of solar panels which may be permitted, and restrictions relating to locations and the maintenance of the solar panels.
15. Pergolas. Pergolas may be approved by the Committee, but in no event in a manner which obstructs or interferes with the view of a Lake by an adjacent Lot Owner in a material way. All pergolas must include concrete footers or other mechanism to permanently secure the structure.
16. 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 Regulations.
17. 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 Drainage Swale Easement (as defined in the Declaration) located in the rear of any "Non-Lake Lot" as provided in the Declaration. The Drainage Swale Easement shall be for drainage and flowage of storm water runoff, and the pipes and other ancillary equipment installed to provide for such drainage and flowage. Notwithstanding the foregoing, subject to approval from the Committee, an Owner of a Non-Lake Lot that is subject to the Drainage Swale Easement may install a fence within the Drainage Swale Easement on such Owner's Non-Lake Lot provided that such fence is constructed in a manner that will not discharge storm water runoff from such improvement onto any adjacent property (including, without limitation, any adjacent Owner's Lot or Association Property).
18. Rear Yard Landscape Easement. Except as expressly provided in the following sentence, 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 any Rear Yard Landscape Easement (as defined in the Declaration). Notwithstanding the foregoing, subject to approval from the Committee, each Owner of a Back to Side Lot may install a fence across the Drainage Swale Easement and Rear Yard Landscape Easement to the rear property line of the Back to Side Lot. No landscaping or plantings installed by Declarant may be removed from the Rear Yard Landscape Easement. Any dead, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Rear Yard Landscape Easement, for any reason whatsoever, shall be the obligation of the Owners of the Lots upon which such replacement is required and must be approved by the Committee prior to such replacement.
19. Review and Inspection Fees. The Committee 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

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

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 Committee 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 Committee 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 Valencia Bonita 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.

20. Security Deposit and Insurance. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee: (a) a security deposit in an amount determined by the Board (initially, Five Thousand and No/100 ($5,000.00) Dollars) 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 Valencia Bonita Homeowners Association, Inc. as an "Additional Insured", and (ii) workers compensation or a state of Florida workers compensation exemption. The Committee 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. In addition, 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.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the Committee 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 Committee shall be required for each and every fence installation:

1. Bronze aluminum rail fences shall be only shall be the only permissible type of fencing on the Lots within the Community. Fence heights shall be four (4') feet, with pickets spaced no closer than three (3") 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 Committee 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 Committee.
5. The Association may require in its sole discretion the planting of landscaping in conjunction with the installation of a fence.
6. No fence shall be approved or installed which encroaches into Association Property or other Lots, lakes, lake maintenance easements, lake maintenance access easements, open spaces, wetland mitigation areas, preserve tracts, conservation areas and/or wetland areas.
7. 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.
9. No fence shall be installed within 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.
10. 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 Committee, County and the utility company occupying the easement and without a removal and indemnification agreement as may be required by the County and/or the Association.
11. For Back to Side Lots (as defined in the Declaration), fences may be installed within the Rear Yard Landscape Easement (as defined in the Declaration), subject to the approval and execution of fence removal and indemnification agreement with the Association and subject to all rules and regulations regarding the installation of Improvements within the Rear Yard Landscape Easements, including those set forth in the "Additional Guidelines for Additions and Alterations." For all other Non-Lake Lots, fences may be installed within the Drainage Swale Easement (as defined in the Declaration), subject to the approval and execution of fence removal and indemnification agreement with the Association and subject to all rules and regulations regarding the installation of Improvements within the Rear Yard Drainage Swale Easements, including those set forth in the "Additional Guidelines for Additions and Alterations."
12. 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.
13. For Lots with drainage easements, the approval and execution of fence removal and indemnification agreement with the Association shall be required.
14. For any fence, if approved, the Owner shall be responsible to meet all City of Bonita Springs requirements and criteria including, but not limited to, proper permitting and surveying.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS – FENCES (continued)

15. 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.

16. 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.

17. 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 Committee which provide adequate and sufficient access to the Association to perform the maintenance obligations. Such gates shall be at least (4') feet wide and may be located in the front, rear and/or sides of the Lot, as determined by the Committee. 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.

18. To the extent a hedge is required to be installed as part of the fence approval issued by the Committee, 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 Valencia Bonita Documents, including, without limitation, rules regarding providing access to perform the Association's maintenance obligations, and any and all height and location restrictions.

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 Committee 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 Committee shall be required for each and every installation of a Generator System on a Lot:

1. 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 and encroachment 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.

2. Applications; 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 Committee and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the Committee showing the general location and placement of all components of the Generator System, including any underground propane storage tank. 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.

3. 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 fences, walls or hedges, or a combination thereof, as determined by the Committee. 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 fence, wall and/or hedges which may be approved as part of the screening requirements for the Generator System.

4. Compliance with Governmental Requirements. For any Generator System approved by the Committee, 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 Committee, 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 Committee of such compliance with Governmental Requirements has been delivered to the Committee.

5. 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.

6. 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.

7. 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.

8. 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 Committee, there is no guarantee that a particular Lot will accommodate a Generator System thereon.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - PERMANENT GENERATORS (continued)

Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the Committee and/or applying for any necessary permits and approvals.

MAINTENANCE AND APPEARANCE OF HOMES

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.
2. Personal Property. The personal property of an Owner shall be stored inside such Owner's Home or garage and not be visible to surrounding neighbors or from Association Property.
3. Hurricane Season. Each Owner who plans to be absent from such Owner's Home during the hurricane season shall prepare such Owner's Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area and from the outside of the Home. The Owner shall also designate a responsible firm or individual satisfactory to the Association to care for the Home and Lot should it suffer hurricane damage and shall furnish the Association with the name of the designated firm or individual.
4. Hurricane Shutters. No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the Community. Any removable tracks which have been installed by Declarant or approved by the Committee as part of a hurricane shutter package shall not remain installed on a Home other than during periods of a hurricane watch or a hurricane warning. An Owner shall remove any removable type of hurricane shutters attached to the Home immediately after a hurricane watch or a hurricane warning has been lifted. In that regard, if an Owner installs removable hurricane shutters on the Home during a hurricane watch or a hurricane warning and thereafter leaves the Home, that Owner must either: (a) immediately return to the Home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from the Home; or (b) make arrangements for another individual to remove such hurricane shutters from the Home immediately after the hurricane watch or hurricane warning has been lifted. The installation of hurricane shutters, other than those provided by Declarant (if any), shall require Committee approval.
5. Window Decor. Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted, however, the color of any portions of a blind, decorative panel or window treatment which are visible from the exterior of the Home must be neutral and otherwise consistent with the color scheme of the existing improvements. 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.
6. Landscape Material. No trees, shrubbery or landscaping shall be removed from, altered or added to Lots without the prior written consent of the Committee, including, without limitation, from any Rear Yard Landscape Easement. No additional trees, shrubbery or landscaping are permitted to be planted by an Owner on the Lot without the prior written consent of the Committee.
7. Landscaping on Lake Lots. Any plans for landscape improvements or alterations shall be submitted for approval to the Committee. 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 Committee 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.
8. Alteration of Drainage. No sod, top soil, fill or muck shall be removed from Lots without the prior written consent of the Committee. 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.
9. Air Drying. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence or balcony, or in such a way as to be visible to any other Owner. Clotheslines may be approved if reasonable in size, style, location and effectiveness with respect to appearance from adjacent lots and rights of way.
10. 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 not stored, 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.

MAINTENANCE AND APPEARANCE OF HOMES (continued)

11. Bicycles. All bicycles, other than those which are being used, shall be stored within the garage of the Owner's Home.

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 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 5:00 p.m. 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.

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

PARKING AND VEHICULAR RESTRICTIONS

1. Parking shall be permitted only 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 or other possessions belonging to an Owner or and Owner’s family member, guest, invitee or tenant shall be positioned in such a manner as to hinder, impede or obstruct: (a) ingress or egress to any other Owner’s driveway, (b) passage across or within sidewalks and/or (c) traffic on the streets of the Community.
3. Only vehicles belonging to authorized persons 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 Lot, except in: (i) enclosed garages, and (ii) spaces for some or all of the above specifically designated by Declarant or 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 on a vehicle 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 the Board. The prohibitions on parking 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 (24) 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. Golf Carts. 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. 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. Any person operating a golf cart within the Community shall carry and maintain a valid driver’s license. 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. Each owner of a golf cart operated within the Community shall keep the golf cart in good condition and appearance. Each golf cart shall be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror and red

PARKING AND VEHICULAR RESTRICTIONS (continued)

reflectorized warning devices in both the front and rear. 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.

14. 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.
15. 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.
16. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

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. The Board may determine in its discretion, a maximum number of pets permitted per household.
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 Paragraph 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. Free-ranging domestic animals (i.e., domestic animals that spend all or a portion of their time outdoors where they may prey on wildlife) are also prohibited and shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property.
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's 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.

ANIMALS AND PETS (continued)

13. The foregoing are in addition to the other rules, regulations and restrictions governing animals and pets set forth in the Valencia Bonita Documents.

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 area abutting Association Property. If no portion of a Lake Maintenance Easement abuts Association Property, Owners other than 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-motorized and electric watercraft in the Lakes immediately abuts such Owner’s Lot. No other persons shall be entitled to operate watercraft in the Lakes. Watercraft size shall be limited in size to 18’ in length.
4. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot is permitted.
5. No installation of sand or other materials intended to simulate a beach is permitted along the Lake banks or within the Lake Maintenance Easements along the rear yards of Lake Lots.
6. Swimming and the operation of fuel-powered watercraft in the Lakes are prohibited.
7. No watercraft (including watercraft permitted to be used within the Lakes of the Community) or trailers may be stored on Lake Banks, Lake Maintenance Easements or Lake Maintenance Access Easements within the rear yard of a Lot or otherwise visible in any manner on a Lot.
8. In no event shall any Owner cause any erosion or change in grade of any Lake bank slope from design grade.
9. Littoral plantings are installed in accordance with the permitting requirements of the South Florida Water Management District and may not be altered, relocated, destroyed, damaged or removed by an Owner.

LEASING OF HOMES

1. No portion of a Home, other than an entire Home, shall be rented by the Owner. No Home, or portion thereof, shall be sub-let.
2. 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 Valencia Bonita Documents.
3. 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 the tenant's failure to observe any of the provisions of the Valencia Bonita Documents.
4. 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.
5. All leases shall provide for a minimum lease term of seven months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than seven months except in the event of a default by the tenant. No Home may be rented more than one (1) time during any twelve (12) month period.
6. The Owner of a leased Home shall be jointly and severally liable with Owner’s tenant for compliance with the Valencia Bonita Documents 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.
7. No Owner may lease the Home unless at least one of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy. Any Owner who leases the Home shall submit an age verification form to the Association prior to the effective date of such occupancy. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria included in the Declaration but not if more than twenty percent (20%) of the Homes will not have at least one occupant fifty-five (55) years of age or older.
8. The Owner shall provide the Association with a copy of all executed leases in their entirety for the Home.
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.

MISCELLANEOUS RULES AND REGULATIONS

1. 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. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Board shall not approve any sign, display, poster, advertisement, notice or other lettering which is or in the nature of a "For Sale", "For Rent", "By Owner" or any other similar sign for the sale or renting of a Home for so long as Declarant owns a Lot in Valencia Bonita or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in the Community or other communities developed or marketed by Declarant or its affiliates, whichever is later.

2. 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.

3. 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 underground 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 underground propane tank associated with a Generator System approved and installed pursuant to the "Additional Guidelines for Additions and Alterations – Permanent Generators" as set forth 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.

4. Moving. Owners or tenants who are moving in or out of the Community shall do so between the hours of 8:00 am and 9:00 p.m. 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.

5. 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.

6. Resident Directory. Use of addresses, phone numbers and e-mail addresses set out in any resident directory is for official Association use only. The resident directory and all information therein contained may not be used by any Owner for their own political, charitable, or business purposes. Any contact information (including, without limitation, e-mail addresses) provided to the Association or included in any correspondence to the Association may be used by the Association. All contact information in the Association's records may be included in the resident directory unless Owner sends written notice to the Association directing that such contact information not be included in the resident directory.

7. Hunting, Trapping or the Possession/Use of Firearms. Hunting, trapping, or the possession/use/discharge of firearms, including but not limited to, hand guns, rifles, shotguns, BB guns, pellet guns, paint guns, slingshots and bows and arrows, are not permitted anywhere in the Community including, without limitation, the On-Site Preserve Tracts. 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.

8. No Owner shall: (i) enter the On-Site Preserve Tracts, (ii) alter, relocate, destroy, damage or remove objects or vegetation from the On-Site Preserve Tracts (or any portion thereof), or (iii) engage in any activities prohibited in any permits, approvals, conservation easements and other instruments recorded against and/or pertaining to the On-Site Preserve Tracts.

9. Recording and Broadcasting of Association Meetings. Owners shall provide not less than twenty-four (24) hour 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

MISCELLANEOUS RULES AND REGULATIONS (continued)

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 Valencia Bonita Documents; thus, no other meetings may be recorded, live streamed and/or broadcasted in any manner whatsoever.

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT

"Recreation Tract", as used herein, shall mean and refer to the Recreation Tract (as defined in the Declaration) and any portion thereof, including without limitation, recreation amenities, facilities and equipment located thereon and therein.

1. Responsibility:
   a. ALL PERSONS USING THE 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 the Association Property in general, including but not limited to the Recreation Tract. Persons using the Association Property, including but not limited to Recreation Tract agree not to hold the Association or the Board liable for actions of any nature occurring within the Association Property, including but not limited to the Recreation Tract.
   b. With respect to the use of Association Property, including but not limited to the Recreation Tract, an Owner shall be held responsible for his/her actions 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.
   c. 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.
   d. The use of the 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.
   e. 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.
   f. The Association shall have the right to require Owners (on behalf of themselves and their family members) and Owners' guests, invitees and tenants (on behalf of themselves and their family members) to execute a Recreation Amenities Release and Waiver in a form acceptable to Association prior to: (i) use of the Recreation Tract, and/or (ii) participation in any activities sponsored, promoted or set up by the Association.
2. General Use Restrictions:
   a. The Association Property, including, but not limited to 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 Valencia Bonita 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.
   b. The Association shall have the right to require that all guests and invitees register and/or obtain a guest pass or other authorization prior to the guests' and invitees' use of the Recreation Tract and/or participation in any activities sponsored, promoted or set up by the Association.
   c. Residents shall accompany and remain with their guests and invitees to the Recreation Tract. Without the prior written approval of the Board, and with the exception of parties and events as permitted by the Rules and Regulations, no more than four (4) guests or invitees of a single "Household" (as herein defined) are permitted to use the Recreation Tract at any one time. For purposes of this paragraph, the term 'Household" shall mean an Owner and/or tenant and the Owner's and/or tenant's family members residing in the Owner's and/or tenant's Home.
   d. The use of the Recreation Tract and/or any other portion of the Association Property, for any private use shall be submitted for prior approval to the Board or its manager. For this purpose, "private use" shall include, by way of example but not limitation, any of the following: private lessons (such as tennis lessons or swimming lessons), group lessons, instructional classes, aerobic classes, weight training instruction, exercise classes (including karate or other martial art classes), social meetings, fraternal meetings, political meetings, religious group meetings, parties, socials, barbecues, seminars, educational classes, computer training courses and motivational speakers.
   e. 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.
   f. Except for the Dog Park, Pets shall not be permitted in the Recreation Tract.

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT (continued)

g. The walkways and entrances of the Association Property, including, but not limited to the Recreation Tract, and facilities located thereon and therein shall not be obstructed or used for any purpose other than ingress and egress.

h. 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.

3. Cleanliness:

   a. 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.

   b. No personal articles shall be allowed to stand overnight in any of the Association Property.

   c. No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within in the Association Property, including but not limited to the Recreation Tract.

4. The Board has and reserves the right, from time to time and in its sole discretion, to create, adopt, impose, a;ter or amend 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.

RULES FOR THE CLUBHOUSE

1. Clubhouse Use:
   a. Clubhouse hours shall be as determined 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. Activities outside the Clubhouse shall not be allowed after 8:00 p.m. (Monday through Thursday) and 9:00 p.m. (Friday through Sunday) without the prior approval of the Board. The foregoing time restrictions shall not apply to activities which have been organized by the Association.
   b. All persons sixteen (16) years of age and younger shall at all times be accompanied by an Owner or supervising adult who is twenty-one (21) years of age or older when using the Clubhouse amenities. Notwithstanding the foregoing, such persons sixteen (16) years and younger may be restricted from entering specified areas within the Clubhouse as designated by the Board from time to time.
   c. 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.
   d. All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
   e. No immoral, offensive or unlawful use shall be made of the Clubhouse. All Governmental Requirements shall also be strictly observed.
   f. 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.
   g. 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.
   h. All community events and meetings shall supersede the use of all other events throughout the Clubhouse.
2. Code of Conduct for the Clubhouse:
   a. No smoking (including e-cigarettes) in the Clubhouse or any rooms therein shall be allowed.
   b. No food or beverages other than bottled water are permitted in the card rooms.
   c. No breakable containers shall be permitted outside of the restaurant and lounge.
   d. Alcoholic beverages may not be served to anyone under the age of 21 or to intoxicated persons.
   e. Proper attire shall be worn in the Clubhouse.
   f. Bare feet, bare chests and swimsuits shall be prohibited in the Clubhouse, other than to use the locker room facilities provided that entry to and exit from the Clubhouse is through the door adjacent to the locker rooms directly accessing the Pool Area (as hereafter defined).
   g. 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.
   h. Boisterous or profane language shall be not used in the Clubhouse.
3. Rules for Use of Fitness Center and Exercise Studio:
   a. Fitness Center and Exercise Studio hours shall be as established by the Board from time to time
   b. All personal belongings shall be removed from the Fitness Center and Exercise Studio when leaving. The Association and its Board shall not be responsible for belongings lost or stolen
   c. All equipment shall be used at the risk of the person exercising.
   d. All persons must be sixteen (16) years or older to utilize the exercise room.
   e. Athletic shoes and shirts shall be worn at all times.
   f. As a courtesy to others, people exercising are requested to allow others to work in with them.
   g. A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.

RULES FOR THE CLUBHOUSE (continued)

h. Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the exercise room and fitness center for that purpose.

4. Renting of the Clubhouse Facilities:
   a. All reservations of any area of the Clubhouse facility permitted to be reserved or rented (i.e., the Social Hall and/or Catering Kitchen) by Owners must first be approved by the Board or, if applicable, the Social Director. Renting of any area of the Clubhouse facility 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.
   b. Any Owner or other authorized person reserving a portion of the Clubhouse facility shall have the care, custody and control of such portion of the Clubhouse facility, 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 any furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under Owner's or authorized person's care, custody and control. In addition, any Owner or authorized person using a portion of the Clubhouse facility 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.
   c. Owners wishing to reserve a portion of the Clubhouse facility must first contact the Association Property 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 (i) there has been no damage, misuse or theft to the Clubhouse facility and all furniture, equipment, accessories, and appliances therein, and (ii) the Clubhouse facility is 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.
   d. All community events and meetings shall supersede the use of all other events throughout the Clubhouse facility.
   e. Rental of the Clubhouse facilities for use by any social, fraternal or political organization shall be prohibited.

5. Rules for Use of Firepit Area:
   a. Do not touch the fire or the glass contained within the firepit while the firepit is in operation.
   b. Do not touch the glass contained within the firepit after the flame has been turned off, as the glass contained within the firepit remains very hot.
   c. Turn off firepit immediately after use.
   d. The firepit may only be operated by persons seventeen (17) years of age or older.

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

RULES FOR THE SWIMMING POOL AREA

"Pool Area" as used herein shall mean and refer to the resort pool, lap pool, resistance pool, spa, wading pool, shade cabanas and the general pool deck area.

1. Pool Area Use:
   a. THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOLS OR OTHER WATER FACILITIES IN THE POOL AREA 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 the pools, spa and/or the Pool Area in general. Persons using the pools or Pool Area agree not to hold the Association or the Board liable for actions of any nature occurring within the Pool Area.
   b. Pool Area hours are from Dawn to Dusk, but in no event later than 9:00 p.m. Outdoor recreation lights shall be turned off no later than 9:00 p.m. Prior to 8:00 a.m., the use of Pool Area shall be restricted to Owners only. No use prior to 8:00 a.m. 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.
   c. All persons sixteen (16) years of age or younger using the Pool Area shall be accompanied and closely supervised by an Owner or supervising adult who is twenty-one (21) years of age or older. No persons sixteen (16) years of age or younger are permitted in the resistance pool or spa. The children's wading pool is reserved for children eight (8) years and younger, who must always be accompanied by an Owner or supervising adult who is twenty-one (21) years of age or older.
   d. 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.
2. Code of Conduct for the Pool Area:
   a. No nude swimming shall be allowed at any age. Paper or cloth diapers are prohibited in the pools or spa. 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.
   b. No alcoholic beverages shall be permitted on the general pool deck area, unless purchased from the Restaurant Operator. All persons must be 21 or older to purchase and consume alcoholic beverages in the general pool deck area. No alcoholic beverages shall be permitted in the resort pool, lap pool, resistance pool, spa and wading pool.
   c. No smoking or animals shall be permitted in the Pool Area.
   d. 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.
   e. No running, pushing, dunking, rough play, profane language, diving or jumping in the Pool Area shall be permitted.
   f. No music devices or portable televisions shall be permitted in the Pool Area without the use of headphones.
3. Health and Safety Considerations:
   a. All users shall shower before entering the pools or spa. Water is circulated; persons using the Pool Area shall not swallow pool water.
   b. No soaps or shampoos shall be used at the pool side shower.
   c. Persons wearing bandages or having colds, viruses, coughs, inflamed eyes, infections, diarrhea and/or open sores shall not use the resort pool, lap pool, resistance pool, spa and wading pool.
   d. No glass containers or other breakable objects shall be permitted in the Pool Area.
   e. 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.

RULES FOR THE SWIMMING POOL AREA (continued)

f. 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.

g. A five (5) foot walking area shall be maintained around the pools and spa at all times. Additionally, walking areas around and through the Pool Area shall not otherwise be blocked.

h. In accordance with health department regulations, no food or drink are permitted in the resort pool, lap pool, resistance pool, spa and wading pool.

4. Use of pool furniture and equipment:

   a. Pool furniture shall not be removed from the Pool Area.

   b. Pool furniture shall not be reserved for anyone not in the Pool Area.

   c. Pool furniture and equipment shall not be modified, altered or changed in any manner.

   d. Towels shall be placed on pool furniture when in use.

5. The spa may reach temperatures in excess of one hundred degrees Fahrenheit (100°F). If a permitted user of the spa has a health risk, such user should first check with their physician before using the spa.

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

RULES FOR THE OUTDOOR COURTS

"Outdoor Courts" as used herein shall mean and refer to the pickleball and bocce ball courts.

1. PLAYERS SHALL PLAY AT THEIR OWN RISK.
2. Use of Outdoor Courts:
   a. Unless specific hours are indicated below, all outdoor courts are open from 8:00 a.m. until Dusk.
   b. During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.
   c. Unless otherwise specified 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.
   d. The outdoor courts are restricted to the playing of appropriate games or game related activities (i.e., exhibitions and clinics) only.
   e. No one shall be permitted on the outdoor courts except those persons playing.
   f. Roller skates, skateboards, roller blades, bicycles, scooters, and other play or exercise equipment shall be prohibited on the outdoor courts.
   g. All persons sixteen (16) years of age and younger shall be accompanied and closely supervised by an Owner or supervising adult twenty-one (21) years of age or older when using the outdoor courts and shall not disrupt the play of others.
   h. No intoxicants, smoking, food or breakable containers shall be permitted on the outdoor courts.
   i. 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.
   j. 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, his/her family members, tenants, guests, invitees and others for whom Owner is responsible.
   k. Use of the outdoor courts 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.
3. Code of Conduct for the Outdoor Courts:
   a. Boisterous or profane language shall be not used by players or spectators.
   b. Walking behind or through the outdoor courts during play shall be prohibited.
   c. Entering or leaving an outdoor court shall only occur when the play of other players is stopped.
   d. Only proper attire and shoes shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the outdoor courts. Black soled sneakers shall not be permitted.
4. Pickleball Court Rules:
   a. The Pickleball Courts are open from 8:00 a.m. to 8:00 p.m.
   b. 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.
   c. The Board reserves the right to require the use of specific pickleball paddles and/or pickleballs.
   d. 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:
      i. Reservations for play shall not be made earlier than the day before the requested time. Unassigned court time may be signed up for by the same players on the same day.
      ii. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.
      iii. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.

RULES FOR THE OUTDOOR COURTS (continued)

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

RULES FOR THE TENNIS COURTS AND TENNIS FACILITIES

1. General Restrictions:

   a. The Association may retain or employ a manager (the "Tennis Director") to oversee and manage the operations, maintenance and other aspects of the Tennis Courts and related facilities (collectively, the "Tennis Facilities"). Each Member's use and enjoyment of the Tennis Facilities will, in addition to the rules and regulations contained herein, be subject to such other rules, policies, and regulations imposed by the Tennis Director and approved by the Board, which may include, without limitation, the right to regulate use, impose time restrictions and requirements, implement scheduling procedures and other rules and regulations, schedule and conduct events and tournaments, providing private and group instructions and lessons, clinic programs, league/team programs, management and coaching. Notwithstanding anything contained in these Rules and Regulations to the contrary, if provided for in the Tennis Facilities Agreement, the Tennis Director shall have the right to schedule use of the Tennis Courts by organized teams, as a practice or scrimmage court, facility, field or area.

   b. Lessons and Instructions. Only the Tennis Director (or its agents), or, where no Tennis Facilities Agreement is in place, such person or person(s) designated by the Association, shall be permitted to provide and conduct tennis lessons and instructions upon the Tennis Courts.

   c. Non-Resident Use Restrictions. Owners of property in Valencia Bonita may invite guests who are not owners of homes in Valencia Bonita to play with them, subject to the rules promulgated by the Association from time to time. Residents shall accompany and remain with their guests, invitees and tenants at all times during the use of the Tennis Facilities.

   d. Notwithstanding anything contained herein to the contrary, the Association or Tennis Director shall have the right, but not the obligation, from time to time, to impose, amend and/or supplement rules, regulations and restrictions relating to the number of guests permitted per Owner or per household, and the days and times which guests are permitted or restricted from play. The foregoing right of the Association and Tennis Director shall include, the right to impose fees to be paid by guests in connection with their use of the Tennis Facilities; the right to determine a ratio of "owner per guest" use"; and the right to ban use of the Tennis Facilities by outside person(s) and/or guests as a result of non-compliance of these rules by the Owner and/or such guest.

   e. If applicable, guests of Members shall be required to pay the prevailing guest fee at check-in. Payment of guest fees is the responsibility of the Owner who reserved the court. Owners and tenants and guests with guest passes may use the facilities without charge.

   f. Use of the Tennis Facilities or any portion thereof, by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited. The Association or Tennis Director shall have the right to schedule matches, events and tournaments with other communities, groups, leagues and third parties however. Such visiting communities, groups, and leagues shall not be required to pay guest fees when playing in official league matches scheduled by the Association or Tennis Director.

   g. Written requests or telephone messages left for reservations are not considered valid requests for reservations.

   h. All players shall play at their own risk.

2. Tennis Court and Tennis Facilities Use:

   a. The Tennis Courts and Tennis Facilities are open for play from 8:00 a.m. until 10:00 p.m. Pro shop hours are posted at the Tennis Center and are subject to change as determined by the Association or Tennis Director from time to time.

   b. During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.

   c. Tennis shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue provided no other players are waiting at the expiration of the preceding time limits.

   d. The Association or Tennis Director, as applicable, shall have the right to terminate/refuse play for any reason, in their sole discretion.

RULES FOR THE TENNIS COURTS AND TENNIS FACILITIES (continued)

e. Suspension of Play. Tennis operations may be suspended (i) due to cold weather, rain or wet conditions; (ii) when the lightning detection system (if any) is activated, and (iii) as otherwise directed by the Association or the Tennis Director, as applicable.

3. Specific Use Restrictions:

   a. The Tennis Courts and Tennis Facilities are restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only.

   b. No one shall be permitted on the Tennis Courts or Tennis Facilities except those persons playing without the prior consent of the Tennis Director.

   c. Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited on the other Tennis Courts and within the Tennis Facilities.

   d. Children sixteen (16) years of age and younger shall be accompanied and closely supervised by an adult twenty-one (21) years of age or older and shall not disrupt the play of others.

   e. No intoxicants, food or breakable containers shall be permitted on the Tennis Courts or within the Tennis Facilities.

   f. All belongings shall be removed from the Tennis Courts and Tennis Facilities when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.

   g. 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 Tennis Courts, Tennis Facilities and/or related equipment caused by the Owner, Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.

   h. Pets shall not be permitted on the Tennis Courts.

4. Code of Conduct for the Tennis Courts and within the Tennis Facilities:

   a. Boisterous or profane language shall be not used by players or spectators.

   b. Walking behind or through the playing areas during play shall be prohibited.

   c. Entering or leaving a court or playing field shall only occur when the play of other players is stopped.

   d. 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 courts. Black soled sneakers shall not be permitted.

5. Reservations for Use. Use of the amenities is currently managed by a computerized system which controls general member play (open play) while reserving smaller time slots for programmed activities including instruction, round-robins, team play, and special events. The computerized system may be accessed by phone or internet.

   a. Reservations for use of Tennis Facilities shall be as set forth and determined by the Association or the Tennis Director.

   b. Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.

   c. Unassigned court time may be signed up for by the same players on the same day.

   d. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.

   e. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

6. Use of the Tennis Courts and Tennis Facilities 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".

RULES FOR THE DOG PARK

1. Use of the Dog Park:
   a. THE DOG PARK IS NOT SUPERVISED. ALL PERSONS USING THE DOG PARK DO SO AT THEIR OWN RISK. The Dog Park may be used by Owners of Homes within the Community and their accompanied guests only. The Association and its Board assume no responsibility for any accident or personal injury (to person and/or animal) or for any loss or damage to personal property arising out of or in connection with the use of the dog park. Persons using the dog park agree not to hold the Association or the Board liable for actions of any nature occurring within the dog park.
   b. Dog park hours are from Dawn to Dusk, but in no event later than 9:00 p.m. Small dogs up to 25 lbs are allowed in the section of the Dog Park reserved for small dogs. Medium to large dogs over 25 lbs are only allowed in in the section of the Dog Park reserved for large dogs.
   c. No person shall be allowed in the dog park who is not accompanying a dog. No dogs may enter the dog park unattended by a handler. There is a maximum limit of three (3) dogs per handler. No pets other than dogs may enter the dog park. Entry into the dog park may be restricted by the installation of a security system which requires the entry of a specific code. Only Owners of Homes within the Community will be provided with the code by the Association. The Association reserves the right to change the access code at any time and without prior notice to the Owners.
   d. Dog handlers must be sixteen (16) years of age or older. No children under the age of six (6) shall be permitted within the dog park area. All persons between the ages of six (6) and fifteen (15) shall be accompanied by an Owner or supervising adult over the age of twenty-one (21).
   e. Dogs shall be kept on a leash when entering and exiting the dog park. Except as provided below, handlers must unleash dogs before entering the second entry gate into the dog park. For the safety of all handlers and dogs, no dogs are allowed to remain on a leash within the dog park except in those areas specifically designated as training areas in which case the dog may remain on a lease, but such leash shall not exceed six (6') feet in length.
   f. Handlers have a responsibility to ensure that the entry gates to the dog park are securely closed immediately after entering and exiting the area.
2. Code of Conduct for the Dog Park:
   a. No smoking shall be allowed within the dog park.
   b. No food (animal or human) shall be allowed within the dog park other than training treats, which shall be permitted.
   c. No intoxicants shall be permitted within the dog park.
   d. Dog's handlers must remain in view and in control of their dog(s) at all times. Dog handlers shall not allow their dog(s) to excessively bark or dig within the dog park area.
   e. All dogs must stay within the designated dog park area.
   f. Bathing of dogs within the dog park is not permitted.
   g. Spike, prong or pinch collars are not permitted in the dog park.
3. Health and Safety Considerations:
   a. Dogs under four (4) months of age and dogs in heat are not permitted in the dog park.
   b. Dogs showing aggression or declared a "Dangerous Dog" (as provided in the Declaration) are not permitted in the dog park. The Association reserves the right to ban any dog from the dog park for displaying aggressive behavior toward other dogs or persons.
   c. All dogs entering the dog park must be healthy and display current rabies vaccination tags.
   d. Handlers must immediately pick up all solid animal waste and dispose of such waste in the two (2) waste stations located within the dog park.
   e. No glass containers shall be permitted in the dog park.

RULES FOR THE DOG PARK (continued)

4. Use of the dog park shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning “Animals and Pets” and the “General Use of Association Property and Recreation Tract”. Failure to abide by any and all dog park rules may result in loss of privileges.
5. BITES, INJURIES OR EMERGENCIES SHOULD BE REPORTED TO LEE COUNTY ANIMAL CONTROL AT (239) 432-2083. IN CASE OF EMERGENCY DIAL 911.