

1 **3.8.1 Rear and Sides of Home.** Galvanized metal shutters that are painted to
2 match the color of the home and other types of approved shutters, e.g., accordion type, may be
3 deployed on the rear and sides of the Home at any time an Owner is not in residence. Galvanized
4 metal shutters that are unpainted can be placed on rear and sides of Homes only when a hurricane
5 or tropical storm watch or warning is issued, and must be removed within fifteen (15) days of the
6 passage of same.

7 **3.8.2 Front of Home.** Hurricane protection may only be deployed in the event of
8 a hurricane or tropical storm watch or warning and must be removed within fifteen (15) days of
9 the passage of same.

10 **3.9 Rule Making Authority.** Subject to the terms of this Article and the Board's duty
11 to exercise business judgment and reasonableness on behalf of the Association and the Members,
12 the Board may change (i.e., modify, cancel, limit, create exceptions to, or add to) the Rules.

13 **3.9.1 Limitations on Rules.** Except as may be set forth in this Declaration (either
14 initially or by amendment) or in the Rules and Regulations set forth in Exhibit "D," the
15 Association's actions with respect to Rules and Regulations must comply with the following:

16 **3.9.2 Displays.** Owners' rights to display religious and holiday signs, symbols,
17 and decorations on their Parcels of the kinds normally displayed in residential neighborhoods with
18 homes of comparable type, quality, and price range to those in the Community shall not be further
19 abridged, except through an amendment of the Declaration, provided that the Board may adopt
20 time, place, size, number, and manner restrictions with respect to such displays.

21 **3.9.3 Signs.** To the extent that signs are permitted under Article 4, the Board may
22 regulate the time, place, size, number, and manner of posting such signs (including design criteria).
23 An Owner may display a security sign, provided by a contractor for security services, as permitted
24 by the Act.

25 **3.9.4 Activities Within Homes.** The Association shall not interfere with
26 activities carried on within a Home, except that it may prohibit activities not normally associated
27 with residential property, and it may restrict or prohibit activities that create monetary costs for the
28 Association or other Owners, that create a danger to anyone's health or safety, that generate
29 excessive noise or traffic, that create unsightly conditions visible outside the Home, that create
30 undesirable odors noticeable to persons outside the Home, or that are an unreasonable source of
31 annoyance, or that violates a provision of the Governing Documents.

32 **3.9.5 Alienation.** The Board may impose restrictions on leasing, in addition to
33 those set forth in this Article, and may require that Owners use Association-approved lease forms
34 (or include specific lease terms) and may impose a reasonable review or administrative fee on the
35 lease or transfer of any Parcel.

1 **3.3.2 Related Overnight Guests** may occupy a Home in the absence of the
2 Owner. For the purpose of this provision, "related" means at least one (1) adult who is occupying
3 the Home on an overnight basis, in the absence of the Owner, is related to the Owner or Primary
4 Occupant (by blood, marriage, domestic partnership or adoption) to the following degree: spouse,
5 parent, grandparent, child, grandchild, or sibling. Ten (10) days prior notice to the Association is
6 required.

7 **3.4 Occupants Bound.** Every Owner shall cause anyone occupying or visiting his or
8 her Parcel as a Guest to comply with the Governing Documents and shall be responsible for all
9 violations of the Governing Documents and any damage and losses they cause to the Common
10 Areas, notwithstanding the fact that such Persons also are personally responsible for complying
11 and may be sanctioned for any violation.

12 **3.5 Lodging; Timeshares.** No Parcel may be used as a rooming house, hostel, or hotel.
13 Timesharing, Fractional Ownership, House Sharing or other arrangements involving multiple
14 ownership interests in a Parcel (including ownership as joint tenants or tenants-in-common for the
15 purpose of sharing use rights), or assigning separate use periods of less than thirty (30) consecutive
16 days' duration, are prohibited.

17 **3.6 Drones.** Drones, as defined by Section 934.50(2)(a), Florida Statutes (2021), as
18 amended from time to time, and other remotely controlled flying devices (collectively "Drones")
19 are prohibited from being operated over, on or in any portion of the Community, including, but
20 not limited to, the Common Areas and Parcels, except that properly licensed Drones used lawfully
21 by outside parties for commercial purposes may be operated within the Community, with prior
22 approval of the Board. The Board may adopt additional Rules regulating the use of commercial
23 drones including requirements regarding insurance and an indemnity undertaking by users or
24 operators of commercial Drones. Drones used for recreational purposes and Drones which are not
25 properly licensed and lawfully used for commercial purposes in accordance with this provision
26 and Rules of the Board, if any, are prohibited in the Community.

27 **3.7 Projectiles and Noisemakers.** The discharge of projectile shooting devices,
28 including, but not limited to, firearms, fireworks, paintball guns, slingshots, and crossbows, and
29 other noisemakers within the Community is prohibited.

30 **3.8 Hurricane Protection.** Owners are responsible to take all appropriate actions to
31 protect their Homes and Lots from possible damage to other persons or property from the forces
32 of nature, including tropical storms and hurricanes. Owners may deploy hurricane panels provided
33 by the Developer in accordance with the provisions of this Article. Other types of hurricane
34 protection may be installed after approval by the ARC, subject to any requirements of the
35 Architectural Guidelines.

1 pay the cost of any maintenance, repair or replacement of any real or personal property located on
2 the Common Area rendered necessary by his or her act, neglect or carelessness, or by that of any
3 other of the foregoing parties as an Individual Expense Assessment.

4 **7.27 No Implied Waiver.** The failure of the Association to object to a Owner's or other
5 party's failure to comply with the covenants or restrictions contained herein or any other
6 Governing Document (including the rules now or hereafter promulgated) shall in no event be
7 deemed a waiver by the Association, or of any other party having an interest in the Property of its
8 right to object to same and to seek compliance in accordance with the provisions of the Governing
9 Documents.

10 **7.28 Hurricane Shutters.** The Association is not responsible for the installation or
11 removal of hurricane shutters in the event of a hurricane threat and Owners are solely responsible
12 for the installation and removal of shutters. Each Owner who plans to be absent from his or her
13 Home during the hurricane season must prepare his or her Parcel prior to such Owner's departure
14 by (a) removing all furniture, potted plants and other movable objects from his or her porch,
15 balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the
16 Association to install and remove hurricane shutters in accordance with the requirements of the
17 Governing Documents, including Article 3.8 of the Declaration; and (c) designating a responsible
18 firm or individual satisfactory to the Association to care for the Home should the Home suffer
19 hurricane damage. Such firm or individual shall contact the Association for clearance to install or
20 remove hurricane shutters pursuant to the Declaration. Standards for new shutters and other forms
21 of hurricane protection is set forth in Article 17 of the Guidelines.

Exhibit "D" to Amended and Restated Declaration of Covenants, Conditions, and Restrictions
(Amended and Restated Rules and Regulations)

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