

**CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.  
RULES AND REGULATIONS**

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## **1. Introduction**

CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC. (“Association”) met at a duly noticed meeting of Owners and has voted affirmatively to adopt the following Amended and Restated Rules and Regulations to maintain high standards, pleasant living conditions, and for the common and best interest of all Calusa Campground Condominium Owners, tenants, and guests. Compliance is essential.

These Amended and Restated Rules and Regulations to as “Rules and Regulations” shall apply to and be binding upon all Unit Owners, their families, guests, invitees, licensees, tenants, occupants, employees, agents and all other persons (such persons other than Owner may be referred to as “Owner Invitees”). Owners are responsible for the compliance of all Owner Invitees. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover in said actions any and all Court costs incurred by it, together with reasonable attorney’s fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent, or approval of identical or similar situations unless notified in writing by the Board of Directors.

These Amended and Restated Rules and Regulations amend and supplement the Declaration of Condominium of Calusa Campground, a Condominium recorded in Official Records Book 1589, Page 476 of the Public Records of Monroe County, Florida, as such has been amended and supplemented from time to time (“Declaration”). All capitalized terms shall have the meaning ascribed to them in the Declaration. If there are similar headings or rules, both rules shall be applied to the extent possible, with the exception of any direct inconsistency or conflict. Owner Invitees shall hold the Association harmless and shall indemnify the Association from and against any and all claims for damages, costs, sums, expenses, liabilities, judgments, fees and costs (including attorney’s fees and costs through trial and any and all appeals) in connection with the enforcement of such rules and regulations.

### **1.a Common Elements**

The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium and any facilities or services.

### **1.b Condominium Units**

The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium unit(s) (also referred to as lots), provided, however, that copies of such rules and regulations are furnished to each unit Owner prior to the time the same becomes effective.

### **1.c Rules and Regulations**

The rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all Owners and Owner invitees. The unit Owners and Owner Invitees shall at all times obey said rules and regulations and Owners shall be responsible to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision and any others that have been invited onto Campground Property by such Owner. Said rules and regulations are found in this document but should not be deemed all inclusive.

## **2. General Use and Occupancy**

All units within the Condominium are hereby designated for recreational or residential purposes and may be used for the placement of a recreational vehicle as a dwelling as designated herein, or the placement of such other structures as may be approved as necessary, all of which require approval of the Association.

No RVs, trailers, nor Park Models shall be placed face in, or reversed, on a lot. Any such vehicle not positioned properly is prohibited.

The Association has the right to approve or disapprove of persons owning a Lot or otherwise entering the campground. Each and every prospective buyer(s) must follow the procedures outlined by the Board which may include, without limitation, applying for a background check, attending an interview, and other requirements to obtain a Certificate of Approval from the Board in order to purchase a lot. Failure to obtain a Certificate of Approval from the Board of Directors and produce proper evidence of Ownership will not be considered an "Owner". He/She will fall into one of the categories detailed under Item #3 of these Rules & Regulations and must pay their specified daily rate during their stay.

### **2.a Permits and Improvements to Property**

All construction must be performed in accordance with Calusa construction rules and guidelines and with the approval from Calusa Campground Condominium. All construction must adhere strictly with all other applicable building and construction code provisions in addition to approval from the Association which may be more or less strict than what is provided by law. Failure for an Owner to obtain approval for improvements to their property may result in legal action by the association.

No noisy construction, remodeling or other related activity shall be allowed at any time except Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. No construction, remodeling or other related activity shall be allowed at any other times except in an emergency as may be determined by the Association.

No construction, remodeling or other related activity shall be allowed in any unit without (1) prior written approval of the Association which may be approved or disapproved as the Association may determine; (2) payment of a refundable construction deposit in an amount to be determined by the association; and (3) copies of all required permits. The deposit shall be refunded if no damage has been caused to the Condominium Property, or if the unit Owner has repaired all such damage, then at such time as the repair is made to the satisfaction of the Association in the Association's sole discretion within a time set forth by the Association. The failure to repair such damage as the Association requires shall cause the deposit to be likewise forfeited. To the extent such damage is not repaired the Owner and Owner's invitees shall be liable for the difference and the Association may take any and all actions in law or equity to recover same.

All trash, debris, timber, plastic, paper, tools, garbage, wires, piping, nails, screws, plaster, paint, dust, sand, dirt, tile, brick, stone, cement, equipment, furniture, and other materials related to any construction, renovation or remodeling shall be removed from the common areas daily. The offending unit Owner may be charged and/or fined for any cleanup that is required.

### **2.b Use of Property**

Only one motor home or recreational vehicle may be located or maintained on each unit.

Only commercially manufactured motor homes, park models, mini-motor homes, fifth wheels, travel trailers, truck campers and folding campers will be accepted. Not permitted are tents, non-commercial conversions of trucks, busses, and vans or any vehicles or structures other than permanent structures properly approved or cars.

All motor homes and RV's shall maintain a half (1/2) foot setback from the side property line, one and a half (1 1/2) foot setback from the road and three (3) feet setback apex for corner lots.

Recreational vehicles must be positioned such that the hitch or front bumper is directed towards the immediate roadway. The R.V. must be no closer than six inches (6") to the adjacent property line. RVs can in no case be positioned parallel to the roadway or the canal or on the middle or opposite side of the site away from the utility hookups.

There shall be a minimum nine foot (9') buffer zone between the exterior of a recreational vehicle, on the side with the main entrance door, (or patio or screen room, if one is added) and the adjacent lot line. This buffer zone shall extend from the street to the rear of the lot, running the entire length of the lot. The front and back of the lot and the other side of the lot has no buffer zone.

Any prior amendments allowing treatment of a Lot or Owner different from other Lots is void either prior to or at least no later than the removal of the vehicle that was previously permitted.

No dish antenna, in excess of thirty six inches (36") are to be installed on Condominium units subject to a maximum of two (2) antennas per lot.

## **2.c Maintenance of Property**

Units shall be kept in a clean and sanitary condition and no landscape plant debris, weeds, rubbish, refuse, construction materials, debris / stockpile or garbage that could provide a haven for rodents or constitute a fire, health, or safety hazard shall be allowed to exist. There shall be no crippled, disabled, or otherwise unsightly vehicles or any kind including RV'S, boats and boat trailers, permitted either on the units or other Condominium Property. If any of the above conditions are not corrected within thirty (30) days after due notice, Park personnel may clean up, as necessary, and the unit Owner shall be billed for material and labor at the then prevailing rate for such work. If a health hazard exists, Park personnel may clean up immediately and the unit Owner shall be billed accordingly.

It shall be the continuous responsibility of each site Owner to secure all personal property on his/her respective unit against theft and the hazards of high-velocity winds so as to prevent the same from causing damage to other properties in the Condominium.

All trash must be bagged securely in plastic bags and placed inside a secure trash bin. Proper Trash Bags, not store carrying bags. If Owner does not supply a secure trash bin after receiving notice from the Association, the Association may do so and bill the Owner for the expense. No trash is to be left out overnight.

No major electrical appliances designed for indoor use (i.e. washer; dryer) except mini coolers, portable water/beer dispensers, TV's and stereos may be placed outside the recreational vehicle and or shed. Only one (1) commercially manufactured outdoor barbecue, one freezer, one refrigerator, and/or commercial patio/lawn furniture will be permitted on any lot.

No indoor furniture such as couches, dressers or kitchen cabinets are permitted outside the recreational vehicle with the exception that indoor furniture or kitchen cabinets may be placed inside a screen enclosed shade structure or a shed.

There shall be no unauthorized alterations to the electrical system. No tampering with or changes to the electric box. Any such tampering will be corrected by the Association and the individual Owner involved subsequently billed for any work done by an authorized electrician to restore system to proper order. Repeated occurrences will be dealt with through the Association's attorney.

No overnight sleeping outside the recreational vehicle or motor home.

## **2.d Quiet hours and nuisance**

Quiet hours must be observed by all Owners, guests and renters. Quiet hours are as posted by the Association from time to time.

No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents at any time. The unit Owner shall not permit or suffer anything to be done or kept in or on his/her which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit Owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium property at any time.

Excessively loud music may be considered a nuisance if it unreasonably prohibits the enjoyment of Calusa by other Owners or renters. This also applies to the pool area and common dock area and all of the noise and nuisance requirements apply to all parts of the Common Areas of Calusa.

Any party in common areas will need prior approval of the Board of Directors. Any party which will have 10 or more people, must notify to the Association in writing prior to the occasion. Failure to notify the Association will result in a violation and a possible fine. Owners are responsible for notifying their guests that they all must park at the entrance of the campground, and not inside.

Curfew - Curfew shall be observed between the hours of 11:00 P.M. and 6:00 A.M. for all persons age 17 and under who may not be in Common Areas during this time, unless accompanied by parent or adult age 21 or older.

## **2.e Commercial Activities**

No commercial activities shall be conducted upon any unit in the Condominium except for repairs of Owner registered recreational personal property such as boats, jet-skis, and recreational battery operated vehicle carts, fishing & snorkeling equipment.

Any Owner repairing recreational personal property of other Owners must maintain all recreational property within his unit while conducting repairs and may not repair more than one (1) GEM car / golf cart, vessel or watercraft at any one time.

No business signs allowed with the exception of real-estate and for sale signs for vessels, GEM / recreational battery operated vehicle carts.

## **3. Guest Occupancy**

### **3.a Rental Guests**

Person(s) other than immediate family, defined as mother; father; son; daughter; grandparents, grandchildren and domestic partner who are brought in by a unit Owner or the Association through the Rental Office are considered "Renters" and must pay the specified daily rate for their stay. Rental guests must register with the office in advance or upon arrival.

Only entire units may be rented. There shall be no subdivision or subletting of units. Sheds are not to be converted into living quarters. Sheds are for storage only.

The Association will charge \$10 (TEN DOLLARS) PER RENTER VISITOR with a maximum of six sleep over renters, and a maximum of 10 visitors in total, including the sleep over renters. After two adults, renters pay a \$10 fee for each additional adult for the length of the stay. Any visitor a renter has may be charged a \$10 fee per person and a fee to obtain a Car Pass to park outside. ANYONE without a decal MUST park

outside. ANYONE parked outside without a Car Pass shall be towed away at the owner's expense. Renters and their visitors must wear a wrist band at all times that will be provided by the Association at the time of registration.

### **3.b House Guest**

Person(s) who occupy and stay overnight in a unit may only do so when the Owner is also in residence in the same unit or in residence in a secondary unit within Calusa throughout their stay to qualify as a House Guest. Owners' presence in Calusa will be verified by Office or Security Staff.

### **3.c Day Guest**

Person(s) who occupy but do not stay overnight in a unit (and only when) the Owner is also in residence in the same unit throughout their stay.

### **3.d Family Guest**

Defined as mother; father; son; daughter; grandparents; grandchildren and domestic partner who occupy a unit when the Owner is either in residence or not in residence. If Owner is not in residence then immediate family guest as defined must register with the office in advance or upon arrival and must be at least eighteen (18) years of age. Immediate family, as defined (mother, father, son, daughter, and grandparents) is excluded from any rental charges related to lodging.

Owners shall remain fully responsible and liable at all times for the conduct of their guests.

### **3.e Commercial Workers**

Owners shall notify Security Staff and Office Personnel when guests and commercial workers are visiting their unit so they may obtain a day Car Pass. These Car Passes may only be given during the week, not on weekends or holidays and no one may park inside the campground without a pass. Family members of a member of the Board may not do any paid work for the Association.

## **4. Trespassers**

If a guest violates Calusa rules or regulations, commits an act of vandalism, rowdiness, or disorderly conduct, uses foul language, or fails to obey instructions of the Security or office staff, he or she may be ordered by the office personnel, Property Manager or Security Staff to immediately leave Calusa Campground property. Violations of the rules may not be tolerated and further action may be taken to enforce the rules against the Owner who is responsible for the violator and the person violating the rules.

If any such person refuses to leave the Condominium Property, they shall be considered trespassers upon the property and Security may call the Monroe County Sheriff's Office for assistance. Any person ordered to leave Calusa Campground property may not be permitted to re-enter the property for a minimum of one (1) year and may be subject to being banned from entering Calusa for a longer period of time through and including indefinitely.

Persons shall not trespass on unit lots. A trespasser is any person who willfully enters or remains in or on any structure, conveyance or land without written authorization on file in the Calusa Campground office, licensed or invited to do so by the Owner.

Persons without specific destinations, or sightseers, will not be admitted to the park. Calusa is a gated community and entrance is restricted and supervised.

The Association reserves the right to eject a guest and contact law enforcement for assistance in ejecting him or her immediately.

## 5. Vehicle Registration

### 5.a Owners and Family Members

All Owner vehicles must be registered and have the unique Calusa numbered decal. It is the Owner's responsibility to maintain their registration information updated and current.

A maximum of two (2) Owner or registered guest vehicles may park inside the Owner's private lot or in designated parking common areas at all times.

Calusa Campground decal must be stickered on the front driver-side windshield of all authorized Owner or authorized immediate family vehicles while on the Condominium Property. The Calusa Security Staff and Office Staff will not admit any vehicle without a valid Calusa decal or authorized entry pass.

The decal will have a unique number that is referenced to the model & type of vehicle and the license plate tag number. Decal swapping or changing decals from one car to another is strictly prohibited.

Decals will only be issued to authorized Owners and immediate family defined as (Mother, Father, Son, and Daughter) up to a maximum amount of three (3) vehicle decals per unit. Original registration must be provided to office staff to receive a Calusa decal. Registration must show the Owners name as defined in the Rules and Regulations. There will be a fee for the cost of each Owner decal.

No Owner shall loan their vehicle with Calusa decal to non-immediate family members as defined, in order to gain access into Calusa while unit Owner is not in residence at Calusa.

No Owner shall permit use of their vehicle with Calusa decal to day or overnight guests in order to illegally circumvent and or bypass the office registration procedures of day or overnight guests when unit Owner is not in residence at Calusa.

## 6. Parking & Vehicle Restrictions

Any violation of the following provisions may result in the loss of parking privileges, and/or the offending vehicle being towed at the vehicle Owner's expense.

Parking on Calusa property is at your own risk. The Association is not responsible for damage, theft or vandalism of any vehicle or any damaged caused by an act of nature.

### 6.a Holiday Weekend Parking Restrictions

Guest vehicle entrance or parking inside Calusa will not be allowed during the following Holiday weekends and or holidays: Easter Sunday Weekend, Memorial Day Holiday period, July 4<sup>th</sup> Holiday period, Labor Day Holiday period, and other Calusa events or weekends designated by Management. In addition, a maximum of two (2) Owner and/or registered guest vehicles may park inside the Owner's private lot or in designated parking common areas at any time. Owners driving non-decal vehicles will be asked to park outside during Holiday Weekend Parking Restrictions. No Exceptions! No new cars, boats or Jet Ski will be issued a decal or registered during Holiday weekends.

All vehicles, boats, Jet Ski must have a properly decal at all times, especially before a long Holiday Weekend.

### 6.b Non-holiday Parking for Guests and Renters

A maximum of two (2) Owner and/or registered guest vehicles may park inside the Owner's private lot or in designated parking common areas during non-holiday weekends and or holidays.

Day guests may be issued a temporary vehicle day pass which may be a pass of a distinctive color to indicate the short-term, daytime nature of the pass upon entering Calusa Campground during non-holiday weekends -

or will be issued any other kind temporary vehicle day pass approved by Management and the Board of Directors.

Guests calling upon an Owner or registered renter may be issued a day or overnight guest pass and directed to the Owner's unit if the Owner is staying on the Condominium Property. Pass must be displayed on windshield or rear view mirror.

House Guests who desire to remain overnight with an Owner will be issued a pass to be suspended or hung from the rear view mirror which will indicate the guest's departure date and unit number of Owner.

No vehicles shall park or block a neighbor's driveway, nor park in the paved or non-paved roadways. Unit Owners shall be responsible for vehicle parking of their guests.

Any vehicle parked on any non-storage common areas, without a valid unique numbered Calusa Decal (sticker) or guest pass will be subject to towing at Owners expense, among other remedies available to the Association.

### **6.c Vehicle, Trailer and Boat Parking**

All vehicles parked on any common areas must have a current Vehicle Registration Plate (also referred to as a license plate, number plate, vehicle tag or simply, tag).

All vehicles parking on any non-storage designated common areas shall be used for the purposes of short term parking, defined as five (5) days or less.

Long term parking, defined as more than five (5) days, on designated non-storage common areas for vehicles must be approved by the Association and may not exceed 10 days in total.

No vessel, watercraft or vessel / watercraft trailer will be admitted in Calusa unless properly identified with a valid unique numbered Calusa Decal. Vessel, watercraft or vessel / watercraft trailer not properly identified with a valid unique numbered Calusa Decal on any common area will be towed at Owners expense.

All boat, boat trailers, jet skis towing will be handled through a third party vendor and any issues relating to damage, illegal towing shall be between the Owner, guest, Owner invitee and the company and not the Association.

All land common areas except the boat storage area in the 300 section by the gravel road, gated storage area behind the marina building, and the gated boat storage area by the maintenance building are hereby designated as non-storage common areas that may be used for vehicle parking unless prohibited by no parking signs. The green areas around the basketball and tennis courts; the playground; and the green area next to the office by the entrance are not to be used as parking for any vehicle or vessel.

### **6.d Marina Common Area**

Designated area parking for Marina use only until the Marina is open for business. Rules on the posted signs are to be followed at all times.

Common areas are not to be used as boat storage areas.

Common area parking is short-term. Vehicles, vessels and/or trailers cannot be left parked at the same spot for more than five (5) days. This includes common area that are in the middle of the 200's.

### **6.e Vessel and Watercraft Trailer Decals**

Calusa Campground decal must be stickered on both sides (port & starboard) next to the FL # of all authorized Owner vessels while in the park. The Calusa security officer and office staff may not admit any vessels without a valid Calusa decal.



The decal will have a unique number that is cross-referenced to the FL number of the vessel. Calusa decals may not be swapped or exchanged on any vehicle or vessel and decals are unique to a specific vehicle or vessel.

Decals will only be issued to authorized Owners to a maximum amount of three (3) decals per unit restricted to the following: one boat and two jet skis or two boats and one Jet Ski. Original registration in Owner's name must be provided to office staff to receive the unique Calusa numbered decal.

## **6.f Owner Docking for Vessel and Watercraft Trailers**

Vessel and or watercraft docking in the "RED ZONE" may be towed at Owner's expense and is not permitted. In the event that a towing order is issued and the offending vessel or watercraft is removed while the towing vendor is en-route, the unit Owner will be billed for any towing vendor related expenses or charges.

The "RED ZONE" is designated for loading and unloading ONLY. Vessels are not to be left there while fish is being cleaned or to take a dip in the pool or for any other purpose.

Calusa registered vessels or watercrafts docked in the "COMMON AREA" docks will be limited to a maximum of 48 hours of docking. These areas may be monitored by security staff and security cameras. Vessels and or watercraft in violation of the 48 hours may be subject to towing at Owners expense in addition to other remedies the Association may determine.

Any vessels or watercraft docked or parked on common areas, without a valid unique Calusa Decal (sticker) will be subject to towing at Owners expense. Office or security staff is not required to verify identity of the boat or vessel if towing is required for non-identification.

Vessel / watercraft trailers parked on designated non-storage common areas must have an expired or current Vehicle Registration Plate (also referred to as a license plate, number plate, vehicle tag or simply, tag) attached to the boat trailer. The vessel or watercraft trailer must also have a valid unique Calusa Decal (sticker) and Calusa Lot #. Unidentified vessel or watercraft trailers on common areas are subject to towing at Owners expense.

Docks that float and that are not properly secured in accordance with the requirements of the Association are not permitted.

Four post lifts are prohibited.

Boat lifts may not be secured to the seawall, sidewalk or other common area property and must be "elevator" type lifts.

## **6.g Owner Parking for Vessels and Watercraft**

Office Staff and Security Staff will have a list of Owners vessels by Decal (sticker)# and FL #. Decal swapping or exchanging of Decals is prohibited. Any vessel with mismatched information may be considered unauthorized and will be towed at Owner's expense in addition to other remedies that the Association may deem appropriate.

Owners in the process of buying a vessel / watercraft must call the office ahead of time and provide notification in order to make temporary arrangements to insure that the vessel or watercraft is not towed while Owner is in the process of acquiring a Calusa decal. When a boat is sold, it is the Owner's responsibility to remove the decal and turn it into the office for the information to be removed from the Owner records.

## **6.h Parking on Units other than the Owners**

No vessel, watercraft or vessel / watercraft trailer may be parked or docked on any unit other than the one they own without written permission on file in the office.

## **7. Vehicle Restrictions**

No motorized gas or electric go-peds, mopeds, atv's, gas operated golf carts or similar vehicles are allowed on property.

No large commercial vehicles allowed to park on property without prior authorization from the Association.

No disabled, inoperable or partially dismantled vehicles, boats or boat trailers allowed to park on common areas unless authorized by the Association.

No non-Owner commercial vehicles allowed on property on weekend days or holidays except in case of emergencies or authorized by the Association.

No non-Owner commercial vehicles are allowed on property on week days after 8:00pm except in case of emergencies or authorized by the Association.

No crippled vehicles, RV's or trailers, allowed inside Calusa for more than three (3) days unless the RV or trailer is permanently parked on a Lot and has been approved by the Association in accordance with the governing documents of the Association.

Vehicles parked in common areas must have current state registration.

## **8. Vessel and Watercraft Restrictions**

### **8.a Guest or Visitor Vessel or Watercraft Restrictions**

No visitor or guest vessels or watercraft allowed at any time in the park or marina dockage area.

### **8.b Renter Vessel and Trailers and Watercraft Restrictions**

Renters vessels and trailers are not allowed in common areas during summer month period from Memorial Day through Labor Day. Renters, with the exception of those renting water front lots (bay/canal front) are prohibited from using the common area docks. If the vessel is larger than the renter's lot, renter has to park outside.

Renter vessels in excess of 25' length will not be allowed on Condominium Property.

### **8.c Boats, Watercraft and Vessel Operation and Dockage**

No double-docking of vessels on area canals adjacent to common area or waterways or marina is permitted at any time.

Vessel speed on canals, marina and park perimeter shall adhere to Monroe County regulations.

No vessel shall be moored in any manner blocking free entrance, exit, or use of any waterway within or on the perimeter of the park.

No vessel shall be used as living quarters on the waterways within or on the perimeter of the park.

## **9. Recreational Battery Operated Golf Cart and GEM Cars**

Golf Cart & GEM Car usage is a privilege. Multiple and or repeated violations of the golf cart / GEM Car rules & regulations will result in the loss of this privilege to the offending unit Owner and or guests.

There is a limit of only one (1) golf cart per lot. In a case where an Owner owns multiple lots, he or she may only maintain one GEM and/or golf cart registered and parked on each lot.

All unit Owners must sign a Recreational Golf Cart & GEM Car agreement before operating a golf cart and or GEM Car inside Calusa.

Unit Owner will be responsible for any incident that may occur to the Owner, tenants, property, other Owners, Owner Invitees, guests and any and all other persons within the Condominium Property while operating a golf cart, GEM car or vehicle inside Calusa and shall hold Calusa harmless and indemnify Calusa from and against any and all expenses, damages, costs, sums, suits, accounts, losses, judgments, amounts, fees, costs (including without limitation attorney's fees and costs through trial and any and all appeals) associated with any damage caused by any Owner, guest or Owner invitee.

Anyone driving a GEM or golf cart must obey all traffic signals. To be specific: Stop signs are to be obeyed, the maximum speed allowed is 5 miles per hour, parking restrictions, and no parking in handicap spaces must be obeyed among other rules and requirements. GEM or golf carts parked in a handicap spot without proper authorization will be towed away at Owner's expense.

A valid Calusa Campground decal must be stickered on the front driver-side windshield of all authorized battery operated GEM vehicles while in the park. The Calusa security officer and office staff will not admit any GEM vehicle without a valid Calusa decal.

State licensed drivers between the ages of 16 thru 19 are allowed to operate a GEM or golf cart provided they are the registered Owners of the lot. All state licensed drivers between the ages of 16 thru 19 must also register in the office to be authorized to operate a golf cart. Office registration will require driver to present a valid state driver's license as part of the registration process. Only registered Owners are to operate the GEM or golf carts.

All motorized vehicles shall be operated by LICENSED DRIVERS ONLY, except that a golf cart may be operated by a non-licensed driver over the age of 18.

All golf carts and GEM cars must have lot number displayed and clearly visible on both the driver and passenger sides. Minimum size of lot numbers shall be no less than 3 inches in size.

Original vehicle registration for GEM car with tags must be provided to office staff in order to receive a Calusa decal. No vehicle registration document is required for golf carts to receive unique numbered Calusa decal.

Anyone operating a golf cart or GEM car must keep the music to a level that does not become a nuisance to others while driving, or standing around.

No vehicle of any kind, including bicycles, shall exceed the park limit of five (5) miles per hour or drive in an unsafe and reckless manner and must not exceed the seating capacity.

Golf carts may park on designated common areas as short term parking (defined as less than forty-eight (48) hours).

Driver and any passenger must remain seated on a golf cart seat or seating surface when the golf cart is in motion.

No person other than the driver may have control /operation of the golf cart.

All golf carts shall be operated in a manner as if they were automobiles being operated on public roads. All rules of the road, traffic signs and other safety measures shall be followed at all times.

Among other penalties, remedies, and fines which may be imposed, an Owner, guest, Owner invitee or renter who allows unlicensed minors to drive a golf cart, or who brake any of the herein stated rules, may have their right to use a golf cart suspended for a period of three months.

## **9.a Bicycles, Children's Cars, Motored Cycles, & Skateboards**

Children on a bicycle, skateboard, skates, or any battery operated toy must have reflective lights, helmets, and obey the maximum speed limit of 5 miles per hour. It is the Owner's responsibility to ensure their child follows these rules and stops at every Stop sign in the campground.

## **10. Pool and Pool Area Restrictions and Use**

Glass bottles, glass containers, kegs, funnels, hookahs, beer pong, domino tables are prohibited in pool and dock areas. No food or beverage within 4 ft. of the pools edge.

No smoking in the pool area with the exception of the designated landing between the two decks labeled a smoking area.

There is no lifeguard on duty at any time. All persons using the pool do so at their own risk. Children under the age of twelve (12) must be accompanied and supervised by a responsible adult at all times.

The pool capacity is 22.

No diving, cannon balling, running, rough housing, pushing, Frisbee throwing, ball playing, water guns or water balloons are allowed in the pool area.

Skateboards and roller skates are not allowed in the pool areas.

Children who are not toilet trained, nude, or in diapers are not allowed to use the pool. Swim diapers are permitted if used properly.

Swim suits are required in pool.

No rafts or chairs allowed in the pool. Masks, noodles, and snorkels are allowed.

No loud noises, shouting, radios, stereos, boom boxes, musical instruments, games or similar activities are allowed in the pool area. Disorderly, inappropriate or vulgar conduct of any kind is not allowed in the pool area or on the property.

Persons with a communicable disease or open body sores are prohibited from using the pool.

No pets allowed in pool or pool area. **NO EXCEPTIONS!**

Emergency, life safety equipment located throughout the pool are not to be used as entertainment devises or as toys. Anyone playing with any life safety equipment will be removed from the pool area and fined.

Hours posted must be observed together with all posted rules and regulations regarding the use of the pool and pool area.

## **11. Calusa Playground Area**

- (1) Opens at 8:00 A.M
- (2) Closes at Dusk
- (3) Only children 12 and under allowed in playground except for the adults accompanying them.
- (4) Children must be accompanied by an adult at all times and the supervision is the sole responsibility of the adult(s) accompanying them.
- (5) Glass objects are prohibited in the playground.
- (6) No pets allowed in playground.
- (7) No bicycles or mopeds are allowed in playground.

## **12. Other**

### **12.a Pets**

A maximum of three (3) approved household pets, defined as being only a cat, dog, or bird will be allowed. Fish may also be allowed and are not restricted. No dangerous dog breeds allowed such as Pit Bulls, Pit Bull types, and other similar restricted breeds are permitted nor any aggressive pets. All Owners must document their pets with the Association and show proof of the proper vaccine paperwork.

All dogs must be kept on a less than 6' leash when on common areas and under Owner control and supervision at all times. All pets must be carried, caged or kept on a short leash (less than six feet) at all times when outside the unit. Dogs shall not be allowed to jump on or bother other residents or their guests.

Pet's litter and waste must be picked up and deposited in garbage containers and not left on any part of the Condominium Property. Pets must be walked outside the front gate along the side of the roads and not on private property and parking areas. Pets are not permitted in pool areas or common buildings. Animals are not permitted to swim at or near the boat ramp or in the water near any of the Common Areas.

Pets may not be a nuisance to Owners, renters, or visitors. No noisy pets allowed outdoors during quiet hours.

Monroe County Animal Control may be called out for unsupervised pets.

No feeding of stray cats or wild animals allowed and as further restricted by per Monroe County law.

All pets and their Owners and caretakers shall comply with all applicable laws and ordinances relating to pets and Owners and unit Owners, the pet Owner and occupants shall be jointly and severally responsible for the costs and damages associated with any non-compliance. The Association may take any and all actions in connection with any such violations.

Any pets which are required to be permitted pursuant to federal, state or local law but otherwise prohibited on Condominium Property by the governing documents of the Association shall be governed by the same Rules & Regulations above, but may be admitted to the Condominium Property under the specific provisions for approval which may be obtained from the Association.

The pet Owner, Owner's Invitee and unit Owner shall pay all damages, sums, liabilities, suits, actions, monies, expenses, fees and costs (including, without limitation, reasonable attorneys' fees and costs at any level and through trial and any and all appeals), incurred by the Association in connection with any pet.

No animal or pet shall be maintained or harbored on a unit (lot) or on the Condominium Property that would create a safety hazard, nuisance, or would cause annoyance to or interference with the peaceful

possession of property by other residents. A determination by the Board that an animal or pet maintained or harbored on a unit (lot) is creating a safety hazard, nuisance or is a source of annoyance or interference with the peaceful possession of property by other residents shall be conclusive and binding upon all parties, requiring the removal of the pet upon notification of a decision in that regard by the Board.

## **12.b Camping and Fireworks**

Open fires are prohibited, unless contained in a fire pit and monitored by the Owner/renter. All fire pit fires will be extinguished before 11:00pm. Fire pits must be covered.

Overnight sleeping on docks or other outdoor common areas is prohibited.

Fireworks are strictly prohibited.

No one shall discharge a gun of any kind including, without limitation, air rifles, paintball guns and spear guns within the park unless defending ones' safety. Sling shots are prohibited.

## **13. Association Legal Action and Remedies**

No person shall use the common elements or any part thereof, or a Condominium unit or the Condominium property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

The Association may take any available legal action to enforce these rules & regulations including but not limited to towing of vehicles, watercraft or trailers, restricting of access to facilities, fines, restrictions, suspensions, removal from the Condominium Property, imposition of fees, costs or expenses, injunctions and any and all other remedies which may be available to the Association at law or equity.

No Owner, Owner Invitee or guest shall harass, insult, intimidate or use offensive and abusive language against any staff member or any person(s) working on behalf of the operations of the Association. All Owners Owner Invitees and guests shall conduct themselves in a businesslike manner when dealing with person(s) in charge with the operations of the association.

In addition to other remedies which may be available, the Association may levy reasonable fines against a unit for the failure of the unit Owner, Owner Invitee, guests, relatives or lessees to comply with any provision of the Declaration, the Association By-Laws or Rules adopted by the Association. A fine pursuant to this section may be levied against the unit which the violator occupied, the Owner, and the violator and shall be collectible as allowed by law. Nothing herein shall be construed to interfere with any right a unit Owner may have to obtain from a violator occupying his unit payment of any fine levied against that unit. Also, nothing herein shall be construed as a prohibition or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various Association Documents whether in law or equity or as provided above.

Owners, Owner Invitee's and others on Condominium Property shall hold the Association, its directors, officer, employees, agents, representatives, attorneys, accountants, and manager harmless and indemnify the Association from and against any and all expenses, damages, costs, sums, suits, accounts, losses, judgments, amounts, fees, costs (including without limitation attorney's fees and costs through trial and any and all appeal) associated with any damage to persons or property caused by any such Owner, Guest, or Owner Invitee.

## **14. Suspension of Rights**

Among other rights and remedies of the Association, if a unit Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, the Association, the Association may suspend the right of a unit Owner or a unit's occupant, licensee, or invitee to use Common Areas, common facilities, or any other Association property until the monetary obligation is paid together with suspending the right to vote at any meeting.

## **15. Access and Easements**

The Condominium Association reserves the right of access to all units for its officers, agents, and employees of those entities furnishing utilities and services to the Condominium at all reasonable times for the purpose of inspection and maintenance of utilities and all other such service facilities.

The Condominium Association reserve for themselves and for any persons or entities providing services to the Condominium an easement through the Condominium for all utilities, including electricity, water, gas, sewage, television, and any such services as may be reasonably required.

## **16. New Construction/Existing Construction Repairs & Remodeling Rules**

New Construction and all repairs and remodeling of existing property must abide by and follow the guidelines established by a hold harmless and other agreements specified by the Association in addition to all of the laws, rules, codes, regulations and ordinances of Monroe County and the State of Florida ("Laws"). Owners and Owner Invitee's are cautioned to ensure that both Laws and the requirements of the Association are followed and approvals obtained.

## **17. Administrative Rules**

A unit Owner desiring to inspect the Association's records shall submit a written request to the Property Manager of the Association. The request must specify the particular record subject to inspection, including pertinent dates or time periods and shall state whether the request is for inspection or a photocopy. The request must be sufficiently detailed to allow the Association to retrieve the records requested. Due to the burdens placed on the Association by such requests, the following shall be observed:

Inspection or copying of records shall be limited to those records specifically requested in advance, in writing.

No unit Owner may submit more than one request for inspection or copying of the same record in a thirty (30) day period.

No unit Owner may submit more than one (1) request per week.

No Owner may request the inspection of more than ten (10) records at any one (1) time, nor shall the Association be required to produce records for inspection exceeding one-hundred (100) pages at one (1) time. If the Owner's request exceeds either of these limitations, the Association may provide records for inspection in the order requested by the Owner up to the limiting factor, and the Owner shall be notified that the other records will be made available for inspection at another session upon receipt of another written request of the Owner.

All inspection of records shall be conducted at the Association's office or at such other location designated by the Association. No unit Owner shall remove original records from the location of inspection. No alteration of the original records shall be allowed.

Records may be made available for inspection by the Association on or before the tenth (10<sup>th</sup>) business day subsequent to actual receipt by the Association of the written request for inspecting. In addition, this time frame shall be extended in the event records are as voluminous or otherwise in such condition as to render this time frame unreasonable or where the Association is unclear about instruction or requires further advice relative to the request. The Association may notify the unit Owner, by telephone, in person or in writing, that the records are available and the time, date and place for such inspection.

Inspections shall be made only at time and day specified by the Association.

If a unit Owner desires to obtain a copy of any record, the unit Owner shall designate in writing the specific record or portion thereof desired. Copies of the record(s) may be available within five (5) working days of receipt of the request. In the event that the above referenced time frame is impracticable due to the voluminous nature or condition of the records or for other reasons, then copies will be made available as soon as is practical.

Unit Owner shall pay the current per page fee for photocopies.

No written request for inspection or copying which seems to harass any Association staff will be honored.

Owners inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association and or office where the records are otherwise inspected or copied.

The unit Owner shall acknowledge receipt of copies or access to office records, by signature.

Any written requests for inspection or copying not complying with these rules shall not be honored. The Association shall indicate, in writing, the nature of the non-compliance and transmit same to the requesting party within five (5) working days subsequent to the receipt of the written request from the unit Owner. Any verbal requests for inspection or copying will not be honored.

Calusa issued decals shall not be swapped, altered, cut, and disfigured or its appearance changed in any way, a replacement fee will be charged for all decal replacements.

The Association, Management, or Board of Directors assume no liability for loss, damage or theft of any vehicle, boat or parts thereof parked in Association parking areas nor any other damage to property or injury to persons.

**Voted and approved by the Board of Directors on \_\_\_\_\_, 20\_\_**