

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
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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. All initial capitalized terms used herein, but not defined, shall have the same meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easement for Botanica Lakes.

1. **Responsibility.** With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of his family members, guests, invitees, tenants, contractors and other persons for whom he is responsible, as well as for the actions of persons over whom he exercises control and supervision.
2. **Observance of Governmental Requirements.** All applicable laws, zoning ordinances, 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 an Owner or his 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 procuring items at times or at volume levels which shall disturb others. City of Ft Myers Code of Ordinances Article V. NOISE Sections 54-196
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 Declaration of Covenants, Restrictions and Easements for Botanica Lakes (the "Declaration") or the Rules and Regulations. All violations of any of the Rules and Regulations should be reported immediately to the Property Manager of Botanica Lakes. The City of Ft Myers Police (non-emergency phone line) should be contacted for violations of city code. 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 in accordance with the Declaration.
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 any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's 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 Florida Statute 720.305.
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.
10. **Further Amendment.** The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.
11. **Curfews:** A minor (persons under the age of 18) is restricted to follow the curfew regulations of the City of Ft Myers when not accompanied by an Owner or supervising adult over the age of twenty-one (21). Sunday-Thursday curfew begins at 9:00 p.m. and ends at 5:00 a.m. of the following day except in the case of a legal holiday. Friday, Saturday and legal holidays curfew begins at 11:00 p.m. and ends at 6:00 a.m. of the following day. City Ordinance Number 3638.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
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ADDITIONS AND ALTERATIONS

As provided in the Declaration, no Owner shall make any improvement, addition or alteration to his Lot or the exterior of his Home without the prior written approval of the Architectural Control Committee ("ACC")/Architectural Review Board ("ARB") and a security deposit in an amount determined by the Board to cover incidental damage cause 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 ACC approval of any Improvement (as defined below) must be on the form designated (Request for Architectural Review) for this purpose by and available from the Botanica Lakes Property Manager or the Home Owners Association (HOA) web site. No changes shall be commenced until such time as the Owner is in receipt of written approval from the ACC.

ARCHITECTURAL CONTROL COMMITTEE ("ACC"):

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 ACC. The ACC 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 damaged 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 ACC shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of the Community. The ACC shall approve or disapprove the request within 30 days from receipt of all requested submission plans and materials. In the event the ACC fails to approve or disapprove a request in writing within 30 days of receipt, unless a request is specifically deferred, the request shall automatically be deemed disapproved. The ACC 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 ACC, all construction shall be subject to the terms and conditions of the Declaration, the Rules and Regulations, and any Governmental Requirements, including obtaining all proper permits.

In the event of a denial by the ACC of the Request for Architectural Review, the applicant may appeal in writing to the Board of Botanica Lakes.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ACC 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 ACC 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 are on the sanctioned ACC list and style are consistent with existing improvements.
2. **Metal or Aluminum Roofs.** Metal or aluminum roofs shall not be permitted.
3. **Facade:** Modifications to the architectural facade may be approved only if reviewed by the ACC, and is consistent with the existing community.
4. **Temporary Structures.** No tents, trailers, shacks or other temporary building or structures shall be constructed or otherwise placed on a Lot.
5. **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 that this prohibition shall not apply to those satellite dishes that are eighteen (18") inches in diameter or less, and specifically covered by 47 C.F.R Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time.
6. **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 brick pavers of a selection, color and style consistent with the original installation. Approval for the refinishing or replacing of driveways with brick pavers may be approved only if the colors and style are consistent with existing improvements and the Home Owner assumes the responsibility for continued maintenance.
7. **Basketball Hoops.** Use of portable or temporary basketball hoops may be permitted if the installation occurs at a location, which is no closer to the street than midway between the garage door and the property line. The Owner shall maintain the basketball equipment in good appearance, consistent with the community.
8. **Screen Enclosures.** Approval for screen enclosures shall be limited to aluminum frame structures, which are either bronze or white, and screen meshes on the enclosure, which are a standard dark color (e.g. charcoal, bronze or black). Kick plates may be approved which is no taller than 24" above the patio deck. 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. All non-screen enclosures must be approved by the ACC.
9. **Awnings.** An Owner shall not install any awnings attached to his Home.
10. **Sun Shades.** Sunshades are permitted when attached to the inside of a screen enclosure. Frames for sunshades shall be limited to aluminum frame structures, which are bronze, black or charcoal in color. All sunshades must be approved by the ACC.
11. **Lighting Fixtures.** 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 the Community and fixture styles, which are consistent with others in the Community.
12. **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 ACC.
13. **Play Equipment.** Permanently installed play equipment, which is of a common playground type designed for children, may be approved by ACC. No equipment shall be permitted within lake maintenance, utility, drainage or access easements, except portable basketball hoops in the driveway areas. The Owner assumes the maintenance and care of the permanent fixtures and its appearance will need to be consistent with the community. Moveable play equipment shall not be placed in front of the lot.
14. **Setbacks.** All improvements (including, without limitation, pavers, pools and screen enclosures) shall comply with all setbacks and other dimensional requirements imposed by the ACC, City of Fort Myers, Arborwood CDD as well as all other applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Community.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

15. **Preserve Areas.** Portions of the open space tracts are designated on the plat(s) of the Community as "Preserve Areas". The Preserve Areas shall not, in any way, be altered from its natural state except as provided for by the Deed of Conservation Easement(s) encumbering such Preserve Areas. Activities prohibited within the Preserve Areas (other than clearing and construction for drainage facilities) include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing other substances such as trash; removal or destruction of trees, shrubs, or other vegetation (other than exotic/nuisance vegetation removal); excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation. No Owner shall alter the Preserve Areas (or any portion thereof), nor engage in any such activities prohibited within the Preserve Areas.
16. **Mailboxes.** Replacement of mailboxes installed by the homeowner must be submitted for approval by the ACC. Any replacement must be in conformance to the original installed mailboxes.
17. **Security Deposit.** Any Owner desiring to make Improvements is required by the Committee to submit an application fee or a security deposit depending on the improvement being requested and the manner of installation of such improvement. The application fee or security deposit shall be required at the time of Owner's submission of plans and specifications for review and approval by the Committee. The application fee will be no less than \$25 and the security deposit will be based on the improvement: (1) the security deposit for minor improvements is \$75 and will be returned if no incidental damage is determined by the ACC or (2) the security deposit for major improvements is no less than Five thousand dollars (\$5,000) which would 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. A nominal administrative fee, an amount determined by the Board, will be reduced from the major improvement security deposit if no incidental damage is determined by the ACC. For all ACC requests, a final inspection **MUST** be completed by the ACC prior to receiving any security deposit refund.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

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 ACC 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 ACC shall be required for each and every fence installation:

1. Aluminum rail fencing in bronze shall be the only permissible type of fencing on the Lots.
2. No style of wood or chain link fence shall be approved.
3. No fence shall be approved or installed which encroaches into Association Property or other homeowners Lots.
4. No fence shall be approved which is less than 4' or more than 5' in height. Further, in order to prevent obscuring neighbors' views, the pickets shall not be spaced closer than 3" on center and shall be no thicker than 1" (unless otherwise required by building code). A fence with pickets spaced closer than 3" on center can only be approved on the bottom 18 inches. Additionally, no landscaping shall be installed past the 20-foot lake maintenance easement within Lake Lots, nor which shall interfere with the view of the lake from other Lake Lots.
5. The ACC may require in its sole discretion the planting of landscaping in conjunction with the installation of the fence. Any plans for landscape improvements or alterations shall be submitted for approval to the ACC.
6. No fence shall be approved which is not set back a minimum of 50' from the front property line of the Lot.
7. No fence shall be approved which is not set back a minimum of 10' back from the front wall of the homes and at least 5' back from the sidewalk where applicable. No fences shall be attached to a neighbor's house. 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. No fence shall be installed within the Fence Restricted Areas. The Fence Restricted Areas include (a) the area between the front of a Home and Street, Drive, Road or Roadway at the front of the Lot on which the Home is situated, (b) any Lake Maintenance Easement or Lake Maintenance Access Easement around the community lakes.
9. A fence may be approved by the ACC in any drainage easement on the Property as set forth on the plat any additional Plat or in any separate instrument recorded in the public records of the County, as long as gates are provided on the street side and the back side and all government requirements have been met. The homeowner is responsible for any costs associated with moving of the fence when required.
10. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. No such fence shall be permitted to cross a utility easement.
11. For any fence, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement.
12. All fences shall require a gate to provide access to the Owner's neighbor for maintenance of the neighbor's zero lot line wall and roof overhang.
13. Any fence, which crosses a utility easement, shall be approved in writing by all utility companies occupying the easement.
14. For any fence, if approved, the Owner shall be responsible to meet all County requirements and criteria including, but not limited to, proper permitting and surveying.
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.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - GENERATORS

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ACC 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 generator (collectively, a "Generator System"). Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every installation of a permanent Generator System on a Lot:

1. Location. No aboveground 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, drainage easements, lake maintenance easements and/or lake maintenance access easements, fence and hedge easement, wall and hedge 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. Application 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 ACC and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the ACC 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 or hedges, or a combination thereof, as determined by the ACC. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator.
4. Compliance with Governmental Requirements. For any Generator System approved by the ACC, 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 set-back 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 ACC, 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 ACC of such compliance with Governmental Requirements has been delivered to the ACC.
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.
8. Limitations. Not all Lots in the Community may be able to have a Generator System installed thereon due to, among other things, the Governmental Requirements, applicable set back requirements, location of easements and the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the ACC, there is no guarantee that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the ACC and/or applying for any necessary permits and approvals.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

MAINTENANCE AND APPEARANCE OF HOMES

1. **General.** Each Owner shall keep and maintain his Home and Lot in good order, condition and repair, and shall perform promptly all maintenance, landscaping and repair work within his 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 (tangible movable possessions including items such as but not limited to boats, trailers and recreational vehicles) of an Owner shall be stored inside his 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 his Home during the hurricane season shall prepare his 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 person to care for the Home and Lot should it suffer hurricane damage.
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 the builder or approved by the ACC 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 his Home immediately after a hurricane watch or a hurricane warning has been lifted. In that regard, if an Owner installs removable hurricane shutters on his Home during a hurricane watch or a hurricane warning and thereafter leaves his Home, that Owner must either: (a) immediately return to his Home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from his Home; or (b) make arrangements for another individual to remove such hurricane shutters from his Home immediately after the hurricane watch or hurricane warning has been lifted. The installation of hurricane shutters, other than those provided by the original builder, shall require ACC approval.
5. **Window Decor.** Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. 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 Lots without prior written consent of the ACC. No additional trees, shrubbery or landscaping are permitted to be planted on the property without the prior written consent of the ACC. Front lot lawn decorations, including but not limited to, birdbaths, wishing wells, sculptures, ornaments and flower/plant pots should be limited in number and consistent with the neighborhood.
7. **Alteration of Drainage.** No sod, topsoil, fill, or muck shall be removed from lots without prior written consent of the ACC. 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.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

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 containers located in appropriate area (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 containers provided by the City of Ft Myers.
2. Trash Cans that are 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. Bulk 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 (which is not the same day as Trash Cans), but not sooner.
4. 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.
5. No stripped-down vehicles, lumber, other building materials, water sports equipment, 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.
6. Each Owner shall regularly pick up all Trash and tree/hedge trimmings around his Home and Lot.
7. No homeowner is allowed to use the dumpsters at the Botanica Lakes Clubhouse unless it is for disposing of trash from a clubhouse event.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

PARKING AND VEHICULAR RESTRICTIONS

1. Parking shall be permitted only on driveways and inside garages. **No parking** on the streets, grass, sidewalks, or swales is permitted. City of Ft Myers Ordinance 86-89
2. If parked on driveways, vehicles **shall not** obstruct traffic on the streets or sidewalks.
3. Only vehicles belonging to authorized persons, those actively using the Clubhouse Area or have an approved parking pass are permitted to be parked in the Clubhouse Area parking lot area. Any vehicles parked in the Clubhouse parking area overnight **must have** an approved parking pass received from the Guardhouse 24 hours/7 days a week or the property manager may provide a parking pass when needed.
4. No vehicle or other possessions belonging to an Owner or to an Owner's family member, guest, invitee or tenant, shall be positioned in such a manner as to impede or prevent ready ingress or egress to another Owner's driveway or mailbox.
5. No overnight parking of boats and commercial vehicles is allowed unless within the garage of the Home and with the garage door closed. As otherwise provided for in the Declaration, trailers, motor homes and recreational vehicles shall not be parked in the Community or Clubhouse parking lot. Commercial vehicles further defined as but not be limited to any boat, camper, trailer, van other than passenger van and to also add to the commercial and recreational vehicle list the following: any bus, step van, utility trailer, truck tractor, tow truck or wrecker, tractor trailer, limousine, any agricultural, construction or industrial equipment, all-terrain vehicles (ATV's), quads or any off road vehicle, any vehicle (including a pickup truck with an altered or removed cargo box) designed for transporting people goods or things for profit, any truck with visible work racks or visible work related equipment, supplies or debris, any truck over $\frac{3}{4}$ (three quarters) of a ton, or any vehicle displaying commercial lettering. Pickup trucks or vans that are deemed commercial vehicles solely because they display commercial lettering and fall into no other commercial vehicle category previously mentioned, may be permitted to park on the driveway of a Lot if all lettering is covered and no longer visible. All other vehicles previously noted are not permitted even when lettering is covered. Commercial lettering can be covered with removable white magnets and/or car covers. All covers are to be weatherproof, clean and neat.
6. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four 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.
7. Disposal of drained automotive fluids is not allowed within the Community or the sewers.
8. 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.
9. 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.
10. No Owner shall keep any vehicle on the Lot, which is deemed to be a nuisance by the Board.
11. 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.
12. Car washing shall be permitted only on an Owner's driveway.
13. Owners shall maintain a current registration and all required insurance coverage for all vehicles parked within the Community.
14. 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.
15. The operation of golf carts, motorized scooters, go-carts and other non-licensed or non-registered vehicles shall be prohibited in the Community except when used for the transportation of disabled persons or for the business use of the Association.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

ANIMALS AND PETS

1. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except Pit Bulls and "Dangerous Dogs" all as provided by 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.
2. Under no circumstances shall a Pit Bull 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 anyone (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, using 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, reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in item 1 above, or not maintained in a terrarium or aquarium. Pit Bulls and Dangerous Dogs (all as provided in the Declaration) are also classified as an unusual pet and are, therefore, prohibited.
5. Pet owners are responsible for any property damage, personal injury or disturbance that 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 his 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 and Owners 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 displays 'a dangerous dog behavior' or becomes obnoxious to other 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 local Animal Services agency should be contacted to begin an investigation to resolve the issues with the Owner, which may require the animal to be confined or removed from the community.
12. No Owner shall inflict or cause cruelty upon or in connection with any pet.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

USE AND ENJOYMENT OF LAKES

1. Owners, or the family members, guests, invitees and tenants of Owners, shall be permitted to engage in "catch and release" fishing in the Lake. An Owner shall only access the Lake for fishing from the Lake Maintenance Access Easement or 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 Access Easement abutting a Landscaped Area or Grassed Area and such access shall be limited to the portion of the Lake Maintenance Access Easement or Lake Maintenance Easement and lake bank abutting the Landscaped Area or Grassed Area.
2. If no portion of the Lake Maintenance Access Easement or Lake Maintenance Easement and lake bank abuts a Landscaped Area or Grassed Area, Owners other than Lake Lot Owners whose Lot abuts the Lake shall not be permitted access to that Lake. 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.
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. No other persons shall be entitled to operate watercraft in the Lakes.
4. The launching into and removal from a Lake of any permitted non-motorized or electric watercraft by a Lake Lot Owner, family members, guests, invitees or tenants shall be limited to such Lake Lot Owner's Lake Lot and the Lake Lot Owner, family members, guests, invitees or tenants shall only access the Lakes from the Lake Maintenance Easement or Lake Maintenance Access Easement which immediately abuts such Lake Lot Owner's Lake Lot. Watercraft shall be limited in size to eighteen feet (18').
5. No removal or damage shall be caused to any littoral plantings (shoreline aquatic plantings).
6. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot are permitted.
7. Swimming and the operation of fuel-powered watercraft in the lakes are prohibited.
8. Watercraft and trailers shall not be stored on a lake bank within a rear yard or otherwise visible in any manner on a Lot.
9. In no event shall any Owner cause any erosion or change in grade of any Lake bank slope from design grade.
10. Violations of any of these rules will be subject to fines and/or assessments by the Association.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

LEASING OF HOMES

1. The Homeowner must complete and submit to the Botanica Lakes Property Manager the Botanica Lakes Homeowners Association Application for Residency (Lease), the related fees, a copy of the unexecuted lease and the Pet Information form.
2. The unexecuted lease or a lease addendum shall provide that the tenant will pay the rent due under the lease to the Association upon receipt of notice from said Association that the Owner is delinquent in amounts due the Association.
3. Within 5 days of execution of the lease, but in no event no later than occupancy of the home by the Tenant, the owner must submit to the Property Manager a copy of the entire executed lease and the document acknowledging receipt of the Botanica Lakes Rules and Regulations signed by the tenant(s). If not submitted timely, the Board can deem the lease null and void and in violation of the Declaration.
4. No portion of a Home, other than an entire Home, shall be rented by the Owner, and no Home may be rented more than four (4) times in any twelve (12) month period. In addition, no Home, or portion thereof, shall be sub-let. Individual room rentals are prohibited.
5. Of the four (4) times that an Owner may rent the Home in any twelve (12) month period, three (3) of such rental periods shall be for a minimum lease term of thirty (30) days, and the fourth lease term shall be for a minimum of six (6) months. No lease shall provide for an early lease termination, which would reduce a lease term to a period of less than said thirty (30) days, or six (6) months, as applicable, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations. The Owner shall inform the board when the lease has been terminated early.
6. 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 Declaration and the Rules and Regulations.
7. All leases shall 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 Association Documents or the Rules and Regulations.
8. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Association Documents and the Rules and Regulations 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.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

MISCELLANEOUS RULES AND REGULATIONS

1. Signs. No sign, display, poster, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building, vehicle or other Improvement in Botanica Lakes (including, without limitation, a Home) without the prior written approval of the Board, which approval may be given, conditioned or denied in the sole 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 renting or sale of a Home.
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, except for: (a) propane tanks associated with barbecue grills, (b) those substances used for normal household or yard maintenance use, and (c) an under-ground 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 a.m. and 9:00 p.m. Moving trucks may park at the clubhouse, with a parking pass, for up to 72 hours.
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 the Board grants written permission.
6. Hunting, Trapping or the Use of Firearms. Hunting, trapping, or the 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 Preserve Areas. This rule shall not prohibit an Owner from keeping a lawful firearm in his or her Home.
7. Bicycles. All bicycles, other than those, which are being used, shall be stored within the garage of the owner's Home.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

**GENERAL USE OF ASSOCIATION PROPERTY,
CLUBHOUSE AND RECREATIONAL AREAS**

1. Responsibility

- a. With respect to the use of Association Property, including the Clubhouse and Recreation Tract, an Owner shall be held responsible for the actions and conduct of his family members, guest, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
- b. Any damage to Association Property, including the Clubhouse and Recreation Tract or equipment therein, 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.
- c. The use of the Clubhouse and 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, the Board or its manager.
- d. The Board or Association shall not be responsible for any personal injury or any loss or damage to personal property at the Clubhouse and Recreation Tract regardless of where such property is kept, checked, left or stored on the premises.

2. General Use Restrictions:

- a. The Clubhouse and Recreation Tract, and all facilities located thereon and therein shall be solely for the use of the Owner and his family members, guests, invitees or tenants, subject to the provisions of the Association Documents.
- b. Residents shall accompany their guests and invitees to the Clubhouse and Recreation Tract areas. Without the prior written approval of the Board, no more than four (4) guests per household are allowed in the Recreation Tract and/or to use the facilities daily, with the exception of parties and events as permitted by these Rules and Regulations.
- c. Pets shall **not** be permitted in the Clubhouse and Recreation Tract.
- d. The walkways and entrances of the Clubhouse and Recreation Tract and facilities located thereon and therein shall not be obstructed or used for any purpose other than ingress and egress.
- e. Smoking cigarettes, cigars, e-cigarettes or pipes is not allowed in the pool or pool area
- f. No barbequing is permitted within the Recreation Tract or pool area.

3. Cleanliness:

- a. It is prohibited to litter or cause debris to be put in any of the Association Property, including the Clubhouse and 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 recreational facilities, clubhouse 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 the Association Property, including the Clubhouse and Recreation Tract.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

RULES FOR THE SWIMMING POOL AREA

Pool Area Use:

1. **THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK.** The Association and its Board assume 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 pool and/or the pool area. Persons using the pool or pool area agree not to hold the Association or the Board liable for actions of any nature occurring within the pool area. The pool and surrounding area are under video surveillance.
2. Pool hours are from Dawn to Dusk, but in no event later than 9:00 p.m., if dusk is after 9 p.m. Prior to 8:00 a.m., the use of pool facilities shall be restricted to Owners only providing there are no actions to be disruptive to the peaceful enjoyment of those residents living in close proximity to the pool area.
3. All persons thirteen (13) years of age and younger shall be accompanied and closely supervised by an Owner or supervising adult over the age of twenty-one (21).
4. 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.
5. Owners, Residents, and Guests are not permitted in any of the pools when thunder and lightning are heard or seen.

Code of Conduct for the Pool Area:

1. No nude swimming shall be allowed at any age. Children wearing diapers and swim diapers must wear rubber pants over the diapers while in the pool.
2. No intoxicants shall be permitted in the pool area.
3. 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.
4. No dunking, rough play, profane language, diving or jumping in the pool shall be permitted.
5. No running, pushing, rough play or profane language in the pool area shall be permitted.
6. The use of headphones will be required for radios, tape/CD players, portable televisions, tablets, and smart phone devices. Water aerobics class is excluded.

Health and Safety Considerations:

1. All users shall shower before entering the pool.
2. No soaps or Shampoos shall be used at the poolside shower.
3. Persons wearing bandages, Band-Aids, or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool.
4. No glass containers or other breakable objects shall be permitted in the pool area.
5. 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.
6. 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.
7. A five (5) foot walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the pool area shall not otherwise be blocked.
8. In accordance with health department regulations, no food, drink (except water in an unbreakable container) or animals are permitted in the pool or on the pool deck.
9. If a permitted user of the Jacuzzi has a health risk, such user should first check with their physician before using the Jacuzzi.
10. Smoking cigarettes, cigars, e-cigarettes or pipes is not allowed in the pool or pool area.
11. No barbecuing is permitted in the pool area.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

RULES FOR THE SWIMMING POOL AREA (continued)

Use of pool furniture and equipment:

1. Pool furniture shall not be removed from the pool area.
2. Pool furniture shall not be reserved for anyone not in the pool area,
3. Pool furniture and equipment shall not be modified, altered or changed in any manner.
4. Towels shall be placed on pool furniture when in use.
5. The kiddy pool may only be used by children twelve (12) years of age and younger.
6. The Jacuzzi may reach temperatures in excess of one hundred degrees Fahrenheit (100° F). All children three and under are **not** allowed in the Jacuzzi. All persons 13 years of age and younger shall be accompanied and closely supervised by an Owner or adult over the age of twenty-one (21). If a permitted user of the Jacuzzi has a health risk, such user should first check with their physician before using the Jacuzzi.
7. The saunas located in the pool restrooms may not be used at any time by anyone less than sixteen (16) years of age unless accompanied by an Owner or supervising adult over the age of (21).
8. 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, Clubhouse and Recreation Areas".

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

RULES FOR THE TENNIS COURTS, BASKETBALL COURT AND OTHER OUTDOOR USES

PLAYERS SHALL PLAY AT THEIR OWN RISK.

Use of Courts

Basketball Court hours: open for play from 8:00 a.m. until 10:00pm.

Tennis Courts hours: open for play from 8:00 a.m. to 10:00 p.m.

1. During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.
2. Private lessons shall not be given during prime playing hours (5:00 p.m. to 10:00 p.m.), unless approved by the Board.
3. Tennis play shall be limited to one and a half (1 1/2) hours for doubles play and one (1) hour for singles play.
4. The Basketball Court shall be limited to one (1) hour of play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
5. Use of courts shall 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, Clubhouse and Recreation Area".

Specific Court Use Restrictions:

1. The courts are restricted to the playing of appropriate games or game related activities (i.e., exhibitions and clinics) only.
2. No one shall be permitted on the courts except those persons playing.
3. NO Roller skates, skateboards, roller blades, bicycles, scooters, and other play or exercise equipment shall be prohibited on the courts.
4. Children fourteen (14) years of age and younger shall be closely supervised by an owner or adult 21 years or older and shall not disrupt the play of others.
5. No intoxicants, food or breakable containers shall be permitted on the courts.
6. All belongings shall be removed from the courts when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.
7. 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 courts and/or related equipment caused by the Owner, his family members, tenants, guests, invitees and others for whom the owner is responsible.
8. Use of the Tennis Courts or Basketball Court or any other open play areas, or any portion thereof, 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.

Code of Conduct for the Courts:

1. Boisterous or profane language shall be not used by players or spectators,
2. Walking behind or through the courts during play shall be prohibited.
3. Entering or leaving a court shall only occur when the play of other players is stopped.
4. Only proper attire and shoes shall be worn. Only sneakers shall be worn on the courts. Black soled sneakers shall not be permitted.

BOTANICA LAKES HOMEOWNERS ASSOCIATION, LLC
RULES AND REGULATIONS
www.BotanicalakesHOA.com

RULES FOR THE CLUBHOUSE AND ACTIVITIES ROOM (continued)

6. Any Owner using the Activities Room or Clubhouse and Kitchen shall be responsible for the care and cleaning of the facility, including the kitchen. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Activities Room or Clubhouse and Kitchen.
7. Major community meeting dates shall supersede the use of all other events in the Clubhouse and Kitchen. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Property Manager or Social Committees.
8. No signs, notices or photos shall be posted on any of the walls or windows of the Activities Room or Clubhouse, other than on bulletin boards, if made available by the Association for that specific purpose.
9. 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 Area".
10. The Clubhouse, Kitchen, and Activities Room are under video surveillance.

Rules for Use of Exercise Rooms:

Fitness Room Hours: Open Daily 24 hours
Dance Studio Hours: 5 a.m. to 10 p.m. Daily

1. The Fitness Center is open for the sole purpose of exercising or working out. All equipment shall be used at the risk of the person exercising.
2. All residents between the ages of thirteen (13) and fifteen (15) years of age must be accompanied by a parent/guardian at all times to utilize the fitness room.
3. All residents twelve (12) years of age and younger may not use the fitness room.
4. All residents sixteen (16) years of age and older may utilize the fitness center independently, but must have an access card and a signed waiver on file.
5. Athletic shoes and shirts shall be worn at all times.
6. As a courtesy to others, people exercising are requested to allow others to work in with them.
7. A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.
8. Equipment shall be wiped down after each use.
9. To enter the Amenity Center after 9 p.m., the front gate is the only access.
10. The Exercise Room and Dance Studio are under video surveillance.