

Bay Harbor Club of Bonita Beach Condominium Association, Inc.

Rules and Regulations

October 17, 2022

AUTHORITY

The By-Laws of Bay Harbor Club of Bonita Beach Condominiums Association, Inc. and Section 10 of the Declaration of Condominium authorize the Board of Directors (hereinafter called the “Board”) to adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, restrictions upon and respecting the use and maintenance of the units and of the common elements and limited common elements as may be deemed necessary to assure the enjoyment of all unit owners and to prevent unreasonable interference with the use of the units, common elements, and limited common elements, and shall not be inconsistent with the Condominium Act, the Declaration of Condominium and the By-laws of the Association.

The Rules and Regulations will be reviewed periodically by the Board of Bay Harbor Club of Bonita Beach Condominium Association Inc. and amended as necessary to better serve the membership.

ENFORCEMENT

The Bay Harbor Club Board is committed to enforcing the rules. There will be a written policy that will:

- Encourage a friendly, neighborly approach to correcting rules violation. Most rules violations happen because people do not know and understand the rules.
- Where this does not work there will be provision for a formal process of following a number of possible steps leading to issuing fines. There will be an appeal process the fined owner may pursue.

RULES

1. OCCUPANCY REGISTRATION

For security and safety reasons, owners, tenants and guests, when the owner not in residence, are required to follow the directions on the occupancy rack located in each lobby.

2. OCCUPANCY

- A. No occupant shall make any use of a unit which violates any applicable law, ordinance or regulation of any government body.
- B. No owner, tenant, or other occupant of a condominium unit shall use the unit for other than single family residence purposes.
- C. No occupant shall commit an illegal act, or commit or take an act that is harmful or offensive to others in his unit or in or on the common elements.
- D. A unit when occupied by its owner shall have no more than seven (7) occupants.
- E. A unit when occupied by a person other than its owner shall have no more than five (5) occupants.
- F. Occupant is defined to mean any one who sleeps in the unit or stays overnight in the unit and shall include children and infants.

3. LEASING / RENTING / GUESTS

- A. Rental and lease agreements shall not be for less than either one full month or 30 consecutive days
- B. Units may not be sublet.
- C. Owners shall submit all rental and lease applications twenty (20) days prior to occupancy by the tenant.

- D. All lease and rental applications and all tenants must be approved by the Board. Additionally, any and all subsequent periods involving the same tenants must be approved by the Board.
- E. All unit owners are required to see that they or their leasing agent give a copy of the Rules and Regulations to all of their tenants and guests.
- F. Registered tenants and guests may have guests. The registered tenant or guest must be in residence throughout any occupancy by their guest.
- G. Unit owners are responsible for fines and penalties incurred by the action(s) of their guests, tenants, or other person in their unit.

4. GUESTS WHEN OWNER NOT IN RESIDENCE

- A. Overnight guests when owner is not in residence: Owners shall notify the Association manager in advance in writing of the arrival of guests. Guest information should include: Name(s) of guest(s), relation to owner, ages of children (if any), expected date of arrival and expected date of departure.
- B. Owners shall submit all guest-when-owner-is-not-in-residence occupancy notices at least ten (10) days prior to occupancy by the guest.

5. CHILDREN

Any child under the age of twelve (12) years must be accompanied by an adult while at the pool or spas. Any child under the age of eight (8) years must be accompanied by an adult at the shuffleboard courts or tennis/pickle ball courts.

6. SANITATION

- A. Occupants will not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, and each unit and the common elements shall at all times be kept in a clean and sanitary condition.
- B. All trash and garbage is to be bagged in plastic trash bags with each bag tied firmly closed in order to avoid spillage. Bagged trash may be placed directly in the trash dumpster in the trash room or may be deposited into the trash chute located on each floor provided that no glass or liquid is contained in the bag. Glass containers and liquid must not be sent down the chute but brought to the trash room. Newspapers, glass, plastic, and aluminum cans may be brought to the trash room for recycling.
- C. No hazardous waste or major appliances may be disposed of in Association trash dumpsters or trash rooms. Occupants must arrange with the on-site maintenance manager for a special garbage pick-up at Bay Harbor Club.

7. NOISE

- A. In order to ensure your own comfort and that of your neighbors, radios, stereo amplifiers, and television receivers must be turned to a reasonable volume between the hours of 10:00 p.m. and 8:00 a.m. Sound emitting equipment should not be placed against or attached to walls common to units or exterior screening.
- B. All other unnecessary noise such as bidding good night to departing guests and loud conversation on balconies and in common areas should be kept to a minimum.
- C. No organs or electronically amplified musical instruments may be used without the written consent of the Board of Directors.

8. PARKING

- A. No motor vehicle shall be parked on the condominium property except in such areas intended for that purpose.
- B. No person is permitted to park in assigned parking spaces without permission from the parking space owner. Parking spaces are limited to private passenger vehicles. No parking space shall be used for the storage of equipment, apparatus, or as a dumpster.
- C. All commercial vehicles used to provide service to individual owners or the Association shall upon

unloading park in the guest parking lot during the months of November, December, January, February, March, and April. During the rest of the year commercial vehicles may park in the open unreserved spaces on either side of the tennis courts or in guest parking.

- D. Unloading areas are clearly marked on the pavement outside of each building. This marked area is to be used by owners, tenants, guests, contractors, and delivery people. There is a fifteen minute parking limit in these areas. A luggage cart and a grocery cart are provided in the lobby of each building for appropriate assistance. They shall only enter and exit the building through the door on the side of the building that has a ramp. These carts are not to be used by contractors. Carts should be returned to their provided space in the lobby of each building as soon as possible.
- E. Any vehicle left stored or inactive must be parked in the guest lot or in an assigned parking space. A car key should be left with the on-site maintenance manager should it be necessary to move the vehicle in the owner's absence.
- F. Tenants and guests may not leave vehicles on Bay Harbor Club premises outside of the registered time period of the tenant or guest.
- G. No vehicle other than commercial vehicles temporarily on business, shall display any signage or open load of tools or equipment of a commercial nature, or any unsightly objects.
- H. Boats on trailers, trailers and recreational vehicles are not permitted to park at Bay Harbor Club for more than four hours. Any vehicle not in operable condition or validly licensed, is not permitted to be kept at Bay Harbor Club.
- I. Boat trailers, loaded or unloaded, may park in the guest parking lot overnight for no more than twelve (12) hours with prior permission from the Association manager.

9. SAFETY

- A. No person shall engage in any activity or keep anything in a condominium unit, storage area or common area which would in the reasonable opinion of the Association manager be a fire hazard, health hazard or in any other way put any person or property at undue risk.
- B. Barbecuing outdoors is limited to the use of Bay Harbor's two gas grills.
- C. Occupants shall not allow anything to fall or be thrown from windows, lanais, or roofs.
- D. Unsupervised access to the roof by any person is not permitted with the exception of authorized maintenance workers and air conditioner repair persons.
- E. Owners of unoccupied units are required to have their units regularly inspected. All owners, tenants, and guests must shut off water heaters and master water valves before departing for any period of time exceeding 24 hours. When departing for any longer period of time, air conditioners shall be set at a mold preventing temperature.
- F. When washing machine hoses need replacement, they shall be replaced with flexible metal hoses.
- G. Any water heater older than 10 years must be replaced forthwith without need for inspection or notification from the Association. Any water leak arising out of failure to replace such water heater, or any water heater which the owner or his agent knew or should have known to be defective, in accordance with this section shall be considered negligent conduct by an owner.

10. SOLICITATION

There shall be no solicitation by any person anywhere in the buildings or common areas for any cause whatsoever unless invited by the unit owner in question to be so solicited or as may be specifically authorized by the Board of Directors.

11. ACCESS

- A. The Association will retain a passkey to each unit. No unit owner shall alter any lock or install a new lock on any door without the written consent of the Board. In the event such consent is given, the lock must be keyed to the Association master key for the use of the Association pursuant to its statutory right to access to the unit.
- B. Bay Harbor owners, tenants and guests may use the deeded beach access located on the north property

line of the Ambassador.

- C. All exterior doors are to be kept locked at all times. Doors are not to be propped open unless the propped open door is in full view of the person responsible for propping it open.

12. BICYCLES/ MOTORCYCLES/ SKATEBOARDS/SKATES/ ROLLER BLADES/ETC.

- A. Owners' bicycles that are registered with the Association may be kept in a bicycle storage room subject to available space. Only owners' bicycles may be stored in a bicycle storage room, and only bicycles stored in a bicycle storage room need be registered. The registration term and fee will be established by the Directors. Bicycle registrations and storage room privileges are not transferrable. Bicycles that do not have a current registration may be relocated by the Association to the owner's unit. Abandoned bicycles may be removed and disposed of by the Association.
- B. Bicycles may be kept in a bike rack on the east side of the buildings, but may not be kept there when the bicycle owner is not in residence. Bicycles may be stored in units. Bicycles may not be kept in lobbies, elevators, lanais, or any Association common or limited-common space other than designated bicycle storage locations.
- C. Motorcycles, motor scooters, or motor bicycles are not to be operated or parked on the premises.
- D. Skateboards, skates, hover boards, non-commercial drones, and roller blades may not be used on the premises of Bay Harbor Club.

13. SWIMMING POOLS / SPAS / TENNIS COURTS / SHUFFLEBOARD COURTS

- A. Owners, guests, and tenants, using the swimming pool, spas, tennis and pickle ball courts, and shuffleboard courts do so at their own risk.
- B. Pool / Spa Rules:
 - a. Owners, occupants and guests utilizing the pool and pool area must at all times wear attire appropriate for a family friendly community pool. All persons that require a diaper must wear waterproof swimmer diapers and proper swimwear.
 - b. Pool and spa rules are posted in the pool area and must be followed at all times.
 - c. The pool and spas open at 9 a.m. and close at dusk.
 - d. Children age 12 and under must have adult supervision at all times.
 - e. Pets are not permitted in the pool and spa area.
 - f. Glass articles are not permitted in the pool and spa area.
 - g. Food, beverages, glass containers, and animals are prohibited in the pool or spas.
 - h. Beach balls, rafts and floats are not permitted in the pool or spas.
 - i. Footwear and cover-ups must be worn while in elevators and lobbies. Swimmers should dry off adequately before entering lobbies and elevators so water does not drip on the lobby or elevator floors
- C. Tennis / Pickle ball Court Rules:
 - a. Court hours are 9 a.m. to dusk.
 - b. Tennis shoes must be worn on the tennis court.
 - c. Food and glass articles are not allowed in the court area.
 - d. Children age 8 and under must be accompanied by adult supervision.
 - e. Pets are not permitted in the court area.
 - f. Volleyball, basketball and soccer balls are not permitted in the court area.
 - g. Roller skating, skateboarding, and rollerblading are not permitted in the court area.

14. PETS

- A. Unit owners may have only one dog or one cat weighing no more than fifteen (15) pounds. Any such pet must be approved by the Board. The owner shall provide up to date evidence of ownership to the Association manager. No other pets shall be brought on the premises of or kept at Bay Harbor Club.
- B. The dog or cat must be on a leash at all times when outside the confines of their owner's unit. Waste must be picked up and disposed of by the owner. Kitty litter must be carried to the trash room. Trash

chutes may not be used to dispose of any such waste or litter.

- C. If in the sole judgment of the Board it is determined that a pet is causing excessive disturbance, annoyance, or danger, to other occupants, on written notice to the unit owner, the owner must immediately remove the pet permanently from any Bay Harbor Club premises.
- D. Tenants or guests are not permitted to bring pets onto any Bay Harbor Club premises.
- E. Pets are not allowed in the clubhouse or pool area.

15. FACILITIES / GENERAL

- A. The facilities of the condominium are for the exclusive use of owners, tenants, and any of their respective guests accompanied by an owner or tenant. No guest or relative of an owner or tenant may use the facilities unless they are occupying a unit or accompanied by an owner or tenant.
- B. Owners and their realtors are not allowed to conduct “open houses” for the purpose of selling units.
- C. Owners and Occupants are responsible for leaving common areas used by themselves or their guests in clean condition.
- D. Smoking is not allowed in any of the Bay Harbor Club hallways, lobbies, stairways, elevators, club house including wash rooms, pool or pool deck, grilling areas, tennis and pickle ball courts, shuffleboard courts, or storage, garbage or equipment rooms.
- E. Hose washing of lanais or screens is only permitted when it is raining.

16. DESTRUCTION OF PROPERTY

Owners will be responsible for destruction, damage, or defacement of buildings, facilities, and equipment caused through their own negligent or willful act(s) or those of their tenants, guests, or contractors. Owners will be responsible for re-imbusement to the Association and affected owners, tenants and guests for all damages caused by such negligent conduct or willful misconduct.

17. EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

- A. No owner, tenant or other occupant of a condominium unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony or any exterior surface without the prior written approval of the Board.
- B. No occupant may attach any sunscreen, blind, hurricane shutter, fan, light, or awning on their balcony without the prior written approval of the Board.
- C. No occupant may display exterior lights, signs, decorative art, or symbols on their balcony or the walls of their balcony. Holiday lights and decorations may only be displayed within the holiday’s time period.
- D. Occupants are not to erect, construct or maintain any wire devices, antennas or other equipment or structures on the exterior of the buildings or on, or in, any of the common elements, except with the prior written approval of the Board.
- E. Hanging laundry garments or any other unsightly objects on the balcony is prohibited.
- F. Prior to installation of glass, and/or tile, all owners must file an “Application for Approval to Install Glass and/or Tile” and receive written Board approval.
- G. Prior to installation of hurricane shutters or sun shades, all owners must file an “Application for Approval to Install Hurricane Shutters”, and receive written Board approval.

18. INTERIORS

No occupants may make any structural additions or alterations (except the erection or removal of non-support bearing interior partitions wholly within the unit) to any unit or to the common elements, nor any of the foregoing without prior written approval of the Board.

19. OBSTRUCTIONS

- A. Sidewalks, driveways, entries, and other common areas of travel must not be obstructed in any manner and must be kept free of any material which would be unsightly or hazardous.
- B. For fire and other safety reasons, elevator landings must be free and clear of any obstruction. Unit owners may place a floor mat in front of their unit door, and box for shoes not to exceed 18 inches wide, by 24 inches long, by 24 inches high beside the unit door on the side opposite the elevators.

20. DOCKS, BOATS AND BOAT LIFTS

- A. Generally. Bay Harbor Club of Bonita Beach Condominium Association, Inc. (“Association”) is the lessee of a 50-slip docking facility under a Sovereignty Submerged Lands Lease dated September 9, 2002 recorded in Official Records Book 1696, Pages 227 through 322 of the Public Records of Lee County, Florida from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“State”). Under the Submerged Lands Lease, the Association is permitted to assign to its members the privilege to use such docks. The Association and its members who are assigned use privileges (“Dock Users”) must strictly comply with all terms and conditions of the Submerged Lands Lease. Subsection B below sets forth the use rules which must be complied with by all Dock Users.

Paragraph 2 of the Submerged Lands Lease and Section 18-21.011 of the Florida Administrative Code require that certain lease fees be paid the State for the operation and use of the docking facility. Under these provisions, the Association is liable to the State for lease fees in situations where a unit owner is receiving revenue, directly or indirectly, from the rental or sale of his use right to a dock. The State is entitled to 6% of the gross income derived from any “sub-agreement” [an agreement between the Association and the Dock User] for the use of a dock. Therefore, it is necessary for the Association to monitor certain activities of the Dock Users which may have an impact on the amount of lease fees paid to the State and to collect from the Dock Users their portion of such fees. These activities may include any revenues received by the Dock User for the use of the dock, any rental income from the leasing of the Dock Users condominium unit which may be attributable to the use of the docks and any sales revenue from the sale of the Dock Users condominium unit which may be attributable to the use of the dock. Subsection D below sets forth the rules for notification to the Association pertaining to certain matters which may impact the lease fees and the obligation of the Dock Users to pay their pro rata share of the lease fee. There are generally 2 types of transactions that generate a lease fee: (i) the sale or rental of a condominium unit that has the use of a dock (even if that use right is not sold or rented); and (ii) the direct sale or rental of a Dock User’s interest in a dock.

- B. Dock and Boat Use.

- (1) Privileged Use. The use of boats and docks shall be privileged and shall be in strict accordance with the terms and conditions of the Submerged Lands Lease, Temporary Use Agreement, Consent Order and Corrective Actions, Assignment of Allocation of Dock Privilege, these Rules, and all other terms and conditions which may be imposed by the Association or State, whether by contract, statute, rule, or otherwise (collectively referred to herein as the “Dock Use Agreements”).
- (2) Length Limitation. All vessels must be contained within the submerged lands lease area that extends 30 feet water ward from the seawall. This requirement applies to all vessels moored in the water, on lifts and on floating platforms and includes all extensions of the vessel such as, but not limited to, bow pulpits, dive platforms, nets, trawl doors, outboard motors, outdrives and dinghies. It is the Dock User’s responsibility to insure that any boat moored in his assigned slip does not exceed the 30 foot restriction.

- (3) Proper Use. The docks shall be used only for the purposes for which they were intended and in accordance with the Dock Use Agreements. The docks shall not be used in a manner which creates a hardship or nuisance for the Association or other unit owners.
- (4) Proper Mooring. It shall be the responsibility of the Dock Users to assure that their vessels are properly moored at all times, especially in the event of a storm.
- (5) Storage of Boats. No boat shall be allowed to remain moored at any dock if the boat's owner or any guest, tenant or invitee of the boat's owner is not in residence for a period of 60 consecutive days without the written consent of the Board.
- (6) Derelict Boats. Any boat declared derelict by a vote of the board must immediately be removed from the dock. In the event the boat is not removed within 30 days, the board will arrange for the removal and storage of the boat at the dock owners expense.

C. Boat Lifts.

- (1) Approval of Board or Committee. No boat lift shall be installed, altered, or used without the prior written approval of the Board of Directors or a committee to which the Board has delegated such authority (Committee). Consent of the Board or Committee may be withheld for any reason it, in its sole and reasonable discretion, deems appropriate, including reasons based upon purely aesthetic grounds.
- (2) General Style and Quality. Only a (a) low level mechanical lift, or (b) drive-on lift, which is a float rather than a mechanical lift, of a style and quality determined from time to time by the Board, shall be approved.
- (3) Procedures and Specifications. A request for the installation, alteration or removal of a boat lift must be submitted in writing by the Dock User to the Board or Committee prior to any work being performed. Within 30 days of receipt of such request, together with a complete set of all plans and specifications, the Board or Committee shall respond in writing indicating approval, disapproval, or modification of the request. The Association may charge a reasonable fee for the review of a boat lift application and recordation of a boat lift contract.
- (4) Contract. The Board may require the owner to sign a contract for the installation, alteration, use, and removal of the boat lift. Such contract may include, without limitation, guidelines for the following: type; appearance; quality; reliability; visual impact; method of annexation to dock; maintenance; security; and indemnification and insurance. This contract may be recorded in the Public Records of Lee County, Florida.
- (5) Storage of Boats. No boat shall be allowed to remain on a lift at any dock if the boat's owner or any guest, tenant or invitee of the boat's owner is not in residence for a period of 365 consecutive days without the written consent of the Board.

D. Dock User Statement; Lease Fee Payments.

- (1) Dock User Statement. In order for the Association to comply with the State's requirements for the payment of lease fees for the use and operation of the dock facilities, it is necessary for the Dock Users to report to the Association from time to time any revenues received from the docks, either directly from the rental or transfer of the docks or indirectly from additional revenues received through the

sale or rental of the Dock Users unit as a result of the existence of the dock privileges. For this purpose, the Association will send to the Dock User a Dock User Statement annually and when a condominium unit or dock privilege is conveyed. The Dock Users shall promptly complete and sign the Statement and return it to the Association manager, along with a check for the amount of lease fees and administrative fees, if any. Payment is due within fifteen (15) days from the mailing of the Statement.

- (2) Lease Fee. If it is determined by the Association or the State that additional lease fees are due as a result of any rental or sales revenue generated by the Dock User in the leasing or sale of his or her dock privileges or condominium unit to which a dock is assigned, the Association shall submit a letter of explanation of such fee and a statement for the payment of the fee. The fee shall be paid in full within fifteen days from the mailing of the statement.
- (3) Administrative Fee. The Association will charge a Dock User 2% of the revenue annually reported to the State as an administrative fee for the compilation, reporting, collecting, and disbursement of any lease fee payment to the State. The fee shall be paid in full within fifteen (15) days from the mailing of the statement.
- (4) Fees Treated as Assessments. The lease fee, administrative fee and any other fees or charges to Dock Users by the Association shall be considered assessments pursuant to Paragraph 24 of the Declaration of Condominium of Bay Harbor Club.

E. Transfer and Assignment of Dock Privileges.

- (1) Roster of Dock Users. The Association shall maintain a current roster of Dock Users. Such roster shall be a part of the Official Records of the Association.
- (2) Transfer and Assignment of Dock Privileges. Dock privileges may not be transferred by a Dock User without the prior written consent of the Association. Before any Dock User shall transfer and assign his or her interest in a dock to another member of the Association, both the current and new Dock Users shall sign an Assignment of Allocation of Dock Privilege, in such form and content as shall be determined from time to time by the Association, and submit such document to the Association's Board of Directors for consent. An Assignment of Allocation of Dock Privilege form can be obtained from the Association manager. No transfer and assignment of dock privileges shall be effective until consented to by the Board and all pre-conditions to assignment, if any, imposed by the Board have been satisfied.
- (3) Transfer Fee. The Association may charge the Dock User a reasonable transfer fee, in an amount determined from time to time by the Association's Board of Directors, for the processing and legal fees of the transfer and assignment of dock privileges.

F. Enforcement Rights and Remedies.

- (1) Suspension of Privileges. If any action required by the Association or payments made to or on behalf of the Association under these Rules or the other Dock User Agreements has not been taken or made within such time as the Association may reasonably require, the Association may, after written notice to the Dock User, temporarily suspend, indefinitely suspend, or revoke the Dock User's privilege to use the dock and demand that the Dock User's vessel and all fixtures and equipment be removed. In the event such property is not removed in the period reasonably required, the Association, with further notice to the Dock User, may remove such items and notify the Dock User that such action has been taken.

(2) Liability for Fines, etc. If the Association is fined or otherwise charged by the Florida Department of Environmental Protection or any other state, federal or local governmental agency, due to a violation of the Dock User Agreements and such violation was caused by a Dock User without the consent or acquiescence of the Association, such Dock Owner will be liable to the Association for the amount of the fine plus all interest, costs, and attorney's fees associated therewith.

(3) Additional Rights Available. This right of enforcement shall be in addition to and not in lieu of any other rights and remedies of the Association.

G. Compliance with Dock User Agreements. Each Dock User will be provided a copy of the Dock User Agreements. It is the Dock User's responsibility to read the documents and comply with the requirements. The Dock User will sign and deliver an acknowledgment form indicating his understanding and willingness to comply with the requirements of the documents.

21. KAYAK LAUNCH AND STORAGE

A. Generally. This Section describes the terms and conditions under which owners, tenants and guests (1) may use kayaks, paddleboards and similar unmotorized watercraft (collectively, "Kayaks") at and from the Association's Kayak launch facility at Boat Slip #48 (the "Kayak Launch Facility"), and/or (2) may store one or more Kayaks upon the Association's kayak storage rack(s) situated at the North side of the property near the Kayak Launch Facility (the "Kayak Storage Rack").

B. Kayak Launch Facility. The Association is making available on a first come, first served basis use of the Kayak Launch Facility, which allows for ingress and egress of Kayaks, to owners, family members and guests staying with the owner (or a renter from an owner whose lease has been provided to the Association), with permission from the owner, who abide by the requirements contained in the Rules and Regulations (including this Section and any other applicable provision of the condominium documents), without charge. Use of the Kayak Launch Facility is subject to the following terms and conditions:

a. Owners and other users of the Kayak Launch Facility do so at their own risk and, as a condition of the use of the Kayak Launch Facility, agree to indemnify and hold harmless the Association, the Association's officers, directors, managers, and employees, and any third-party management company for the Association (collectively, the "Releasees"), from any loss or damage accruing to any owner, renter or guest using any Kayak at the Kayak Launch Facility or property appurtenant thereto, or to the Association, or to any other person who may suffer as a result of use of the Kayak Launch Facility by any owner, renter or guest.

b. Owners and other users of the Kayak Launch Facility acknowledge that the Association is not providing any watercraft for personal use and that the Kayak Launch Facility is an amenity whereby the Association's sole responsibility is to maintain the Kayak Launch Facility and the Association does not provide any security or guarantee of security for any property used at the Kayak Launch Facility, does not provide any training or make any representation concerning use of the Kayak Launch Facility. Users of the Kayak Launch Facility who observe that the Kayak Launch Facility is broken or not operating properly shall promptly notify the Association.

c. The security of the Kayak and any personal property is the sole responsibility of the owner, tenant and guest.

d. Kayaks used at the Kayak Launch Facility shall not exceed fourteen (14) feet in length or sixteen (16) inches in height and shall be non-motorized watercraft.

e. Kayaks, oars and paddles shall not be left unattended at the Kayak Launch Facility for more than 5 minutes. Users of the Kayak Launch Facility shall clean-up after use and shall not leave personal items or debris on or near the Kayak Launch Facility.

f. Users of the Kayak Launch Facility shall respect the privacy of owners and renters by refraining from

yelling or speaking loudly.

- g. Persons returning to Bay Harbor Club desiring to use the Kayak Launch Facility to disembark shall have priority over persons seeking to enter the water.
- C. Kayak Storage Rack. The Association is making available on a first come, first served basis access to the Kayak Storage Rack, to owners who (i) abide by the requirements contained in the Rules and Regulations (including this Section and any other applicable provision of the condominium documents), (ii) complete and submit to the Association's designee a signed License, Waiver and Release of Liability Agreement for Kayak Storage (a "Storage Agreement") in form approved by the Board from time to time, and (iii) pay in advance the applicable Kayak storage fee determined by the Board from time to time. Storage will be allocated based on space availability and the size of the Kayak(s) to be stored by the owner. The Association's designee shall maintain a waiting list of owners who desire to use the Kayak Storage Rack but have not been permitted to do so due to the use by others taking all the spaces. In addition to the other provisions of this Section (see terms and conditions in Section B. above) and of the Storage Agreement, use of the Kayak Storage Rack is subject to the following additional terms and conditions:
- a. In general, to facilitate administration, Storage Agreements will have a common end date on July 1, not to exceed one year. The Association or its designee will advise the owner listed in the Storage Agreement (the "Licensee") that the right to use the Kayak Storage Rack has been granted, the number of permitted Kayaks, the agreement period and the applicable storage fee. If permitted, no more than two (2) Kayaks may be stored on the Kayak Storage Rack per condominium unit. There shall be a fee for each Kayak stored. Kayaks and other equipment covered by the Storage Agreement shall be tagged as required by the Association. No equipment other than Kayaks (and oars or paddles, for those storing a shell) may be stored at the Storage Rack.
 - b. Each Kayak, oars and paddles stored must be secured by a suitable locking device provided by the Licensee. The Licensee is solely responsible for securing the Kayak, oars and paddles against theft or vandalism or inclement weather, and for maintaining and storing the Kayak, oars or paddles in a safe and secure manner so as not to cause damage (or to prevent access by others) to the Kayak Storage Rack or other property stored on the Storage Rack, including Kayaks owned by others.
 - c. Users of the Kayak Storage Rack shall respect the privacy of owners and renters by refraining from yelling or speaking loudly.
 - d. Users of the Kayak Storage Rack who observe that the Kayak Storage Rack is broken or not operating properly shall promptly notify the Association.
 - e. The Licensee is responsible for any damage caused by his/her Kayak, oars or paddles. The Licensee shall remove all oars and paddles from the Storage Rack during hurricane season. The Association is not responsible for damage to any stored Kayak or other permitted equipment in the case of hurricane, inclement weather or other act of God.
 - f. The Association or its designee shall give at least seven (7) days' notice to any Licensee if it believes that such Licensee or such Licensee's Kayak or other equipment is not in compliance with the provisions of the Association's Rules and Regulations or the Licensee's Storage Agreement. The Association reserves the right to remove any property from the Kayak Storage Rack which (1) constitutes a hazard, risk to safety or considered by the Association to be a nuisance or (2) poses a threat to the safety or security of any persons or property, or (3) after notice, is otherwise not in compliance.
 - g. The Licensee agrees to remove his or her Kayak, oars and paddles from the Kayak Storage Facility at the end of the agreement period or if otherwise required by the Association, to make space for the storage of Kayaks by others. If the Kayak has not been used during the agreement period, the Association reserves the right not to renew the Storage Agreement at the end of the agreement period. If the Kayak and any other stored equipment has not been removed within fourteen (14) days after the end of the agreement period (including an earlier date specified by the Association), the equipment will be sold or

disposed of for the account of the Association, with the balance of sums received (after any unpaid storage fees and selling expenses), and the owner is responsible for any deficit.

- h. The fee for storage of each Kayak shall be set by resolution of the Board from time to time. However, the storage fee shall not be prorated if a license is issued for less than a full 1-year agreement period (or is terminated early). Fees paid shall not be refunded or returned.
 - i. The license provided by the Storage Agreement is not transferable or assignable, but any registered Kayak under a valid Storage Agreement may, by permission of the owner, be used by the owner's family members or guests residing in the owner's unit, or by a registered renter (during the term of the rental) who has the owner's permission. The Licensee is responsible for the use of the Storage Rack by any such family member, renter or guest.
- D. Fining. Failure to abide by any of the provisions of this Section relating to Kayak use or storage may subject the owner, family member, renter or guest to a fine assessed by the Association. Owners will be liable for fines relating to the acts or omissions of family members, renters and guests.