

**Bay Harbor Club of Bonita Beach
Condominium Association, Inc.**

Rules and Regulations

February 17, 2025

INTRODUCTION

Welcome to Bay Harbor Club (“BHC”), a vibrant community where residents come together to enjoy the comforts of condominium living with their neighbors. To maintain a harmonious community, it’s essential to establish clear guidelines designed to ensure the wellbeing and enjoyment of every individual within our community. These guidelines apply equally to owners, lessees, guests and visitors.

As a member of the Bay Harbor Club community, you agree to abide by the following Rules and Regulations (collectively, the “Rules and Regulations”). It is essential for all members and lessees to be familiar with these Rules and Regulations and contribute to the collective effort of fostering a respectful and cooperative environment. Should you have any questions or concerns regarding the Rules and Regulations, please do not hesitate to reach out to the Management Company for clarification. Thank you for your cooperation and commitment to making Bay Harbor Club a wonderful place to call home.

AUTHORITY

The By-Laws of Bay Harbor Club of Bonita Beach Condominium Association, Inc. (the “Association”) and Section 10 of the Declaration of Condominium of Bay Harbor Club, A Condominium (the “Declaration”) authorize the Board of Directors 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 and amended as necessary to better serve the membership.

DEFINITIONS

1. Board of Directors or Board – Members of the Board of Directors of the Association are elected from within the Bay Harbor Club community and serve in a voluntary capacity with the powers and duties specified in Declaration and the Association’s Bylaws.
2. Owner – Any person or legal entity that holds title to the unit.
3. Lessee – Individual(s) at Bay Harbor Club with a formal lease approved by the Board that will stay overnight in a unit.
4. Guest – Trusted family (whether or not a “family member”) or friend of a unit owner or lessee that may stay overnight at Bay Harbor Club.
5. Occupant – Anyone (i.e., owner, family member, lessee, guest) that will stay overnight in the unit, including children and infants.
6. Visitor – Individual(s) at Bay Harbor Club to visit an owner, lessee or guest who do not stay overnight at Bay

Harbor Club.

7. Family member – (a) Parents, grandparents and their spouses of the unit owner and their spouse, and (b) Children, grandchildren, and their spouses of the unit owner and their spouse.
8. Common Areas – Portions of the condominium property outside of individual units that are accessible by all owners, lessees, guests and visitors. These include, but are not limited to, Lobby, Clubhouse, Floor Landings, Trash Rooms, Stairwells, Bicycle Room, Docks and all outdoor areas.
9. Contractor – Anyone hired by the Board or a unit owner to perform construction or repair work on the BHC premises, including an individual unit.
10. Dusk – One-half (½) hour after sunset.
11. Floor Landings – Areas on Floors 1 through 12 and Penthouse that are accessible without entering an individual unit.
12. Management Company – Company hired by the Board to manage Bay Harbor Club. Contact information can be found on the Bay Harbor Club Website (www.bayharborclub.info).
13. Onsite Maintenance Manager – Person hired by the Board to maintain the building, schedule maintenance technicians, and contact other maintenance professionals as needed.
14. Wet deck area – the 4-foot-wide unobstructed pool deck area around the outside of the pool and spas, including the coping.

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.

The Rules and Regulations may be enforced by the levy of fines against the owner of any units, up to the maximum amount authorized by Florida law, for violation of the Rules and Regulations or provisions of the Declaration.

RULES

1. OCCUPANCY REGISTRATION

For security reasons, owners, family members, lessees and guests are required to report occupancy in the manner required by the Board or the Management Company. This includes notification to the Management Company and the Onsite Maintenance Manager of individuals needing assistance exiting the building in case of emergency.

2. OCCUPANCY RESTRICTIONS

- 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, lessee or other occupant of a condominium unit shall use the unit for other than single family residence purposes (multi-family occupancy is prohibited except for short-term (i.e., not more than seven (7) days) non-family member guests).
- 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.

3. OWNERSHIP / LEASING / RENTING / GUESTS

- A. Ownership of BHC condominium units is limited to two (2) units by any one person, spouse, trust or entity as provided in the Declaration.*
- B. The Board has the right to approve all unit sales and transfers in accordance with the Declaration and these Rules.*
- C. Applications for approval of a sale / purchase / transfer must be provided to the Management Company no less than thirty (30) days prior to the proposed closing date, or such lesser period as the Board may allow in a particular case for good cause shown by the Owner.
- D. The Board has the right to approve (or deny) all unit leases (rentals) in accordance with the Declaration and these Rules.* Additionally, any and all subsequent periods involving the same lessees must be approved by the Board.
- E. Applications for approval of all leases (rentals) must be provided to the Management Company no less than thirty (30) days prior to the proposed occupancy date, or such lesser period as the Board may allow in a particular case for good cause shown by the Owner.
- F. Lease agreements shall be in writing, a copy of which shall be provided to the Association, and shall provide for a term that is not less than either one full month or 30 consecutive days, nor more than twelve (12) months or 365/366 consecutive days. Owners are limited to six (6) leases per calendar year.* Each lease shall include an Addendum in the form promulgated by the Board or substantially similar verbiage protecting the Association.* Units may not be sublet.
- G. The Management Company or the Board's designee will review each application in accordance with the denial criteria included in the Declaration, including conducting a background check on the proposed purchaser / transferee / lessee.
- H. Use of a unit by a family member with the approval of the unit owner shall not be deemed a lease; however, (a) such family members are subject to the same restrictions as lessees, and (b) there shall be at least one family member over the age of eighteen (18) in residence if the owner is not present.
- I. Owners / Lessees shall submit a Guest Notification to the Management Company (in the form approved by the Board) at least three (3) days prior to occupancy by the guest.
- J. 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 lessees and guests. Lessees shall acknowledge receipt, review and compliance with the Rules and Regulations in the Board Lessee Occupancy Form.
- K. Owners and registered lessees may have guests and visitors. Except as provided in Section 4 (Owner Not In Residence), owners must be present when their guests and/or visitors are present. The registered lessee must be in residence throughout any occupancy by their guest or visitation by visitors. Registered guests may have visitors (but not guests) but the registered guest must be in residence throughout any visitation by their visitor. Visitors may not invite other visitors.
- L. Unit owners are responsible for fines and penalties incurred by the action(s) of their family members, lessees, guests, visitors, occupants or other persons in their unit or on the condominium property.
- M. Lessees, guests and visitors may not have pets.

4. GUESTS WHEN OWNER NOT IN RESIDENCE

- A. Overnight guests and family members when owner is not in residence: Owners shall notify the Management Company in advance in writing of the arrival of family members and guests. Guest / family member information must include: Name(s) of guest(s) / family member(s), relation to owner, ages of

* This provision is derived from a parallel provision included in the Declaration.

children (if any), expected date of arrival and expected date of departure, and contact information.

- B. Owners shall submit all guest-when-owner-is-not-in-residence occupancy notices at least three (3) days prior to occupancy by the family member or guest.

5. CHILDREN

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

6. SANITATION / TRASH ROOM

- A. Occupants and visitors will not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, 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 when the chute is used. Glass containers and liquids, recyclable materials and large items must not be sent down the chute but must be brought to the trash room. Newspapers, cardboard, glass, plastic, and aluminum cans may be brought to the trash room for recycling. Cardboard boxes must be broken down before placing into the recycle bins.
- C. No hazardous waste or major appliances may be disposed of in Association trash dumpsters or trash rooms. Occupants must take hazardous waste to designated local sites. For major appliances or furniture, occupants must arrange with the Onsite Maintenance Manager for a special garbage pick-up at Bay Harbor Club at the owner's expense.
- D. The BHC trash room is for the use of owners, lessees and guests. Contractor debris shall not be deposited into BHC trash dumpsters, or left in the trash rooms or other common areas.

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. Persons (including children) using the pool, spas and surrounding pool areas, and the sundeck, should be respectful of others by (1) refraining from taking / making telephone calls or using loud music, and (2) reducing loud conversations or "screaming" to a minimum.
- 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. Any work by owners or contractors that creates noise beyond the unit can only be done from 8:00 a.m. to 5:00 p.m. Contractors are prohibited from working in units (except for emergency or other classes of repairs pre-approved by the Board, or as otherwise approved by the Board) on Sundays, or from December 15 through April 15.
- D. 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, lessees, 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 in the unit clearly visible on the kitchen counter or entry table and with a note stating the vehicle's location should it be necessary to move the vehicle in the owner's absence. It is the owner's responsibility to have the vehicle moved by the owner, owner's home watch or other designated person in the event of hurricane or other bad weather. The Association will not enter units or move owner vehicles in the event of a pending wind or flood event.
- F. Lessees and guests may not leave vehicles on Bay Harbor Club premises outside of the registered time period of the lessee or guest.
- G. No vehicle other than commercial vehicles temporarily on business, shall display any signage or open or load tools or equipment of a commercial nature, or any unsightly objects.
- H. Trailers are not permitted to park at Bay Harbor Club for more than four hours except with prior permission from the Onsite Maintenance Manager. Recreational vehicles (excluding Class B recreational vehicles) are not permitted to park at Bay Harbor Club overnight, and no persons may sleep or stay overnight in any recreational vehicle parked on Bay Harbor Club property. 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 contractor / guest parking lot overnight or for no more than twenty-four (24) hours with prior permission from the Onsite Maintenance 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 Management Company or Onsite Maintenance 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 designated gas grills and grilling areas. After each use, users should turn off grill knobs, turn off the rear gas valve, clean grills and spills, put cleaning brushes inside the grill base doors and switch off the grill light. Gas and electric grills and griddles may not be used in or on unit lanais. No gas-powered grills, griddles or other appliances may be used in individual units.
- 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 shall engage a "home watch" representative, whose contact information shall be provided to the Management Company. Owners of unoccupied units are required to have their units regularly inspected (i.e., twice monthly). All owners, lessees, 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, hurricane shutters (if any) shall be down, sliders shall be closed and locked and air conditioners shall be set at a mold preventing temperature. Owners shall also comply with any and all other "end of season" or special event requirements adopted by the Board. The Association may enter units to inspect for noncompliance and owners are subject to fining; however, an owner should not rely on the Association to ensure compliance with these requirements.
- 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 the owner.

- H. Drip pans shall be installed and maintained under hot water heaters and air conditioning units. Air conditioning units shall be equipped with automatic shut-off sensors.

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. The Association's possession of a key shall not give rise to any duty on behalf of the Association to enter a unit for any reason. Unit owners should not assume that the Association is able or willing to enter a unit in the event of possible damage, threats or other concerns.
- B. Bay Harbor owners, lessees 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 / ELECTRIC VEHICLES / ETC.

- A. Owners' bicycles that are registered with the Association may be kept in a bicycle storage room subject to available space. Bicycle storage rooms are to be kept locked at all times. Bicycles permitted to be kept in the storage room must be hung and are not to be stored on the floor. 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 Board from time to time. Bicycle registrations and storage room privileges are not transferrable. Bicycles that do not have a current Association registration may be relocated by the Association to the owner's unit. Abandoned bicycles, including bicycles found in the storage room and not removed within 14 days past the expiration of the approved storage room registration, may be removed and disposed of by the Association. The Association is not responsible for bicycles in the storage rooms or otherwise on BHC property.
- B. Bicycles may be kept in a bike rack designed for up to six (6) bicycles provided by the Association, 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, electric and manual scooters, non-commercial drones, and roller blades may not be used on the premises of Bay Harbor Club, including on the tennis / pickleball courts.
- E. Electric vehicles. Charging of electric motor vehicles is not permitted on BHC premises except in conformity with such limitations and restrictions as the Board shall adopt, and in accordance with applicable law. A fee may be charged for use of the Association's electricity. Until further notice, electric vehicle charging shall be done at light post receptacles, not under the buildings.
- F. Electric bicycles (e-bikes). The storage or charging of e-bikes and e-bike batteries on BHC premises (including individual units) is not permitted.

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

- A. Owners, lessees, guests and visitors using the swimming pool, spas, tennis and pickleball courts, and shuffleboard courts do so at their own risk. Any user of the pool, spas or tennis and pickleball courts or shuffleboard courts must inspect, prior to use, the area for any potentially dangerous conditions or defects and shall report the same to the Onsite Maintenance Manager or Management Company immediately, and shall not use the affected facility unless and until the condition is remedied.
- B. Pool / Spa Rules:
 - 1. Owners, occupants, guests and visitors 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.
 - 2. Pool and spa rules are posted in the pool area and must be followed at all times.
 - 3. The pool and spas open at 9 a.m., and both close at dusk; however, only lap swimming is permitted from 8 a.m. to 9 a.m.
 - 4. Children aged 12 and under must have adult supervision at all times.
 - 5. Glass articles are not permitted in the pool and spa area.
 - 6. Food and beverages are prohibited in the pool and spas and on the wet deck area.
 - 7. Beach balls, rafts and floats (other than noodles and individual worn child-protective floating devices) are not permitted in the pool or spas.
 - 8. 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, lobby furniture or elevator floors.
 - 9. Owners, lessees, guests and visitors should not sit on pool, lobby or clubhouse furniture without a towel when using sunscreen.
- C. Tennis / Pickleball Court Rules:
 - 1. Court hours are 9 a.m. to dusk.
 - 2. Tennis or court shoes and shirts must be worn on the tennis / pickleball courts.
 - 3. Food and glass articles and personal chairs are not allowed in the court area.
 - 4. Children aged 12 and under must be accompanied by adult supervision.
 - 5. Volleyball, basketball and soccer balls are not permitted in the court area.
 - 6. There is a limit of one tennis or pickleball match when others are waiting to use the courts.
 - 7. All nets shall be returned to their original location after use and secured against the outside fence in advance of strong winds.
- D. Shuffleboard Courts
 - 1. Court hours are 9 a.m. to dusk.
 - 2. Equipment is to be returned to the outdoor storage closet after use.
 - 3. Children aged 12 and under must be accompanied by adult supervision.

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 in advance by the Board and must be properly licensed and vaccinated. The owner shall provide up to date evidence of ownership to the Management Company. 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, bagged and disposed of by the owner in the trash room. Kitty litter must be bagged and carried to the trash room. Trash chutes or lobby, clubhouse or bathroom trash bins 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 and other pets, on written notice to the unit owner, the owner must immediately remove the pet permanently from any Bay Harbor Club premises.

- D. Lessees, guests and visitors are not permitted to bring pets onto any Bay Harbor Club premises.
- E. Pets are not allowed in the clubhouse, the pool and spa areas or the tennis / pickleball courts.
- F. The Association will take steps to provide a reasonable accommodation to persons with a demonstrated need for an assistance or emotional support animal to the extent required by applicable federal and state law. Any such animal must be registered with the Management Company prior to being brought on Bay Harbor Club premises.

15. FACILITIES / GENERAL

- A. The facilities of the condominium are for the exclusive use of owners, lessees, and any of their respective guests accompanied by an owner or lessee. No guest or relative of an owner or lessee may use the facilities unless they are occupying a unit or accompanied by an owner or lessee.
- 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, clubhouse including washrooms, pool, pool deck or spa areas, sundeck, grilling areas, tennis and pickleball courts, shuffleboard courts, or storage, garbage or equipment rooms; provided, however, that occasional smoking is permitted on the sundeck after 6:30 p.m.
- E. Hose washing of lanais or screens is permitted only when it is raining. Soaps or detergents are not allowed.
- F. Owners may reserve the clubhouse for private use but must leave it in the condition it was found. The Board reserves the right to impose a fee for private owner events.
- G. Contractors are prohibited from working in units (except for emergency or other repairs or as otherwise approved by the Board) on Sundays, or from December 15 through April 15. Contractors performing services under an ARC shall undergo an orientation concerning working at Bay Harbor Club from the Management Company or the Onsite Maintenance Manager prior to undertaking work. Contractors must remove all debris from the jobsite, and Contractors may not use BHC trash receptacles or the trash rooms.

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 lessees, guests, visitors, occupants or contractors. Owners will be responsible for re-imbursement to the Association and affected owners, lessees 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, lessee 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 sunshades, all owners must file an “Application for Approval to Install Hurricane Shutters”, and receive written Board approval.
- H. All unit exterior openings (e.g., windows, sliding glass doors, etc.) shall be protected by hurricane shutters and/or impact resistant glass in accordance with the Declaration and specifications adopted by the Board.*
- I. At its option, the Board may cause there to be one or more inspections of any such installations to assure that the type and manner of installation is consistent with the 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, floor 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 Renewal dated as of September 15, 2022 recorded on January 15, 2025 in Official Records Book O, Instrument# 2025000013513, DocType AGR 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 lease 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 lease 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 boats, jet skis, kayaks and other vessels (“boats”) are properly moored and secured at all times, especially in the event of a hurricane or other bad weather.
- (5) Storage of Boats. Boats kept in docks should be monitored and maintained at all times by the Dock User, owner, guest, tenant, or designated boat watch. Boats moored in the water or on a lift at any dock must be physically inspected for proper mooring and physical and environmental safety every 30 days. No boat may remain in a slip at Bay Harbor Club without meeting the above requirements without 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 owner’s expense.
- (7) Responsibility. All boats stored at a Dock User’s boat slip / dock shall be the responsibility of such Dock User (and any lessee thereof). Dock Users shall be liable to the Association and other owners for any damage caused to any of the BHC docks, other property of the Association, and boats, lifts and other property owned by Dock Users by any such stored boats and other equipment, and any act or omission of such Dock User including failure to properly secure such boat and/or lift in the event of a hurricane or other bad weather. Dock Users are encouraged to move their boats / jet skis / kayaks to a secure facility off-site in the event of an impending hurricane or other bad weather.

C. Boat Lifts / Floats.

- (1) Approval of Board or Committee. No boat lift or float 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) 4-post mechanical electric vertical boat lift, or (b) drive-on lift (i.e., Jet Ski or Kayak Float / Dock), which is a float rather than a mechanical lift, of a style and quality approved from time to time by the Board, shall be installed.
- (3) Procedures and Specifications. A request for the installation, alteration or removal of a boat lift or float 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; means of electrical hook-up, maintenance; security; and indemnification and insurance. Such contract may be recorded in the Public Records of Lee County, Florida.
- (5) Responsibility. All boat lifts, floats and other equipment installed at a Dock User's boat slip / dock shall be the responsibility of such Dock User (and any lessee thereof). Dock Users shall be liable to the Association and other owners for any damage caused to the BHC docks, other property of the Association, and boats, lifts and other property owned by Dock Users by any such boat lift and other equipment, and any act or omission of such Dock User including failure to properly secure such lift in the event of a storm. It shall be the responsibility of Dock Users to assure that their boat lifts are properly secured at all times, especially in the event of a storm.

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 lease or transfer of the docks or indirectly from additional revenues received through the sale or lease 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 Management Company, 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 lease 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 Management Company or on the BHC website. 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.
- (4) Insurance. Dock Users (and a lessee, if applicable) with boats and/or lifts at BHC shall obtain insurance insuring the Dock User's obligations to the Association and other Dock Users under these Rules and Regulations and the Dock User Agreement, with the Association listed as an additional loss payee. Copies of the declaration page for each such insurance policy shall be provided to the Management Company when requested.

- 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, lessees 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:

1. 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.
 2. 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.
 3. The security of the Kayak and any personal property is the sole responsibility of the owner, lessee and guest.
 4. 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.
 5. 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.
 6. Users of the Kayak Launch Facility shall respect the privacy of owners and renters by refraining from yelling or speaking loudly.
 7. 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:
1. 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.

2. 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.
 3. Users of the Kayak Storage Rack shall respect the privacy of owners and renters by refraining from yelling or speaking loudly.
 4. Users of the Kayak Storage Rack who observe that the Kayak Storage Rack is broken or not operating properly shall promptly notify the Association.
 5. 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.
 6. 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.
 7. 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.
 8. 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.
 9. 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 lessee (during the term of the lease) who has the owner's permission. The Licensee is responsible for the use of the Storage Rack by any such family member, lessee 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, lessee or guest to a fine assessed by the Association. Owners will be liable for fines relating to the acts or omissions of family members, lessees, guests and visitors.