

DELASOL HOMEOWNER'S ASSOCIATION RULES AND REGULATIONS
As Approved by the Board of Directors on
July 9, 2020

INTRODUCTION

We live in a community in which we benefit from shared ownership of beautiful property and recreational facilities. Such ownership necessarily requires guidelines, rules and regulations that promote safe and considerate enjoyment of our community and facilities. The following rules and regulations governing the use of our facilities are intended to protect the health and safety of those who reside here as well as to comply with insurance requirements designed to protect the Association from exposure to liability. They are, as well, intended to preserve the use of the facilities for the enjoyment of all residents and their guests, and are based on common sense and courtesy towards others who use the facilities. These rules and regulations have been adopted pursuant to power granted to the Board of Directors by Section 10 of the Bylaws of the Association. These rules and regulations are subject to revision and amendment at any time. Moreover, the rules and regulations contained herein supplement, but do not supersede the *Declaration of Covenants, Restrictions, and Easements for Delasol*, the *Florida Statute 720*, the *Articles of Incorporation*, or the *Bylaws of the Delasol Homeowner Association*. These rules and regulations shall apply equally to owners, their families, guests, staff, invitees, and lessees.

I. AMENITIES CENTER RULES

All recreational facilities and common area on Association property will be used in such a manner as to respect the rights of others, and the Directors may create reasonable rules for the use, duration of use, hours of opening and closing, and for scheduling their use. Illegal or illicit practices are prohibited in the Community areas.

Residents of Delasol must accompany their guests at all times while they are using any recreational facilities and in the common areas.

Please keep in mind video cameras are in use in all amenity areas. Fob access to all areas are also recorded. This information will be used to identify individuals who are a nuisance, trespassing, misusing, and/or being destructive. Fines, special assessment for damage, denial of access to the facility, and criminal proceedings may result from such behavior.

Clubhouse Usage Rules

A. Clubhouse Parking

The regulations for extended/overnight parking at the **amenity center** for Delasol residents and their guests are as follows:

Advance written approval for overnight and/or extended parking must be obtained from a current board member or the property manager of the management company. The following information must be provided: name and address of property owner (and renter, if applicable) along with the license plate number and the expected duration of overnight/extended parking.

1. A maximum of 5 spaces are available for overnight or extended parking.
2. All vehicles approved for parking must be operable and have a current registration.
3. Any approval for overnight or extended parking shall not exceed 7 days.
4. No motorcycles, commercial vehicles, trailers, recreation vehicles, campers, boats, boat trailers, or personal vehicles with signs may be parked or stored at the club house.
5. Prior to parking an approved vehicle on an overnight or extended basis, the owner of the vehicle shall sign the Association's approved release form holding the Association Board and its management harmless from any loss or damage that may occur during the time the vehicle is stored or parked at the amenity center.

Any infractions will be the responsibility of the resident(s) and handled as a violation.

B. Pool: THERE IS NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK!

Per Florida State Regulations homeowners, tenants and their guests may use the clubhouse pool only during the hours occurring from dawn to dusk.

1. Children under 16 must be accompanied by an adult.
2. No children under the age of 6 are allowed in the spa.
3. No running or rough play.
4. Proper swimming attire required at all times.
5. No diapers in pool or spa. NO EXCEPTIONS.
6. All guests must be accompanied by resident.
7. No diving.
8. No glass or breakable items allowed on pool deck.
9. No food or beverages in pool or on pool deck.
10. Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use SPA pool without consulting a doctor.
11. No pets. Service animals allowed with registration.
12. No smoking or gum on the pool deck or in the pool/spa.
13. Use earphones for all radios, stereo, or other electronic equipment while in the pool area.
14. No bicycles, scooters, in-line skates, skateboards or any other motorized toys are permitted on the pool deck.
15. Use of pool is prohibited during servicing and cleaning.
16. No open wounds, casts, or infectious conditions allowed in the pool or spa.
17. Number of people in spa and pool is per the permit.
18. Place all trash in the containers provided.
19. Fold down umbrellas and replace furniture in original setting when leaving.
20. Pool cannot be reserved.
21. Do not prop open either pool gate.
22. Access to the pool area is only by key fob. No jumping over the fence or gate.
Access to the swimming pool area by unauthorized persons is trespassing.

C. Social Room/Club House:

The Club House is available for meetings and group functions, such as craft classes, book club, bridge playing, Committee Meetings, or Association social gatherings, private parties, etc. Such functions, and any other use of the Club House, must be scheduled in advance through the Management Company and is subject to the rules stated. The Clubhouse is available to eligible homeowners (21 years or older) for private parties or functions on authorized days or evenings, provided that it does not interfere with the normal operation of the Clubhouse or with the services regularly available to all homeowners. To be eligible for reservation and use of the Clubhouse, a homeowner must be current in the payment of all assessments and charges owed to the Association. All applicants and guests understand that use of this facility is at their own risk. Hours of operation are 6 am to 11pm.

1. The Club House is available for private parties by owners or renters (with a valid and approved lease) for personal or social reasons, provided that they do not conflict with other scheduled functions and/or meetings. The club house can be reserved for no longer than a 6-hour block of time.
2. All requests for use of the Club House must be made through the Manager and approved 5 days in advance. Use of the Club House will be granted on a first-to-request basis. Party announcements cannot be posted on Club House doors or walls.
3. The Applicant reserving the Clubhouse must be in attendance at all times during the event. The applicant assumes all liability in the event of any injury and/or damage.
4. Tape, tacks, thumb tacks, nails, pins, suction cups, etc. cannot be used to mount decorations. The plaster walls and glass doors of the Club House shall not be decorated at any time.
5. The key to the building must be signed for and returned to the guard house by the applicant. If the key is lost, there will be a charge of \$100.00. Key must be returned to the guard house immediately after the party is over.
6. Evening parties must be over by 11:00 pm and by that time, all clean-up must be completed, the lights turned off, and the building locked up. Quiet must be observed in the outdoor area after 10:00pm.
7. Do not overload circuits by using 3-way plugs that will allow the plugging in of (for example) 2 coffee pots and a toaster in one socket
8. Smoking is NOT permitted in the Club House.
9. Use of the party room (Club House) does not include exclusive use of the pool or surrounding patio area.
10. No pets (except for registered service animals) allowed in the club house.
11. All vehicles must be properly parked in lots provided. Improperly parked vehicles may be towed at the owner's expense.
12. All groups or individuals using the Clubhouse must leave the premises in a neat, clean and orderly condition. All counter tops, tables, and chairs are to be cleaned if dirty. Floors must be swept.
13. All spills on flooring/carpet must be cleaned at once to prevent staining.
14. Folding chairs and tables need to be returned to their designated storage areas. All furnishings and items of property shall be returned to the same location they were prior to the event.

15. If used, the refrigerator and microwave must be cleaned. Refrigerator use is for temporary items only. Remove left over items upon leaving. No food items are to be left anywhere in the club house.
16. All trash must be securely bagged, in plastic bags, and removed from the clubhouse. The applicant making the reservation shall remove all garbage and refuse from the function and will dispose of such garbage and refuse with his or her household trash.
17. Garbage bags, paper goods, and cleaning supplies are to be brought by the applicant.
18. Any and all spills, damage, etc. must be reported to the management company within 24 hours. Failure to return the property in good condition will result in a fine and cleaning fees.
19. All outside doors must be locked when you leave.
20. Children under 18 years of age are not permitted in the Club House unless they are accompanied by an adult. Parental supervision is required when hosting a youth or teenage event. One adult chaperone to every 8-10 teenagers or children is required.
21. The front door and the patio doors in the Club House are to be kept shut at all times
22. The Clubhouse may not be used as a pool cabana. Appropriate attire is required; bathing suits are prohibited in the clubhouse. Shoes must be worn at all times by adults and children. No wet towels or pool toys, etc. are allowed into the clubhouse.
23. The applicant shall have the responsibility to supervise their guests to assure that the Rules of the Association and Pool Rules are followed.
24. No bikes, scooters, inline skates, rollerblades or any other motorized toys are permitted inside the clubhouse.

The Applicant reserving the Clubhouse is responsible for payment or replacement cost for all items damaged or lost as a result of the Applicant's use of the property. This may result in a special assessment by the Board of Directors, including any costs of collection and legal fees.

D. Exercise Room/Fitness Center

1. Exercise Room hours of operation: 5:00 am to 11:00 pm.
2. The Homeowners' Association is not responsible for injuries sustained while using the fitness center equipment.
3. Equipment must be cleaned after use with the provided disinfectant.
4. Users of the fitness center must be a resident or tenant and must be 16 years of age or older.
5. Youths aged 13-15 may use the fitness center if they have a certificate and/or statement from a personal trainer on file with the management company that they have been properly trained on the equipment and they are accompanied by their own parent.
6. Limit your time on each piece of equipment to 30 minutes or less.
7. No pets are allowed in the exercise room (except certified service animals)
8. Turn off lights, fans, and TV after use.
9. Athletic shoes must be worn at all times. Do not wear any clothing that may damage equipment.
10. Lock doors upon exiting.
11. No food or drink, other than water, and no glass will be permitted.

12. To ensure the safety and comfort of all members, dangerous objects and/or rowdy behavior is not permitted
13. Exercise room cannot be reserved.

E. Tennis/Basketball/Pickle Ball Courts

1. Hours of operation: 7am to 10pm.
2. Courts may not be reserved.
3. Limit time to 30 minutes if courts are full.
4. Appropriate attire and footwear are required. Those found not wearing tennis shoes will be asked to leave.
5. Absolutely no bicycles, scooters, strollers, in-line skates, skateboards, radio-controlled cars, motorized, battery-operated, and/or gasoline-operated toys, or similar toys are allowed.
6. No pets on courts (except certified service animals)
7. Courts are to be used for tennis, pickle ball and basketball only.
8. Make sure that the courts and area are clean and ready for the next use.
9. Do not hang on the rim.
10. Anyone found violating these rules is subject to forfeiture of his/her right to use the court. Special assessment for any damage may result from such behavior to the homeowner.
11. Use courts at your own risk

F. Playground Rules

1. In the event of an emergency, call 911 immediately.
2. This is a private playground for use by Delasol residents and their guests only.
3. Playground hours: dawn to dusk.
4. Adult supervision is required at all times to ensure the equipment and area are used properly.
5. The play structure is suitable for ages 2-12.
6. Anyone over the age of 12 must be accompanied by a child.
7. The following items are *strictly prohibited* inside of the fenced area:
 - Bikes, skateboards, in-line skates, roller blades, radio-controlled cars, and other recreational equipment
 - Pets (except certified service animals)
 - Food, Beverages or Gum
 - Smoking
 - Glass or bottles
8. Use of the playground is at each individual's own risk.

The homeowners/ residents agree to indemnify and hold the Association, its officers, directors, employees and agents harmless from and against any and all injuries, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, sustained by any person or persons or property, arising out of, or related to the residents' or guests' use of the Amenities Center including

the Social Room, Clubhouse, Parking lot, Fitness Center, Pool/Spa, Playground, Tennis/pickle ball and Basketball courts, including claims and damages arising in whole or in part from the negligence of the Association, its officers, directors, employees, and agents.

II. PARKING

- a. Parking shall be restricted to the drive and garage on the Community Property. Garages shall be used for storage of vehicles to the maximum extent possible, to minimize parking in the drive.
- b. RFID Stickers, for Resident Gate entry, are mandatory on all vehicles utilized by residents.
- c. No parking on lawns, swales, or upon or blocking any sidewalk. No parking overnight on the streets. Owners not complying with parking rules and regulations are subject to immediate towing at owner's expense.
- d. No commercial vehicle, motor home, trailer, boat or boat trailer may be parked or stored on the driveway or Community Property except in the garage of a home located upon the Lot. A commercial vehicle shall include any vehicle bearing commercial tags, containing business designation, lettering painted or displayed on the exterior of the vehicle or racks.
- e. All vehicles must be currently licensed, and no inoperable or unsightly vehicles may be kept on the driveways, on a lot, or on Community Property.
- f. All garage doors shall remain closed at all times unless vehicles are entering or leaving the garage. However, garage doors may remain open if the homeowner/children/relatives or approved guests are physically outside on the premises, or in the garage.
- g. All motorized, battery-operated and/or gasoline vehicles, including but not limited to, all-terrain vehicles, mini-bikes, go-carts, golf carts, dune buggies, or dirt bikes, shall not be operated in or on common areas or on any privately-owned real property within the community.
- h. No dumpster may be parked or stored at a residence and shall not impede the sidewalk without the written permission of the Property Manager. Such written permission, if granted, shall at a minimum set forth the size of the dumpster, as well as the time period during which the dumpster may be parked or stored. The Property Manager may also provide any other reasonable conditions applicable to the request. The loading of the dumpster, and its delivery to and removal from, the residence in question shall occur only Monday through Friday (holidays excepted) between the hours of 9:00 AM and 5:00 PM, unless otherwise provided for in the written permission issued by the Property Manager.

III. PETS

1. Only common, non-exotic, domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding, or for any commercial purposes whatsoever.
2. Except for common walking and exercise of approved domesticated household pets accompanied by their owner(s), no other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Community Property.
3. Pets that are a nuisance will not be permitted. In the event that a pet has become a nuisance or unreasonably disturbing, in the opinion of the Board of Directors, written

- notice shall be given to the owner(s) or other person responsible for the pet. The nuisance must be abated within 4 days, or the pet shall be removed from the Community Property.
4. Under no circumstances may a **Pitbull or a dog with a Pitbull mix** be permitted on the Community Property.
 5. Any pet must be carried or kept on a leash when outside of a lot or approved dog run, or fenced-in area.
 6. Owners shall immediately pick up and remove any solid waste deposited by his or her pet on the Community Property. While walking a pet on public sidewalk, park, or any other public property, the resident, or person in control of the pet, must carry a bag or scooper to clean up animal waste. All pet owners must walk their pet only in the common areas (front and back yards are not common areas). Residents may not allow their pet to access improved private property owned by others. When a pet utilizes the private property of the pet owner for the elimination of waste, the animal waste must be removed on a daily basis. When a pet utilizes the private property of another resident, or a common area for the elimination of waste, the waste must be removed at once.
 7. Pets shall not be kept outside of the Home or in any screened porch or patio area unless the owner is present in the Home. Pets may not be left unattended or leashed in yards, or in garages, or on porches, lanais, and other open areas. No pets are to be tied outside unless the pet owner is with them. No kennels, dog runs, dog houses, chains, or tie downs are permitted.

IV. NUISANCES

- a. Unreasonably loud and disturbing noises are prohibited, including but not limited to, radios, televisions, Bluetooth speakers, compact disc players, stereos, singing and playing of musical instruments. These shall be regulated to sound levels that will not disturb others and if used at, or in the vicinity of the pool, shall be used only with earphones.
- b. No nuisance of any type or kind shall be maintained upon Association property. No vocal or instrumental practice, or other loud and disturbing noises will be permitted before 7 a.m. or after 10 p.m. in the Delasol Community.
- c. No clothing shall be hung such that it is visible to any other lot, homeowner or Association property.

Nothing shall be done or kept on Association Property which would cancel or increase the rate of insurance on said property.

V. SIGNS

No sign, display, poster, or other advertising device of any kind (including, but not limited to, signs for the sale or leases of Homes) may be displayed in public view of any portion of any building or other Improvement in the Community Property without the prior written consent of the Board, said consent not to be unreasonably withheld.

For Sale and Open House signs must comply with the following Delasol guidelines.

No signs are permitted other than one For Sale sign and one Open House sign (during the Open House period only) on the homeowner's lot in front of the home. Up to 2 directional signs can be used within the community during hours when a realtor or homeowner is actually present and the home is open for inspection.

Open house/directional signs can be placed along Livingston but not in the island median of Livingston, or the median of our entryway.

(See Delasol website—Delasol.org, for specific sign design requirements).

VI. LANDSCAPING AND PAINTING

- a. The Owner(s) of each Lot must keep and maintain the Lot in good order, condition, and repair. Owners are responsible for mowing, edging, fertilizing, and spraying of lawns, replacement of sod, trees, shrubs, and other plant material.
- b. Owners changing the footprint of their mulch beds will need to notify the ARC and submit a drawing of all planned changes. Updates that do not involve changing the footprint of mulch beds do not require ARC review.
- c. Hose holders can be attached to the side or back of the house and should be shielded by landscaping. Portable hose holders, when not in use, should be kept in the side or back of the house shielded by landscaping.
- d. Fruit trees are not permitted, unless they are planted in pots and kept in an enclosed lanai, as they attract wildlife.
- e. Any and all garden statuary, pots, and other landscaping decorative items (not confined to the lanai area) should be in subtle earth tones. Any decorative items over 36" in height must be approved by the ARC. Flowerpots visible from the road are limited to a maximum of 5 in number.
- f. Moving lawn ornaments are not permitted.
- g. No fences or sheds may be erected on the Lot.
- h. No landscaping on the Lake Lots which materially interferes with the view of the Lake by immediate neighbors who are also Lake Lot owners.
- i. The ARC urges all Owners to respect the environment of not only their property, but of the community as a whole. As such, it is strongly recommended that Owners and their respective landscaping companies employ proper fertilizing and watering practices, so as not to contribute to surface and groundwater pollution.
- j. A homeowner seeking to paint the exterior of his or her home must first submit an ARC request. Colors from the Association's pre-approved ARC paint list will be reviewed expeditiously for approval. A homeowner may only use the Centex original color schemes, if they are the original owner and it was their original color. A color scheme that deviates from the Association's pre-approved ARC paint list will be considered a "variance" and will be considered at the following ARC meeting so long as the request is complete and timely submitted. A completed request submitted seven (7) days in advance of an ARC meeting will be automatically deemed as timely submitted. Any denials may be appealed to the Board of Directors. All other ARC requests not dealing with exterior paint colors will be subject to the normal ARC procedure.

- k. Homeowners are responsible for maintaining the exterior paint of their homes and ensuring they are aesthetically pleasing including no fading, stains, chips or cracks.
- l. Mailboxes must be kept in a formal appearance. The original mailbox color is “Green Verde and black with a glossy look.” They may not be faded, chipped or broken.

VII. ANTENNAS/SATELLITE DISHES

- a. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Board.
- b. Satellite dishes should not be visible from the street or neighboring properties or installed in the front of a house. Satellite dishes shall be installed in the rear of the home to the extent such location does not impair an acceptable signal. If the satellite dish cannot be moved towards the rear of the house without impairing an acceptable signal, approved trees must be planted, at the owner’s expense, to provide a natural landscape screening. Some satellite dishes can be mounted on a post (3 feet off the ground) but would require approved bushes to be planted, at the owner’s expense, for natural landscape screening.

VIII. RESIDENCY/LEASING

No portion of a home or Lot (other than the entire home) may be rented. No lease shall be for a term of less than thirty (30) consecutive days and no home may be rented more than three (3) times in any calendar year.

No Owner may effectively lease a home without prior written approval of the Board. An Owner intending to lease his or her Home shall submit a written lease application and a \$100 non-refundable application fee and background/credit check fee, to the Board prior to the date of occupancy, together with a copy of the lease and such other relevant information required by the Board, at the Owner’s expense; this may include a national criminal background check and tenant history report.

If an Owner allows a tenant(s) to take occupancy in a home without obtaining Board approval as provided in this Section, the lease is deemed disapproved and legally void, and the Board shall have the right and authority, on its own or as agent of the Owner, to pursue legal eviction proceedings to cause the removal of an unapproved tenant(s).

The Board may disapprove a proposed lease only if a majority of the Board (or its designated committee) votes to disapprove the lease. The following shall be deemed good cause to deny a lease.

- a. The person seeking approval has been convicted of a felony involving violence to persons or property or a felony involving dishonesty or moral turpitude;
- b. The application for approval expressly indicates that the person seeking approval intends to use the leased Home in a manner inconsistent with the covenants, restrictions, and rules governing Delasol.

- c. The person seeking approval has a history of tenant eviction(s) or disruptive behavior in other communities and associations.
- d. The Owner is delinquent on assessments or fines owed to the association at the time of the application.
- e. There are outstanding violations on the property.

Prior to an approved tenant(s) taking occupancy, the Owner shall provide the tenant(s) the complete set of the Delasol Documents, including a copy of the Board-adopted rules and regulations then in effect.

Each lease and Delasol application must contain a signed affirmative statement by the proposed tenant that the tenants agree to be bound by the governing documents and Rules and Regulations throughout the term of their occupancy of the unit, and that they have received complete copies of the Rules and Regulations.

No lease shall contain any term, condition or provision which will operate or be applied in a manner that is contradictory to any governing document or the Rules and Regulations. Any such contradictory term(s) incorporated in a lease, shall be void and unenforceable as between the Homeowner's Association and then owner and tenant, even if said lease has been approved by the Board of Directors or an agent thereof.

The lease period may not be more than a 12-month period. A lease renewal for the same approved tenants of the same owner in the same unit must be submitted to the Association 30 days prior to the lease expiration for continued access to the community and amenities. No subleases shall be permitted.

All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Delasol Documents and Board adopted rules and regulations and shall be deemed to provide that a violation thereof is grounds, following written notice to the Owner and tenant(s) and reasonable opportunity to cure, for damages, termination of lease and eviction pursuant to law. The Association shall have the authority to act as the Owner's agent to undertake any action necessary to abate the Tenant's noncompliance, including without limitation the right to file an action for eviction in the name of the Association in its own right or as an agent of the Owner. The tenant(s) and Owner agree that the Association may proceed against either the Owner or the tenant(s) or both and that the Owner and the tenant(s) shall be jointly and severally responsible for the Association's costs and expenses, including attorney's fees and court costs, secured by a lien against the Home.

Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

IX TRASH/GARBAGE PICK-UP

Disposition of garbage and trash shall be only by use of receptacles approved by the Association and Collier County. No refuse, or trash (including but not limited to landscape debris, building

materials, automobile salvage or parts) shall be stored or allowed to accumulate on any portion the Community Property. Except for collection days, all garbage and or trash receptacles must be located within the garage or home. Trash cans must be brought out the morning of trash collection days and cannot be left out overnight as they attract wild animals.

X. LAKES {See also Declaration Article X Section 18} (revised on 11-3-2014)

- a. No watercraft shall be permitted upon any lakes located within Delasol.
- b. No swimming in any lake located within Delasol.
- c. No recreational use except for fishing in accordance with the Association's Rules and Regulations governing fishing activity in the Lakes:
 1. Children under the age of 14 must have an adult present at all times.
 2. Fishing in common areas only. No fishing in the front two lakes with the fountains. Fish hooks can snag the fountains' electrical wires or the anchor wires, which can damage the fountain motors.
 3. No trespassing on individual residential lots that abut the lakes
 4. Cost of repair for any damage to any plants in the common areas or along the shorelines must be reimbursed to the HOA.
 5. All fishing equipment and debris must be removed, and the common areas left in an aesthetically pleasing state.
 6. As in all resident activities in the community and usage of any and all community facilities, the HOA has no responsibility for injury to persons or damage to property or for any fishing license that may be required by State or local authorities. Any individual using the Lakes for fishing purposes do so at their own risk.

XI. ARCHITECTURAL REVIEW COMMITTEE

The Delasol Architectural Review Committee (ARC) is appointed by the Delasol Board of Directors and is responsible for maintaining and elevating the aesthetic and structural integrity of the association. The purpose of a review committee is to administer the community's guidelines by overseeing changes and modifications to property through an application and appeal process designed to balance the interests of individual homeowners and the community as a whole, ensuring that guidelines are met, and property values are protected.

Any exterior design changes or modifications, including but not limited to paint, roof tile, shutters, driveway, lanai, pool, and landscaping, will require prior approval from the ARC. This approval process may take up to thirty days, therefore, do not schedule any construction work or purchase any equipment until the ARC has approved the project and written approval has been received from the management company. Architectural Request Forms are available online at delasolarc.com and/or can be obtained from the management company.

Failure to submit the required plans and applications and to obtain the necessary approval from the ARC - for any alteration, modification or new construction - will constitute a violation of the rules. Such violation could result in the Association's requiring the modification or removal of the work (regardless of whether it has been completed) at the expense of the owner. If a homeowner fails to submit an application or submits an application after the initiation of a project, they will

be required to cease work on the project; file an ARC Request for Modification, along with a fine of \$100.00 per project; and not resume work until approval is granted and the management company issues a letter approving the request for architectural change.

Contractor work for exterior maintenance or approved improvement of the exterior of any residence should be scheduled Monday through Friday (holidays excepted) between the hours of 8:00 AM and 5:00 PM.

XII. PLAYGROUND EQUIPMENT

Children's play equipment including, but not limited to, swing sets, jungle gyms, non-portable trampolines, are permitted with prior approval of the Architectural Committee of the Association and are subject to the requirements of the Committee. All other portable play equipment including, but not limited to, basketball nets, bicycles, skateboard ramps, soccer goals, tents, and tree houses may not be left outdoors overnight.

The following are requirements for the installation of plastic, wooden, metal or any other type of construction material for play equipment that is not housed under the lanai. An Architectural Review Request is mandatory and must be approved by the Architectural Review Committee prior to installation of any play equipment.

Homes that are on the lakes may not erect play equipment at the rear of their houses. This preserves the view of those other homeowners with lake views.

All play equipment will be approved on a case by case basis with the following stipulations:

1. A drawing design or picture with dimensions and a plot plan of the location of the play equipment must be provided with the Architectural Review Request
2. Landscaping (e.g. ficus) must be allowed to reach a height that is equal in height to the tallest point of the swing set, approximately 10-12 feet (in most cases). The plants/bushes must be originally planted at a minimum height of 5 feet.
3. Depending on the placement of the play equipment, landscaping may be necessary along the sides and backs of the home owner's property. This will protect the view of neighbors from the play equipment. Also, the play equipment cannot be visible from the street.
4. Plants/bushes must be at least 2 to 3 feet inside the property line.
5. Play equipment may not be installed in a swale which would affect water runoff.
6. All landscaping must be in place within 2 weeks of the installation of the swing set and is at the owner's expense and must be watered and fertilized sufficient to comply with item 2 above.

If the play equipment and landscaping are installed and the above criteria are not met, the Association has the right to require that it be removed and reinstalled correctly at the owner's expense.

The committee feels that these requirements promote a family friendly environment along with preserving property values.

XIII. FINES

The Board of the Association may impose a fine of \$100.00 per day not to exceed \$1,000.00 for each occurrence of violation of these Rules and Regulations. This fining process will be in accordance with the State of Florida Statutes and may include, but not limited to, any action permitted by Florida law including recovery of sums due for damages, injunctive relief, or any combination thereof.

Loss of privileges may be imposed for anyone found in violation of the Rules and Regulations. Fob access to community facilities may be denied.

XIV. RULES FOR OWNER PARTICIPATION IN A BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND THE LOCATION FOR POSTING NOTICES OF MEETINGS

a. Right to speak:

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the board.
2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of the Homeowners Association.
3. After each motion is made and seconded by the Board members the meeting Chairperson will permit owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.
4. Owner participation will not be permitted after reports of officers or a committee unless a motion is made to act upon the report or the Chair determines that it is appropriate or is in the best interest of the Association.
5. An owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair.
6. While an owner is speaking he or she must address only the Chairperson. No one else is permitted to speak at the same time.
7. An owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.
8. The chair may, by asking if there be any objection and hearing none, permit an owner to speak for longer than three (3) minutes or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.
9. The chair will have the sole authority and responsibility to see to it that all owner participation is relevant to the subject or motion on the floor.

b. THE RIGHT TO VIDEO AND AUDIOTAPE:

1. The audio and video equipment and devices which owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.
2. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board of the Committee.
3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
4. At least 24 hours advance written notice shall be given to the Board by any owner desiring to utilize any audio and/or video equipment to record a meeting.

c. LIMITATION OF THE ASSOCIATION'S OBLIGATION TO:

Respond to written inquiries – The Association shall not be obligated to respond to more than one written inquiry from a unit owner filed by certified mail in any given 30-day period. In such case, any additional inquiry or inquiries must be responded to the subsequent 30-day period or periods.

ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN THE GLASS ENCLOSED CASE AT THE CLUBHOUSE.

XV- ASSOCIATION POLICY ON COMMUNICATIONS - a policy outlining how homeowners can properly and effectively share their requests, complaints and suggestions with the HOA

1. Delasol homeowners are encouraged to submit their requests, suggestions, and concerns directly to the HOA via Evergreen Lifestyles Management Group. Such communications can be made through the Association website, by email to the CAM (bdejesus@evergreen-LM.com) or in writing hand-delivered or mailed to the Evergreen Lifestyles Management Group (10401 Dartington Drive, Fort Myers, FL 33913).
2. Upon receipt of a submission delivered in accordance with paragraph 1 above, Evergreen Lifestyles Management Group will respond if warranted or forward it to the Board of Directors or applicable committee for review and follow-up. If the HOA does not respond to the submission, the homeowner should not assume that the HOA did not receive it and follow up in accordance with standard protocols. Again, the HOA will respond directly to the homeowner's submission only if warranted.
3. If a request, suggestion or complaint is not addressed to the homeowner's satisfaction by following steps 1 and 2 above, the homeowner(s) should not send the same submission or otherwise communicate with the HOA (which includes board members and Evergreen) in an aggressive or negative fashion in an effort to get the desired response. Homeowners should not expect a response to these kinds of communications. Rather, the homeowner(s) should bring his or her issue to a monthly Board meeting. At each Board meeting, there is an agenda item for "Member Comment" and each member in attendance will have an opportunity to address the Board.

4. The Board and its management will strive to address all opinions, suggestions and complaints from homeowners, and this policy is intended to communicate the accepted and most effective ways for homeowners to communicate these matters to the HOA.
5. Should the Board determine that excessive or repeated submissions rise to the level of an unreasonable burden or nuisance to the HOA and its management, the responsible homeowner(s) may be fined \$100.00 per instance and/or subject to other legal remedies available to the HOA.

XVI—MISC

- a. Garage Sales, including but not limited to, Yard Sales, and Moving Sales shall not be permitted within Delasol.
- b. Hurricane Shutters - In accordance with Section 21 of Delasol's Declaration of Covenants, Restrictions and Easements for Delasol, except in the case of a hurricane or tropical storm watch or warning, use of hurricane shutters is prohibited. Upon issuance of a hurricane or tropical storm watch or warning, the use of hurricane shutters is permitted and recommended. Hurricane shutters shall be open/removed no later than ten (10) days after cessation of a hurricane watch or warning.
- c. The Rules & Regulations shall apply equally to owners, their families, guests, staff, invitees and lessees.
- d. Homeowners will be held responsible for any and all damage to Association Property caused by the homeowner and/or the homeowner invited guest or tenant, whether intentionally or by the homeowner's or his or her guest's negligence, including but not limited to damage to the guard gate, guard gate equipment, landscape, pool furniture or equipment, gym equipment, tennis courts, street signs, etc. "Guests" means persons, or their pets, the homeowner would be responsible for while on Association Property but shall not include vendors who are merely granted access to deliver goods to or perform services for the homeowner. For example, a UPS driver, food delivery driver, landscaper is not a "Guest" while in the performance of their duties.
- e. It is the homeowner's responsibility to report any damage caused by the homeowner and/or his or her guest(s) to the management company or HOA Board immediately and to pay for restoring Association property to pre-damaged conditions plus any associated costs incurred by the Association in connection with the damaged property (e.g., costs incurred to pull and review surveillance footage, costs incurred by the Association to repair and/or replace the damaged property, etc.). If the responsible homeowner does not remit payment within seven (7) days from the date the Association demands payment, the Association may charge the homeowner's account. The Association will treat a homeowner's failure to report said damage as an intentional act and report the incident to law enforcement.

DISCLAIMER: THE ABOVE RULES AND REGULATIONS ARE NOT ALL INCLUSIVE BUT IN FACT ARE ONLY A PART OF THE DELASOL HOMEOWNER'S ASSOCIATION DOCUMENTS AND DECLARATIONS, WHICH DELASOL HOMEOWNER'S MUST ADHERE TO.