

CALOOSA YACHT & RACQUET CLUB
9845 Caloosa Yacht & Racquet Club Drive
Fort Myers, Florida 33919
813/433-2716

RULES AND REGULATIONS

NOVEMBER 1993

MANAGEMENT OFFICE 433-2716
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NIGHT SECURITY..... 470-5674

CALOOSA YACHT & RACQUET CLUB

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The following rules are only a brief summary of the entire rules and regulations contained in the Declarations and recorded documents and are subject to change per documents. Each Homeowner Association or Condo Association is subject to the Master Association documents in addition to the separate documents of each separate Homeowner Association or Condo Association. Some Caloosa Yacht & Racquet Club Homeowner Associations or Condo Associations may require a written approval or application before buying a unit in Caloosa Yacht & Racquet Club. Check with Management (433-2716) For more detailed rules please refer to these recorded documents and contact management for any recent changes.

CALOOSA YACHT & RACQUET CLUB

RULES AND REGULATIONS

NOVEMBER 1993

**CALOOSA YACHT & RACQUET CLUB
MARINA RULES AND REGULATIONS
AS OF MARCH 4, 2003**

The following are the rules and regulations for the use of the Caloosa Yacht & Racquet Club (CYRC) Marina and the individual berths therein administered by the CYRC Master Association (the "Association") through its Board of Directors (the "Board"). These rules and regulations are referenced in Section 13 of the CYRC Slip Rental Agreement and are incorporated therein. As used herein the term "Lessee" shall be deemed to refer not only to a lessee under a berth lease, but also to such Lessee's family, guests, employees, agents, contractors, heirs, personal representatives, successors and assigns.

GENERAL:

1. The Marina shall be used solely and exclusively as a marina and uses related thereto and for no other purposes whatsoever. Only pleasure and leisure vessels, powered by motor or sail, in seaworthy condition and under their own power may be docked in the Marina.
2. All vessels docked in the Marina must be registered or documented and in the name of the Lessee of the berth or the immediate family or a corporate name if the Lessee has controlling ownership. A copy of the vessel registration or document shall be submitted to the Association in January of each year in connection with the execution of a new lease or an extension of the current lease.
3. The berth will be used for only the vessel named in the Slip Rental Agreement, together with the non-exclusive right to use all pilings, fixtures, and public areas jointly and in common with other owners, patrons and invitees of the Marina.
4. Living on a vessel in the Marina is prohibited.
5. No improper, offensive, hazardous or unlawful use shall be made of the Marina or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of the Association or any governmental agency having jurisdiction thereover relating to any portion of the Marina shall be corrected at the sole expense of the party in violation.
6. No major repairs or maintenance shall be performed in the berth. Lessee may perform minor repairs on the vessel if such work does not interfere with the rights, privileges and safety of other Lessees, patrons, and invitees of the Marina. The Association reserves the right to require any outside mechanic, craftsman or any other person performing any work on Lessee's vessel while in or on the Marina facilities to first provide the Association with a standard certificate of worker's compensation and liability insurance coverage, and to require that such workmen undertake and save harmless the Association from any and all liability for personal injury, loss of life and property damage in any way arising out of their work for the Lessee.

MARINA COURTESY

7. No nuisances shall be allowed in the Marina, nor shall any use or practice be allowed which is a source of annoyance to other Lessees or which interferes with the peaceful and proper use of the Marina.
8. No fences or other barriers shall be erected or maintained on any portion of the Marina except by the Association.

EXHIBIT A

CALOOSA YACHT & RACQUET CLUB MASTER ASSOCIATION

The following Master Association rules and restrictions apply to all owners and residents of every home and condo within Caloosa Yacht & Racquet Club.

NUISANCES

No nuisances shall be allowed upon any property, nor any use or practice which is an unreasonable source of annoyance to other owners or which interferes with the peaceful possession and proper use of the residents of the subject property. Garage and yard sales are prohibited.

PETS

No animals, livestock or poultry of any kind shall be permitted within the subject property except for a common household pet, which shall be carried or kept on a leash when outside of a unit. Any household pets must not be kept or maintained for commercial purposes and must not be an unreasonable nuisance or annoyance to other residents of the subject property. All residents shall pick up and remove any solid animal waste deposited by his pet to the subject property. The Master Association may require any pet to be immediately and permanently removed from the subject property due to a violation of this paragraph. See your separate Homeowner Association's rules for additional limitations on pets; size and weight limits and number of pets allowed.

SIGNS

No signs, including but not limited to signs advertising the sale, lease or rental of any property or unit, political signs, advertising or commercial signs, shall be posted, displayed, inscribed, or affixed to, or be visible from the exterior of a unit, or upon any property, except for, (A) one (1) small security sign warning the property is protected by a security system and, (B) one (1) standard size professionally made "Open House" sign displayed on the yard of the unit on Saturdays, Sundays, and holidays from 10:00 am - 6:00 pm during a formal attended open house.

PORTABLE BUILDINGS

No portable buildings, temporary or accessory buildings or structures, or tents, shall be erected or located upon any property for storage or otherwise.

BOATS

No boats may be kept or stored outside of any unit. Boats may be kept or stored on any COMMON AREA pursuant to rules and regulations adopted by the MASTER ASSOCIATION if, and only if, expressly permitted by any such rules and regulations. A boat may be kept in a driveway of a UNIT for a period not to exceed one (1) hour for ingress and for a period not to exceed one (1) hour for egress of said boat. During the period of time set forth herein for ingress and egress: (a) a boat must remain on a trailer which is attached to a vehicle at all times; (b) a boat must be parked in a driveway of a UNIT, not in the street or on any COMMON AREAS; (c) a boat may be loaded or unloaded with supplies, food, etc., and (d) a boat may be rinsed off with water. At no time shall there be any boat repairs, engine operations, engine flushing or oil changes performed on any boats while outside of any UNIT, nor may any boats be parked overnight

EXHIBIT B

CLUBHOUSE

(MASTER ASSOCIATION CONTROL)

OPERATING HOURS

Hours of operation will be posted at the clubhouse and may vary according to season. Call to confirm the hours. Reservations may be requested for the restaurant. Special hours may be in effect on holidays.

MEMBERSHIP ELIGIBILITY

RESIDENT MEMBERSHIP: For all residents at Caloosa Yacht & Racquet Club.

ASSOCIATE AND SOCIAL MEMBERSHIPS: Are open to people who do not reside at Caloosa Yacht & Racquet Club. All associate and social members must be approved by the board.

FEES

The amount will be determined annually.

PRIVILEGES

All privileges will be the same for both resident and associate members. These privileges include use of the club's outdoor pool, privilege of booking club's facilities for private parties when available, attendance at special club events (dances, entertainment, and other activities), use of the tennis courts, lake, and park facilities. Social members will be limited to use of the restaurant only.

GENERAL CONDUCT

Any member who engages in unseemly conduct, both in action and appearance, shall be subject to such action as the Board may deem proper. Each member is responsible for the conduct on the club premises of all their guests. The Board shall promulgate additional rules governing the club when deemed necessary. All persons utilizing the club facilities shall be neat, well-groomed and shall wear clothing appropriate for the function being attended. No reprimands shall be given by members to employees of the club. Complaints shall be made to the club manager or supervisor. Special requests and suggestions should be made in writing and addressed to the community manager. Matters requiring immediate attention should be taken up with the club manager. The club manager shall have authority to maintain order at all times. Out of respect for others, members and guests should refrain from the use of profanity, obscenities and vulgarities in the clubhouse and public areas. Staff and management of Caloosa Yacht and Racquet Club shall refer any homeowner, club member, resident problems or disputes to the community manager's office for attention. Employees should not attempt to settle disputes on their own.

CYRC MASTER ASSOCIATION RULES & REGULATIONS

MARCH 6, 1995

**RESIDENTS MAY INSTALL AN OUTSIDE TV SATELLITE DISH NOT TO EXCEED
18 INCHES AND NOT VISIBLE FROM THE STREET.**

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26. The use of the sanitary facilities on all vessels in the waters of the Marina is prohibited.
27. Swimming, diving, or fishing is not permitted within the waters of the Marina.
28. No barbecuing shall be permitted in the Marina except in areas which the Board may, but shall not be obligated to, designate.
29. No signs, advertisements, notices or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Marina or on vessels except those approved by the Association.
30. The Association shall be entitled to remove personal items on the dock area and, at the Association's discretion, may either dispose of same after a period of ten (10) days, or store same, in which event, the Association may charge a storage fee in an amount determined by the Association. In any event, the Association shall not be liable for any damage, destruction or theft of any personal property, whether left on the dock area or removed by the Association, nor shall the possession of such personal items by the Association be deemed a bailment.

RIGHT OF ENTRY

31. The Association shall have the right to inspect any vessel in the Marina to determine its seaworthiness, cleanliness and compliance with these Rules and with all applicable city, county, state, and federal fire and safety regulations. The Association shall have the right to move any vessel from the Marina which fails to comply with said regulations.
32. The Association and its agents have the right to enter the vessel for the purpose of protecting the berth, Marina, vessel, and the person and property of others and for any other lawful purpose. In the absence of an emergency or other compelling reason, the Association will exercise the right of entry only during reasonable hours and with reasonable advance notice to the Lessee, subject to other provisions of the Agreement. Lessee shall furnish access upon request by the Association or provide a key to the vessel if Lessee is absent.

ADMINISTRATIVE

33. The Board shall be solely responsible for directing and supervising employees of the Association. Such employees shall not perform personal errands or tasks for Lessees.
34. Every Lessee shall comply with these rules, as amended from time to time, as well as with the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of a lessee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies in the sole discretion of the Board, a suspension of the right to use Marina facilities and/or a fine or fines may be imposed upon a Lessee for failure of any Lessee or his family, guests, tenants, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
 - a) **Notice:** A fine or suspension levied hereunder shall not be imposed without notice of at least fourteen (14) days to the person or persons sought to be fined or suspended.

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- b) **Hearing:** The person or persons sought to be fined or suspended must have the opportunity for a hearing before a committee of at least three (3) Master Association members appointed by the Board who are not officers, directors or employees of the Master Association, or a spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- c) **Penalties:** The Board may impose penalties against the applicable Lessee as follows:
- (i) **First Non-Compliance or Violation:** A fine which shall not exceed the maximum amount allowed by law for each violation, and shall not exceed the maximum amount allowed by law for each day of continuing violation, but in no case shall the fine exceed one thousand dollars (\$1,000.00).
 - (ii) **Second Non-Compliance or Violation:** Suspension of the right to use Marina Facilities and/or cancellation of lease, at the Board's discretion.
 - (iii) **Payment of Penalties:** Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.
 - (iv) **Collection of Fines:** Fines shall be treated as an assessment, subject to the provisions for the collection of assessments as set forth in the Declaration and By-Laws, including the ability of the Association to file a claim of lien for unpaid assessments and fines.
 - (v) **Application of Penalties:** All monies received from fines shall be allocated as directed by the Board.
 - (vi) **Non-Exclusive Remedy:** Imposition of fines shall not be construed to be the exclusive remedy available to the Association and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. Any penalty paid by the offending Lessee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Lessee.
35. In addition to any fines imposed for violation of these rules, the Lessee shall reimburse the Association for any expense incurred by the Association to repair any damage to the Marina or to pay any claims for injury or damage to property caused by the Lessee or his boat or his guests, agents or employees.
36. Lessees shall not be entitled to sublet their berths except through the Association under the following conditions:
- (a) An owner who leases his/her dwelling unit, including his/her Marina berth in a current lease agreement.
 - (b) Any other Lessee, if the Association has no available usable slips for lease at that time. Lessee shall give written notice to the Association that his/her berth is available for subletting. Lessee shall pay the Association a reasonable fee for subletting, and shall use forms approved by the Association. Subletting shall not, however, relieve the Lessee of his/her obligations under the berth lease.

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37. Lessee's registered or documented vessel must be kept in the Lessee's berth for a minimum of two (2) months each calendar year in order to be eligible for a renewal of their annual lease. Owners and residents not meeting this requirement will not be granted an annual lease renewal, and the berth will be offered to the next owner or resident on the waiting list for an annual berth lease. Lessees who do not maintain their vessel in the berth on a full time basis will give the Association written notice of the months that their boat will be in the berth.
38. Annual leases are only offered to property owners if available within their Association's allotment under the Caloosa Yacht & Racquet Club Master Association. The Master Association will maintain a waiting list for each separate association of owners waiting for an annual lease.
39. The Association, through its Board, reserves the right to make such other reasonable rules and regulations from time to time as is determined to be necessary or appropriate for the safety, care, protection, cleanliness and good order of the Marina and, in its sole discretion, to waive the application of specific rules to one or more Lessees, upon written request therefor and good cause shown. The Association further reserves the right at any time to modify or revoke an existing rule or regulation, provided, however, that Lessees shall be given written notice of any such changes.

APPROVED:

DATE:

3/5/03

CYRC MASTER ASSOCIATION

Rules & Regulations

Change to Marina Rules

Additions indicated by underline

Deletions indicated by striking through...

17. *No flammable, combustible or explosive fluids, chemicals or substances shall stored in any Berth or in the Marina, except for use in barbecuing and in the designated areas, if any. No flammable liquids shall be brought into the Marina unless the liquid is contained in Coast Guard approved containers. No open transfer of fuel is allowed from any container to any boat.*

No open transfer of fuel is allowed from any container to any boat except for fuel transported to the Marina by fuel vendors approved by the Board of Directors of the Association for purposes of coming to the Marina, from time-to-time, to distribute and sell fuel to boat owners who lease slips at the Marina.

NOTE: Please add to Rules & Regulations book

AMENDMENTS

CALOOSA YACHT & RACQUET CLUB MARINA RULES & REGULATIONS

ENVIRONMENTAL

Para. 24. No carts, tables, maritime equipment or any other personal property shall be stored anywhere on the Marina property, except in the vessels, without the prior written approval of the Master Board. No additional lighting shall be installed on the docks by the Lessee, and no alterations shall be made to the docks. No carpet/footpads shall be installed on the docks, including the walkways and the pilings.

A. Corner Guards:

- (1) White dock corner guards (model # 1885599 or # 1885219), available from Boat/US or West Marine, may be attached to the end corners of the slips using only stainless steel screws (the new deck material will not accept nails). Alternatively, a white dock wheel (# 514653 or # 514646), also available from Boat/US or West Marine, may be attached to the end piling.

Para. 25. Dock Ladders:

- A. Lessees may request installation of a dock ladder at their respective slips to assist in boarding and disembarking.
- (1) Requests for installation, to include ladder specifications, must be submitted in written form to the Marina Committee. The Marina Committee will ensure that the proposed dock ladder meets the specifications contained herein. Requests that meet specifications will be forwarded to the Master Board for approval.
 - (2) Dock ladders must be made of corrosion-resistant, marine-grade, aluminum alloy. The approved ladder, identified as item #11715X, may be obtained at Boat/US. Ladders of the same size, design and quality purchased at another ship's chandler may also be authorized.
 - (3) Dock ladders may only be installed and/or removed by the Master Association dock contractor (with the new dock material, special bracing under the decking is required).
 - (4) Approved ladders must be purchased by the Lessee.
 - (5) Lessees must pay for the cost of installation and removal of ladders in one lump sum to the CYRC Master Association prior to installation by the Master Association dock contractor. The Association will hold the removal segment of the sum in escrow until either the termination of the lease or receipt of a written request by Lessee to remove the ladder, at which time the dock ladder will be removed from the dock by the Master Association dock contractor and returned to Lessee.

APPROVED: MARCH 6, 2006
CYRC MASTER BOARD

CYRC MASTER ASSOCIATION, INC.
C/O BENSON'S, INC. AAMC@
Accredited and Certified Community Association Managers
12650 WHITEHALL DRIVE, FORT MYERS, FLORIDA 33907-3619
239-277-0718 FAX: 239-936-8310
E-Mail: bcam@bensonsinc.com
Web Site: www.bensonsinc.com

Board of Directors:
William T. Schmitt, Jr., President
James Witzberger, Vice President
Martin Frelling, Secretary/Treasurer
John B. Murtha, Director
Marguerite F. Bradley, Director

March 5, 2003

Dear Caloosa Yacht & Racquet Club Owners and Boat Slip Renters,

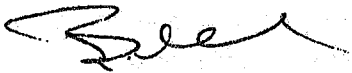
The CYRC Master Board has authorized a Rule and Regulation change allowing boat owners to install boarding ladders at their respective slips to assist in boarding and disembarking during periods of low tide.

The Rule change pertains to Rule #25, Dock Ladders.

Boat owners desiring to install ladders at their slips should contact the Marina Committee chairman, Dave Moss, in writing, at 9820 Mainsail Ct, Fort Myers, FL 33919 to request authorization.

Specifications on type of ladders and mounting material can be found in Rule #25. For your convenience, we have enclosed a copy of the entire Marina Rules and Regulations.

Very truly yours,



William T. Schmitt
President

EXHIBIT C

POOL

(MASTER ASSOCIATION CONTROL)

OPERATING HOURS

Daily from Dawn to Dusk (subject to weather conditions).

NO LIFEGUARD ON DUTY

All persons using pool do so at their own risk. Owners and management are not responsible for accidents or injuries.

POOL RULES

- The manager shall have the authority at all times to maintain order in the pool and to make decisions regarding water safety.
- The pool and pool area shall be cleared of all persons during inclement weather upon the direction of the manager.
- No china, glass containers or glass of any sort are allowed in the pool area.
- Shower before entering the pool.
- Children under twelve (12) must be accompanied by an adult.
- No running or rowdy conduct.
- Members or guests are discouraged from swimming alone.
- Pool parties over 10 must be approved through the manager.
- No pets allowed in pool area.
- No diving.
- Rule infractions observed by residents shall be reported to management.

EXHIBIT D

TENNIS COURT

(MASTER ASSOCIATION CONTROL)

COURT HOURS

Courts are open for general membership play from 7:30 am to dark daily, except when there are sponsored events which shall take precedence over regular play.

COURT RESERVATIONS

Reservations should be made by telephone or in person, beginning at 9:00 am one day in advance of time and court requested by calling management office, with only one court reserved at a time. Prereserved Caloosa Racquet Club times will have precedence over individual reservations for court time.

When reserving a court, the names of the players for the court must be given. If other players are waiting for court time the players currently on the courts may not play back to back unless needed as substitute in the next group.

GUESTS

Court reservations for guests, unless playing with a member, will be taken on the day of play only, not a day in advance. All guests must register with the manager.

ATTIRE

Proper tennis attire at all times. This includes shirts for men, no bathing suits, tennis shoes only, not jogging or street shoes.

USE OF COURTS

The tennis courts are for tennis only and no other activities shall be permitted such as skateboarding or roller skating.

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9. Children shall be the direct responsibility of their parents or legal guardians, who shall supervise such children at all times while within the Marina Property. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the Marina.
10. The sidewalks, paths and entrances of the Marina shall not be obstructed or used for any purpose other than for Marina ingress and egress.
11. No pets shall be permitted in or about the Marina, except for the purpose of embarking on or disembarking from vessels docked in the Marina, during which time pets must be on leashes. Owners of pets shall promptly remove and properly dispose of any waste left by pets.
12. All refuse must be deposited in areas designated for such purpose. No refuse, trash or oil shall be thrown or pumped overboard within the Marina. Notwithstanding these rules, Lessee shall comply with the requirements imposed from time to time by Lee County for disposal or collections by the County Waste Division. All equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition.
13. All halyards shall be securely tied, all sails furled and properly covered with sail covers, and all equipment and lines properly stowed.

SAFETY

14. No vessel shall be operated in the Marina so as to create a wake, and under no circumstances shall a vessel be operated in excess of five (5) miles per hour (or such other speed as shall be posted by the Marina).
15. No open transfer of fuel is allowed from any container to any boat except for fuel transported to the Marina by fuel vendors approved by the Board for purposes of coming to the Marina from time to time to distribute and sell fuel to Lessees.
16. No flammable, combustible or explosive fluids, chemicals or substances shall be stored in any berth or in the Marina, except for use in barbecuing and in the designated areas, if any. No flammable liquids shall be brought into the Marina unless the liquid is contained in Coast Guard approved containers.
17. No motorized vehicle of any kind shall be ridden, driven, stored or otherwise permitted on the sidewalks, docks, piers or bulkheads of the Marina.
18. Lessee is solely responsible for the proper docking of vessel. Lessee is further required to maintain docking lines in good condition and to use sufficient numbers and strengths of lines to properly secure vessel at all times.
19. If Lessee plans to be absent for an extended period of time, Lessee must prepare the berth and secure the vessel and designate and furnish to the Association in writing the name of a responsible firm or individual to care for the berth and vessel during the period of absence. The Association assumes no responsibility whatsoever in the event of storms or storm warnings, to warn the Lessee or such designee, to prepare the Marina or the vessels therein, or to remove vessels to safe harborage.

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20. If a Lessee's vessel is damaged or sunk as a result of a storm or for any other reason, the Lessee must remove the vessel from the Marina within five (5) days after the occurrence of such event or the Association may remove the vessel and charge the expense of such removal to Lessee. Lessee shall, within five (5) days after receiving a statement of such expenses, reimburse the Association for any costs of removal.
21. Vessels operated during the nighttime in the Marina shall be properly equipped with navigational lights and shall be operated in accordance with all applicable provisions of the U.S. Inland Navigational Rules. Vessels shall comply with all applicable city, state, federal and international regulations pertaining to the registration and operation of vessels.

ENVIRONMENTAL

22. Lessee, at Lessee's cost and expense, shall maintain the vessel in a clean, neat, sanitary, well-maintained, attractive and seaworthy condition.
23. No Lessee may either keep or permanently install or affix a dock box or any similar storage bin in the berth area or on the boat dock adjacent to the berth without the prior written approval of the Board.
24. No carts, tables, maritime equipment or any other personal property shall be stored anywhere on the Marina property, except in the vessels, without the prior written approval of the Board. No additional lighting shall be installed on the docks by the Lessee, and no alterations shall be made to the docks. No carpeting shall be installed on the docks, including the walkways and the pilings.
25. Dock Ladders:
- A. Slip Lessee may, with written authorization of the Master Association, mount a dock ladder at their respective slip to assist in boarding and disembarking during periods of low tide.
- (1) Requests for authorization to include ladder specifications will be submitted in written form to the Marina Committee. The Marina Committee will ensure the proposed dock ladder meets the specifications contained herein. Requests that meet specifications will be forwarded to the Master Association for approval.
- (2) At the termination of the slip lease, the dock ladder will be removed from the dock and planks to which the ladder was attached and any planks modified to accommodate the ladder and the boarding process will be replaced with approved material at the Slip Lessee's expense.
- B. Dock ladders must be permanently affixed to the dock in such a way as not to limit access to the entire length of the pier. The ladder must be placed at least two-thirds of the way down the length of the pier so as not to limit reasonable access to the neighboring vessel.
- (1) Dock ladders must be made of corrosion-resistant, marine-grade aluminum alloy. Mounting hardware must be of similar or better grade material and shall consist of two 7/16 stainless lag bolts with stainless washers and two stainless 7/16 bolts with stainless backing washers on both ends of the bolts.
- (2) The approved ladder, identified as item #11715X, may be obtained at Boat/US. Ladders of the same size, design and quality purchased at another ship's chandler may also be authorized.

EXHIBIT E

PARK AND LAKE

(MASTER ASSOCIATION CONTROL)

PARK RULES

- Park open to members and guests only.
- Open dawn to dusk.
- No attendant on duty children should be accompanied by an adult.
- No motorized vehicles allowed in park.
- Parties or picnics with over 10 using the park must be registered with management in advance.
- Boats stored in the boat rack must be registered with management. The boat can remain in the boat rack until the owner gives up the space provided the boat is used by the owner on a regular basis, otherwise the boat must be removed to provide space for a regular boater.
- Boat owners not having space in the boat house will be allowed to store their boat in the rack along the park shore line between the fence on the north boundry line and boat ramp going into the lake on the south, provided space is available.
- Pets must be on a leash at all times.
- Additional rules may be posted in the park area.
- Boats stored in the boat houses or boat rack shall be in good condition. No storing of deteriorated or damaged boats or water sports equipment in the park area.

LAKE RULES

- All lakes and canals within the subject property, except for any portion of any lake or canal which is owned by any governmental authority, shall be deemed a common area regardless of the ownership thereof, for the purpose of maintenance by the Master Association. No owner shall draw water out of any lake or canal existing within the subject property for irrigation purposes for any property owned by the owner.
- No swimming allowed in any lake or canal.
- No permanent docking allowed in the lake at the common dock along the park.
- Boaters cannot fish or boat within 20 feet of residential shore lines.
- Only boats registered by an owner (one per resident except with board approval and, in any event, no more than 2 boats) can use the lake with the Caloosa permit displayed on the boat.
- Owner must register with management and get permit number to be placed on boat.
- Maximum boat length of 20' allowed in lake, electric motors only. No boats with gas or diesel engines allowed in lake. No jet skis or similar motorized craft allowed in lake.
- Waterfront property owners will be allowed to moor their boats along their property with or without a private dock provided the boat is secured to the bank in such a way to not interfere with the lawn mowing and the boat is kept in good condition.
- Fishing shall be allowed from the shoreline in the park area by all residents and accompanied guests. Fishing shall be allowed on the Isles seawalls and Isles common areas by Isles residents and guests. Fishing shall not be allowed in the Shores common areas including no fishing along the cul-de-sacs.

EXHIBIT G

THE SHORES

In addition to the rules and regulations outlined for the Master Association, the following additional rules apply to this Homeowner's Association.

NO TRADE OR BUSINESS

No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the subject property or within any lot or unit, including garage sales or yard sales.

EXTERIOR ALTERATIONS, ADDITIONS, IMPROVEMENTS OR CHANGES

No owner shall make, install, place or remove any alterations, additions, improvements or changes of any kind without approval of the Board.

LANDSCAPING

All landscaping shall be maintained by the owner of the lot in first class condition and appearance and as reasonably required, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the owner.

MAINTENANCE OF UNITS

Each owner shall maintain the unit and all improvements upon his lot in first class condition. All painted areas on the exterior of the unit shall be repainted as reasonably necessary, with colors which are harmonious with other units within the subject property.

OUTSIDE STORAGE OF PERSONAL PROPERTY

With the exception of an owner's permitted motor vehicles, and patio furniture and accessories, no personal property shall be stored outside the owner's unit.

NO TEMPORARY BUILDINGS

No out-buildings, portable buildings, temporary or accessory buildings or structures, storage buildings, sheds or tents, shall be erected, constructed or located upon any lot.

ANIMALS AND PETS

No animals, livestock or poultry of any kind shall be permitted on any lot or in any unit except for common household pets. No more than two cats or two dogs, or one cat and one dog are permitted in any unit or lot. No pet shall exceed 40 pounds in weight. Any pet must be carried or kept on a leash at all times while outside of a unit. Any household pets must not be kept or maintained for commercial purposes and must not be an unreasonable nuisance or annoyance to other residents of the subject property. The association may require any pet to be immediately and permanently removed from the subject property due to a violating of these rules.

GARAGES

Except when ingress and egress is desired, the garage doors shall remain closed. No garage shall be permanently enclosed or converted to any other use.

LEASING

Shall be allowed so long as the lease is in compliance with reasonable rules and regulations. The minimum lease term is ninety (90) days. The Board shall have the right to approve all leases prior to occupancy. Any lessee or tenant shall in all respects be subject to the rules and regulations.

NUMBER OF OCCUPANTS

There shall be no more than four (4) permanent residents of any two (2) bedroom residence, no more than six (6) permanent residents of any three (3) bedroom residence, and no more than eight (8) permanent residents of any four (4) or more bedroom residence.

SUPERVISION OF CHILDREN

It is well recognized that children under the age of 12 may become a source of annoyance to adults and may become safety hazards to themselves and other persons upon the subject property. For this reason, the activity and behavior of all children under the age of 12 upon the subject property shall be regulated and supervised by an adult, including physical supervision where necessary. No children may play or be involved in any activities, whether supervised or not, on any of the streets and on any vacant lot on the subject property for obvious safety reasons. Any member of the Board of Directors or an Officer of the Association shall at all times have the authority to reasonably require that the unit owner, his lessee, guest, or other adult who is responsible for a particular child, remove that child from any problem area if the child's conduct is such that it is in violation of this rule or that they believe the action is necessary for the safety of the child and to prevent any nuisance or annoyance to others.

MAINTENANCE LATE FEE

Maintenance fee due the first of each month. After the 10th, a \$5.00 per month penalty will be added.

SOLAR PANELS

Solar panels may be installed with Architectural Committee approval with the guidelines set by the Florida legislature.

April 9, 2001

**PROPOSED CHANGE TO RULE FOR USE OF COMMON AREAS
FOR THE SHORES ASSOCIATION**

On January 15, 2001, at the request of the CYRC Master Board, The Shores Board of Directors approved a new rule concerning the use of its common areas. This new rule was a duplicate of a rule previously passed by the Master Board. Subsequent review by outside counsel to the Master Board resulted in the rule being rewritten. The change is presented here for The Shores Board consideration.

PROHIBITION OF MOTORIZED TOY VEHICLES

~~The operation of motorized toy vehicles is prohibited in the COMMON AREAS of the SUBJECT PROPERTY. This prohibition extends to, without limitation, motorized bicycles, motorized skateboards, motorized scooters, go-carts, and similar motorized toy vehicles.~~

USE OF COMMON AREAS

The operation of any motor vehicle as defined under Chapter 322 Florida Statutes, which is compelled by any power other than human muscular power including, but not limited to, gasoline power or electric power and which further would require the operator of that vehicle while on public streets, roads and thoroughfares within the State of Florida to possess a valid driver's license shall be prohibited to be operated or used in the common areas of The Shores of Caloosa Yacht & Racquet Club, Inc. unless the motor vehicle is operated by a person with a valid driver's license and the motor vehicle complies with all prerequisites established under Florida law for operating said vehicle on public streets, roads and thoroughfares. The term "motor vehicle" extends to and includes, but is not limited to, motorized bicycles (mopeds), motorized skateboards, motorized scooters (go-peds), go-carts, golf carts and similar motorized toy vehicles. The term "motor vehicle" does not include motor wheelchairs which are operated by persons who require wheelchairs for mobility.

Approved 19 April 2001

EXHIBIT H

THE ISLES

In addition to the Rules and Regulations outlined for the Master Association, the following additional rules apply to this Condominium Association.

The rules and regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended as provided by the bylaws of the association and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall see that they are obeyed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these rules and regulations may subject the violator to any and all remedies available to the condominium association and other unit owners pursuant to the terms of the declaration of condominium, the articles of incorporation of the association, the bylaws of the association and Florida law. Violations may be remedied by the condominium association by injunction or other legal means and the association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees, in addition to any remedies or rights which the association or any unit owner may have to recover damages, costs and attorney's fees against any person violating the rules and regulations or the declaration of condominium and any of the exhibits thereto. The Board of Directors may, from time to time, adopt new rules and regulations or amend or repeal previously adopted rules and regulations. Any waivers, consents or approvals given under these rules and regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval for any other purpose other than that which is identified at the time of the giving of such waiver, consent or approval.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No unit owner or resident shall make any alteration or addition to the common elements or limited common elements, or to the exterior of his unit, or any structural modification to his unit, without the prior written consent of the Board.
2. AIR CONDITIONING: No air conditioning equipment other than equipment originally in the unit is permitted, including wall or window air conditioning units, without the written consent of the Board.
3. ANTENNAS AND WIRING: No antennas, aerials or wiring may be placed or installed on the exterior of a building or unit without the consent of the Board.
4. UNIT USE: Units shall not be used for commercial or business purposes and shall only be used as residences.
5. BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No unit owner or resident or member of his family or guest shall give orders or instructions to building employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

6. CHILDREN: Each unit owner or resident shall be solely responsible for the actions and any damage caused by his children or children visiting him. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational facilities. Children under twelve (12) years of age shall not be allowed in the pool and deck area unless accompanied by an adult at all times.

7. CLEANLINESS: Each owner or resident shall maintain his unit, and especially the exterior of his unit, in a clean and orderly manner, and in a manner which will not be offensive to any other unit owner.

8. COMPLAINTS: All complaints of unit owners or residents shall be made in writing and delivered to the manager or person designated for such purpose by the Board or to a member of the Board.

9. CONDUCT: No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the condominium property, including, without limitation, inside any dwelling units or in any common area.

10. DAMAGED COMMON ELEMENTS: The cost of repairing damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by a unit owner or resident or his guests or invitees, shall be the sole responsibility of such unit owner.

11. DELIVERIES: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

12. EXTERIOR APPEARANCE: No improvements may be made or placed upon the exterior of any unit or on any of the common elements of the condominium without the prior written consent of the Board. Any consent of the Board to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board.

13. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, including, without limitation, in any unit, storage area or common element area, except as required for normal household use.

14. FLOOR COVERING: If any unit is located above another unit, floor covering other than carpeting which is installed in areas other than a kitchen, bathroom, or hallway, must be installed with sound reducing materials approved by the BOARD to reduce noise transmitted to the lower unit created by persons walking on the floor covering.

15. GUEST OCCUPANCY: Temporary guests are permitted to reside in any unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other unit owners and permanent residents of the condominium. All temporary guests shall be required to comply with all rules and regulations of the condominium and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to limit the number of temporary guests which may reside in a unit at any time. The Board reserves the right to expel any temporary guest who violates the foregoing requirements. (Unit owner is responsible for guest.)

16. GUNS: No guns shall be permitted to be discharged on any portion of the condominium property, including the common areas and units, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns and sling shots.

17. HURRICANE PREPARATIONS: Each unit owner or resident who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by:

A. Removing all furniture, plants and other moveable objects from the exterior portion of his unit.

B. Designating a responsible firm or individual to care for his unit should the living unit suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the name of said firm or individual.

C. Any unit owner or resident failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements resulting from such failure.

18. INSURANCE RATES: No unit owner or resident shall permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property.

19. MOTORCYCLES: Motorcycles shall not be parked or placed in any area other than in designated motor vehicle parking spaces. Motorcycles shall not be driven upon common areas other than roadways and parking areas. All motorcycles shall be equipped with noise muffling equipment, and the Board shall be authorized to bar from the condominium property any motorcycle or other motor vehicle that in the Board's discretion causes unreasonable noise. Any damage done to the common elements, including but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycle causing such damage and/or the unit owner to whom the motorcycle owner was a guest or invitee.

20. NUISANCES: No unit owner or resident shall make or permit any disturbing noises any place upon the condominium property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No phonograph, television, radio, sound amplifier or other sound equipment may be played or operated in such manner that same disturbs or annoys other occupants of the condominium. Garage and yard sales are prohibited.

21. OUTDOOR CLOTHES DRYING: No outdoor clothes drying shall be permitted, and no clothing, towels or other items shall be placed or hung on the exterior of any unit.

22. OUTDOOR COOKING: No cooking or barbecuing shall be permitted in any enclosed or screened-in patio, balcony or porch. Barbecuing will be allowed in designated area in park.

23. PARKING: Parking areas upon the condominium property shall be used only by residents of the Condominium and their guests and invitees. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles commonly used as private passenger vehicles may be parked on the condominium property without the consent of the Board. Other types of vehicles, trucks and boats and trailers, may not be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld. Furthermore, no vehicle shall be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld, if commercial equipment or lettering is exposed in or upon the vehicle. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with providing services to, any unit or the condominium property. All vehicles parked on the condominium property must be in good condition and in a good state of repair. No vehicle which cannot operate on its own power shall remain on the condominium property for more than twenty-four (24) hours, and no major repair of any motor vehicle shall be made on the condominium property. In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device, anywhere on the condominium property. No motor vehicle shall be parked other than in areas designated for parking. Vehicles improperly parked

will be towed away at the expense of the unit owner or resident doing or permitting such act, and/or the owner of the vehicle. Parking spaces which are assigned to a particular unit may only be used by the residents of that unit, and their guests and invitees.

24. PASSAGEWAYS: Sidewalks, entranceways, vestibules, and all other portions of the common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

25. PERSONAL INSURANCE: Although the insurance coverage afforded through the Association provides hazard insurance for the units, such insurance does not include coverage of floor, wall or ceiling coverings, improvements made by the unit owner, or the personal property of the unit owner. Unit owners may also be responsible for the payment of any deductible under the Association's policy when damage is caused to their units or by their negligence. It is recommended that each unit owner obtain individual insurance to cover the foregoing.

26. PERSONAL PROPERTY: The personal property of a unit owner or renter shall be stored within his unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas. Bicycles may be stored under carport area.

27. PEST CONTROL: All unit owners or renters are required to permit employees of pest control companies employed by the Association, if any, to enter their units at regularly scheduled times to perform pest control services.

28. PETS: No animals, livestock or poultry of any kind shall be permitted within the subject property except for common household pets, which shall be carried or kept on a leash when outside of a unit. Any household pet must not be kept or maintained for commercial purposes and must not be an unreasonable nuisance or annoyance to other residents of the subject property. All residents shall pick up and remove any solid animal waste deposited by his pet to the subject property. The Master Association may require any pet to be immediately and permanently removed from the subject property due to a violation of this paragraph. Unit owners or renters are allowed one dog or one cat not to exceed 20 pounds in weight.

29. PLUMBING AND ELECTRICAL: Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the unit owner.

30. PLANTINGS: No plantings of whatever nature shall be made by any unit owner upon any public areas, and/or other portions of the common elements, without the prior written approval of the Board.

31. RECREATIONAL FACILITIES: Use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members. The use of the recreational facilities shall be regulated from time to time by the Board. Additional regulations shall include those that are necessary and reasonable from time to time to insure the proper use of the facilities by all of the members of the Association. Amended and/or additional Rules and Regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual unit owners to apprise themselves of same. Private use of the recreational facilities must be arranged through, and only after permission has been granted by, the Board. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and shall be responsible for any

breakage and/or damage caused. No swimming or wading shall be permitted in any lake existing within the condominium property.

32. RIGHT TO ENTER IN EMERGENCIES: In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate. Ask Manager about the Master key program.

33. ROOF: No person shall be permitted upon the roof of any building without the prior consent of the Board.

34. SALE OR LEASE APPROVAL FEE: Upon application to the Association to approve any sale or lease of a unit, the approval fee required by the Declaration of Condominium shall be Fifty (\$50.00) Dollars. (See Isles Documents for further detail.)

35. SOLICITATIONS: There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.

36. SERVICE PEOPLE: No unit owner shall permit any service people, whether for purpose of maintenance, repair, replacement or improvement, to work in his unit before 8:00 am or after 9:00 pm, except in cases of emergency.

37. SIGNS: No signs, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board.

38. SWIMMING POOL: Children under the age of twelve (12) years old are not permitted in or around the swimming pool unless accompanied by an adult. All persons must shower before entering the swimming pool, and all suntan lotions or suntan oils must be removed before entering the swimming pool. No rafts or flotation devices are permitted when others are using the swimming pool. No food or beverage is permitted in or around the swimming pool, and breakable containers are expressly prohibited. No diving is permitted in the swimming pool. Anyone using suntan lotion or oil must cover any lounge or chair they are sitting on with a towel. All infants and toddlers must wear a rubberized form-fitted or waterproof garment over a diaper while in the swimming pool.

39. TRASH AND GARBAGE: All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designed for such purposes.

40. VEHICULAR AND PEDESTRIAN TRAFFIC: All vehicular and pedestrian traffic being in and/or operating upon the condominium property shall be at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 15 m.p.h.

41. WATERBEDS: No waterbed or flotation bedding system is permitted in any unit unless and until the applicable unit owner or resident provides insurance in the Association's name in the amount deemed reasonable to protect against personal injury and property damage which may result therefrom.

42. WHEEL VEHICLES: No unit owner shall permit wheel vehicles, including but not limited to bicycles, mopeds, skateboards, carriages and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property.

43. WINDOW, DOOR AND BALCONY TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or floors or roof of the condominium buildings without the prior written consent of the Board. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches or patios except with the prior written consent of the Board. No blinds, shades, screens, decorative panels, window or floor coverings shall be attached to or hung or used in connection with any window or floor in a unit, if affixed to the exterior of a unit, without the prior written consent of the Board. Window treatment shall consist of drapery, blinds, decorative panels or other tasteful materials, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after a unit owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired. Except for white or light earth-tone window coverings, the Association has the right to require any window coverings to be removed if the color of same is unsightly in the Board's discretion. No windows shall be tinted and no tinted glass shall be installed, and no screening shall be replaced other than screening of the same material and color as originally exists, without the prior written consent of the Board.

44. PLANTS AND SHRUBS: Residents cannot add plants or shrubs to their court yard areas except plants in clay pots. Such pots must be on the ground and must be maintained by the residents. Lawn maintenance crew will not be held responsible for damage to said pots or plants during routine maintenance. Any other landscaping must be presented to the board of directors for approval.

45. UPSTAIRS REAR PORCHES: No river rock or carpet may be used as floor coverings for upstairs porches.

46. HURRICANE SHUTTERS: The installer must be required to caulk fasteners with urethane caulk and framing members on the floor must provide for the run off of rain water (weep holes).

EXHIBIT I

THE ISLES II

ISLES II OF CALOOSA'S RULES AND REGULATIONS ARE IDENTICAL TO THE ISLES I WITH THE FOLLOWING EXCEPTION:

PETS: Except with the written consent of the BOARD, which may be granted or withheld in the BOARD'S sole discretion, only 2 cats, or 2 dogs, or 1 cat and 1 dog, shall be permitted in any UNIT. Any dog must not be over 12 inches tall at the shoulder. In addition, fish, birds, and other small animals are permitted as long as they are not kept for commercial purposes, and are exclusively and continuously confined to cages, tanks, or other similar enclosures. All other pets are prohibited. No pet is permitted which creates an unreasonable source of noise or annoyance to the residents of the CONDOMINIUM. No pet may be kept outside of any UNIT in the absence of any resident of the UNIT. The BYLAWS or the Rules and Regulations of the ASSOCIATION may further provide for reasonable rules and regulations regarding pets.

EXHIBIT J

THE RIVERSIDE

In addition to the rules and regulations outlined for the Master Association, the following additional rules apply to this Homeowner's Association.

NO TRADE OR BUSINESS

No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the subject property or within any lot or unit, including garage sales or yard sales.

EXTERIOR ALTERATIONS, ADDITIONS, IMPROVEMENTS OR CHANGES

No owner shall make, install, place or remove any alterations, additions, improvements or changes of any kind without approval of the Association.

LANDSCAPING

All landscaping shall be maintained by the owner of the lot in first class condition and appearance and as reasonably required, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the owner.

MAINTENANCE OF UNITS

Each owner shall maintain the unit and all improvements upon his lot in first class condition. All painted areas on the exterior of the unit shall be repainted as reasonably necessary, with colors which are harmonious with other units within the subject property.

OUTSIDE STORAGE OF PERSONAL PROPERTY

With the exception of an owner's permitted motor vehicles, and patio furniture and accessories, no personal property shall be stored outside the owner's unit.

ANIMALS AND PETS

No animals, livestock or poultry of any kind shall be permitted on any lot or in any unit except for common household pets. No more than two cats or two dogs, or one cat and one dog are permitted in any unit or lot. No pet shall exceed 40 pounds in weight. Any pet must be carried or kept on a leash at all times while outside of a unit. Any household pets must not be kept or maintained for commercial purposes and must not be an unreasonable nuisance or annoyance to other residents of the subject property. The association may require any pet to be immediately and permanently removed from the subject property due to a violating of these rules.

GARAGES

Except when ingress and egress is desired, the garage doors shall remain closed. No garage shall be permanently enclosed or converted to any other use.

LEASING

Shall be allowed so long as the lease is in compliance with reasonable rules and regulations. The minimum lease term is ninety (90) days. The Board shall have the right to approve all leases prior to occupancy. Any lessee or tenant shall in all respects be subject to the rules and regulations.

NUMBER OF OCCUPANTS

There shall be no more than four (4) permanent residents of any two (2) bedroom residence, no more than six (6) permanent residents of any three (3) bedroom residence.

FENCES

No fences are permitted on any lot.

AIR CONDITIONING UNITS

Only central air conditioning units allowed. No window or wall air conditioning units allowed.

TRUCKS

All trucks must be kept inside the garage.

TRANSFER OF PROPERTY

The Association may require an application/approval to convey property within Caloosa Yacht & Racquet Club. Check with manager for current rules.

EXHIBIT K

THE HARBOURSIDE

In addition to the rules and regulations outlined for the Master Association, the following additional rules apply to this Homeowner's Association.

NO TRADE OR BUSINESS

No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the subject property or within any lot or unit, including garage sales or yard sales.

EXTERIOR ALTERATIONS, ADDITIONS, IMPROVEMENTS OR CHANGES

No owner shall make, install, place or remove any alterations, additions, improvements or changes of any kind without approval of the Association.

LANDSCAPING

All landscaping shall be maintained by the owner of the lot in first class condition and appearance and as reasonably required, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the owner.

MAINTENANCE OF UNITS

Each owner shall maintain the unit and all improvements upon his lot in first class condition. All painted areas on the exterior of the unit shall be repainted as reasonably necessary, with colors which are harmonious with other units within the subject property.

OUTSIDE STORAGE OF PERSONAL PROPERTY

With the exception of an owner's permitted motor vehicles, and patio furniture and accessories, no personal property shall be stored outside the owner's unit.

ANIMALS AND PETS

No animals, livestock or poultry of any kind shall be permitted on any lot or in any unit except for common household pets. No more than two cats or two dogs, or one cat and one dog are permitted in any unit or lot. No pet shall exceed 40 pounds in weight. Any pet must be carried or kept on a leash at all times while outside of a unit. Any household pets must not be kept or maintained for commercial purposes and must not be an unreasonable nuisance or annoyance to other residents of the subject property. The association may require any pet to be immediately and permanently removed from the subject property due to a violating of these rules.

GARAGES

Except when ingress and egress is desired, the garage doors shall remain closed. No garage shall be permanently enclosed or converted to any other use.

LEASING

Shall be allowed so long as the lease is in compliance with reasonable rules and regulations. The minimum lease term is ninety (90) days. The Board shall have the right to approve all leases prior to occupancy. Any lessee or tenant shall in all respects be subject to the rules and regulations.

NUMBER OF OCCUPANTS

There shall be no more than four (4) permanent residents of any two (2) bedroom residence, no more than six (6) permanent residents of any three (3) bedroom residence.

FENCES

No fences are permitted on any lot.

AIR CONDITIONING UNITS

Only central air conditioning units allowed. No window or wall air conditioning units allowed.

TRUCKS

All trucks must be kept inside the garage.

TRANSFER OF PROPERTY

The Association may require an application/approval to convey property within Caloosa Yacht & Racquet Club. Check with manager for current rules.

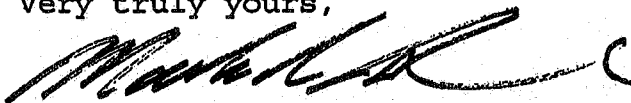
Caloosa Yacht & Racquet Club Members
March 16, 2001
Page 2

Rule under USE OF COMMON AREA changed completely:

The operation of any motor vehicle as defined under Chapter 322 Florida Statutes, which is compelled by any power other than human muscular power including, but not limited to, gasoline power or electric power and which further would require the operator of that vehicle while on public streets, roads and thoroughfares within the State of Florida to possess a valid driver's license shall be prohibited to be operated or used in the common areas of CYRC Master Association, Inc. unless the motor vehicle is operated by a person with a valid driver's license and the motor vehicle complies with all prerequisites established under Florida law for operating said vehicle on public streets, roads and thoroughfares. The term "motor vehicle" extends to and includes, but is not limited to, motorized bicycles (mopeds), motorized skateboards, motorized scooters (go-peds), go-carts, golf carts and similar motorized toy vehicles. The term "motor vehicle" does not include motor wheelchairs which are operated by persons who require wheelchairs for mobility.

Please let us know if you have any questions.

Very truly yours,



Mark R. Benson, PCAM®

dmr

CYRC MASTER ASSOCIATION, INC.

C/O BENSON'S, INC. AAMC®
Accredited and Certified Community Association Managers
12650 WHITEHALL DRIVE, FORT MYERS, FLORIDA 33907-3619
941-277-0718 FAX: 941-936-8310
E-Mail: bcam@bensonsinc.com
Web Site: www.bensonsinc.com

Board of Directors:

William T. Schmitt, Jr., President
Marguerite F. Bradley, Vice President
Martin Frelling, Secretary/Treasurer
John B. Murtha, Director
James Witzberger, Director

March 16, 2001

Dear Caloosa Yacht & Racquet Club Members,

In response to suggestions that the Rules recently adopted were not meeting the intent of what was trying to be accomplished, the Association has adopted changes to the Rules as follows:

Use of the COMMON AREA recreation facilities, including the pool, pool areas, tennis courts, park, fishing dock and lakes, shall be limited exclusively to resident, OWNERS OR MEMBERS, associate members (full social members, and their invited guests).

Any invited guests using the recreational facilities must be either (a) an overnight guest at the UNIT of a MEMBER or resident, or (b) accompanied at all times by a MEMBER or resident or an associate member. For purposes of this rule, "resident" means a natural person ~~an adult~~ who resides in Caloosa Yacht & Racquet Club either on a full-time or seasonal basis; or is an OWNER in Caloosa Yacht & Racquet Club; or occupies a unit in Caloosa Yacht & Racquet Club under an approved lease. Notwithstanding the foregoing, resident children under the age of twelve (12) may not use the pool, pool areas, fishing dock or lakes without being accompanied by and under the direct control and supervision of an adult at all times. Social members (i.e., those with restaurant privileges only) are not permitted to use recreational facilities, unless accompanied by a MEMBER, resident or an associate member.

FINES

The association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provisions of the declaration, the association bylaws, or reasonable rules of the association. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after given reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied.

SOLAR COLLECTORS

Solar collectors meeting all governmental guidelines for residential use, which are designed or used for collection of or heating by solar energy may only be located on the roof of a residential dwelling not exceeding three stories in height and only if the solar collector has an orientation to the south or within 45 degrees east or west of due south. Plans and specifications of any solar collectors to be installed must be submitted to the Master Association, fully describing in detail the improvement to be made including, but not limited to all materials, equipment, and colors to be used. The Master Association shall have complete discretion to approve or disapprove any plans and specifications on the grounds of exterior aesthetics, such approval not to be unreasonably withheld.

SUPERVISION OF CHILDREN

The Board requests that the activity and behavior of all children under the age of 12 upon the SUBJECT PROPERTY be regulated and supervised by an adult, including physical supervision where necessary. No children may play, whether supervised or not, on any parking lot, in the Marina area and on any vacant lot on the SUBJECT PROPERTY for obvious safety reasons.

UNIMPROVED LOTS-PARKING & STORAGE

No members or their guests or invitees or any other persons shall park any motor vehicle or bicycle on any unimproved lots within the SUBJECT PROPERTY whether or not such unimproved lot is owned by such member of the Association, without the prior written consent of the Association. No members, member spouses, or their guests or invitees or any other persons shall store any personal property whatsoever on any unimproved lots within the SUBJECT PROPERTY whether or not such unimproved lot is owned by such member of the Association, without the prior written consent of the Association.

CLUBHOUSE PARKING

Parking in the clubhouse, marina, and pool areas is allowed only while utilizing those amenities. No other parking is permitted.

outside of a UNIT. A boat may not be kept outside any UNIT for more than (1) one hour for ingress and one (1) hour for egress during any twenty-four (24) hour period. If a boat is stored in a garage, the garage door must be kept fully closed at all times. The Board is authorized to assess reasonable fines for repeated violations of this provision. Fine for violation-\$100.00.

OUTSIDE ANTENNAS

No outside antennas or signal-receiving or sending dishes or stations are permitted.

VEHICLES

Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the subject property unless kept within a garage. No vehicle shall be parked outside of a unit overnight or more than four hours of any day if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is exposed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. The Board has assessed a \$100.00 fine each violation of this rule. No private passenger vehicles may be parked in street areas for over 24 hours. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the subject property. All vehicles parked within the subject property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the subject property for more than 24 hours and no repair of any vehicle shall be made on the subject property. No vehicle shall be parked on a grassed area. Any vehicle in violation of rules will be towed away at owner's expense. The use of motorcycles, mopeds, motor bikes and motor scooters shall be limited solely to direct ingress or egress of subject property and shall not be used to otherwise ride around the streets therein. Special permission may be obtained from management to park a recreational vehicle overnight for guests traveling in such a vehicle. The vehicle shall be parked in an area designated by management. The speed limit for all roads within the community shall be the same as posted on Caloosa Yacht & Racquet Club Drive.

TRASH

No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any property except in closed dumpsters or other sanitary garbage collection facilities. All dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate so as to be detrimental to the surrounding area. Garbage bags or private trash containers cannot be placed outside prior to 7:00 pm on the day before the scheduled day of collection, and any trash containers must be removed on the collection day.

BASKETBALL BACKSTOPS

No outside basketball backstops or hoops shall be attached to any home or garage, or installed on any outside post. No other outside recreational fixtures such as posts or nets shall be installed outside of a unit.

ADDITIONS & ALTERATIONS

Each owner agrees that no building, landscaping, or improvement, or change or alteration shall be made without approval of the Master Association.

USE

Units shall be used for residential purposes only.