

## EXHIBIT “A”

### BAY PORT COLONY PROPERTY OWNERS ASSOCIATION, INC. GENERAL COMMUNITY RULES

#### DEFINITIONS

All defined terms contained in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Bay Port Colony Property Owners Association, Inc., recorded in O.R. Book 17634, Page 772 of the public records of Hillsborough County, Florida, as amended from time to time (the “Declaration”) shall serve as the defined terms for these General Community Rules and Regulations as well. Where a conflict arises, in these General Community Rules and Regulations with the Declaration, Bylaws, or Articles, the Declaration, Bylaws, or Articles shall take precedence over the conflict with the Rules and Regulations. Unless provided otherwise, capitalized words and expressions used in this Exhibit shall have the following meanings:

- “**Access Device**” refers to any device issued by the Community or Board to a Member that grants access to Community property that is otherwise restricted from general public access such as the tennis courts, boat lift, or roadway gates. An Access Device can be, but is not limited to, a traditional key, electronic key fob, or barcode decal.
- “**Affiliates**” are Members of neighborhoods that have contracted including payment with the Association for use of selected amenities.
- “**Annual Dues**” or “**Dues**” refer to the total amount of annual fees owed by the Owner of record of any property located within the Community to the Community for access and rights to the use of Community Property or entitlements.
- “**ARC**” or “**Architectural Review Committee**” refers to the Community committee that reviews applications and adherence to Community rules related to maintenance, landscaping, and renovations of all properties located within the Community, including Sub-Associations.
- “**Association**” means Bay Port Colony Property Owners Association, Inc.
- “**Assessment**” or “**fee**” means a sum or sums of money payable to the Association, to the developer or other owner of common areas, or to recreational facilities and other properties

serving the parcels by the owners of one or more parcels as authorized in the governing documents, which if not paid by the owner of a parcel, can result in a lien against the parcel.

- **“Board”** refers to the members of the Association’s Board of Directors.
- **“Boardwalk and Catwalk”** A wooden walkway for handling pedestrians.
- **“Bar Code Decal”** refers to the decal that is issued to Members for registered vehicles to enter the community using the Member Only gate.
- **“Common area”** or **“Community Property”** or **“Community Land”** or **“Recreational Area”** means all real property within a community which is owned or leased by an association or dedicated for use or maintenance by the association or its members, including, regardless of whether title has been conveyed to the association:
  - Real property the use of which is dedicated to the association or its members by a recorded plat; or
  - Real property committed by a declaration of covenants to be leased or conveyed to the association.
- **“Community”** means the real property that is or will be subject to the Association’s Governing Documents. The term “Community” includes all real property, including undeveloped phases, that is or was the subject of a development-of-regional-impact development order, together with any approved modification thereto.
- **“Deposit”** refers to the initial payment required for certain aspects of the Community, such as a Member’s Access Device or Bar Code Decal.
- **“Dock”** A structure for the handling and docking of boats.
- **“Good Standing”** refers to being paid in full with respect to all monetary obligations due to the Association, including assessments, fees, and fines, and in compliance with all Community Rules.
- **“Governing Documents”** include the Association’s Articles of Incorporation, Bylaws, Declaration, Rules and Regulations and Policies, as same may be amended from time to time. **“Grandfathering”** is the continued use of property as it was when or before related rules, regulations, and restrictions were developed. Examples of grandfathered situations (i.e. fencing, propane tanks, dock/lifts, etc.) may have arisen from actions while a community was still under developer control or from approved requests that were implemented before subsequent rule, regulation, or restriction modification.

- **“Lot” shall refer to any parcel of real estate within the Community, together with the residence and improvements constructed thereon.**
- **“Master Association”** refers to the Bay Port Colony Property Owners Association, Inc.
- **“Member”** shall mean the record owner, whether one or more persons or entities, of any parcel of real estate within the Community.
- **“Member and their Assignees”** or **“Member and their Invitees”** refers to the responsibly of the property owner of record for the actions or inactions of others that are in the community as a result of their association. This includes, but is not strictly limited to, family members, guests, leasees, associates, employees, contractors, or direct contacts.
- **“No Wake Zone”** In Florida Boating Restricted Area, Idle speed – no wake per Chapter 68D – 24, F.A.C.
- **“Owner”** or **“Property Owner”** shall mean the record owner, whether one or more persons or entities, of any parcel of real estate within the Community.
- **“Residence”** shall refer to the dwelling constructed on a Lot.
- **“Sub-Association”** is any association that forms part of the larger Master Association.
- **“Sports Court(s)”** includes the community tennis courts and basketball courts.
- **“Tailgating”** is when a second vehicle attempts to enter through the gate using the prior cars access.
- **“Villages of Bay Port”** or **“Bay Port”** or **“Bay Port Colony”** refers to and encompasses the Association and all Sub-Associations.
- **“Waterway(s)”** include, but are not limited to the community lakes, canals, dams and connecting devices of all common waterways.
- **“Vehicle(s)”** means, but is not limited to, cars, boats, golf carts, trailers or any other motorized transportation.
- **“Vessel(s)”** means, but is not limited to, boats, pontoon boats, yachts, jet skis, sea-doo, sprite, or any other motorized recreational vehicle made for use on the water.

## **COMMUNITY RULES**

### **A. General**

1. All use of Lots and Community Property within the Villages of Bay Port is subject to these Rules as specified herein.

2. All residences must be used as single-family residences only. Business usage incidental to single-family residential use which is neither the primary nor the sole use of the residence is permitted, provided that the incidental business use cannot be detected by sight, sound or odor from outside of the residence and the incidental business use does not require customers, clients or employees who do not reside in the residence to enter the subdivision, or independent contractors who will provide services to the business within the single-family residence other than for the purpose of making deliveries, such as FedEx or UPS, or who provide services such as repairs to equipment within the residence.
3. Owners are limited to no more than two (2) garage and/or lawn sales no more than two (2) consecutive days each per calendar year. Owners seeking to host a garage sale, outside of any HOA organized community commercial event, must provide the HOA management company prior notice of such activity at least 48 hours in advance.
4. No obnoxious or offensive action of any kind whatsoever shall be carried on upon any property nor shall any act thereon be permitted that may become an unreasonable annoyance or nuisance to any other resident. Nuisances include, but are not limited to, excessive noise, bright lights, odors, decorations, unsightly yard waste, etc.
5. Solicitation of any manner in common areas or door to door at private residences is considered a nuisance and is strictly prohibited. Such solicitation can include businesses, personal services, and political campaigning. Mass community emails utilizing any email list compiled or maintained by the Association is strictly prohibited without Board approval.
6. The Association is not responsible for injury or lost or damaged personal property.
7. The Association may seek damages, including fines and legal fees, from anyone who violates Association rules and/ or causes damage to property. See Section P: Fines and Violation Enforcement for additional details.
8. Members are responsible for the actions of their invitees, which may include, but are not limited to, family members, tenants, guests, assignees and contractors.
9. Amenities (i.e. sports courts, waterways, boat lift, and playground) are to be used only by Members who have met all monetary obligations to the Association (whose privileges have not been suspended), their family members, tenants, guests, and

invitees. Use by others shall be deemed a trespass and a violation of those rules. Members are responsible for Assignees that violate these rules and the Member and/or the Assignee can also be subject to the related fines and penalties.

10. All amenities are to be used for the purpose for which they were designed and intended. All other uses are prohibited. Any use of any amenity which is deemed to be dangerous or a nuisance is prohibited.
11. Rule violations may result in loss of use of privileges for a period of up to ninety (90) days for the Member and their Assignees.

## **B. Architectural Review Committee “ARC”**

1. All lot modifications are subject to review and approval of the ARC. The committee shall consist of a minimum of 3 members and will be responsible for approval of new requests as well as current compliance enforcement.
2. New construction and modifications for any residence and any change in the appearance of the exterior of any existing residence are subject to ARC approval.
3. New construction and modifications must be submitted for driveway surfacing, paint schemes, mailboxes, roofing material, screening and walls, fencing, and drainage plans. The ARC may request additional information and specifics to ensure the residence is in compliance. Detached structures are not permitted.
4. Construction plans for remodeling or modifying the exterior elevation of an existing residence must be submitted to the ARC, including but not limited to:
  - a. Resurfacing of the driveway, re-roofing in different materials or color than originally approved, the addition of walls, fences, screening, or awnings and the construction of any structure such as a gazebo or large playground structure or similar outbuilding.
  - b. Pool, spa and enclosure plans for both new and existing residences regardless of when the initial residence was constructed;
  - c. Boardwalks and boat dock plans for both new and existing residences regardless of when the initial residence was constructed. All boardwalk and boat dock additions are subject to ARC approval and must adhere to the setback

requirements with the lift parallel to the seawall; gazebo roofs must match residence.

- d. Any and all exterior repainting of an existing residence, unless the originally approved color scheme is retained;
  - e. Any modification of an existing mailbox, except that mailboxes may be repainted as necessary in the original color scheme and repaired without ARC approval. Replacement of a mailbox requires ARC approval;
  - f. Any exterior lighting addition or modification in which any portion of the lighted zone might encroach upon an adjacent lot;
  - g. The temporary placement or storage upon any lot of a shipment container or “POD” requires ARC approval. Residents requesting these items must specify a duration of time the temporary storage or container is needed. ARC approval must include the duration of allowance, but the duration may not exceed one-month, per ARC approval.
5. Deed restrictions will govern and control in all cases under consideration by the ARC.
  6. The ARC may establish reasonable time periods for the start and completion of any approved project. In the absence of a specified time, the proposed project, if approved, must be completed within twelve (12) months from the date of approval. The ARC may extend the date for completion for any project which is timely started upon the written request of the Member. ARC approval for any project which is not timely started or timely completed shall be deemed withdrawn.
  7. There may be up to sixty (60) days required for ARC approval. Pre-approvals will be provided at the earliest opportunity.

### **C. General Architectural Control**

1. Window air conditioners are not permitted.
2. Residential garage doors shall remain closed at all times except for reasonable periods for egress and ingress or home maintenance.
3. All driveways shall be of concrete or pavers only.

4. Tile roofs (concrete, clay or tile look, keeping with neighborhood aesthetics) are required in Bayside. Tiles (or tile looking) or asphalt shingles (or asphalt looking) are allowed in Bayport.
5. Exterior home color schemes (for roofs, exterior paints, driveway materials, etc.) must be in keeping with the aesthetics of the community and generally derived from nature. Extreme colors (such as, but not limited to, neon or pastels) are prohibited.
6. All residences must display a house number visible from the street either directly attached to the house or mailbox.
7. Effective March 1, 2000, all new installations of gas and propane tanks must be installed underground by a licensed contractor. After March 1, 2000, new above ground installations of gas and propane tanks are prohibited.
8. No exterior storage sheds are permitted.
9. No outside storage of any type is permitted except in the case where construction material is temporarily stored on site only during that period required to complete property modifications of construction which has been approved by the ARC.
10. No permanent clothes lines or clothes drying stands are permitted.
11. No portable, attached, or in-ground sports nets (i.e. basketball hoops, soccer, volleyball or hockey nets, lines or equipment) are permitted.
12. No dumping of any type of debris is permitted upon common grounds, waterways, or the wetland areas.
13. Members are strictly prohibited from feeding any wildlife within the community, particularly to discourage feral cats and invasive species such as, but not limited to, Muscovy ducks, fish or turtles.
14. No pollutant, pesticide, trash, or waste matter may be permitted to enter any Waterway.

#### **D. Maintenance**

1. All residences shall be maintained in conformity with the standards of the entire community. Including, but not limited to, lawns (which includes the median between the sidewalk and the street), sprinklers, mailboxes, all structures, roofs, fascia, stucco, facades, docks, exterior walls, windows, boardwalks, fences and barriers, plantings,

hedges, paint, lighting fixtures, screen enclosures, doors, garage doors, concrete walkways, docks, seawalls, pools, or property adjacent to seawalls. Driveway surfaces, patios, pools, and all other improvements shall be maintained by the owner of the Lot at all times. Lawns and all landscape areas will be kept neatly trimmed and edged to reflect a manicured appearance and shall be fertilized and treated for pests and diseases as needed. Lawns and plantings shall be watered as necessary in compliance with watering restrictions. Plugging of lawns in areas in excess of 10 square feet is prohibited. Grass lawns are required. Rock, gravel, and/or mulched beds cannot exceed 30% of the remaining lot area.

2. Vacant Lots shall be cut as necessary when the height of any part of the grass or weeds exceeds twelve (12) inches. The Lots must be kept neatly edged along the street curb and all soil runoff shall be cleaned from curbs. No debris of any type may be stored or kept upon any Lot. Imported fill of any type is not permitted upon the Lot unless written approval has been first obtained from the ARC.
3. All lawns within the community will be watered by an irrigation system, providing irrigation to all landscaped portions and to maintain the lawn and landscaping in a condition which is consistent with the norm of the community.
4. Except for regular collection and disposal, no rubbish, trash, garbage or other waste material or accumulation may be kept, stored or permitted to remain anywhere within the Property, sidewalks, or community areas, including waterways, except inside the Improvements on a Lot or in closed containers completely concealed from view.
5. Plywood, masking tape and all other devices or materials which may be installed for "hurricane protection" shall not be installed or allowed to remain in place except up to 72 hours before and after a storm watch or storm warning has been issued by the National Weather Service.
6. Hedges and landscaping may not block the neighboring views. Hedges and landscaping may be between homes, including screened enclosures and patios.
7. All lawns within the community are prohibited from using fertilizers containing nitrogen and/or phosphorus between June 1<sup>st</sup> and September 30<sup>th</sup>. All fertilizers are prohibited from being applied within 10 feet of a body of water or applied to impervious



surfaces, such as roads, driveways and sidewalks. Any excess must be cleaned from such surfaces immediately.

8. An owner's failure to comply with any of the above lot maintenance requirements may result in the Association exercising its rights pursuant to Section 9 of the Declaration to perform the required maintenance and charge the cost of same to the owner as an assessment.

#### **E. Vehicles**

1. Vehicles parked on driveways and along community streets must be operable and shall display current vehicle license tags. For purposes of this section, a vehicle is deemed to be "operable" if it is suitable for lawful operation on highways within the State of Florida.
2. Commercial vehicles shall not be parked on any street or driveway within the Community, except when present to provide service to the property and then only for as long as required to provide the service or delivery to the property or completely concealed from view in a garage. A commercial vehicle is a vehicle bearing signage, colors, lettering, a logo, tools or equipment identifying the trade or occupation of the owner or operator of that vehicle. For purposes of this rule, police cars and military vehicles are not deemed to be commercial vehicles. Passenger automobiles or pickup trucks rated at 1 ton or less owned by a resident of the Villages of Bayport with magnetic signage that has been removed when the vehicle is parked within the subdivision shall not be deemed to be a commercial vehicle.
3. Vehicles are not permitted to be parked upon any driveway, Lot or on any community street displayed as "For Sale". Such "For Sale" signs and markings must be removed when the vehicle is within the subdivision and in view from the street or from any other Lot.
4. Vehicles may be parked upon roadways on a temporary basis not to exceed 24 hours provided that the vehicle does not obstruct traffic or ingress or egress to or from any Lot. No parking is allowed across sidewalks or directly across the street from any single-family residence driveway entrance, unless that driveway lets out into a cul-de-

sac. No vehicle shall be parked in such a manner or location which blocks or obstructs use of the sidewalk by pedestrians.

5. Vehicles are not permitted to park upon grassed areas of any Lot, yard, or common area. Vehicles owners are monetarily responsible for damages to common area caused by their vehicle. Any vehicle parked upon common area other than in a designated parking space is subject to being towed.
6. Major repairs and mechanical maintenance of vehicles including, but not limited to, cars, boats/ trailers are not permitted upon any driveway or roadway. Repairs are not permitted upon any Lot within street view except in the case of an emergency repair to return the vehicle to operation in a timely manner (within 24 hours).
7. Vehicle covers are not permitted upon vehicles which may be viewed from the street, except when parked in a garage.
8. Boats and/or trailers are not permitted to be parked upon roadways without prior written approval from the Board. Boats are not permitted to be docked on any area or seawall other than the owner's property.
9. Except as provided herein, no boat, trailer, recreational vehicle or camper may be parked on any lot, driveway or street within the Villages of Bay Port except except for loading or unloading for a maximum of 24 hours.

#### **F. Pets**

1. Owners, tenants, and affiliates are responsible to control their pets and to clean up after their pets.
2. Only customary pets, such as non-aggressive dogs and domesticated house cats, shall be permitted upon any property or Lot within the Villages of Bay Port. No livestock, pigs, goats, wild animals or exotic pets shall be permitted to be kept upon any property or Lot. No practice of husbandry or breeding of animals is permitted.
3. Pets are prohibited on the sports courts and playgrounds, with the exception of licensed service or support animals.
4. Owners and tenants are to control dog barking and loud pet noise so as to not be a nuisance to their neighbors.

5. Dogs must be leashed with the exception of a Members backyard or confined within the dog park.
6. Regardless of location, including but not limited to the concrete part, along sidewalks and streets and yards, Members and their tenants or guests are required to clean up after their pets to prevent run-off into our community waterways. Members must dispose of pet waste properly and must not dispose of the waste in storm drains, canals, or waterways.
7. All pet owners shall follow all Hillsborough County Animal Ordinances including, but not limited to, leashes, animal-at-large, registration and license, and vaccinations. Should Hillsborough County establish a more restrictive animal ordinance, such restriction shall supersede those herein.

#### **G. Tennis Courts**

1. Only tennis players are allowed on the courts.
2. Children under nine (9) years old must be attended at all times by a responsible person over thirteen (13) years old.
3. All litter is to be placed in trash containers.
4. When play is finished, the gate must be closed and locked.
5. Courts are open from sunrise to 10:00 PM
6. Time limits:       Doubles - 2 hours  
                              Singles - 1 ½ hours
7. Paid instructors/trainers must be registered with the Association, shall have, maintain and provide copies of occupational and professional licenses (if any exist for that activity), and proof of general liability insurance. If an instructor/trainer provides tennis lessons more than any part of two days in any 30 day period, he or she shall designate the Association as an additional insured on their general liability insurance policy and provide coverage of not less than \$300,000.00. Instruction/coaching by a paid instructor/trainer is limited to one (1) hour lessons with no more than two (2) consecutive lessons when all courts are full when other members present are awaiting courts to open.

8. One access device to the tennis courts may be issued to each Member in good standing (whose privileges have not been suspended) upon payment of a deposit. Replacement of lost access device will result in forfeiture of deposit and a payment of the non-refundable fee for a replacement key and a new deposit fee. Access devices may not be loaned to anyone nor duplicated. Access devices must be returned to the issuing office upon sale of a residence. The deposit shall be refunded upon return of the access device. See Tennis Court Rules and Agreement for additional details.

## **H. Playgrounds & Sports Courts**

1. Children under nine (9) years old must be attended at all times by a responsible person over thirteen (13) years old
2. No alcohol, smoking or possession/ use of illegal drugs is permitted
3. No open fires permitted
4. Litter must be placed in trash containers
5. Parks and Sports Courts are open from Sunrise to Sunset, except Tennis courts which are open until 10:00PM.
6. Members may only park in the playground and sport court parking lots while the owner of the car is using the park or sports court. Any cars that are parked overnight or for periods longer than 24 hours will be towed at the owner's expense.

## **I. Waterways**

1. All Members have easement rights throughout the community lakes, canals and all waterways within the Villages of Bay Port.
2. The community lakes, canals and all waterways are collectively referred to herein as "Waterway(s)".
3. If any waste or trash collects along an Owner's seawall or dock, it is the responsibility of the Owner to maintain a clean waterway. It is the responsibility of all Members to ensure the Waterways are well-maintained and free from trash and/or hazardous waste or materials.
4. No foreign trash, or organic material including fertilizer, nutrient, grass clipping, dead plant material and soil composition matter shall be permitted to enter any Waterway.

5. No animal life or plant life may be introduced into any Waterway without written approval of the Board.
6. No water, plant life or grass carp shall be removed from any Waterway without Board approval. No water shall be drained from any Waterway in the community.
7. Cast netting or netting of any type is prohibited in any Waterway in the community.
8. All Waterways are no wake zones. Vessel owners are responsible for damage caused by their wake.
9. Swim at your own risk in any Waterway or pond. Waterways are not suitable for swimming.
10. No private boathouses are permitted.
11. Any structure extending beyond sea walls and projecting over any Waterway must be approved by the ARC. All docks, lifts, boardwalks, decks, gazebos, and related structures will be serviceable and in good condition at all times. Docks may extend up to twenty (20') feet out into the Waterway from the seawall. In Bayport, docks may be no closer than three (3') feet from the side property line. In Bayside, docks may be no closer than fifteen (15') feet from the side property line. Any dock, boardwalk, or catwalk to be upgraded with ARC approval and not presently within the setback requirements must abide by the setback requirements and the lift must be parallel to the seawall.
12. No tarps, coverings, roofs, or permanent structures (i.e. boat houses) may be used to cover boats or boatlifts, other than fitted boat covers. Roofs of dock gazebo must match residence and adhere to ARC roof guidelines.
13. All Owners with a seawall on their lot are required to maintain, repair and replace their seawalls as needed.
14. All vessels upon the Waterways must be operable, display current state registration, and display a current Association registration decal if decals in effect. Non-operable vessels must be removed or repaired within 30 days.
15. No vessel may impede upon easement rights. A sunken vessel or any navigational hazard shall be immediately salvaged and removed by the owner thereof.
16. Between sunset and sunrise all docked vessels must be docked parallel to existing seawalls or held within Association approved boat slips in such a manner as to

minimize collisions of vessels within the Waterways during periods of darkness. The Association may impose additional, reasonable restrictions on a case by case basis upon individual vessels.

17. No vessel shall discharge waste into any Waterway.
18. Air boats and sea planes are not permitted upon any Waterway.
19. No buoy, marking, mooring, or anchorage may be established in any Waterway unless approved in writing by the Board.
20. Any damage caused to community fountain or aerators (by anchoring, fishing or otherwise) will be reimbursed at the vessel or property owner's expense.
21. Owners are responsible to secure all furniture or accessories located on docks and seawalls to prevent any items from entering the waterways.

#### **J. Boatlift Operations**

1. All vessels using the lift must be insured with proof of current insurance and registration on file with the Property Manager at Owner's responsibility.
2. No one under the age of seventeen (17) is permitted to operate the lift.
3. The boatlift will be used to lift boats with conventional "V" hulls. Permission must be obtained from the Board or its designee prior to using the lift to transport unusual hulls such as rafts, barges, pontoon boats, houseboats, wave runners, jet skis, or any hull which because of its design may damage the lift. The lift will be used to raise and lower boats only. Slings will not be tied or wired together to accommodate unusually shaped vessels.
4. The vessel weight shall not exceed 25,000 pounds gross due to boat lift limitations. The size of the boat which the boatlift can accommodate does not necessarily mean that Waterways or clearance under the bridge will accommodate the same dimension due to water level fluctuations.
5. Persons using the boatlift are not permitted on spreader bars or slings. There shall be no manipulation of the boatlift spreader bars, slings or pins.
6. Passengers are not permitted in or on any vessel while the vessel is carried by the sling system per OSHA regulations.

7. All persons using the boatlift do so at their own risk and shall prior to such use provide a written statement indemnifying and holding harmless the Association, its Board and Manager, from any and all liability caused by such person's negligence and from any and all liability, loss, damage, expense, causes of action, lawsuits, claims or judgments including, but not limited to, attorney's fees and costs, arising from death, injury to any person or property resulting from or based upon negligent use or operation of the boatlift and shall, at their cost and expense defend any and all claims or suits which may be brought against the Association, its members, officers, directors, manager, agents and assigns. All Members wishing to obtain an access device to the lift shall execute a Boatlift Rules and Regulations Agreement. Only persons who have executed a Boatlift Rules and Regulations agreement shall operate the boat lift.
8. Minor boat maintenance can be performed on the lift on (non-holiday) weekdays Monday through Thursday only. A reservation for use of lift for maintenance must be made in advance with the Waterways Director. Minor maintenance is defined as changing propellers, servicing outdrives, oil change, lubrication, hull cleaning (biodegradable soaps only) and similar preventative tasks. Minor boat maintenance on the lift is prohibited on Fridays, weekends and on holidays.
9. No hull painting is permitted nor shall any paint or caustic substance be brought upon the lift property.
10. No barnacle removal, bottom scraping or sanding is permitted on the lift property.
11. Boat detailing and maintenance contractors may only work on boats owned and registered to Association residents when within the Villages of Bay Port.
12. Contractors must be licensed, bonded and insured and have necessary documentation with them and displayed to Association on request or on file with the Property Manager before performing work at boatlift.
13. Contractors shall execute a document indemnifying the Association from any and all liability, loss, damage, expense, causes of action, lawsuits, claims or judgments including, but not limited to, attorney's fees and costs, arising from death, injury to any person or property resulting from or based upon negligent use or operation of the boatlift and shall, at their own cost and expense defend any and all claims or suits which

may be brought against the Association, as its members, directors, officers, Manager, agents, and assigns prior to performing any service in the boatlift area.

14. All trash must be removed from the boatlift area.
15. One access device to the boatlift may be issued to any Member in good standing (whose privileges have not been suspended) upon payment of a deposit, execution of a hold harmless agreement, providing proof of insurance, governmental vessel registration and certification that the Member has read and understands the operating instructions for the boatlift. Failure to return the access device will result in forfeiture of deposit. Replacement of lost access device shall require a non-refundable fee for a replacement key. Access devices shall not be loaned to anyone nor duplicated. Access devices must be returned to the Property Manager upon sale of a residence or termination of lease agreement. The deposit shall be refunded upon surrender of the access device.
16. No vessel may dock, anchor or float at the boatlift unless such vessel is passing through the lift or is being maintained in compliance with the provision of boatlift rules and regulations. No vessel may dock, anchor or float within thirty (30) feet of the boatlift on the saltwater side or within an area on the freshwater side bounded by the boat lift complex and the bridge structure on the north and south, by the boatlift structure to the west and by a line parallel to W. Longboat Boulevard and thirty (30) feet from the eastern edge of the bridge structure. No vessel may dock, anchor or float in any location or in any manner that prevents safe and free and easy access by all Member's vessels into and through Waterway easements.
17. No boat is to be left on the lift slings overnight.
18. All boatlift operations must be in compliance with the above policies in addition to OSHA regulations. Failure to comply with OSHA regulations could result in permanent boatlift closure for the entire community and the violator would be responsible for damages caused for the entire community.
19. All boatlift operations are monitored and recorded by surveillance cameras, and any violations of the above policies can result in suspension of temporary or indefinite right to use the boatlift.



## **K. Signs**

1. Signs containing name and/or address (only) upon homes and mailboxes are permitted. The size, color, and lettering shall be aesthetically consistent with the location of that sign.
2. “For Sale” or “For Rent” yard/lot signs are permitted if:
  - a. professionally lettered;
  - b. placed between sidewalk and residence;
  - c. only one sign is allowed in the front of any home facing the street. An additional sign is allowed facing the water at the rear of the residence if the property is located on a canal or a lake;
  - d. Maximum size two (2’) by three (3’) feet, with a maximum height above ground to top of sign of six (6’) feet.
  - e. Professionally lettered “Open House” signs no larger than two (2) feet by two (2) feet but proportional to the “For Sale” sign may be attached to each “For Sale” sign between the hours of 8:00 AM through 5:00 PM.
3. No sign advertising any political party, business, trade or service shall be permitted anywhere on the property (front or backyard, including docks) except for a professional security company sign sized and located in compliance with Chapter 720, Florida Statutes, as amended from time to time.
4. Signs for advertising a community event or guiding visitors to a special community event may be displayed up to forty-eight (48) hours prior to the day of the event. All such signs are to be removed upon completion of the event by the person who installed that sign.
5. No sign, flag, placard, banner, balloon, or similar item of any type is permitted on any Lot or vehicles, in any property or common area, or deeded right of way within the community, except those permitted herein or by majority vote of the Board, or as specified below. No sign or flag shall be attached to any tree or any structures, fixtures, landscaping located on the property or in common areas.
6. A single-family home owner or resident of a single- family home may display the following flags on the property or vehicles, in a respectful manner not larger than four and one-half (4 ½) feet by six (6) feet on a flag pole up to 20 feet, that represent sports

teams, the Bay Port Yacht Club, or the United States, State of Florida, Military branch, or POW-MIA in compliance with Section 720.304, Florida Statutes, as amended from time to time.

7. A United States flag should be lighted if flown during darkness.
8. Signage in multi-family and condominium communities will be subject to the rules and regulations of the respective development and Chapter 718, Florida Statutes, as may be applicable.
9. Non-approved signs installed on Association property may be removed by the Association. Non-professionally made signage will be disposed of immediately. Professionally made signage will be removed without notice and stored at the West Gate House. Unclaimed signage will be discarded after seven (7) days.
10. Should Hillsborough County establish a more restrictive sign ordinance, such restriction shall supersede those herein. In all cases, the more restrictive rules and regulations, whether Association or County shall apply.

#### **L. Antennas and Satellite Dishes**

1. Traditional TV and Ham Radio antennas and aerials are not permitted, except as may be permitted by law and when permitted by law must be approved by the ARC. Unobtrusive HD (Digital) broadcast TV antennas are permitted and must be approved by the ARC.
2. The diameter of any satellite dish shall not exceed one (1) meter in diameter and each residence is limited to two satellite dishes located in the back yard with the placement subject to ARC approval.

#### **M. Fences and Walls**

1. All new and replacement fencing upon any Lot shall first be approved in writing by the ARC prior to erection/construction. All plans for fencing must be submitted to the ARC and shall, at a minimum, contain a scaled site plan illustrating the exact location of the fence upon the lot, details regarding the height, type, construction material and all improvements on the Lot, and a copy of the written proposal from installer if the fence is to be professionally installed and a written statement to the reason for the fence.

Fences include but are not limited to those structures of any material (other than a hedge or landscaping) intended for privacy, boundary or area designation, or pool protection. Although hedges and landscaping are preferred alternatives to fencing, such plantings must be approved by the ARC.

2. Any and all property owners who have not been notified by the Association's ARC prior to February 22, 1999 as to the disapproval or non-conformity of their existing fence and/or wall, shall be considered "grandfathered" and approved. Fences in disrepair shall be repaired and replaced. Any repair of greater than 50% or replacement of a "grandfathered" fence/wall must conform to new restrictions approved by the ARC.
3. All fencing must be picket or "see through" type. Any fence approved by the Association's ARC after February 22, 1999 and prior to March 1, 2021 regarding picket type or "see through" fences may be repaired, but not replaced. Any repair of greater than 50% or replacement of a "grandfathered" fence/wall must conform to new restrictions approved by the ARC.
4. No fence shall extend beyond the front building line of the residence exclusive of any garage structure.
5. All fencing must be picket or "see through" type.
6. No fence shall extend along the rear property line or along the seawall of any property in such a way that it obstructs a neighbor's view.
7. Elements of a dock or canal deck railing may extend along such dock structure provided prior written approval has been granted by the ARC.
8. All fences shall be installed only within the boundary lines of the requester's property and must not obstruct a neighbor's water or conservation view.
9. The "good" side of any fence must face outside the property in the direction of any neighbors or street.
10. All fencing visible from the street must have landscaping installed and maintained in front of the fence to soften the appearance. Such landscaping plans must be included with any submission for approval. The ARC may require additional landscaping along the section of fencing. If the side or back property line abuts a street or cul-de-sac, the

fence must be inset at least 5 feet from the sidewalk, to allow for appropriate aesthetic landscaping or plantings.

11. All fencing will be maintained in a first-class manner. Cracked or warped slats shall be replaced.
12. No fencing or walls shall exceed four (4) feet in height, measured from the ground, but decorative gates can be up to five (5) feet, measured from the ground, subject to ARC approval.
13. Wrought iron fencing material is prohibited.
14. Any existing 6-foot-high fence separating a single-family development and a multifamily association is Grandfathered and can be replaced by a new 6-foot-high fence.

#### **N. Community Gate Operations**

1. Owners and residents shall either use a valid access device to enter the Villages of Bay Port by vehicle through the resident gate or stop at the visitor entrance. Guests and invitees entering the Villages of Bay Port by vehicle should stop at the visitor entrance which is recorded by security surveillance.
2. Vehicles entering through gates must come to a complete stop before proceeding through either the resident lane or the visitor lane. Tailgating is prohibited.
3. Only Owners who have paid all financial obligations to the Association (and whose privileges have not been suspended), who are residents of the Villages of Bay Port, or their tenants, are authorized to use the resident lane. Owners or tenants may receive one access device per vehicle registered with the Property Manager.
4. Access devices are issued for each vehicle registered to an Owners household within the gates of the Villages of Bay Port.
5. The staff and management of Cortland of Bayport are responsible for the issuance and accounting for access devices assigned to Cortland of Bayport Properties.
6. Owners requesting access devices must submit a fully completed application listing the name, address, home and daytime telephone numbers, emergency contact information, and vehicle type, VIN, and tag information.

7. Access devices are controlled items and must be used only for the vehicle that is assigned to it.
8. As the roadways are public and access cannot be denied, the issuance of a valid access devices for a vehicle is a license granted by the Association for that specific Owners household to enter the community conveniently through the scanner. The license can be revoked and access devices may be deactivated for all members of a household by the Board in the following instances:
  - a. non-payment of dues or assessments (decals will be reactivated upon full payment of all delinquencies and the payment of a \$25 reactivation fee);
  - b. failure to reimburse the Association for all costs of repair for damages to Association property (reactivation upon full payment of all damages and the payment of a \$25 reactivation fee);
  - c. tailgating through the gate (reactivation after 90 days and the payment of a \$25 reactivation fee); and
  - d. failure to cooperate with the gate staff in the performance of their valid duties, abusive conduct directed toward gate staff or impeding or obstructing their duties (reactivation after 90 days and the payment of a \$25 reactivation fee).
9. Access devices are the property of BPCPOA and are not transferable.
10. If residents or their guests damage the gates or other association property, they are financially responsible for all repairs.

## **O. Rentals**

1. No single-family home rentals are allowed for a period of less than six (6) months.
2. No dock or boat lift rentals are allowed to non-members or non-residents of the Villages of Bay Port Colony. All dock rentals must be for periods of more than two (2) months or sixty days.
3. No dock or slip may be used free of charge by any person who is not an Owner or tenant of a Lot or Unit within the Villages of Bay Port or the tenant of a single-family Lot of Unit with Bayport Colony. Vessels owned by a guest of an owner or tenant of a Lot of Unit within Bayport Colony may be docked up to 21 days in any one-year period.

4. All boats covered by the dock or lift leases must be registered with the Property Manager.
5. Single-family home rental lease agreements do not eliminate owner members from their maintenance responsibilities. All lessors must maintain their property even if their leasee fails to do so.
6. Owners of single-family homes are required to provide a copy of the residential lease and National/ Federal criminal background checks of all adult occupants, as applicable, to be on file with the property management company. The Owner is responsible for all background checks required. Owners are required to keep this application up to date with future renewals.
7. Renters with violent, theft, or drug related felony criminal convictions within the last 10 years or who are registered sex offenders shall not be permitted to lease or rent from an Owner of a single-family home.

#### **P. Fines and Violation Enforcement**

1. The board may convene a Fining Committee of 3 community members that are not related to and are independent from existing board members pursuant to FL Statute 720.305.
2. Violation Procedure:
  - a. A “violation” refers to any action or condition within the Community and on the common area that violates any covenant, rule or policy contained within the Governing Documents.
  - b. Upon identifying a violation, the Property Manager will issue a 1<sup>st</sup> Notice of the violation to the owner and afford them 14 days to cure the violation. The 1<sup>st</sup> Notice is a courtesy notice and will document the violation, identifying the specific rule that has been violated, and will indicate how the violation may be corrected. The owner may contact the Property Manager to request more information about the violation or an extension period for correction if necessary.
  - c. If the violation remains uncured, the Property Manager will issue a 2<sup>nd</sup> Notice of the violation to the owner and afford them an additional 14 days to cure the

- violation. The 2<sup>nd</sup> Notice will advise the owner that if the violation is not cured, the matter will be referred to the Fining Committee, if one has been appointed.
- d. If the violation remains uncured, the owner will receive a Fining Notice letter indicating that a daily fine or suspension is being levied and providing the owner with at least 14 days' notice of a hearing date before the Fining Committee. Fines may accrue for each day of a continued violation up to the maximum amount allowed.
  - e. A member of the Board or Property Management firm will inspect the premises on the day of the fining hearing to determine whether the violation has been cured. If the violation has been cured, the Association will waive the fines.
  - f. If the violation remains uncured as of the date of the fining hearing, the Association will seek the maximum fine amount and the owner will have an opportunity to present evidence regarding the violation and remediation efforts, if any, to the Fining Committee.
  - g. The Fining Committee's role is to accept or reject the fine levied by the Board.
  - h. If a majority of the Fining Committee approves the proposed fine, the fine shall be placed on the owner's account ledger five (5) days after the hearing, and the Property Management firm shall issue a letter to the owner advising him or her of same.
  - i. If the violation remains uncured after the fining hearing, the matter will be turned over to the Association's attorney to initiate litigation, at which point the owner may be responsible for the Association's legal fees. Alternatively, the Association may exercise its rights pursuant to Section 9 of the Declaration to enter upon the Lot and perform the required maintenance and charge the cost of same to the Lot, which may be collected in the same manner as an assessment.
  - j. Depending on the nature and severity of the violation, or in the event of a repeat violation within twelve (12) months, the Board reserves the right to escalate a violation directly to fining and/or to the attorney for litigation at any point.