

Policy Position
Of
Marsh Pointe Homeowners Association of Lee County, Inc.

I, Mark Axford, Managing Agent of the Marsh Pointe Homeowners Association of Lee County, Inc. do hereby certify that the following Policy Position was approved unanimously by the Board of Directors at a properly noticed Board of Directors meeting held January 23, 2012.

Mark Axford 3/28/12
Mark Axford, C.A.M. - Management Agent

MARSH POINTE HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC.

State of Florida
County of Lee

BEFORE ME personally appeared Mark Axford, C.A.M., management agent of Marsh Pointe Homeowner's Association of Lee County, Inc., to me well known and known to me to be the person described in and who executed the instrument for the purposes herein expressed..

WITNESSED my hand and official seal this 28th day of March 2012.

Diane LaPosta
NOTARY PUBLIC

My Commission Expires:



DIANE LAPOSTA
MY COMMISSION # DD 915303
EXPIRES: December 8, 2013
Bonded Thru Budget Notary Services

MARSH POINT GOLF CART POLICY

The purpose of this policy is to establish a position for the Marsh Pointe Homeowners Association regarding the use of Golf Carts on Association property.

No Golf Carts other than those belonging to members of the Marsh Pointe Homeowners Association, are permitted on Association property. The sole exclusion to this being Golf Carts owned by the Riverbend Golf and Country Club being used by patrons using the golf course facilities. These carts are permitted to cross the road at holes 2 (two) and 9 (nine) only.

Members who choose to drive golf carts on Association property assume all liability for any injuries or accidents which may occur. Golf Carts must yield to all automobile traffic. Under no circumstances are Golf Carts to be driven by children under the age of 16 (sixteen).

Rev. Date: June 22, 2010

RULES OF MARSH POINTE HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC.

ALL PRESENT AND FUTURE PROPERTY OWNERS IN MARSH POINTE, LEE COUNTY, FLORIDA, as recorded in Lee County Public Records.

To provide for individual and mutual rights, property protection and value, and to help maintain comfortable, healthful and congenial living conditions. The following rules are promulgated:

1. **Any member who mortgages leases or sells his/her lot shall notify the Board of Riverbend Homeowners Association the name and address of the new owner or lessee.**
- 1(A). **Only entire residential units may be rented. There shall be no subdivision or subletting of residential units. Residential units may only be occupied by tenants as a single family residence. All leases shall be for a minimum period of one (1) year. The Marsh Pointe Homeowners Association shall have the authority to approve all leases and renewals thereof. Prior to approval, a signed lease application and a signed lease addendum must be completed and submitted to management along with a \$100 application fee, payable to the Association. The lease shall provide, but not be limited to the following requirements: That the tenants have read and agreed to be bound by the various restrictions contained in the governing documents; that the tenant has received a copy of the Association's rules; that the tenant must authorize background processing, at their expense, which shall include but not be limited to criminal check, checks of previous neighbor and previous landlords; that prior to moving in, tenants are required to complete an interview with management; and that leases will not be approved for owners who are delinquent in maintenance payments.**
2. **A prospective owner must submit an application to the Homeowners Association no later than thirty (30) days prior to the expected transfer of property. The application shall be completed in full and be accompanied by an application fee of \$50.00. No transfer of title shall be permitted until the application has been approved by the Homeowners Association.**
3. **Building and exterior renovation plans must be submitted to the Architectural Review Board for approval prior to construction. Please refer to detailed requirements as outlined in the Declaration of Covenants and Restrictions, Section 11. and amendment dated July 5th, 2005.**
4. **No use of motorized equipment, such as lawnmowers, edgers, chainsaws, pressure washers and others, shall be permitted at any time on Sundays and legal holidays.**

5. **No nuisances** shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession or proper use of the property by its residents
6. **No signs** of any kind shall be displayed to the public view on any lot except one (1) sign in front and one (1) sign in the rear of the property of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period, or signs used to indicate the name of the resident, not to exceed one (1) square foot in area. Sign posts may not exceed 4 ft. in height and must be removed from the property within seven (7) days after the property has been sold.
7. **No wall** or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the Association.
8. **No structure** of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be built on any lot at any time except for use as a construction and tool shed and shall be removed from the premises within thirty (30) days after the completion of the main building. No such shed shall ever be used as a residence either temporarily or permanently.
9. **No lot** shall be used or maintained as a dumping ground for rubbish. Trash or other waste should not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. All garbage or trash containers, oil tanks, and bottle gas tanks must be underground, placed in wall areas or landscaped so that they shall not be visible from adjoining properties. Garbage or trash containers may not be placed in front for collection until the evening before the day scheduled for pickup. No vehicles or trailers of any kind may be parked or stored in a yard or vacant lot.
- 8(A). **Lot mowing.** It shall be the unit owner's responsibility that all vacant lots shall be maintained at a height not to exceed sixteen (16) inches at the owner's expense. Should the unit owner fail to do so, the Association shall have the authority to mow the lot at the unit owner's cost. The cost shall be determined at the time of mowing.
10. **No animals**, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. Except for tropical fish and small birds, no more than two (2) domestic house pets (dog or cat) shall be permitted to be kept in a home. Such animals shall be kept as pets and shall not be permitted to annoy the neighborhood by barking, howling, crying or the making of other noises, and in each instance such activity shall be considered to be a nuisance in violation of the covenants of this restriction. All pets shall be leashed or carried at all times when off the owner's

property and pet feces shall be removed immediately and properly disposed of by the person in charge of the pet. Owners of pets are responsible for all damages attributed to their pets' actions.

11. **No window** air conditioning units will be permitted.
12. **No weeds**, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises and no refuse pile or unsightly objects shall be allowed. In the event that the owner fails or refuses to keep the premises free of weeds, underbrush or refuse piles or other unsightly growth or object, then the Association may enter upon the lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.
13. **All owners** and occupants of any lot bordering the golf course, shall extend to any and all golfers lawfully using the golf course, the courtesy of allowing such golfers to retrieve any and all errant golf balls which have taken refuge on any lot in the subdivision, provided such golf balls may be recovered without damaging any flowers, shrubbery or the property in general of any such lot.
14. **With the exception** of family-type non-commercial vehicles, no vehicle of any kind shall be parked or stored except inside an enclosed garage. This restriction includes but is not limited to: trucks, trailers, boats, racing cars, motor homes and commercial equipment. Any vehicle with magnetic signs in place will be considered a commercial vehicle. It does not prohibit the parking of commercial vehicles during the performance of service functions of the tradesman, or owners operating the same, but such parking must be limited to the actual time during which the services are being performed. Exceptions must be received in writing from the management agent or the Board of Directors prior to a deviation from the regulations.
15. **Parking vehicles** on the streets or cul-de-sacs on a regular (continuous) basis is not permitted. Short term parking on the streets for guests, deliveries, etc. is allowed. Short term parking in cul-de-sacs is not permitted.
16. **Vehicles** that are parked in driveways must not extend into the street.
17. **To accommodate owners** of recreational vehicles and boats on trailers, a limited **72-hour** parking time is allowed for the purpose of loading, unloading and cleaning.
18. **FINE PROVISION AND ENFORCEMENT:**
19. **A fine or suspension** may not be imposed without notice sent by Certified Mail of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board, who are not officers, directors, or employees of the Association, or the

spouse, parent, child, brother or sister of an officer, director or employee. The notice shall state the violation alleged. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The fine may not exceed \$100.00 per day. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine in its aggregate shall exceed \$1000.00.

20. **The requirements** of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of a member to pay assessments or other charges when due if such action is authorized by the governing documents.
21. **Suspension** of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.
22. **When special temporary** circumstances arise that conflict with these rules and restrictions, members may request, in writing, a short-term waiver from the Board of Directors. A letter of authorization, if approved, must be received by the member before any action is taken. This special circumstance situation is not to be abused.
23. **Rules approved** by the Board of Directors concerning the use of the properties shall be observed by the members and their families, invitees, guests and tenants.