


CERTIFICATE BY
THE VILLAGE AT INDIAN CREEK
CONDOMINIUM ASSOCIATION, INCORPORATED

I, the President of the Village At Indian Creek Condominium Association, Inc., a duly organized and existing non-profit Florida corporation do hereby certify that the foregoing attached Rules and Regulations for the Village At Indian Creek Condominium Association were duly adopted at a meeting of the Board of Directors of the Association held on March 3, 2014. Such meeting was properly noticed and was attended in person by the full Board of Directors.


IN WITNESS THEREOF, the corporation has caused the presents to be signed by its President, and attested by its Secretary, the day of the year set forth below.

THE VILLAGE AT INDIAN CREEK CONDOMINIUM ASSOCIATION, INC.

By:


Edward (Pete) Moser, President

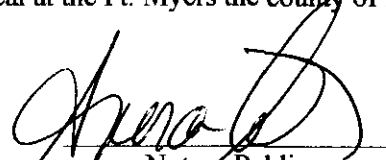
Attest:


Michal Brody, Secretary

STATE OF FLORIDA, COUNTY OF LEE

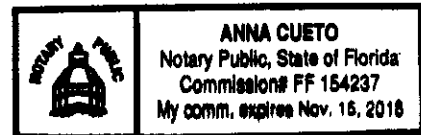
I hereby certify that on the 3rd day of December, 2014 before me an officer duly authorities to take acknowledgements, personally appeared Edward (Pete) Moser as President, and Michal Brody, Secretary, of the Village At Indian Creek Condominium Association, Inc., a non profit corporation, organized and existing under the laws of the State of Florida, and severally acknowledged to and before me that they executed such instrument as President and Secretary, of said corporation, and that said instrument is to be free act and deed of said corporation.

Witnessed my hand official seal at the Ft. Myers the county of Lee and State of Florida, the day and year last aforesaid.


Notary Public

My Commission Expires

11-15-18



This Document Prepared By:

The Village At Indian Creek Condominium Association, Inc.
15391 River Vista Dr., #501
N. Ft. Myers, FL. 33917

THE VILLAGE AT INDIAN CREEK

RULES AND REGULATIONS

You have chosen the Village At Indian Creek as your new home and your Association pledges continuing efforts to make it a source of pride for you. We share your desire to maximize your enjoyment of your property and to protect its value; and in fulfilling that desire, we need your help and cooperation and that of your neighbors. Accordingly, a set of Rules and Regulations has been adopted by your Association to be observed by the Unit Owners and their families, guests, and invitees. They are applicable to occupants as well as to Unit owners.

1. Units shall be used only for residential purposes; no business or commercial use shall be allowed from any unit.

2. No unit shall be sold, rented, or leased unless the V.I.C. Condominium real estate information form is completed and submitted to the V.I.C. Board of Directors. A one time \$50.00 vetting fee must accompany completed forms.(Article 20, sec.20.01 and 20.08 condo documents)

3. Upon approval of lease agreement, the unit owner waives in favor of the tenant any right to use the recreational facilities. A tenant of any unit owner shall have the same right to use the recreational facilities as the owner of said unit had; and said tenant shall abide and be bound by the same restrictions, covenants, conditions, rules and regulations as the unit owner. In no event shall any individual or family other than the individual or family residing in the condominium unit and their guests be entitled to use said recreational facilities. Upon termination of the lease, the unit owner shall resume normal recreational facilities use privileges. Any occupancy (owner and immediate family excluded) of a unit by any person(s) in the absence of the unit owner(s) shall be, for the purpose of this clause, considered a lease or a rental, even if no rent is collected or lease/rental contract exists. The Board of Directors must approve any waivers.

4. No unit shall be occupied at the same time by more than a single family. Occupancy is limited to four (4) persons in the two bedroom units and to six (6) persons in the three bedroom units.

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5. Its residents shall allow no nuisances to exist upon the condominium property that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property.

6. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

7. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of all unit owners. They shall not be obstructed, littered, defaced or misused in any manner.

Each limited Common Element is reserved to the exclusive use and enjoyment of the owner of the Unit to which it is attached or assigned, their guests, invitees, lessees, successors, and assigns, and shall pass with said Unit as an appurtenance thereto, as set forth in Subsection 5.02 of the Declaration of Condominium. Expenses for maintenance and repair of Limited Common Elements shall be borne by and specially assessed against the individual Unit Owner entitled to use such Limited Common Element, except that the Association shall be responsible for the maintenance and repair of each parking space, carport structure, driveway and boat dock.

8. No Owner shall permit any uses of his unit or of the Common Elements that will increase the cost of maintenance or insurance on the Association.

Our Condominium Documents state there shall be no material alteration or additions to the Common Elements and Limited Common Elements except by Amendment or as otherwise provided in the documents. Unit Owners may not change the appearance of the exterior of the building, with the exception of installing a hurricane approved glass front door with a white frame without prior written consent from the V.I.C. Board of Directors. Replacement doors and windows must comply with the minimum 130 mile per hour speed resistant specifications.

9. No unit shall be divided or subdivided for purpose of sale or lease.

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10. One dog or cat weighing less than twenty-five (25) pounds or one bird is permitted. Service dogs are also permitted. Pets must be registered with the Association prior to being brought onto Condominium property. Pets may be walked only if they are on hand held leashes. The pet's waste products shall be removed immediately by the person in charge of the pet. Violation of the rules governing the right to have pets may result in the revocation of the right to keep the pet on Condominium property.

11. Residents wishing to sell their property may display a sign not to exceed six (6) by nine (9) inches with prior approval of the Board of Directors. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units, excepting for spaces specially provided for such signs as shall be designated by the Association.

12. All drying or hanging of clothes, towels or other unsightly objects by line, rack or otherwise, which is visible outside the Unit, shall be prohibited.

13. Exterior antennae or aerials of any type shall be prohibited unless specifically approved by the V.I.C. Board of Directors.

14. Planting of trees and shrubs in Common Elements must be pre-approved by the V.I.C. Board of Directors.

15. No rubbish, refuse, garbage or trash shall be allowed to accumulate in places other than the receptacles provided therefor, so that each Unit, the Common Elements, and Limited Common Elements shall at all times remain in a clean and sanitary condition. All garbage must be bagged. Recyclables must be placed in the properly designated containers. All boxes and cartons must be broken down before depositing in the appropriate receptacle so as to conserve space in the dumpster for other residents' use.

16. Residents shall use only the parking spaces specifically assigned to their unit or the open parking spaces. Parking shall be limited to passenger automobiles, passenger station wagons, custom vans, mini vans and SUV's. Residents of Buildings 1 and 3 will be limited to one (1) vehicle per Unit and residents of Buildings 2, 4, 5, 6, 8, and 10 shall be limited to two (2) vehicles per Unit.

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Additional vehicles may be permitted at the Board's discretion. Non-commercial pick-up trucks require the approval of the Board and based on the Pick-up Truck Attachment.

Motorcycles, motorbikes, inoperable or non-licensed vehicles are prohibited. Boats, boat or utility trailers, lettered vehicles and golf carts shall be permitted only if parked in garages. All other vehicles are specifically prohibited. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles, such as pickup, delivery and other commercial services as may be necessary to effectuate deliveries to the condominium, the Association, unit owners and residents. Residents' motor homes, travel trailers, etc. may be parked for a maximum of three (3) days for loading and unloading.

Disqualifying Factors

- Larger than ¾ ton Pick-up
- Diesel
- Dual Rear Wheels
- Signage
- Commercial
- Camper in Bed of Truck
- Non-Standard Tires, Lift Kits, Exhaust Modifications, Bumper Extensions, etc.
- Truck Bed may not contain Water Craft or ATV's for any more than 24 hours
- Tool Boxes and Racks
- Trailer Hitch attached in Parking Areas
- 20 Foot Maximum Length
- Truck Caps that are higher than Truck Cab

Note: Pickup trucks that meet the guidelines must be approved by a majority of The Village At Indian Creek Board.

17. No reflective film shall be placed or installed on the inside or outside of any Unit without the prior written consent of the V.I.C Board of Directors.

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18. Any drapes, curtains, blinds, shades or other window covering of any type or kind placed or installed in one or all exterior windows or any Unit shall have a neutral-colored surface or drape lining facing the outside. It is the intent to maintain uniformity in the exterior appearance of all Units and Buildings in the Condominium.

19. Homeowners are responsible for having professional electrical and plumbing work done. Unit owners, and not the Association, will be responsible for any damages incurred as a result of work performed by unlicensed contractors/workers.

20. All exterior doors, as painted, repaired or replaced, shall retain the current color. The Association permits the installation of white storm/screen doors. White or clear Hurricane shutters may be commercially installed.

21. No use of gas or charcoal grills shall be permitted on roofed balconies or lanais. Grills must be stored in storage areas, courtyards, or garages when not in use. Exceptions may be granted by the V.I.C Board of Directors.

22. Please use common sense and be a good neighbor.

ADDENDUM TO RULES AND REGULATIONS

VILLAGE AT INDIAN CREEK

The Declaration of Condominium identifies in general terms the responsibility for maintenance, repair and replacement of Limited Common Elements. The purpose of the Addendum is to assign specific responsibilities in areas of interface or uncertainty.

- a) Doors – All doors providing access to the unit including garage doors and storage doors and storage area doors, including locks, hardware and framing and replacement, are the responsibility of the unit owner, except that painting of the outside of the door(s) is the Association responsibility.
- b) Gates - Repair, maintenance and replacement of the gates on buildings 2, 4,5, 6, 8, and 10 is the responsibility of each unit owner, except that the gate surface will be painted/stained by the Association.
- c) Lights – All light fixtures on the perimeter surfaces of the buildings, as defined by the Declaration of Condominium, shall be the responsibility of the Association. All defective light bulbs will be replaced by the Association, except those dedicated to the unit, i.e., where the operation is controlled by the unit owner, in which case he will be responsible for the bulbs.
- d) Windows – Repair and replacement of screens, windows, window glass and all related hardware and framework is the unit owner's responsibility.
- e) Lanais, balconies, porches and stairways – The unit owner shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling bounding the area, as well as glass, sliding doors and screens in the area, except that the Association shall be responsible for repairing or replacing the stairway as needed.
- f) Courtyards – When buildings are painted it is the responsibility of the Board to see that all courtyards are included in the painting process. Unit owners are responsible for clearing bushes and shrubs or pulling them away from the wall(s) to facilitate painting. Unit owners having screened-in courtyards will be responsible for the extra expense incurred in painting over or around the screened-in area.

- g) Shrubbery – Existing shrubbery will be replaced by the Association, as needed, and funds are available. All other plantings around each unit are the responsibility of the individual unit owner.
- h) Storm Safety – During extended absence, all unit owners/renters shall clear courtyards and outdoor areas of any light weight and/or unsecured items, as a precautionary measure because our Association is located in an area which may be impacted by severe weather.

**DECLARATION OF CONDOMINIUM
FOR
THE VILLAGE AT INDIAN CREEK**

20.01(a) Lease/Rental Restrictions:

Any owner who wishes to lease/rent his unit shall comply with the following restrictions:

1. The minimum lease/rental period shall be two (2) months.
2. No unit may be leased/rented more than two (2) times in a twelve (12) month period (July 01 – June 30 is the V.I.C. Lease/Rental calendar year).
3. The maximum lease/rental period shall be twelve (12) months.
4. All lease/rentals must have prior approval from the V.I.C. Board of Directors.

**APPLICATION FOR SALE / TRANSFER OR LEASE OF UNIT
THE VILLAGE AT INDIAN CREEK CONDO ASSOCIATION INC.
15391 River Vista Dr., #501, N. Ft. Myers, FL. 33917**

Unit No. _____ Current Owner _____

If Sale/Transfer _____ Closing Date _____

If Lease/Rental Occupancy Date _____ Term of Release/Rental _____

No. Of Occupants _____ Pets: Kind/Adult Weight _____

Personal Information: Applicant

Spouse/Co-Applicant

Name _____

Permanent Address _____

Vehicles (Including Boat) - Single Vehicle Only for Buildings 1/3. All Other Buildings - 2 Vehicles Max.
Year/Make/Color _____ License No./State _____

Emergency Contact: _____

APPLICATION FEE \$50.00

Application with fee due 15 days prior to closing

IF RENTER / LESSE: I have received a copy of The Association Rules and Regulations and agree to abide by them. Failure to do so may result in eviction action.

IF BUYER: I have received a copy of the Association governing documents: I.e. Declaration of Condominium, Articles of Incorporation, By-Laws, Rules and Regulations, and Boat Regulations, and agree to abide by them. Failure to do so may result in eviction action.

Print Name _____

Signature of Applicant _____

Date _____

Realtor _____

Board Approval _____ Title _____ Date _____

If application is denied, Reason(s) _____

Revised 10/13