

**FIRST AMENDED AND RESTATED
RULES AND REGULATIONS
OF
ANNA MARIA CONDOMINIUM ASSOCIATION, INC.**

INDEX

- I. USAGE RESTRICTIONS // OCCUPANCY, SWIMMING POOL NUISANCES, TRASH, PARKING, HURRICANES, SHUT OFFS –WHEN LEAVING, MISCELLANEOUS, and IN GENERAL
- II. RULES AND REGS GOVERNING POSTING OF NOTICE
- III. RULES AND REGS GOVERNING HURRICANE SHUTTER INSTALLATIONS
- IV. RULES AND REGS GOVERNING UNIT OWNER PARTICIPATION AT MEETINGS
- V. RULES AND REGS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS
- VI. RULES AND REGS ESTABLISHING ASSOCIATION FEE SCHEDULE
- VII. RULES AND REGS ESTABLISHING APPLICATION FOR SALE, TRANSFER OR LEASE
- VIII. RULES AND REGS ESTABLISHING ASSOCIATION ADDENDUM TO LEASE AGREEMENT
- IX. RULES AND REGS ESTABLISHING ASSESSMENT COLLECTION POLICY
- X. RULES AND REGS ESTABLISHING FORM OF QUESTION AND ANSWER SHEET
 - DBPR Form CO 6000-4 STATE MANDATED FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET
 - ANNA MARIA’S FREQUENTLY ASKED QUESTIONS AND ANSWERS
- XI. RULES AND REGS ON DOCK PRIVILEGES
- XII. RULES AND REGS ON POLICIES AND PROCEDURES FOR DISABLED/HANDICAPPED OWNER, RESIDENT OR GUEST TO REQUEST REASONABLE ACCOMMODATION
 - REQUEST FOR REASONABLE ACCOMMODATION FORM
- XIII. ENFORCEMENT OF RULES:

APPENDIX

APPLICATION FOR SALE OR, TRANSFER

APPLICATION FOR LEASE

APPLICATION FOR FINGER DOCK

**FIRST AMENDED AND RESTATED
RULES AND REGULATIONS**

OF

ANNA MARIA CONDOMINIUM ASSOCIATION, INC.

ANNA MARIA CONDOMINIUM shall be subject to the following rules and regulations, in addition to such others as may be set forth throughout the Declaration of Condominium and the By-Laws of this Condominium, and as may from time to time be promulgated, amended or deleted by the Board of Directors of the Association. These Rules and Regulations shall be applicable and enforceable against any Unit Owner, Tenant or guest.

I. USAGE RESTRICTIONS

OCCUPANCY

1. Each Unit (which includes the lanai/balcony) shall be occupied and used only as a single family residence as defined in Section 14.2 of the Declaration of Condominium. There shall be no subletting of any portion of a Unit and no rooms shall be rented and no transient tenants accommodated.
2. House guests of occupants as defined in Article 16 of the Declaration of Condominium may not remain for a continuous stay of more than thirty (30) days.
3. An Owner has the option to lease his or her Unit, but said lease shall not be for less than 90 days and shall be subject to the approval of the Board of Directors. The requirements covering the sale or lease of a Unit are spelled out in Articles 17 and 18 of the Declaration of Condominium. All Unit Owners or their representatives or sales agents have the ultimate responsibility for contacting the Board for any Addendum(s) that needs to be included in the lease. See also Article VIII below.

Leasing agents as well as Owners and their representatives have a joint responsibility to inform prospective tenants regarding the requirements of occupancy.

4. Storage units are part of the Common Elements of the Association. Owners, their tenants and house guests are allowed the use of the storage designated for their unit. The storage unit must be kept neat and clean to make it readily accessible for any repairs by the Association.

SWIMMING POOL

You swim at your own risk. Children under 14 must be accompanied by an adult. All rules posted at the pool must be observed without exception. Please read and become familiar with them.

1. Only Owners, bona fide Tenants and their Guests living at Anna Maria Condominium are permitted the use of the swimming pool. Guests may not invite additional guests.
2. Smoking in the swimming pool area is strictly prohibited.
3. Anyone using the pool area must clean up after themselves and replace the furniture in a neat and orderly fashion.
4. The person uncovering the pool is responsible for making sure that, at the end of the day, the pool is covered either by himself or by someone designated by him.
5. There will be no rough-housing, horse-play or running in the pool area, and discretion must be exercised in the use of loud playing radios and musical instruments in the pool area.
6. Do not remove community furniture from the pool area.
7. Use of the pool between the hours of 9:00 p.m. and 8:00 a.m. is prohibited.
8. Diapers are not permitted in the pool. Use of swimmyies is allowed.

NUISANCES

Owner shall not commit or permit any nuisance, immoral, illegal, improper, or offensive act in the Unit, on the Common Elements, or on any Condominium Property. Any use or practice which is a source of annoyance to any Occupant or which interferes with the quiet peaceful enjoyment and possession or proper use of others is prohibited. Please refer to Article 15.3 of the Declaration of Condominium for more details.

1. Quiet hours for common areas of the Association Property shall be from 11:00 p.m. to 7:00 a.m.
2. Golf bags, shoes, bicycles, or any impediment shall not be stored or left on stairs, landings or sidewalks at any time.
3. No signs, advertisements or notices are allowed to be shown on any Common Element or be visible from any Unit or Common Element, exceptions by Board approval only.
4. No animals or pets, no exceptions.
5. No clotheslines or similar devices are allowed on any portion of the Condominium Property or Common Elements. Such devices in a Unit or on a lanai must be hidden from view.

6. Gas grills, any type of open flame grills or any propane cylinders are prohibited from being stored or used on the second floor landings or lanais. Gas grills on the first floor level can only be used 10 feet away from any building. Grills must be covered when not in use. A fire extinguisher must be located within 10 feet of a grill when in use. The area beneath grill must be adequately protected from grease drippings, splatter, etc. Those persons using grills shall be responsible for the proper repair and/or replacement of any damaged areas.

7. In addition to the prohibition of smoking in the pool area, smoking shall also be prohibited in all outdoor common areas dockside of the buildings, including all stairwells and covered areas in between the buildings, and the docks themselves, but not the boats as they are not common area. Smoking shall continue to be allowed in units, on lanais and beyond the carport areas to the streets, which area is physically accessible and located next to all units.

Smoking shall include, but not be limited to, inhaling, exhaling, carrying, burning or otherwise handling or controlling any lit or smoldering product containing tobacco or any other burnable product, including but not limited to cigarettes, cigars, pipes, and shall also include any e-cigs, vapor cigs or any other type of apparatus which emits smoke or any type of residue into the atmosphere. All such items shall be disposed of properly.

It shall be the responsibility of owners, tenants and occupants to notify their guests, invitees, workers and others of this regulation

TRASH

All Condominium Property shall be kept in a clean and sanitary condition. No fire hazard is allowed to exist. Each occupant is expected to pick up his own litter and encourage others to do the same.

1. No litter, garbage, trash, or rubbish shall be kept on any part of the Condominium Property. All trash shall be put in the containers and dumpsters provided as follows:

Dumpsters are provided for trash. Recycle bins are provided: (1) One for cardboard, boxes and newspapers. All boxes, etc. must be broken down and put in this bin or bundled and set alongside the bin. (2) One for clean commingled—jars, cans, glass, plastic, etc.

2. Items too large for the dumpsters (TVs, furniture, appliances, etc.) shall not be placed at curbside. To dispose of these items, call the Association Treasurer to get approval on the cost from the waste collection company. If approved, you must pay the amount to the Treasurer before arrangements will be made for pickup (where the item is to be placed and on what day).

PARKING

1. Each Unit is assigned one space. Owners are restricted to 2 vehicles. Owners in a single building may exchange parking spaces upon submitting a request and receiving approval from the Board.

2. In the event a Unit Owner does not occupy or lease his Unit for extended periods of time, he may give written permission to another Unit Owner within the Anna Maria complex to utilize his designated space, provided the Board is notified of any such agreement.
3. The Code Enforcement office for the City of Cape Coral will issue a permit for 48 hours to Florida residents to park a recreational vehicle (RV) on the property. To issue a new permit, the vehicle must be removed for 24 hours. Out of state residents may get a temporary permit for 10 days, however, the permit may be reissued only after the vehicle is off the property for 15 days.
4. The following types of vehicles are prohibited from parking on Condominium Property: (1) any commercial vehicle as defined in the City of Cape Coral Regulations, except those used for furnishing goods and services during daylight hours; (2) any vehicle trailer or boat trailer; (3) any motorcycle, golf cart, off-road vehicle or any similar vehicle; (4) buses (5) mobile homes (6) any type of truck; except owners may have personal pickups. (7) any abandoned vehicle, wrecked, inoperative or partially dismantled vehicle or any vehicle not currently registered and/or licensed; and (8) any vehicle used for human habitation including but not limited to campers and motorhomes except as noted in 3 above.
5. The Board of Directors shall have the authority to adopt: additional parking rules and regulations; and allow exceptions to these Rules upon application.
6. The Board shall have the right to authorize towing away of any vehicle in violation of the Condominium Documents and these Rules, as amended from time to time. Costs shall be borne by the owner of the vehicle being towed.

HURRICANES

1. Storm enclosures installed by Unit Owners shall be of a standard type and must be approved by the Board of Directors. Any installation not approved may be removed by the Association at Owner's expenses. The Association will not assume any responsibility or liability for the installation of storm enclosures or for the protection provided therein. Nor will the Association accept any responsibility or liability for the safety and protection of boats and outdoor furniture in the event of a sudden storm or any happening over and beyond the control of the Association.
2. When leaving during the hurricane season, remove all exterior decorations and close hurricane shutters. Units without lanai windows or shutters must remove patio/lanai furniture. Also follow the directions for Shut-Offs as described below.

SHUT OFFS –WHEN LEAVING

When absent for any length of time during the Hurricane season or when leaving the Unit for 5 or more days at any other time:

1. Dispose of all trash
2. Shut off water to sinks, toilets and individual appliances including icemaker.
Turn off the water at the main outside valve.

Turn off circuit breaker to water heater.

3. If leaving a vehicle, leave car keys, insurance and registration cards on counter.
4. Leave on the counter a formal shutdown procedure for your Unit which should include your personal preference for electrician, plumber, etc..
5. Set thermostat & dehumidifier

MISCELLANEOUS

1. Hurricane shutters, replacement of doors, windows, screens, etc. shall be subject to the approval by the Board pursuant to Article 14 of the Declaration. Any modifications or alterations made without approval are subject to removal at Owner's expense. Visible window coverings must be neutral in color to maintain uniformity.

2. Each Owner is liable for all monetary dues and expenses due to the Association, including but not limited to regular and special assessments. Failure to pay when due is subject to interest being charged at the highest rate allowed by law. Any liens filed as a result of failure to pay may result in additional charges such as attorney's fees and expenses and costs. Additionally, failure to pay within 90 days of when due shall result in the loss of use of Common Elements and voting rights.

The Association has the right to obtain from any Lessee payment of any Association dues should the Unit Owner be in default.

3. Failure to abide by any condominium document, including any Rule or Regulation, may result in a \$100.00 fine per occurrence per day up to a maximum of \$1,000.00 for each occurrence.

IN GENERAL

1. The responsibility of the Board of Directors for the maintenance of Condominium Property is limited to the grounds, swimming pool, common areas and exterior of the buildings as stated in the Declaration of Condominium. Maintenance of the interior of the residential Units, in addition to the air conditioner Units, condensers and water heaters, is the responsibility of the individual Owners. Windows, window screens and Unit doors are the responsibility of Unit Owners. Lanai screening and storage room doors are the responsibility of the Association.

2. It is the responsibility of the Owners of the individual Units or their representative to arrange for the admission of plumbers, electricians, air conditioning technicians, pest control personnel, etc. for maintenance purposes. A Board member on the property must be notified when any work is to be done when a Unit Owner is away.

3. Unit Owners must take all appropriate steps to reduce and/or eliminate the occurrence or continued existence of mold and/or mildew (collectively "mold") growth in and around the Unit and appurtenant Common Elements and thereby minimize the possibility of adverse effects that may be

caused by funguses, including mold. The Unit Owners' responsibilities include, but are not limited to, the following:

- The air conditioning system and humidity control system, if applicable, must be kept in good working order, and whether the unit is occupied or not, the systems must be operated adequately to control the temperature, humidity and in-door air quality in the Unit.
- The main valve on the water line serving the Unit must be turned to the OFF position if the Unit is to be unoccupied for a period of 5 or more days.
- All incidents of mold and water intrusion must be immediately reported to the Association.
- All regular and routine maintenance required to prevent water intrusion, and which is the obligation of the Unit Owner, must be timely and adequately performed. Such maintenance includes, but is not limited to the regular inspection, cleaning and services of all appliances servicing the Unit, including the air conditioning system, humidity control system if applicable, refrigerators, and freezers; the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures.

THE UNIT OWNER IS RESPONSIBLE FOR PROVIDING ITS LESSEES AND GUESTS A COPY OF THESE RULES AND REGULATIONS AND IS RESPONSIBLE TO ENSURE COMPLIANCE.

II. RULES AND REGULATIONS GOVERNING POSTING OF NOTICE

Pursuant to Section 718.112(2)(c) of the Act, the official location for posting notice of Association meetings is the bulletin board located in the pool area.

This does not preclude posting at other locations.

III. RULES AND REGULATIONS GOVERNING HURRICANE SHUTTER INSTALLATIONS

A. *Definition.* “Hurricane Shutter” shall mean any device, including but not limited to hurricane shutters, impact glass, code-compliant windows or doors or other types of code-compliant hurricane protection, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

B. *General.* Hurricane Shutters must be approved by the Board in accordance with these Rules and Regulations.

C. Installation Requests

1. Any person planning to install a Hurricane Shutter shall submit a written request to the Board not less than thirty (30) days prior to the proposed commencement of installation. The written request shall contain (1) the name and address of the person desiring the Hurricane Shutter, (2) the Unit number to which the Hurricane Shutter will be installed, (3) the name, address, and telephone number of the proposed contractor who will install the Hurricane Shutter (together with the same information for any proposed subcontractors), (4) the proposed location for installation of the Hurricane Shutter, (5) the proposed type, style, brand, color, material and name and address of the manufacturer of the Hurricane Shutter, and (6) the proposed manner of installation of the Hurricane Shutter.

2. The written request required by Paragraph 1 above shall be accompanied by a copy of (1) the occupational license and certificate of competency of the proposed contractor (and, if applicable, the subcontractor) who will install the Hurricane Shutter, and (2) the insurance certificate of the proposed contractor (and, if applicable, the subcontractor).

3. In the event the Board, in its sole discretion, determines it to be necessary to have the Association’s engineer review the documentation supplied pursuant to Paragraphs 1 and 2 above, for the purpose of determining whether the proposed Hurricane Shutter conforms to these Rules and Regulations and/or the applicable building codes, then the person requesting the installation of the Hurricane Shutter shall pay to the Association the estimated cost of such engineer’s review within five (5) days of receipt of notice from the Board. Failure to pay the cost for the engineer’s review within thirty (30) days subsequent to receipt of the Board’s notice shall be deemed a withdrawal of the request for installation of the Hurricane Shutter. The Board shall be relieved from the requirement to approve or disapprove the proposed installation if said engineering fees are not paid.

4. Within thirty (30) days subsequent to receipt of the written request and accompanying documentation, pursuant to Paragraphs 1 and 2 above, the Board shall either approve or disapprove the proposed installation.. For good cause, the Board may extend the time in which to approve or disapprove the proposed installation for a reasonable time, not to exceed an additional thirty (30) days (i.e., 60 days from date of receipt of written request and accompanying documentation). Good cause may include, but shall not be limited to, the engineer's inability to timely review the documentation. The Board shall send notice to the person requesting the proposed installation, whether the installation is approved or disapproved. In the event the Board shall disapprove the proposed installation, the notice shall state the basis for the disapproval. The Board may promulgate, and amend, from time to time, any forms it deems appropriate to convey its approval or disapproval of requests to install hurricane shutters.

5. In the event of approval, construction shall commence within sixty (60) days. Failure to commence construction within the specified time shall be deemed an abandonment of the installation. A person deemed to have abandoned the installation shall be required to submit another written request for a proposed installation in accordance with these Rules and Regulations.

D. Maintenance and Owner Obligations. As a condition of approval, the Owner of a Unit requesting installation of Hurricane Shutters shall be responsible for the insurance, maintenance, repair and replacement of the Hurricane Shutters.

E. Contractor Requirements.

1. No person (hereinafter Contractor) shall install, construct, affix, attach or place a Hurricane Shutter, unless such person is qualified to do so and holds an Occupational License to perform such installation from the governmental agencies having jurisdiction over such type of work within the County and/or appropriate governmental Unit(s) in which the Condominium is located and holds a Certificate of Competency from the State of Florida or other applicable governmental authority.

2. In addition to the requirements of Paragraph 1 above, no Contractor shall install, construct, affix, attach or place any Hurricane Shutter, unless the Contractor shall obtain and maintain Public Liability Insurance, including completed operations, in an amount not less than \$300,000.00, per occurrence, Workers' Compensation Insurance in an amount not less than \$300,000.00, and Automobile Liability Insurance, including non-owned automobiles, in an amount not less than \$300,000.00, per occurrence. Notwithstanding any minimum amount requirements, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association and the person requesting the installation of the Hurricane Shutter as co-insureds.

3. All insurance policies shall contain a clause requiring thirty (30) days prior notification to the Association in the event such policy or bond is to be canceled, terminated or modified in any manner. No Contractor or proposed Hurricane Shutter shall be approved, unless and until the policies or certificates of insurance are received by the Board.

F. Construction Lien Law. No Hurricane Shutter shall be approved, unless the installation thereof complies with the Construction Lien Law, Chapter 713, Florida Statutes (2011), as same may be amended or renumbered from time to time. The requesting Owner shall be fully responsible for compliance with such laws and, as a condition of approval, specifically agrees to indemnify the Association against any liens or other encumbrances occasioned by the installation.

G. Liability. The Owner of the Unit to which the Hurricane Shutter is installed shall be liable for any and all damage to the Condominium Property, Association property or the property of other Owners arising out of or concerning the construction, installation or maintenance of the Hurricane Shutter.

H. Removal of Shutters. The Owner agrees to be responsible for all costs of removal and reinstallation of the Hurricane Shutters, or any portion thereof, if necessary, to allow the Association to fulfill its maintenance, repair and replacement duties as set forth under the Declaration of Condominium and the Act.

I. Technical Specifications.

The Hurricane Shutter and the installation thereof, shall conform, in all respects, to the State Minimum Building Codes and the Building Codes of the governmental agencies having jurisdiction over the Hurricane Shutter installation in the Condominium at time of installation.

J. Authority of Association Officers and Agents. All references to “Board” or “Association” herein shall include authorized Officers and agents of the Association.

K. Miscellaneous/Remedies

1. Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the Hurricane Shutters.

2. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary Building or Zoning Permits, variances and adherence to any and all other procedures outlined for the construction and maintenance of the improvements described herein by all City, Town, County, State or other governmental entities, including compliance, with current building codes.

3. Owner agrees to construct and maintain the Hurricane Shutters referred to herein in a first-class manner, and Association shall have the right, upon prior notice to Owner, to periodically inspect the shutters to verify compliance with this requirement. If Owner fails to maintain the hurricane shutters after ten (10) days’ written notice from Association to Owner, Association shall have the right to perform, or have performed, any required maintenance or repair work or to have the Hurricane Shutters removed and the property restored to its condition prior to the installation of the Hurricane Shutters. Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the Unit referred to herein in order to secure payment of any such sums. Said lien shall bear interest and be collectable and foreclosable in the same manner as liens granted to the Association under the Declaration and Condominium Act for non-payment of Condominium Assessments.

4. Owner agrees to indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney’s fees, arising out of or because of the construction, installation or maintenance of the Hurricane Shutters described above.

5. Owner agrees to be responsible for any damage to the Condominium Property, Association property or other Units within the Condominium which is caused as a result of the construction, installation or maintenance of the Hurricane Shutters described herein.

6. The Association shall not be required to approve or permit any Hurricane Shutter, unless and until the person requesting the installation thereof has fully and completely complied with each and every provision of these rules.

7. No Contractor, subcontractor, laborer or materialman shall be permitted entry upon the Condominium Property, for purposes of actual installation, construction or delivery of materials, unless and until the proposed Hurricane Shutter has been approved by the Association.

IV. RULES AND REGULATIONS GOVERNING UNIT OWNER PARTICIPATION AT MEETINGS

WHEREAS, Section 718.112(2)(c) of the Act, provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at meetings of the Board; and

WHEREAS, Section 718.112(2)(d)7 of the Act, provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of unit owner statements at unit owner meetings; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statutes.

NOW THEREFORE, the following rules regarding Unit Owner participation at meetings are adopted:

A. BOARD AND COMMITTEE MEETINGS

1. Board and Committee Meetings Defined.

(a) “Board Meeting” is defined as a quorum of Directors gathered to conduct Association business.

(b) “Statutory Committee Meeting” is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

(c) “Statutory Committee” means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

2. Attendance at Board or Statutory Committee Meetings. Unit Owners have the right to attend Board and Statutory Committee Meetings except as provided by law. No person other than a Unit Owner shall be permitted to attend such Meetings, unless permitted by the Chairman of the meeting. Unit Owners do not have the right to attend meetings of any Committee which is not a Statutory Committee, unless permitted by the Committee Chairman or required by law.

3. Participation at Meetings.

(a) Unit Owners have the right to speak at Board and Statutory Committee Meetings. No other person shall be permitted to speak at such Meetings, unless permitted by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted.

(c) A Unit Owner will only be permitted to speak once in reference to each designated agenda item, unless otherwise requested to speak again by the Chairman of the Meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item unless approved by the Chairman of the Meeting. Other Unit Owners cannot “yield” their time for the purpose of extending a Unit Owners time

limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the discussion and voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements regarding designated agenda items.

4. Taping of Meetings.

(a) Unit Owners may tape record or videotape any Meetings of the Board or Statutory Committee.

(b) A Unit Owner desiring to tape record or videotape a Board Meeting or Statutory Committee Meeting shall submit a written notice to the Secretary at least five (5) minutes before the start of the Meeting advising that the meeting will be tape recorded or videotaped. A separate written notice must be made for each meeting the Unit Owner desires to tape record or videotape.

(c) No tape recording or videotaping of any Meeting shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

B. UNIT OWNER MEETINGS

1. Unit Owner Meetings Defined. "Unit Owner Meetings" is defined as a quorum of Unit Owners gathered at a lawfully noticed meeting to conduct official Association business.

2. Attendance at Unit Owner Meetings. Unit Owners have the right to attend Unit Owner Meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner's proxy shall be permitted to attend Meetings, except agents of the Association or persons permitted by the Chairman.

3. Participation at Unit Owner Meetings.

(a) Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at Meetings, except agents of the Association, designated proxies, or those persons permitted to speak by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or majority vote of those present (in person or by proxy) at the meeting.

(c) A Unit Owner will only be permitted to speak once in reference to each agenda item. A Unit Owner statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the voting of the Unit Owners upon that agenda item.

4. Taping of Unit Owner Meetings.

(a) Unit Owners may tape record or videotape Unit Owner Meetings as permitted by law. A Unit Owner desiring to tape record or videotape such a Meeting shall submit written notice to the Secretary at least five (5) minutes prior to the start of the meeting.

(b) No tape recording or videotaping of Unit Owner Meetings shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

V. RULES AND REGULATIONS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS

WHEREAS, Section 718.111(12)(c) of the Act, provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statute.

NOW THEREFORE, the following rules governing inspection of the Official Records of the Association are adopted:

A. RECORDS DEFINED. The Official Records available for inspection and copying are those designated by the Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

B. RECORDS AVAILABLE. No records other than those defined above shall be available for inspection or copying.

C. PERSONS ENTITLED TO INSPECT OR COPY. No Unit Owner, or the Unit Owner's authorized representative, or any other person shall have any right to inspect or copy the records of the Association, except as permitted by law or approved by the Board. All references to Unit Owner will include a Unit Owner's authorized representative.

D. INSPECTION AND COPYING.

1. A Unit Owner desiring to inspect or copy Association records shall submit a written request by hand delivery during regular business hours, regular U.S. Mail or Certified U.S. Mail, Return Receipt Requested, to the Association at the official address of the Association, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.

Requests by facsimile transmission, electronic mail (e-mail) or other means or verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

A Unit Owner's inspection request shall be deemed received as follows. If sent by regular U.S. Mail, five days after the date of post-mark on the letter transmitting the request. If by hand-delivery during regular business hours, the day following the receipt of the hand-delivery. If by U.S. Certified Mail, Return Receipt Requested, the date that the receipt card was signed for by the Association.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying and shall be conducted solely by the Unit Owner signing the inspection request, or their authorized representative. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit

Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

3. A Unit Owner shall not submit more than one (1) written request for inspection or copying of records per calendar quarter.

4. Inspections of records shall be conducted at the location where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in the County where the Condominium is located or within forty-five (45) miles of the Condominium. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

5. Records shall generally be made available for inspection by the Association on or before the fifth (5th) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Unit Owner or for good cause. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10th) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended by the Association in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours which shall mean Monday through Friday, exclusive of federal, state and local holidays between the hours of 10:00 A.M. to 12:00 P.M. and 1:00 P.M. to 4:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than nine (9) hours in any calendar quarter. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar quarter shall be the maximum number of sessions in a calendar quarter.

6. If, at or subsequent to inspection, a Unit Owner desires to have a copy of a record, the Unit Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. The Association may send the records out for copying by an outside source, such as a commercial copying company. Photocopies will be available at the place where Official Records are kept. **Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place. Release of the requested copies will occur only after payment is received.**

7. A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed fifty cents (\$.50) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance in cash for the cost of a copy shall be required.

If so elected in the request for inspection, Unit Owner may use a portable device, such as a smartphone, tablet, portable scanner or other technology capable of scanning or taking photographs to make an electronic copy authorized for disclosure. There is no cost charged by the Association.

8. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. However, if records are kept on computer format, the Association may print such records to paper. The Association shall not be obligated to allow Unit Owners to access the Association's computer system, nor shall it be required to make copies of computer records which may violate copyright laws, licensing laws or agreements, vendor agreements, or which involve proprietary software or computer data. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Unit Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

9. The Association may comply with its obligation to make Official Records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

E. MANNER OF INSPECTION.

1. For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.

2. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner.

VI. RULES AND REGULATIONS ESTABLISHING ASSOCIATION FEE SCHEDULE

The following is a schedule of fees charges by the Association, which may be modified by the Board of Directors from time to time, but which shall in no event exceed the maximum permissible by law. The entitlement to receipt of these fees may be allocated between the Association or other third party as provided in a written agreement. Attorney’s fees incurred by the Association with respect to the issues for which fees are levied may be passed on to Unit Owners or other third parties, if permitted by law, and shall be in addition to the Association’s fees.

1. **Estoppel Letters:**

Pursuant to Section 718.116(8) of the Act, this Rule constitutes the Board’s Resolution to charge a fee of \$100.00 for estoppel letters, per letter.

2. **Mortgagee/Lender Questionnaires:**

The Association is not obligated to complete these forms and reserves the right to decline to do so in any instance. If a mortgagee/lender questionnaire is prepared, the fee is \$100.00, per form, plus legal fees incurred by the Association necessary to assist in preparation of the form.

3. **Transfer Approvals:**

<u>Type</u>	<u>Amount</u>	
Lease Approval.....	\$100.00	No additional charge for consecutive lease renewals with the same Tenants.
Sale Approval or other disposal	\$100.00	

4. **Miscellaneous:**

<u>Type</u>	<u>Amount</u>
Photocopying of Association’s Official Records Kept in Paper Form.....	\$.50 (fifty cents) per page
Copying of other Official Records.....	Actual Cost to Association

VII. RULES AND REGULATIONS ESTABLISHING APPLICATION FOR SALE, TRANSFER OR LEASE

WHEREAS, the Declaration provides that no Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors; and

WHEREAS, the Declaration provides that Board of Directors shall have the authority to approve all leases and renewals or extensions thereof; and

WHEREAS, the Declaration further provides that the Board shall have the authority to promulgate or use a uniform sales/lease application; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the Declaration, to require the use of a uniform application for sale/lease to protect the Association and the Unit Owners when a Unit is transferred or leased; and

NOW THEREFORE, the following rule is adopted.

1. All transfers and leases of any Unit must be approved by the Association in advance and in writing as provided by the Declaration.

2. All transfers and leases must also be accompanied by the Application for Sale or Transfer which is attached hereto as **Exhibit "A"** to Rules and Regs or by Application for Lease which is attached hereto as **Exhibit "B"** to Rules and Regs. The Application for Sale, Transfer or Lease must be signed by the Unit Owner, the proposed Occupant(s), and upon approval by the Association by the Association's designated representative.

3. Failure to include the attached Application will result in denial of the proposed transfer by the Association.

VIII. RULES AND REGULATIONS ESTABLISHING ASSOCIATION ADDENDUM TO LEASE AGREEMENT

The Association hereby adopts the following rules, in addition to those authorized pursuant to the Florida Statutes, as amended from time to time, and pursuant to the Declaration and other condominium documents now or hereafter in effect, which Rules and Regulations shall automatically be construed as part of any lease, now or hereafter in effect.

1. All leases of any Unit must be approved by the Association in advance and in writing as provided by the Declaration. Leases must be for a minimum of 90 consecutive days with a maximum of three per year. If Tenant leaves or does not occupy the unit, it may not be occupied by any other person, including the Owner, until the expiration of the lease term.

2. All tenants and their families, guests or invitees must comply with the Use Restrictions and Condominium Documents.

3. Tenant shall not assign, sublease or rent-share. Any lease renewal must be approved by the Association.

4. Tenant grants the Association the right to inspect the premises for the protection and preservation of the property and for making any and all necessary repairs, alterations, improvements and for supplying agreed services, and determining the existence of suspected or reported violations.

5. The Association shall not be liable for any damage to persons or property caused by the Owner/Landlord or to Tenant or Tenant's family, agents, guests, invitees, employees or servants, all of whom agree jointly and severally to indemnify and hold Association harmless from any claims or demands whatsoever for any work, activity, injury to person or property by any means whatsoever.

6. Failure to comply with any material provisions of the Condominium Documents, lease or other statute or law shall give rise to termination of the lease as provided by the Florida Statutes, as amended from time to time. All costs to be borne by the Owner/Landlord and/or Tenant, jointly and severally.

7. Upon notice, Tenant must pay the rent to the Association when the Owner is delinquent in any monetary obligations to the Association as provided by the Florida Statutes 718.116(11). If Tenant fails to do so, the Association shall be afforded all the protection of the laws of Florida.

IX. RULES AND REGULATIONS ESTABLISHING ASSESSMENT COLLECTION POLICY

WHEREAS, the Association desires to adopt a policy regarding the collection of Assessments; and

NOW THEREFORE, the Board of Directors of the Association hereby establishes the following assessment collection policy. All capitalized terms shall be given their meaning as described in the Condominium Documents or the Act, as those terms are defined later herein, or the definitions ascribed to said terms in this Policy:

1. Article 13 of the Declaration of Condominium states that Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the By-Laws and shall be borne by the Unit Owners on the basis set forth in Section 6 and elsewhere in these Condominium Documents.

Article 13 of the Declaration of Condominium provides further for the Liability for Assessments and Charges; Default in Payment of Assessments for Common Expenses or Charges; Notice of Intention to Foreclose Lien; Attachment of Rental Income When Unit is Delinquent; First Mortgagee; Certificate of Unpaid Assessments or Charges; Lien for Charges; and Other Remedies

2. The following provisions of the Act, address rights and remedies of the Association in connection with delinquent Assessments as follows:

(a) Section 718.112(2)(d)1 of the Act provides that a person who is delinquent in the payment of any monetary obligation is not eligible for Board membership.

(b) Section 718.112(2)(g) of the Act permits the acceleration of Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of year is filed.

(c) Section 718.112(2)(n) of the Act provides that a Director or Officer more than 90 days delinquent in the payment of any monetary obligation shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

(d) Section 718.116(4) of the Act provides that if the Association is authorized by the Declaration or Bylaws to approve or disapprove a proposed lease of a Unit, the grounds for disapproval may include, but are not limited to the Unit Owner being delinquent in the payment of an Assessment at the time approval is sought.

(e) Section 718.116(6)(c) of the Act provides that if a Unit Owner remains in possession of a Unit after a foreclosure judgment has been entered, the Court, in its discretion, may require the Unit Owner to pay reasonable rental for the Unit. This provision of the Act further provides that if the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to appointment of a receiver to collect the rent.

(f) Section 718.121 of the Act provides that no lien may be filed by the Association until thirty days after the date on which a notice of intent to file a lien has been delivered to the Owner by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and delivered to the Owner at the address of the Unit if the Owner's address is reflected in the records of the Association is not the Unit address. If the address reflected in the records is outside the United States, sending the notice to that address and to the Unit address by first-class United States mail is sufficient. Delivery of the notice (hereinafter "Statutory First Notice") is deemed given upon mailing as required by the Act.

(g) Section 718.303(3) of the Act provides that if any Unit Owner is more than 90 days delinquent in the payment of any monetary obligation to the Association, the Association may suspend the right of the Unit Owner, or a Unit's occupant, licensee or invitee to use Common Elements, common facilities or any other Association property until the monetary obligation is paid.

(h) Section 718.303(5) of the Act provides that the Association may suspend the voting rights of any Unit Owner if such Unit Owner becomes more than 90 days delinquent in the payment of any monetary obligation to the Association. Such suspension shall end upon full payment of all obligations currently due or overdue the Association.

3. References to "Assessments" herein shall refer to Annual Assessments which are payable monthly or quarterly, as specified by the Board, and due on the first day of each month or quarter, as applicable (hereinafter the "Assessment Due Date") and Special Assessments which are due on the date specified by the Board in the notice of the assessment given pursuant to Section 718.116(10) of the Act ("Special Assessment Due Date"). The Assessment Due Date and Special Assessment Due Date shall collectively be referred to as the Due Date. All Assessments or Charges not paid within ten (10) days after the Due Date shall be considered delinquent.

4. A monetary obligation as that term is used herein shall include any regular Assessment, Special Assessment, Fine, or Charge authorized by the Declaration, the Bylaws of the Association or the Act.

5. If payment of an Assessment in full has not been received by the Association, at such location as the Association may specify from time to time, within ten (10) days of the Due Date, the Association (either itself, or through its agent) will add a late fee of five percent (5%) of the installment due, or \$25.00, whichever is greater. Interest at 18% per annum shall also be added, retroactive to the due date.

6. Once any Assessment is thirty (30) days past the Due Date, the Association will turn the matter over to its attorney, who in turn will send a Statutory First Notice. Delinquency for the purposes of this Policy shall be measured from the Due Date, without regard to the ten day "grace period" provided in Paragraph 3. Owners shall be responsible for all applicable late fees and interest as referenced above, as well as all reasonable expenses of collections and costs and attorney's fees affiliated with the statutory First Notice.

7. Once any Assessment is sixty (60) days past the Due Date, or the payment deadline from the attorney's Statutory First Notice has lapsed, whichever is later, the Association's attorney shall record a claim of lien and provide the Unit Owner with notice of intention to foreclose a lien, as required by the Act, in order to collect the outstanding amounts owed, including but not limited to the amount of the delinquent Assessment(s), interest, late fees, attorney's fees and costs, reasonable collection expenses and any amounts that have been accelerated. The President of the Association shall have the authority to instruct counsel to also accelerate remaining assessments for the fiscal year, if after consultation with legal counsel, the President believes that acceleration is in the best interest of the Association, which may be considered on case-by-case basis. Such claim of lien shall also secure, including but not limited to, all unpaid Assessments, attorney's fees, interest, late fees and costs and reasonable expenses of collection which are due or may become due subsequent to the date the claim of lien is recorded. The Association's attorney will also send a notice advising the Owner that a foreclosure action will be commenced unless the entire amount indicated on the claim of lien, as well as any sums that have accrued since the date of the claim of lien, are paid within thirty (30) days from the date of the notice.

8. The Association has the authority to approve lease applications pursuant to Article 17 of the Declaration. If a Unit Owner is delinquent in the payment of Assessments at the time an application for rental or lease of a Unit is received, the President shall have the authority to deny the application, without need for prior approval of the Board of Directors. The Association may grant conditional approval for lease or rental of a Unit when the Unit is delinquent in the payment of Assessments contingent upon written agreement from the Unit Owner and the Tenant to pay all rent due from the Tenant to the Unit Owner to the Association, until all past-due Assessments (including late fees, interest, cost, and attorney's fees) have been paid up, with an additional proviso that future rentals may be directed to the Association if the Unit again becomes delinquent in the payment of Assessments during the lease term. Further, the Association shall have the right to attach rental income as may be authorized by the Declaration, the By-Laws, or law.

9. Pursuant to Section 17.4.5 of the Declaration, the Association may withhold approval for transfer of a Unit until all past-due Assessments (including late fees, interest, cost, reasonable collection expenses, and attorney's fees) have been paid.

10. Any person who is delinquent in the payment of any monetary obligation to the Association by more than 90 days is not eligible to sit on the Board of Directors. If such an individual has submitted a Notice of Intent to run for the Board, their name shall be included on the Annual Meeting Ballot. However, if such individual remains delinquent at the time of the election, votes cast for such individual shall not be counted and the next highest vote recipient shall be seated, as applicable. Further, such individual shall not be eligible for appointment to the Board, in the event of no election.

11. Should any person become more than 90 days delinquent in the payment of any monetary obligation to the Association, the Board of Directors shall consider the suspension of such Unit Owners, or Unit occupant, invitee, or licensee's, use rights of the Common Elements and Association Property at a regularly scheduled Board meeting or a special meeting of the Board. In the event that such suspension is imposed at said meeting, the Association shall notify the Owner, and if applicable, the Unit's occupant, licensee or invitee of such suspension by mail or hand delivery. Such suspension shall be for a reasonable time, as determined by the Board.

12. Should any Unit Owner become more than 90 days delinquent in the payment of any monetary obligation to the Association, such Unit's voting rights are suspended by virtue of this Resolution. The Association shall send written notice of such suspension to the subject Unit Owner. However, the failure to send such notice shall not be considered a waiver of any right of the Association nor shall such notice be a condition precedent to the automatic suspension of a Unit Owner's voting rights. Such suspension shall continue until the receipt of full payment of all obligations currently due or overdue the Association. The Unit Owners whose voting rights have been suspended by this Resolution shall be subtracted from the quorum and voting requirements of any votes taken during such suspensions to the extent permitted by the Act, the Declarations or the Association's By-Laws.

13. It is the intent of the Board that this collections policy be adhered to as closely as possible. However, any deviation from or waiver of this Policy will not affect the collections process and cannot be raised as a defense by a delinquent Unit Owner in any collections proceeding. Further, the Board shall have the authority to deviate from or waive the provisions of this Policy, when in the opinion of the Board of Directors, the best interests of the Association are served by such waiver or deviation, including but not limited to situations where substantial hardship or excusable neglect by the Unit Owner has been shown. The waiver or deviation of the provisions of this Policy in one instance shall not require waiver or deviation in any other instance.

14. The President of the Association shall have the authority to implement this Policy, without need for specific approval of the Board, except that the suspension of use rights provided for in Paragraph 11 and the waivers provided for in Paragraph 13 shall be considered by the Board.

X. RULES AND REGULATIONS ESTABLISHING FORM OF QUESTION AND ANSWER SHEET

WHEREAS, Section 718.504 of the Act, in pertinent part, provides:

In addition to the prospectus or offering circular, each buyer shall be furnished a separate page entitled “Frequently Asked Questions and Answers,” which shall be in accordance with a format approved by the division and a copy of the financial information required by s. 718.111.

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced article of the Declaration of Condominium, to create “Form” Frequently Asked Questions and Answer Sheet to be updated annually; and

NOW THEREFORE, the following rule is adopted.

2. The Board of Directors shall update the State Mandated Frequently Asked Questions and Answer Sheet which is attached hereto as **Exhibit “A”** to Rule X annually.

3. The Board of Directors shall update their Frequently Asked Questions and Answer Sheet which is attached hereto as **Exhibit “B”** to Rule X annually

ANNA MARIA CONDOMINIUM ASSOCIATION INC

as of Mar 2017

Name of Condominium Association

Q: What are my voting rights in the condominium n?

A: One vote per unit.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A Unit Owner is entitled to the exclusive use and possession of his Unit. Restrictions are primarily contained in Sections 8 through 16 of the Declaration and in the Rules and Regulations. All Units are to be used for single family residential purposes only.

Q: What restrictions exist in the condominium document on the leasing of my unit?

All leases require prior approval by the Board of Directors. The minimum lease term is 90 days and units may be leased 4 times in any calendar year. For a complete discussion of lease restrictions see Section 17 of the Declaration.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: The fees are based on the annual budget and due in quarterly payments on the first of January, April, July & October. Due by the 10th of these months. As of March 2021 dues are \$1084.00 per quarter.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: NO

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: NO

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: NO

Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

Exhibit "A" to Rule XH

Page 1 of 1

ANNA MARIA CONDOMINIUM ASSOCIATION, INC.
4113 se 19TH Place Box 100 Cape Coral, FL 33904
FREQUENTLY ASKED QUESTIONS AND ANSWERS

1. **WHAT DO THE MAINTENANCE FEES COVER?** Presently Fees are charged per quarter, which covers water, sewer, pest control, exterior maintenance repair, building insurance, trash collection, lawn, common lighting pool care and heating. It does NOT cover Homeowner's or Renter's insurance.
2. **WHEN ARE MAINTENANCE FEES DUE?** Fees are due quarterly by the 1st of these months, (Jan, April, July and Oct). Fees must be delivered to Box #100 or mailed to the Association at the above address, by the 10th of the month. ACH, auto pay is available. Due to be paid promptly.
3. **DO YOU ALLOW PETS?** No. Owners, renters or guests. May not have any pets.
4. **MAY I PARK AN RV OR CAMPER ON THE PROPERTY?** Not without a permit. The City Code Enforcement Department issues 48 hour permits to a local resident for any purpose.
5. **MAY I RENT MY CONDOMINIUM?** Yes. With Board approval and a lease agreement of not less than 90 days. There are other restrictions. Please ask for details.
6. **AM I PERMITTED TO HAVE GUESTS FOR AN EXTENDED STAY?** Houseguests of occupants may not remain for a continuous stay of more than 30 days.
7. **MAY I RENT OUT MY SPARE BEDROOM?** No. The Condominium Documents state that each Unit is to be a single family Unit.
8. **MAY I SELL OR RENT TO SOMEONE WHO IS NOT AGE 55 OR OLDER?** NO. Because we are a 55-1- community, at least one occupant must be 55 or older and also provide proof, of which a copy is required to be on file with the Condo.
9. **MAY I CONDUCT A BUSINESS OUT OF MY CONDOMINIUM?** No.
10. **DOCKS AND BOATS?** The boat dock is "first come, first served" with a maximum of 36 feet length overall (LOA) including bow pulpits and swim platforms. One boat per condominium is allowed. See the Board for dock space and other regulations.
11. **MAY GUESTS USE THE BOAT DOCK?** Yes. Guests may dock their boat. Docking overnight only with Board approval.
12. **MAY TRUCKS BE PARKED ON THE PREMISES?** No. Except for service vehicles during the daytime. Personal Pickup trucks by owners are allowed.
13. **MAY A BOAT & TRAILER BE PARKED ON THE PREMISES?** No. The rules prohibit the parking of any boats and/or trailers on the premises.
14. **I HAVE 2 CARS, BUT JUST 1 PARKING SPACE.** Only one parking space is allocated per unit due to space restrictions.
15. **ARE THE BUILDINGS INSURED?** Our buildings and the grounds are fully insured. Owners are responsible for insuring contents (furniture, personal items, flooring covering, wall and ceiling coverings, built-in cabinets, water heaters, heating and air conditioning equipment, appliances) and general liability insurance for inside their unit. Typically and HOA-6 policy is used.
16. **MAY I STORE PERSONAL PROPERTY IN THE COMMON AREA AROUND MY CONDO?** No. All personal property must be kept in the storage lockers or your unit.
17. **GRILLS AND GRILLING:** Personal grills are allowed with regulation. NO Grills or propane on the second floor or inside any Condo including Lanai's per Cape Coral Fire Dept.

--- Natural flowers may be planted in flowerbeds as long as you care for them and have board approval.

---- This next section is intended as a reminder for current as well as new owners ----

18. WHEN I LEAVE FOR OVER FIVE DAYS, WHAT ARE MY RESPONSIBILITIES? The water main is outside your unit. Turn it off. Turn off all water shutoff valves to washer, icemaker on the refrigerator, and water closets in the bathrooms. You will be responsible for any water leaks from your unit.

19. WHAT ARE MY RESPONSIBILITIES WHEN I LEAVE FOR AN EXTENDED PERIOD? In addition to the above you should either place saran wrap over the toilet tank and seat. Or you can add RV antifreeze in the toilets and all sink drains to prevent evaporation which allows sewer gas and bugs into your unit. You could also add a thin layer of Vegetable oil to all of the drains and toilets to halt evaporation.

Be sure to leave contact numbers on the counter for any electric, plumbing & air conditioner repair companies that you use. Boats left in the water during hurricane season or while away. You are liable and responsible for any damage-your boat may do to your condo, your boat/ or any other property in the area are. Please be cautious and make proper arrangements.

If you leave a car, please place the keys out on the counter also in case it needs to be moved for driveway repairs or maintenance.

Please clean your grill when storing in your storage unit off season so that we do not attract bugs and rodents to our very clean property.

Turn off your water heater and whatever other appliances you chose. Arrange to have someone check your AC and unit while away. Two of our owners offer this service.

22. WATER HEATERS: A reminder that all water heaters must be replaced every ten years and, if for a second floor unit, must be moved to the lanai from the attic when replacement is performed.

23. BOARD APPROVAL IS REQUIRED: When the following changes occur to insure conformity to our documents: Replacement of all permanent flooring (including tile, wood, laminates and carpets), windows, Hurricane shutters for windows or Lanai, exterior doors, cars, boats and any other items stored on or visible from common property.

24. PLEASE SUBMIT THE FOLLOWING TO THE BOARD WHEN RENEWED: All your current insurance policies (condo, car, boat) along with boat registration if you have a boat on the property.

25. PLEASE KEEP YOUR EMERGENCY CONTACT INFORMATION CURRENT AND AVAILABLE.

27. ARE OWNERS NOTIFIED ABOUT BOARD MEETINGS? Yes. Meeting dates, times and places are posted on the bulletin board located at the pool, by mail and electronically. Owners are encouraged to attend most meetings.

28. CAN THE BOARD BE SUED BY AN OWNER? Yes. But prior to going to court, all parties must meet with a State of Florida Mandatory Non-Binding Arbitration Board relative to the dispute

XI. RULES AND REGULATIONS ON DOCK PRIVILEGES

Preamble

The number of dock slips (hereinafter defined as a docking space for boats) within the Anna Maria Condominium Association is limited to the lineal footage allowed by the City of Cape Coral.

A diagram of the finger docks (hereafter referred to as the platform for loading and unloading boats) with approximate location of the buildings on the 19th Place canal side is attached for reference as to which units have which dock slips designated for use at the time of the adoption of these Rules. Thereafter, the Board of Directors shall assign the privilege of using a dock slip to an Owner or Lessee in good standing on a first come/first serve basis. However, a Unit Owner's request shall supersede a Lessee's request. First Come first served basis means the requests will be dated as of the date received by the Board and, if approved, the next available dock slip will be assigned to the unit owner. If the dock slip is offered and refused, it will be assigned to the next in line. The owner who refused an assignment will remain on the wait list until deletion is requested. No dock slip shall be held pending purchase of a boat unless there is a waiting list for dockage. At a time when there is a waiting list for dockage, a dock slip may be held by a condo owner for a "reasonable" period (generally not to exceed three months) while they are in the process of obtaining a boat.

General Regulations

1. The finger docks are a Common Area as that term is defined in the Declaration and, therefore, approval to grant dock slip privileges does not convey any ownership interest or leasehold right to the finger dock. Approval does not convey a permanent or continued right to use.
2. The Association is the sole authority regarding the location, placement, installation and removal of the necessities for finger boat docking and use. The Board has the responsibility and authority to ensure that all regulations are enforced to preserve and protect common areas.
3. Units that have been granted the privilege of a dock slip are responsible for personal liability and personal property insurance coverage for their vessel and must provide annually to the Association updated proof of insurance and registration or the privilege will be revoked. The Association is not responsible for and does not provide insurance for marine related accidents, damage or loss to any vessel or theft.
4. Visitors and guests are welcome to use an unassigned dock or tie up to the south side pilings for day use only while visiting an owner or tenant who is on the property and that owner or tenant accepts all liability for such actions.
5. Overnight visitors or guests may use an unassigned dock or tie up to the south side pilings for a limited stay (typically not to exceed two days) by submitting current copies of the boats insurance coverage and registration. They must also receive written permission from the board.

6. A dock slip assigned cannot be transferred without the express written approval from the Board of Directors. Such approval may require additional conditions to protect the Association property.
7. All vessels shall strictly comply, at all times, with the regulations, rules, directives, laws, statutes and ordinances, now existing or subsequently promulgated or in force, of all appropriate governmental, or quasi-governmental bodies.
8. No nuisances shall be allowed nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful and proper use of Condominium Property. No engine or other motor shall run on a vessel for more than 10 minutes in any one hour. Generators shall not be used except in case of emergency.
9. The Association may permit police, U.S. Coast Guard and similar watercraft to tie-up and be kept on any portion(s) of the Condominium Property, including unoccupied slips.

Application

In order to request approval, the Boat Owner must submit the following items to the Board along with the form of written application attached hereto at the time of request:

- a. Proof of ownership
- b. Proof of valid/current insurance
- c. Accurate picture of the vessel
- d. Proof of valid/current registration

Upon receipt of the above information and Application for Dock Space attached hereto as Exhibit "C" and incorporated herein by reference, and if the Board has determined in its sole discretion that a dock slip is available, it will inform the Unit boat owner as to which dock slip has been assigned. If the Board determines that a space is not available, the applicant will be informed that the request has been put on a Wait List pending future availability.

Dock Slips

1. No more than one registered boat per dock slip is permitted - Maximum feet is 36 feet length over all (LOA) including bow pulpits and swim platforms.
2. Rental of dock slips to non-residents is prohibited.
3. Assigned dock slips shall be occupied by the Applicant's boat only.
4. The safety of each boat and the protection of the finger docks and seawall from damage is the responsibility of the boat owner. The cost to repair damage incurred to the finger docks and sea wall from the operation of a boat or by a moored boat is chargeable to the boat owner. The boat owner is also chargeable for the removal of any boat deemed by the Board to be a safety hazard or have the potential to cause damage to the docks.
5. No modifications or repairs to a finger dock are permitted as they are Common Area excepting standard hardware such as bumpers and cleats may be affixed to secure a boat.
6. Storage/dock boxes are permitted with Board approval as to color, width, height, depth, placement and construction of platform for the box. No such item shall be placed on any walkway or finger dock. All boating equipment, including but not limited to gas cans, fishing gear, cleaning supplies, etc. and all other boat related equipment must be stored out of sight when not in active use. Fishing gear such as poles and nets may be stored in rod holders on the boat.
7. Neither whips nor lifts are permitted.

8. The finger docks and concrete walkway must be kept free and clear of any obstruction or object that might constitute a hazard or block passage of the walkways.
9. No signs, banners or commercial advertisements of any kind shall be posted or attached to a boat or finger dock, examples: For Sale, etc.

Boats

1. No more than one registered boat per dock slip. Maximum boat length is 36 ft length over all (LOA) including bow pulpits and swim platforms. No fully enclosed Flybridge allowed without prior board approval. Maximum rooftop height above waterline is 12 ft. Boat beam must be less than existing slip width including piling bumpers as currently configured (approximately 13ft).
2. All boats must be properly registered with the Association and moored to a permanent dock slip.
3. All moored boats must be tied securely to the finger dock in such a way as to avoid excessive movement with winds and tides. Canals and channels must not be obstructed.
4. Only boats belonging to or rented/leased by unit owners, leasees and their guests are permitted to be moored at the finger dock location assigned to the unit. There cannot be dual usage of a dock space between owner and / or lessee and if owner is using the space, the lessee waives right to use finger dock.
5. All boats must be promptly removed by the Boat Owners in the event of a hurricane warning issued by the National Weather Service.
6. All boats must be promptly removed by Boat Owners in the event of written notice from the Board for finger dock or seawall maintenance.
7. Boats must be in a fully operational condition and seaworthy at all times (in other words, the boat must be in a fit condition, by design and construction, outfitted and ready for use and sailing).
8. Advanced boat maintenance or major repair activities, hull painting and discharge or release of oils or greases associated with engine and hydraulic repairs, and related metal-based bottom paints associated with hull scraping, cleaning and painting are prohibited.
9. Fresh water and electrical power are provided for occasional, appropriate use by boaters and fishermen. Normal cleaning, waxing and washing of salt and daily dirt is allowed. Please remove all waste and garbage from the finger docks and concrete walkways. These conveniences should be used only in daylight hours. They are not to remain, for safety concerns, crossing the walkway during hours of darkness. (Amended 12/7/2024 Board meeting)
10. Boats used for commercial purposes or have any type of commercial identification are prohibited.
11. No vessel shall be used for immoral, illegal or transient guest purposes.
12. Houseboats are not permitted and Live-aboard boat usage is prohibited.
13. Unit owners must immediately relinquish their assigned slips when they:
 - a. No longer own the registered boat. However, if the unit owner intends on replacing the registered boat with another vessel, the unit owner shall have the maximum time of twelve consecutive months to register another vessel.
 - b. No longer intend to use the boat slip. The boat slip is not transferable from the unit owner.
 - c. Has not used the boat slip for a period of twelve consecutive months.
 - d. When the condominium unit is sold or upon termination or expiration of the lease.The Board will reassign the use of the boat slip on a first come, first serve basis.

Canoes and Kayaks

The following rules are being developed as the association begins to allow watercraft other than boats into the common areas of the property. They may be changed considerably as issues arise.

Canoes and Kayaks are allowed and must comply with the following additional rules:

1. Owner must first obtain approval from the Board in writing for a storage location in the common area.
2. Owner may store on the property a maximum of two kayaks or canoes.
3. Each craft may not exceed 17 feet in length and must not encroach upon the concrete dock or any walkways.
4. Canoes and kayaks must be seaworthy. Seaworthy means that it can float in the water and can carry an individual without drawing water into the sitting area.
5. Canoes and kayaks cannot be secured to posts, building foundations, structures or other common elements including stairwells and grassy areas, other than those assigned. Any found secured to any common element other than an assigned area will be removed.
6. All canoes and kayaks must be identified with the Unit Owner's unit number. If the canoes and kayaks are not properly labeled and identified, the Association has the authority to remove them.
7. When craft owner is absent from the property for more than two weeks, the craft must be stored in the owner's unit or off premises.
8. Daily storage of craft: An approved boat owner may store at least one of their craft on the water side of the pilings of their finger dock out of the water if they desire. An approved owner may store their craft on the decking of an unused finger dock so long as the finger dock remains unassigned to a boat owner. The craft must be removed from that finger dock when it becomes assigned to another boat owner. The board will assign a new space for the craft if one is available including some of the pilings along the South side of the canal. If and when there are no spaces available, the board will install a rack at the east end, north end or other suitable location of the property for additional canoe and kayak storage.

Sailboats

In addition to all the rules above concerning boats, the following shall apply to sailboats:

1. All sails must be stored, folded or tied down with proper covers affixed.
2. All halyards must be secured to prevent noise and slapping.

Violation

The Board will govern the application of these rules. Any violation will result in the Board requesting that the subject Boat be immediately removed from the Association property. However, the Board may grant, at its option, a 30 day period in which to remedy any rule violation via written notice. If then the violation has not been remedied, the Board may have the Boat towed and stored at owner's expense and Boat Owner must reimburse the Association in full prior to the Association releasing the Boat.

Modification

The Board reserves the right to amend or modify these Rules and Regulations.

XII. RULES AND REGULATIONS ON POLICIES AND PROCEDURES FOR DISABLED/HANDICAPPED OWNER, RESIDENT OR GUEST TO REQUEST REASONABLE ACCOMMODATION

WHEREAS, Section 10.2.4 of the Second Amended and Restated Declaration of Condominium of Anna Maria Condominium (the "Declaration") provides that the Board of Directors may adopt rules and resolutions from time to time regulating the use of the Condominium; and

WHEREAS, the Association currently has a "no pet" restriction under Section 15.5 of the Declaration; and

WHEREAS, the Association recognizes the importance of establishing provisions for reasonable accommodation.

NOW, THEREFORE, the Board has adopted the following Rules for Policies and Procedures with respect to Disabled/Handicapped Owner, Resident or guest to Request Reasonable Accommodation as follows:

Background: Under the Federal and State Fair Housing Acts, an owner, resident or guest who is disabled/handicapped may request reasonable accommodation(s) to the Association's rules, policies, practices, or services when such accommodation(s) may be necessary because of his/her disability/handicap. For more information on the rules pertaining to requests for reasonable accommodation, please review the "Joint Statement of the Dept. of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act" at www.usdoj.gov/crt/housing/jointstatement_ra.htm.

Objective: To establish policies and procedures for meeting the requirements of applicable state and federal law relating to disabled or handicapped individuals as they pertain to Service/Support Animals in this "pet restricted" community pursuant to Section 15.5 of the Second Amended and Restated Declaration.

Policy: The policy of the board of directors of Anna Maria Condominium Association, Inc., ("Association") is to make reasonable accommodations for disabled or handicapped owners, residents or guests in accordance with applicable state and federal law in response to its "no pet" restriction.

Procedure For Making a Request For Accommodation

Submittal of Request: A disabled/handicapped owner, resident or guest must notify the Association of the request for a reasonable accommodation to allow a service and/or support animal in this pet restricted community and provide adequate documentation supporting the request in compliance with the Florida and federal Fair Housing Acts. This applies to owners, occupants, and/or guests visiting or residing on the property. It is the owners' responsibility to ensure that owner(s), occupant(s), guest(s), visitor(s) advise anyone who may require a reasonable accommodation to comply with the stated guidelines herein, prior to bringing an animal on the property, and to provide

the Association with sufficient time to conduct a meaningful review of the request. The requested information must include a statement, preferably from the requesting party's treating physician who specializes in the area of the alleged disability, that the requesting party is physically or mentally disabled; explaining which major life activities are substantially impaired; explaining how the animal will ameliorate the effect(s) of the disability, (if a service animal, what service(s) the animal is trained to perform); whether the condition is temporary or permanent; and provide the credentials of the physician or medical provider providing the statement. If the requesting party receives Social Security Disability benefits, provide a copy of the summary page with personal information redacted reflecting whether your disability is mental or physical. Additionally, the requesting party should provide the signed acknowledgement on page five (5) of this document, along with a completed copy of the Service/Support Animal Registration Form and Request for Reasonable Accommodation Form. The completed forms and documentation should be delivered or mailed to 4113 S.E. 19th Place, Box 100, Cape Coral, Florida, 33904. Use of the supplied forms will expedite the evaluation process.

Procedure for Reviewing a Request for Reasonable Accommodation: Upon receipt of the requested forms (or information supplied) for a disabled/handicapped owner, resident or guest's request for a reasonable accommodation(s) to the Association's pet restriction, every effort will be made to have the request forms reviewed by the Association within 30 days of receipt, and the owner, resident or guest will be notified in writing of the Board's decision. If additional information is required by the Association, the review may take longer, and the submitting owner, resident or guest will normally be so advised in writing. Additionally, it may be necessary for the Association's legal counsel to review the documentation submitted in support of a request for a reasonable accommodation, which in turn, may prevent the Association from providing owner, resident and/or guest with a decision within 30 days. The Association will engage in the interactive process to obtain the necessary information to conduct a meaningful review of all requests.

If the request is approved, any condition(s) of approval will be provided in writing. If disapproved, the reason for disapproval will be provided in writing.

Guidelines as to when medical documentation is required and what type of medical documentation is required. The Association is entitled to obtain information that is reasonably necessary to evaluate whether a requested accommodation is necessary because of the requesting party's disability/handicap.

If a person's disability/handicap is obvious and if the requested accommodation is also apparent, then the Association will not normally request any additional information about the requester's disability/handicap or the related need for the requested accommodation.

If the requester's disability/handicap is not obvious, after reviewing the submitted request form, the Association may request reliable information that is necessary to verify that the requester has a physical or mental impairment that substantially limits one or more major life activities (which is the definition of a "handicap" under the Fair Housing Acts) and an explanation of how the animal ameliorates the effects of the disability. If information concerning the requester's disability/handicap is requested by the Association, he/she must provide information verifying that he/she meets the foregoing definition of "handicap," for example, by submitting proof that he/she is under 65 years of age and receiving Supplemental Security Income, Social Security Disability benefits, or private disability benefits. In addition, the requester's medical provider or physician,

preferably the treating physician with expertise in the area of the owner's proposed disability/handicap, shall provide verification that the requesting party is disabled/handicapped, a description of the major life activities that are substantially impaired, the nexus between the animal and the disability/handicap, whether the condition is temporary or permanent, and the credentials of the physician or medical provider providing the statement.

If the requester's disability/handicap is obvious, but the need for the accommodation is not apparent, the Association will request information that is necessary to evaluate the disability/handicap-related need/nexus for the requested accommodation. In this case, the Association will request reliable disability/handicap-related information from a medical provider that is necessary to evaluate the disability/handicap-related need for the accommodation.

The Association will not accept tags, certificates, or any other items purchased on-line or from any other source that purport to "certify" or "register" an animal as an emotional support or service animal. These items can be purchased by answering certain benign questions. The websites contain a disclaimer that none of the information provided by the requesting party is verified. Accordingly, these items are not sufficient to establish that someone is disabled or that an animal is a service or emotional support animal.

The treating physician or medical provider must state whether the disability/handicap is temporary or permanent. To the extent a disability/handicap is not permanent, the Association shall request additional updated medical information as it deems necessary to determine if there is a continued need for the requested accommodation, but not more than once annually.

The Association may request advice from legal counsel concerning any owner's request for a reasonable accommodation. The requesting party consents to the disclosure of all documentation in support of the request to the Association's legal counsel.

Additional Information

An individual's need for an accommodation may change over time as a result of changes in the individual's own level of disability/handicap or impairment, treatments available to mitigate a disability/handicap, and/or other circumstances affecting the individual. What qualifies as reasonable in one set of circumstances may not be reasonable or necessary in another. If and when circumstances change, it is your responsibility to notify the Association if you need, or no longer need, a reasonable accommodation.

Maintaining an Emotional Support/Service Animal

Should a request for a reasonable accommodation to the pet restriction be granted, the Association reserves the right, pursuant to Florida law addressing nuisances and/or safety and health concerns, to withdraw this approval at any time should the emotional support/service animal become a nuisance to, or a threat to the health and safety of, others, which includes, but is not limited to: excessive barking; biting; aggressive behavior (including nipping and lunging); attacking persons or other animals; animal owner's failure to properly dispose of excrement or waste; failure to comply with all state and local ordinances and statutes related to the animal (including any required licenses or tags); not maintaining the animal on a maximum six foot hand held leash at all times when outside of the

unit; insect/extermination problems; sanitation/odor problems; and/or owner's inability to control the animal. Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled/handicapped. The animal may not be left unattended when outside the unit and may not be tied or tethered to any objects outside. The owner must maintain complete control over the leashed animal at all times when outside the unit. Further, the applicant/owner is required to provide updated medical information concerning his/her disability/handicap (if the disability/handicap is not permanent); current and annual vaccination, immunization and veterinarian records for the animal; and to maintain a current identification tag on the animal, along with a current Lee County dog tag/license. Failure to comply with any of these requirements is grounds to withdraw the approval of the animal. Owner is solely responsible for any and all damage caused by the animal, whether to person or property.

To clarify, should an emotional support animal and/or service animal be approved, the animal must be walked on a non-retractable leash providing no more than six (6) feet of slack. The owner of the animal must pick up and dispose of all animal waste and excrement. Owner is responsible for supplying his/her own waste removal bags. A violation of the any of these reasonable restrictions is also grounds for immediate revocation of any approval requiring the immediate and permanent removal of the animal. The Board may amend these rules and restrictions as necessary at any time and without notice. While emotional support and service animals are permitted on all parts of the Association property (with the exception of swimming in the pool), the Association requests that Owner be courteous of others and avoid areas or situations which may cause other residents, occupants and/or guests, discomfort or create unsanitary conditions.

If a support or service animal passes away, the requesting party is permitted to replace the support or service animal so long as the requesting party remains disabled but he/she must notify the Association of the passing of the animal and provide proof of proper vaccinations and a current Lee County dog tag/license for the replacement animal and proof of annual vaccinations thereafter. All replacement animals must comply with the reasonable restrictions contained herein.

Often times, there are competing requests for reasonable accommodations that must be balanced. For example, there may be individuals residing in this community with severe animal allergies and/or phobias. To accommodate a disabled person's request to maintain an emotional support/service animal and to accommodate those with animal allergies and/or phobias, further restrictions may be necessary depending upon the circumstances at any given time.

An approval of an emotional support animal and/or service animal is limited to the requesting party and his/her needs. If the requesting party no longer resides in this community, or temporarily vacates the property, for whatever reason, the emotional support/service animal is not permitted to remain. The approval of an emotional support/service animal does not apply to a residence generally, but rather, is only approved for a particular person. If that person is not in residence, the animal may not be in residence.

All information received by the Association in conjunction with a disabled/handicapped owner's, resident's and/or guest's request for reasonable accommodation will be kept confidential in compliance with Florida Statute section 718.111(12)(c). If any other resident or owner inquires as to why a special accommodation appears to have been made, the Association representative's response will be: "a reasonable accommodation has been granted as a matter

of Florida and Federal law” or words of similar import. No additional information will be provided regarding the nature of the disability/handicap.

Acknowledgement

I have received and read a copy of the Policies and Procedures for Disabled/Handicapped Owner or Resident to Request a Reasonable Accommodation and I agree to abide by the regulations. I bear full responsibility for the service/support animal and I agree to indemnify and hold harmless the Board of Directors, Association, owners and occupants of other units, against any loss, claim or liability of any kind or character, whether to person or property, whatsoever arising from owning or keeping a service/support animal in the unit.

Requesting Party’s Signature

Date

Printed Name of Requesting Party

Address

Modification

The Board reserves the right to amend or modify these Rules and Regulations.

**REQUEST FOR REASONABLE ACCOMMODATION FORM
ANNA MARIA CONDOMINIUM ASSOCIATION, INC.**

Name of Person Requesting a Reasonable Accommodation:

Name of Owner of Property:_____

Address:_____

Daytime Phone # _____ Evening Phone # _____

1. I am a person with disability/handicap as defined by one or more of the following: A physical or mental impairment that substantially limits one or more major life activities; or a record of having such an impairment; or is regarded as having such an impairment.

**I am not the person with a disability/handicap, but the following member of my household, for whom

I am the legal guardian or parent, has a disability as defined above:

Name_____

Relationship to you (e.g. child, parent):_____

2. As a result of this disability/handicap, I am requesting the following reasonable accommodation for (name)_____ : an exception to the Association’s express, written and strictly enforced “no pet” policy, (reasonable accommodation) to allow the following animal to reside in the unit:_____

3. This request for a reasonable accommodation is necessary so that I (or the requesting party) have an equal opportunity to use and enjoy the unit which I (or the requesting party) currently lack because:_____

I understand that the information obtained by the Association will be kept completely confidential as required by Florida Statute section 718.111(12)(c) and used solely to evaluate my request for a reasonable accommodation.

Please return this form, along with your treating physician/medical provider’s statement, substantiating that you or the requesting party suffer(s) from a physical or mental impairment, explaining which of your major life activities are substantially impaired as a result, and explaining how the animal will ameliorate the effects of the disability, along with the Acknowledgment of Policy and Procedure for Disabled Owner or Resident to Request Reasonable Accommodation and Animal Registration forms as promptly as possible so that the Association can evaluate your request.

Signed_____ (Requesting party)

**If on behalf of a minor child or incapacitated individual, please indicate whether you are the parent or guardian and provide proper documentation establishing your ability to act on behalf of the minor or incapacitated person.

**SERVICE/SUPPORT ANIMAL REGISTRATION FORM
ANNA MARIA CONDOMINIUM ASSOCIATION, INC.**

ADDRESS _____
OWNER'S NAME _____
NAME OF REQUESTING PARTY (IF NOT THE OWNER) _____
ANIMAL'S NAME _____ TYPE OF ANIMAL _____
BREED _____ COLOR _____
____ MALE _____ FEMALE WEIGHT _____ HEIGHT _____
DATE ANIMAL ACQUIRED _____ LEE COUNTY LICENSE** # _____
STATE ANIMAL LICENSED IN AND LICENSE NUMBER _____
VETERINARIAN _____

I/We the owners/tenants or guest do hereby certify and understand that pets are not permitted in Anna Maria Condominium Association, Inc. I/We understand and agree that the only reason the above service/support animal may be permitted to remain on the property is due to _____'s request for a reasonable accommodation to the "no pet" policy and the Board of Director's determination that _____ suffers from a disability/handicap that substantially limits one or more of he applicant's major life activities and the service/support animal will ameliorate the effects of the disability/handicap.

NAME DATE

ATTACH:

PHOTOGRAPH OF ANIMAL
COPY OF VETERINARIAN'S CERTIFICATION THAT ALL
SHOTS/INOCULATIONS ARE CURRENT AND DATE NEXT
SHOTS/INOCULATIONS ARE DUE AND
LEE COUNTY LICENSE NUMBER.

**Lee County Ordinance requires that all cats, dogs and ferrets that are four (4) months of age or older be vaccinated against rabies and licensed by the County. Please refer to the ordinance to ensure your animal is timely in compliance.

XIII. ENFORCEMENT OF RULES:

1. Fines. The Board of Directors may, in accordance with the fining authority and procedures set forth in the Condominium Act, levy a fine against any person who fails to comply with these Rules.

2. Suspension of Rights. Any violation of these Rules may result in the immediate suspension of rights as specified in the Declaration or elsewhere.

2. Legal Action. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules.

3. Other Remedies. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

4. The President of the Association shall have the authority to interpret and implement the provisions of these Rules and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

APPLICATION FOR SALE OR, TRANSFER
Submit fee of \$100.00

Please submit this completed application to the attention of the Board of Directors at Anna Maria Condominium Association Inc., at 4113 S. E. 19th Place, Box 100, Cape Coral, FL 33904

Date: _____, 20__

To: Board of Directors of Anna Maria Condominium Association, Inc.

I intend to purchase or, transfer (please circle appropriate intent) Unit No. _____, located at _____

_____. A copy of the sales/transfer contract is attached. I represent that the following information is factual and true. I am aware that any falsification or misrepresentation of the facts in this Application will result in rejection of this Application, or constitute grounds for the Association to void any approval that may be granted. I consent and acknowledge that you may make further inquiry concerning this Application, particularly of the references given below and credit standing.

This is a Housing for Older Persons Community, as such, at least one of the residents must be age fifty-five (55) or older and are required to provide the Association with proof of age consisting of a driver's license, passport, military identification, voter's registration card, birth certificate, etc.

I have read and agree to be bound by the Declaration, By-Laws, Articles of Incorporation, and the Rules and Regulations of the Association, copies of which documents have been furnished to me by the Unit Owner. I agree to a Credit and Background check and will supply the required information.

FULL NAME OF PRESENT OWNER(S) OF UNIT _____

FULL NAME OF APPLICANT _____ D/O/B _____

SOCIAL SECURITY # _____ EMAIL _____

OCCUPATION OF APPLICANT _____ HOW LONG _____

STILL EMPLOYED Yes _____ No _____ RETIRED Yes _____ No _____

FULL NAME OF SPOUSE/CO-APPLICANT _____ D/O/B _____

SOCIAL SECURITY # _____ EMAIL _____

OCCUPATION OF SPOUSE/CO-APPLICANT _____ HOW LONG _____

STILL EMPLOYED Yes _____ No _____ RETIRED Yes _____ No _____

PRESENT RESIDENCE ADDRESS _____

HOW LONG? _____

CITY _____ STATE _____ ZIP _____ PHONE _____

IF PRESENT RESIDENCE, OR ANY PREVIOUS RESIDENCE, IS CONDOMINIUM, COOPERATIVE OR IS SUBJECT TO REGULATION BY HOMEOWNER'S ASSOCIATION:

NAME AND ADDRESS OF ASSOCIATION _____

CITY _____ STATE _____ ZIP _____ PHONE _____

IF PRESENT RESIDENCE IS RENTAL:

NAME & ADDRESS OF CURRENT LANDLORD _____

CITY _____ STATE _____ ZIP _____ PHONE _____

PLEASE STATE THE NAME AND RELATIONSHIP OF ALL PERSONS WHO WILL BE PERMANENTLY OCCUPYING THE UNIT OR VISITING ON A REGULAR BASIS:

NAME _____	RELATIONSHIP _____	D/O/B _____
NAME _____	RELATIONSHIP _____	D/O/B _____
NAME _____	RELATIONSHIP _____	D/O/B _____
NAME _____	RELATIONSHIP _____	D/O/B _____
NAME _____	RELATIONSHIP _____	D/O/B _____

PLEASE PROVIDE TWO (2) PERSONAL REFERENCES (LOCAL, IF AVAILABLE):

NAME _____ PHONE _____

ADDRESS _____

NAME _____ PHONE _____

ADDRESS _____

PERSON TO NOTIFY IN AN EMERGENCY

NAME _____ PHONE _____

I INTEND TO: (CHECK ONE)

___ personally reside full-time ___ personally reside part-time ___ rent the Unit

PLEASE PROVIDE THE FOLLOWING:

NAME OF MORTGAGE HOLDER _____ PHONE _____

ADDRESS _____

MANUFACTURER, MODEL & YEAR OF AUTOMOBILE(S):

CAR NO. 1: MAKE _____ MODEL _____ LICENSE NUMBER: _____

MAILING ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:

ADDRESS: _____ PHONE: _____

I understand that upon its receipt of a totally completed Application, including a copy of the sales/transfer contract acceptable to the Association, application fee and personal interview (if requested), the Association has thirty (30) days within which to accept or reject the Application.

I understand that any violation of the terms, provisions, conditions, and covenants of the Condominium Documents provides cause for pursuit of remedies therein provided.

Dated this ____ day of _____, 20__.

Signature of Applicant

Signature of Co-Applicant/Spouse

The individual Owner(s) of said Unit join in this Application to request the Board to review same and to verify that to the best of their knowledge all information and acknowledgments contained herein are accurate.

Dated this ____ day of _____, 20__.

Current Unit Owner

Current Unit Co-Owner

The Real Estate Agent(s) handling this transaction join in this Application to request the Board to review same and to verify that to the best of their knowledge all information and acknowledgments contained herein are accurate.

Dated this ____ day of _____, 20__.

Real Estate Broker

Real Estate Salesperson

Real Estate Agent

Phone Number



ANNA MARIA CONDOMINIUM ASSOCIATION
4113 S. E. 19th Place, Box 100
Cape Coral, FL 33904

Unit _____

Buyer(s) _____

Application Received _____ Interview Completed _____
(Date)

Fee Received _____ Response Due _____
(Date)

APPROVED: _____ DISAPPROVED: _____ DATE: _____

Anna Maria Condominium Association, Inc.

By _____

Title _____

(to be completed after background search and interview)

APPLICATION FOR LEASE
Submit fee of \$100.00

Please submit this completed application to the Board of Directors at Anna Maria Condominium Association Inc., at 4113 S. E. 19th Place, Box 100, Cape Coral, FL 33904

Date: _____ 20____

To: Board of Directors of Anna Maria Condominium Association, Inc.

I intend to Lease Unit No. _____ at the Anna Maria Condos. A copy of the lease contract is attached. I represent that the following information is factual and true. I am aware that any falsification or misrepresentation of the facts in this Application will result in rejection of this Application, or constitute grounds for the Association to void any approval that may be granted. I consent and acknowledge that you may make further inquiry concerning this Application, particularly of the references given below.

This is a Housing for Older Persons Community, as such, at least one of the residents must be age fifty-five (55) or older and are required to provide the Association with proof of age consisting of a driver's license, passport, or other govt issued photo ID.

I have read and agree to be bound by the Declaration, By-Laws, Articles of Incorporation, and the Rules and Regulations of the Association, copies of which documents have been furnished to me by the Unit Owner. I agree to a background check and will supply the required information.

FULL NAME OF PRESENT OWNER(S) OF UNIT _____

FULL NAME OF APPLICANT _____ D/O/B _____

SOCIAL SECURITY # _____ EMAIL _____

FULL NAME OF SPOUSE/CO-APPLICANT _____ D/O/B _____

SOCIAL SECURITY # _____ EMAIL _____

IS EITHER OR BOTH APPLICANT(S) ARE A SERVICE MEMBER AS DEFINED IN FLORIDA STATUTES SECTION 250.01? IF YES, PLEASE LIST NAME OF APPLICANT AND BRANCH OF SERVICE:

PRESENT RESIDENCE ADDRESS _____

HOW LONG? _____

CITY _____ STATE _____ ZIP _____ PHONE _____

Exhibit "B" to Rule VII Page 1 of 4

PLEASE STATE THE NAME AND RELATIONSHIP OF ALL PERSONS WHO WILL BE PERMANENTLY OCCUPYING THE UNIT OR VISITING ON A REGULAR BASIS:

NAME _____	RELATIONSHIP _____	D/O/B _____
NAME _____	RELATIONSHIP _____	D/O/B _____
NAME _____	RELATIONSHIP _____	D/O/B _____
NAME _____	RELATIONSHIP _____	D/O/B _____
NAME _____	RELATIONSHIP _____	D/O/B _____

PLEASE PROVIDE TWO (2) PERSONAL REFERENCES (LOCAL, IF AVAILABLE):

NAME _____ PHONE _____

ADDRESS _____

NAME _____ PHONE _____

ADDRESS _____

PERSON TO NOTIFY IN AN EMERGENCY

NAME _____ PHONE _____

MANUFACTURER, MODEL & YEAR OF AUTOMOBILE. ***(One car is allowed)***

CAR MAKE _____ MODEL _____ LICENSE NUMBER: _____

MAILING ADDRESS or EMAIL FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:

ADDRESS: _____ PHONE: _____

I understand that upon receipt of a completed Application, including a copy of the lease contract acceptable to the Association, application fee and interview (if requested), the Association has thirty (30) days within which to accept or reject the Application unless the Applicant is a service member as defined in 250.01 of the Florida Statutes, the Association must complete the rental process sooner.

I understand that any violation of the terms, provisions, conditions, and covenants of the Condominium Documents provides cause for pursuit of remedies therein provided.

Dated this ____ day of _____, 20__.

Signature of Applicant

Signature of Co-Applicant/Spouse

The individual Owner(s) of said Unit join in this Application to request the Board to review same and to verify that to the best of their knowledge all information and acknowledgments contained herein are accurate.

Dated this _____ day of _____, 20__.

Current Unit Owner

Current Unit Co-Owner

OR

The Real Estate Agent(s) handling this transaction join in this Application to request the Board to review same and to verify that to the best of their knowledge all information and acknowledgments contained herein are accurate.

Dated this _____ day of _____, 20__.

Real Estate Broker

Real Estate Salesperson

Real Estate Agent

Phone Number

ANNA MARIA CONDOMINIUM ASSOCIATION

4113 S. E. 19th Place, Box 100

Cape Coral, FL 33904

Unit _____ Renter(s) _____

.....
Application Received _____ Interview Completed _____

(Date)

Fee Received _____ Response Due _____

(Date)

APPROVED: _____ DATE: _____

Anna Maria Condominium Association, Inc.

By _____ Title _____

EXHIBIT 'C'
APPLICATION FOR FINGER DOCK

NAME: _____ TELEPHONE NO. _____

ADDRESS: _____ UNIT NO. _____

I hereby make application for a finger dock for my boat.

NAME OF BOAT: _____ TYPE: _____ LENGTH: _____

REGISTRATION NO. _____

- Provide a copy of Registration in the Lease or Unit Owners' name.
- Provide Liability Insurance and submit copies yearly to the Board of Directors.
- Provide a picture of the boat.

The docks are under the board's authority. The objective of our rules is to allow owners or leasees the use of the commonly owned docks for their boating pleasure. The board retains the right to have a boat removed from the property if the board determines that a boat is being moored at the docks for other purposes such as private rentals or allowing a nonresident to moor a boat long term. Such practices would interfere with an owner or leasee being able to enjoy the docks as there is limited dockage.

1. Docking privileges are for the owners or the lessees and are on a first come-first serve basis.
2. No boat kept at the Anna Maria docks shall exceed specifications of 36 ft LOA(length over all) including bow pulpits and swim platforms.
3. During the Hurricane Season: If an owner is gone longer than 30 days, the boat must be removed and stored.
4. All spaces will be assigned by the Board of Directors. If an owner sells the boat, they must give up the dock space. However, if the unit owner intends on replacing the registered boat with another vessel, the unit owner shall have the maximum time of twelve consecutive months to register another vessel.
5. Dock space not used for a period of one year must have all hardware removed that was installed by owner.
6. Boats occupying any dock space or any area along the sea wall without an approval will be removed at owner's expense. Visitors are always welcome. Please read and follow the rules in Section XI on docks.
7. The owner or leasee boat owner agrees to comply with community living and generally accepted boating etiquette.

SIGNATURE: _____ DATE: _____

APPROVED: _____ DISAPPROVED: _____ DATE: _____

BOARD SIGNATURE: _____ DATE: _____

Ver 2.0 January 2021

Exhibit "C" to Rule XI
V Page 1 of 1