

PELICAN HARBOUR & BEACH CLUB ASSOCIATION, INC.
RULES AND REGULATIONS
REVISED MAY 2022

These Rules and Regulations have been established to assure a pleasant and harmonious environment for all owners, guests, and renters. These Rules and Regulations supplement policies and procedures presently included in the Declaration of Condominium and/or By-Laws.

To maintain the attractive residential character of Pelican Harbour, it is imperative that all owners not only abide by these Rules and Regulations but report any infractions by others to Property Management or to any Director of the Board. If someone is careless with garbage, we may attract rats. If pool and tennis court rules are violated, we will have unsightly, unsanitary conditions or cause damage to the court surface.

These are only a few examples of areas that should be the concern of all owners. In such cases, a polite reminder to these violators by any owner would probably correct the situation. If not, a word to a member of the board, who has the overall responsibility for Compliance, is in order.

It is your responsibility as an owner to be sure your renters and/or guests have read and completely understand the importance of these Rules and Regulations. As the owner, you are responsible for the conduct of your renters and guests and their compliance with these Rules and Regulations. Please make certain that they understand the importance of the above.

All owners, renters and/or guests abiding by the Condominium Rules and Regulations will eliminate the necessity of dealing with compliance issues. We all want the same thing—a safe, clean, quiet, attractive and friendly community! That said, the Board is fully prepared to enforce these rules and regulations with appropriate sanctions, including fines, permitted by Florida law and our own By-Laws.

1. Sales, Rentals, Loan of Unit

All Sales and Rentals, except to immediate family, must be approved by the Board of Directors. The current application for the rental of an owner's unit is set forth as **EXHIBIT A**. The current application for a loan of a unit is set forth as **EXHIBIT B**. The application for a sale of a unit is set forth as **EXHIBIT C**. All applications must be submitted to the Board fifteen (15) days in advance of the closing or start date of the lease or loan. A loan (other than a family member, see A below) also requires an application form submitted to the Board.

In the event occupants are to be immediately family, verbal notice will suffice. Please call the Property Manager: 941-460-5560.

- A. Owners may rent or loan their units a maximum of three (3) times each calendar year. A rental must be for a minimum of thirty (30) days. This is the law of the town of Longboat Key. Regardless of the time involved, even if only one day, a loan counts as one (1) of

the three (3) rental or loan occupancies allowed each calendar year. An exception to the above rules are members of the owner's immediate family; i.e., parents, children (of legal age), brothers, sisters, grandparents or grandchildren (of legal age unless accompanied by an adult), and shall not count as a loan. The loan of a unit is the granting of permission to occupy a unit without payment or consideration.

- B. Owners may not rent, lease or loan to occupants with pets.
- C. Owners must pay the association a filing fee of \$35.00 for each rental, loan or sale. If the rental or loan is a repeat, there is no transaction fee.
- D. Renters may not sublet or loan their units. Renters may have guests, provided the renter is in residence at the same time.
- E. A list of frequently asked questions when renting a unit is set forth in **EXHIBIT D**.

All owners must be aware that restrictions apply to the number of people that may occupy a unit at any one time. For complete information regarding this rule, refer to the Declaration of Condominium and By-Laws. As an example, a two-bedroom unit must not have more than six (6) people in total residing in the unit, and a three bedroom unit not more than eight (8) persons.

In the event of violation of these regulations, the owner will be notified by registered mail (return receipt requested) of the violation, and of the opportunity for a hearing before the Board of Directors. Such a request by the owner for a hearing must be made within ten (14) days of sending of the Notice of Violation.

In lieu of such request for a hearing, an owner may acknowledge in writing that the violation occurred and that the violation will immediately cease and not recur. In such event, there will be no future enforcement activity by the Board. Absent such request for a hearing or lack of acknowledgment of a violation, without cessation of the violation, a fine may be assessed at the rate of \$100 per occurrence (with each day considered a new occurrence of the violation), up to a maximum of \$1000. The Board of Directors, acting on behalf of the Association, also reserves the right to file an action in state court, if allowable by state law, against the offending party.

2. Pets

An owner may have one dog or two house cats, or one dog and one house cat, but not more than two pets.

Pets are defined as birds, fish, cats, dogs that may be kept in an owner's unit: Dogs must be on a leash at all times when outside the confines of their owner's apartment.

All pet owners are responsible for cleaning and disposing of the pet's defecation on condominium property.

Renters and those who are loaned units by an owner will not be permitted to bring pets onto the property under any circumstances.

If in the sole judgment of the Board of Directors, it is determined that a pet is causing excessive disturbance and annoyance to other owners, the pet will be required to muzzle or permanently remove the pet from the premises.

3. Noise

Out of consideration for others, the noise level of parties, radios, electronic devices, televisions, etc. must be kept at a reasonable level at all times.

4. Pass Key

Owners shall give a unit key or entry code to the complex superintendent for use in case of emergency and to permit entry of our bonded pest control service personnel.

5. Superintendent

The Association currently employs a Superintendent to oversee the operation of the Association activities. A copy of his current job description is set forth in **EXHIBIT E**.

6. Boats, Docks and Kayaks

The Association currently maintains docks, boat slips, and one community kayak launch for the use of its owners and renters. The assignment, conduct, and use of the facilities are governed by the Harbour Regulations (**EXHIBIT F**) and overseen by the Harbour Committee. Copies of the license agreements for boat slips and kayak facilities is set forth in **EXHIBIT G**. All owners who wish to reserve a dock slip must complete the application which is found as exhibit B to the Boat Slip License Agreement. All owners who wish to utilize the Kayak off-water storage area and on-water community launch site or purchase and install a private on-water launch site must follow the procedures, fill out and sign the Kayak Facilities License Agreement set forth in **EXHIBIT G**.

7. Renovations

All significant renovations require approval by the Board of Directors; owners must submit a completed form, shown in **EXHIBIT H**; the work must be approved before any renovation can begin. Guidelines for work include:

- A. Flooring – Hard surface flooring such as tile, marble, slate or wood is allowed on units above the ground floor. When these materials are installed, a sound absorption material with a rating of at least 70 for both sound and impact absorption must be installed first.

- B. Tile or quartz finish on lanai can be installed only over a waterproof membrane. Please check with the Building and Grounds Committee or the property management company representative as to how to proceed with this process.

No outdoor carpet is allowed on the stairs, landings, balconies or lanais.

- C. Only licensed and fully insured contractors are to be used in renovation. Any damage to condominium or grounds caused by a contractor and not covered by their insurance is the financial responsibility of the Owner.
- D. Owners should notify the contractors that they must haul away any debris such as old carpet, tile, appliances, containers, etc. Contractors **MUST** not use our dumpsters when disposing of such items.
- E. Longboat Key ordinance 130.02 states that construction and renovation can be done only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Saturday. **Furthermore, major renovations may not be undertaken between November 1st and May 1st, unless the Board provides an exemption for good cause shown.**
- F. Bayside owners may replace their front doors at their own expense. The replacement door must be painted the same color as other Bayside exterior doors at the owner's expense. Door replacement must be approved by the Board of Directors and requires a Building Permit.

8. Outdoor Cooking Units, Chairs, Hammocks, Etc.

All such items used by unit owners or renters must be removed from the common areas when not in use. Fire regulations require that all gas grills must be at least ten (10) feet from the buildings when in use. If away for protracted periods, please remove all furniture, plants, Etc., from lanais and balconies to avoid glass damage in the event of a storm.

9. Railings

Building railings must be kept clear at all times. Do not use as drying racks for towels, swim suits, clothing, etc.

10. Screen Doors, Balcony & Lanai Screens and Enclosures, and Lights

These and any other additions, changes or adjustments to the screen doors, front doors, entryways, lanais or other outdoor property, may be installed only:

- A. at owner's expense,
- B. in conformance with existing types, and
- C. After approval of a written request for same submitted to the Board of Directors.

11. Hurricane Shutters

Hurricane shutters are permitted; however, there are very strict specifications as to the type and installation requirements. Written request for specifications, and for approval of installation must be obtained from the Board of Directors.

12. Owner Responsibility

In the event it becomes necessary for the Association to perform work on any part of the buildings which require removal and/or repair of tile/carpeting on balconies, or of balcony screened enclosures, screen doors, outdoor lights, or other additions or improvements installed by owners, such removal and replacement of such items, will be at the owner's expense.

13. Smoke Alarm

State law requires that all residences in multiple dwelling buildings must be equipped with smoke alarms in working condition.

14. Clubhouse Room

The clubhouse room is available for the usage of the owners and renters. The procedure for reserving the room, as well as the rules and responsibilities of usage, are set forth in **EXHIBIT I**.

15. Trash

All garbage must be enclosed in plastic or other type bags before depositing in dumpster. Dumpster top must be closed after use and doors to area closed and latched. Cartons, boxes, crates, etc. must be broken down flat before placing in dumpster.

The town of Longboat Key has a mandatory recycling program. A copy of the Town rules is attached as **EXHIBIT J**.

16. Parking

Parking areas are restricted to conventional passenger-type vehicles. Unit owners shall not park or allow the parking of any motorcycle, commercial vehicle, trailer,

boat trailer, camper, motor home or any other similar vehicle other than a conventional passenger automobile, passenger van, sport utility vehicle anywhere on the condominium property.

Numbered spaces for residents only. Guest parking areas are provided and so designated. Owners should advise their guests where they should park.

Trailers, recreational vehicles, motorcycles or similar type of vehicles are not allowed anywhere on the condominium property.

Owners with more than one vehicle may park in guest parking areas or use another owner's space when vacant. When not in residence, owners may not occupy any guest parking spots.

17. Swimming Pool

All persons using the pool do so at their own risk. The Association is not responsible for accidents or injuries.

- A. All persons should shower before entering pool to remove suntan oil. No soaps or products of any kind are allowed at the pool shower.
- B. Proper swimming attire must be worn when using pool.
- C. Children twelve (12) years or under are not permitted in pool unless accompanied by an adult. No person of any age not toilet trained or otherwise incontinent is permitted in the swimming pool at any time or season.
- D. Dogs or pets are not permitted in the pool or patio area.
- E. No floats or rafts permitted in pool except life belts or noodles.
- F. No food allowed in pool area except for approved gatherings.
- G. Non-breakable containers may be used for beverages, lotions, etc. NO GLASS is allowed in the pool area.
- H. Please use refuse containers in and around pool. Do not be a litterbug.
- I. No rough play, diving, running, ball playing or excessive noise in pool area (be considerate of others).

18. Tennis Courts

Courts are private and for the exclusive use of unit owners, guests, and renters for tennis or pickleball. All courts are first come, unless regular scheduled times are posted on the community calendar,

Lock combination of gates may be obtained from the Superintendent or any Board member. Gate must be locked by players when leaving courts. Please keep lock combination confidential.

No food, chairs, pets or toys allowed on courts. Remove all personal items when leaving the courts.

All persons must wear proper attire (no bathing suits). All persons must highly encouraged to wear appropriate tennis shoes.

Violators of above rules may be asked to leave courts.

19. Bicycle Storage

All bicycles must be stored in the Association bicycle storage shed (for a fee) or inside the unit owner's residence (or garage) **when owners are not in residence** (defined as absent for more than two weeks). The fee for use of the storage shed shall be \$30 per bike annually, billed by our management company. The wait list for the bike storage area is posted on the website. Bicycles cannot be stored in the building storage areas or the mail or laundry rooms at any time. **When an owner is in residence**, bicycles may be stored in an owner's designated parking space (or garage). **However, once the new carports are complete on the Bayside, no bicycles or other objects will be allowed to be chained to the new posts.** In addition, with approval of both the upstairs and downstairs units on the Bayside, bicycles may now be stored under the stairs. In accordance with instructions from the Fire Marshal, Pelican Harbour must paint a yellow stripe in line with the bottom step to provide clear access to the entrance of the lower units and any bicycles must be parked behind that yellow stripe.

20. Planting of Shrubs and Flowers

All plantings by owners must be authorized by the Board of Directors and supervised by the Building and Grounds Committee. Residents are asked to refrain from picking more than an occasional blossom from shrubs so that their beauty is available for everyone to enjoy.

21. Placement of Pots, Sculpture, Art Objects, Wall Hangings

Placement of all the aforementioned items on common areas including exterior walls and lanai extensions must be authorized in writing by the Board of Directors.

22. Late Payment Policy

All dues and assessments are due as set forth on the bill presented. The Association has adopted a late payment policy. A copy of which is attached hereto as **EXHIBIT K.**

23. Smoking

Smoking is not permitted in the Club House Room or Pool Area; it is strongly discouraged on the adjoining patio. If residents feel second-hand smoke is causing a nuisance in the pool area, they are urged to politely ask the person or persons to relocate.

24. Definitions

Management company is currently Lighthouse Management, 4134 Gulf of Mexico Drive #203, Longboat Key, Florida 34228; (941)460-5560.

Superintendent, also known as Onsite Maintenance Manager, is Bill Tyson, (941) 383-6232.

25. Complaints, Suggestions and Recommendations

For proper consideration, please submit in writing (dated and signed) to the property management company. A maintenance work request form (**EXHIBIT L**) will allow owners to notify the property management company immediately of any common area property maintenance or repair issues that need to be addressed. The property management company will follow up and keep the owner informed of the progress.

26. Fire Pit and Community Grill Rules for Use

The fire pit and community grill must always be attended to by a responsible adult and children must never be left unsupervised. The fire pit and community grill are first come, there are no reservations or private parties. Please be courteous and respectful and keep noise to a minimum and no loud music. Leave the area neat and clean. Return chairs to their normal location.

Follow all safety rules and use at your own risk. Be sure to turn propane tank valves off and report to the property management company if a propane tank needs to be refilled. Do not put the covers back on when the community grill or fire pit are still hot. Secure the cover so it doesn't blow away and put it back on when it has cooled off.

- Do not put anything into the fire pit. The fire pit is for propane use only, do not burn any items.
- Cooking on the fire pit is not allowed.
- Do not place any beach towels, wet clothes or other flammable items near open flames

THE GRILL MUST BE CLEANED AFTER EACH USE.

27. Seasonal Close-Up information

A checklist and other very useful information and reminders that should be attended to prior to your traveling for extended periods is included in **EXHIBIT M**.

LIST OF EXHIBITS

EXHIBIT A	APPLICATION FOR APPROVAL OF RENTING OR LEASING OF UNIT
EXHIBIT B	UNIT LOAN APPLICATION
EXHIBIT C	APPLICATION FOR SALE OF UNIT
EXHIBIT D	LIST OF FREQUENTLY ASKED QUESTIONS WHEN RENTING A UNIT
EXHIBIT E	JOB DESCRIPTION OF SUPERINTENDENT WHO OVERSEES THE OPERATION OF THE ASSOCIATION'S ACTIVITIES
EXHIBIT F	HARBOUR REGULATIONS
EXHIBIT G	BOAT SLIP AND KAYAK FACILITIES LICENSE AGREEMENTS
EXHIBIT H	REQUEST FOR APPROVAL OF UNIT ALTERATIONS
EXHIBIT I	PROCEDURE FOR RESERVING CLUBHOUSE ROOM AND RULES AND RESPONSIBILITIES
EXHIBIT J	TOWN RULES – RECYCLING PROGRAM
EXHIBIT K	ASSOCIATION'S LATE PAYMENT POLICY
EXHIBIT L	WORK ORDER REQUEST FORM (ONLINE)
EXHIBIT M	SEASONAL CLOSE-UP LIST

EXHIBIT D – rule 1
PELICAN HARBOUR & BEACH CLUB ASSOCIATION, INC.

QUESTIONS THAT FOLKS WHO RENT OR ARE LOANED A UNIT ASK MOST OFTEN

Tennis The courts are available any time with advance sign-up. You can reserve 1-1/2 hours at a time. please wear proper tennis attire, especially tennis shoes. Other shoes mar the surface of the courts. The combination to the lock on the gate near the pool is "4234".

Pets Pets are not allowed in a unit that is loaned or rented.

Pool Please shower before using the pool. Food is not permitted in the pool area. Please use non-breakable containers for any beverages you carry into the pool area.

Children under 12 are not permitted in the pool unless accompanied by an adult.

No person of any age not toilet trained or incontinent is permitted in the pool. Infants with proper swim diapers are permitted.

There are plastic pools and other pool toys for little ones that can be used on the pool deck. They are located in the mailroom of the north building.

If you are using an umbrella or awning in the pool area please crank it down at the end of the day as high winds overnight can blow it over and cause damage

Trash On Longboat Key, you must separate trash as follows:

- All recyclables go into one blue container
- All other trash will go in the dumpster
- See Exhibit J as to what constitutes recyclables

Guests You cannot have non-family members in a unit if you are not present.

Details covering all of the above and more are included in the Rules and Regulations which are available on-site at PelicanHarbour.net or from the Superintendent.

Pelican Harbour & Beach Club Association, Inc.

Harbour Regulations

Adopted _____, 2021.

EXHIBIT F

Pelican Harbour & Beach Club Association, Inc (the "Association") by and through its Board of Directors heretofore adopted various rules and regulations governing the use of boats, docks, Kayaks and Kayak launches. All of said previous regulations are hereby amended and restated as the Harbour Regulations for Pelican Harbour & Beach Club Association, Inc.

The common property of Association, including the seawall, fronts on submerged land, a portion of which comprises the Association's Harbour. The Harbour accommodates docks, boats, drive on boat platforms, Kayak platforms, and appurtenances thereto. The Harbour is managed by the Harbour Committee, which is appointed by and answers to the Association's Board of Directors. These Harbour Regulations form an inseparable part of each Boat Slip License Agreement or Kayak Facilities License Agreement. The following regulations apply to the use of the Harbour.

BOATS.

1. No person may occupy a boat slip unless he/she is member of the Association.
2. No live-aboard is allowed in the Harbour.
3. No dock assignments will be given to boats having excessive exhaust noise.
4. No personal watercraft, jet skis, or similar boats will be allowed.
5. Since slips are of unequal length the Harbour Committee will use its best judgment in making assignments and reassignments and must be consulted before any boat is brought into the Harbour.
6. No boat longer than 30 feet or any part of which is more than 11 feet in height shall be allowed, without the prior consent of the Harbour Committee.
7. No boat lifts are permitted. Drive on Boat Platforms are permitted as set forth in these Regulations.
8. A boat slip may only be assigned by the Harbour Committee and only to members of the Association. Boat slips shall be assigned on a first submitted first available basis.

9. Boat Slip Fee. The Association shall establish boat slip fees not later than December 1st of each year. The boat owner must pay the annual boat slip fee in advance no later than December 31st of the year prior to the new term. The current slip fee is \$20 per foot per year. This may be changed as deemed necessary by the Association Board of Directors. No refunds are available if a boat slip is vacated early or for the occupancy of less than the full year.
10. No boat slip can be occupied until the boat owner has signed a Boat Slip License Agreement and paid the annual boat slip fee.
11. When a boat owner sells his unit, the Boat Slip License Agreement will automatically be terminated and the boat slip must be vacated within 90 days of sale of the unit except as otherwise herein provided.
12. If a boat slip is unused for a period of six months, the Harbour Committee may give notice that the Boat Slip License Agreement will be terminated unless the boat slip is occupied within 30 days of notice.
13. The term of the boat slip usage will be from January 1st thru December 31st and shall automatically renew for an additional term of one year if neither the Harbour Committee nor the unit owner send notice of termination.
14. Additions, changes or improvements to a boat slip may only be made with the prior approval of the Harbour Committee.
15. No storage boxes may be kept on the dock without approval of the Harbour Committee.
16. Boat owners shall be responsible for any damage they may cause to the docks, other boats, mooring lines etc. and for the repair or replacement thereof.
17. If available, boats (meeting size restrictions above) may be docked at unassigned boat slips at daily rates established by the Harbour Committee. All intended usage must be pre-approved by the Harbour Committee and a signed agreement must be delivered to the Superintendent. All temporary usage is limited to unit owners, their guests or lessees.
18. Except as provided below, a boat owner is entitled to occupy one boat slip. If there are unoccupied boat slips, a boat owner may occupy more than one boat slip as long as he/she agrees to vacate the second boat slip if and when requested by the Harbour Committee.
19. Drive on boat platforms may be allowed with the prior authorization of the Harbour Committee.
 - a. The drive on boat platform must be made by a manufacturer preapproved by the Harbour Committee and meet size restrictions. At the time of the implementation

of these Regulations the only authorized companies are Safe Haven and EZ Docks, and the acceptable size is no greater than 30 feet by 11 feet.

- b. Upon termination of a Boat Slip License Agreement, the occupant must either remove the drive on boat platform or sell it to a buyer in the following order of priority: (i) to an Association member on the first submitted first available list maintained by the Harbour Committee; (ii) to the purchaser of the boat owner's unit; or (iii) any other Association member. The buyer will be entitled to occupy the boat slip in which the drive on boat platform is located. If ninety (90) days after termination of a Boat Slip License Agreement the drive on boat platform is neither removed nor sold by its owner as aforesaid, the ownership of said drive on boat platform shall revert to the Association unless an extension is granted by the Harbour Committee for good cause shown.
20. Fishing from the Harbour docks is permitted provided it does not interfere with the safe passage of boats and does not cause damage to boats that are tied up.
 21. Cleaning of fish in the Harbour is permitted only at the cleaning station.
 22. A drawing which depicts available boat slips is attached as Exhibit A.
 23. The user of a boat slip assumes all liability for personal injury or property damage which might result from usage of any of the Harbour facilities.

KAYAKS.

1. These regulations are intended to provide a fair and equitable method for the launching, usage and storage of kayaks, canoes, stand-up paddle boards, and similar non-motorized watercraft (hereafter collectively referred to as "Kayaks") by Association members, their guests and family members.
2. Kayak Facilities consist of: (i) an off-water storage rack owned by the Association; (ii) an on-water Kayak platform and launch owned by the Association; (iii) on-water Kayak platforms owned by individual Association members. No person may use or maintain the Kayak Facilities or launch a Kayak from Association property unless he/she is member of the Association and has signed a Kayak Facilities License Agreement.
3. Except as otherwise set forth herein, no Kayaks shall be located on Pelican Harbour premises other than the off-water storage rack owned by the Association or an individually owned on-water Kayak platform without the approval of the Harbour Committee.

4. When a Kayak owner or family member, guest or tenant is not in residence at Pelican Harbour, the Kayak must either be moved to the off-water storage rack, or securely moored on an individually owned on-water Kayak platform.
5. An annual fee for use of the Kayak storage rack shall be payable in advance no later than December 31st of the year prior to the new term. The current fee is \$50 per year. This may be changed as deemed necessary by the Association Board of Directors. No refunds are available if a Kayak is removed early from the storage rack or for storage rack usage of less than the full year.
6. An Association member, family member, guest or tenant who acquires a Kayak for seven consecutive days or less within a year is entitled to use the Kayak storage rack and Association Kayak launch without charge.
7. The Association's on-water Kayak platform and launch shall be used solely for launch purposes and not for storage.
8. An Association member may own and install an on-water Kayak platform only with the prior approval of the Harbour Committee.
9. The Association member is solely responsible for the cost of purchasing and installing the approved on-water Kayak platform. In addition, the Association member must also pay the annual fee for off-water storage rack usage.
10. The Association member may not lease or assign any interest in an approved on-water Kayak platform without the prior approval of the Harbour Committee.
11. When an Association member transfers his/her unit at Pelican Harbour, ownership of the on-water Kayak platform, and the right to continue usage thereof, shall transfer to the new unit owner unless the Harbour Committee is notified otherwise by the prior owner.
12. The owner of a Kayak assumes all liability for personal injury or property damage which might result from usage of any of the Kayak Facilities.

EXHIBIT G – rule 6
PELICAN HARBOUR & BEACH CLUB ASSOCIATION, INC.
FINAL PELICAN HARBOUR KAYAK

Policy Adopted 4/20/2011
Amended at meeting of 3/20/2012
Further Revised in March, 2015

- 1) Goal is to provide a fair and equitable method for the usage, storage, and launching of Kayaks by the owners and authorized parties. Authorized parties are owners and those who have been approved by the Dock committee. Family members of the owner are automatically approved.

- 1) Facilities available
 - a) Off-water storage - This is the rack behind the club house
 - b) Daily launch site - This is the one site that is currently owned by the Association. This will allow anyone who has his kayak on off-water storage the ability to easily launch and retrieve their kayaks daily; kayaks are not to be left on the launch site while the owner is not present.
 - c) On-water launch site
 - i) Currently the Association only owns one launch site and one platform which for the purposes of this policy will be collectively considered "one site" and that is to be used solely for launch purposes
 - ii) Owner occupied launch sites - currently four (4)
 - iii) Owner non-occupied launch sites - currently none

- 3) Prohibitions
 - a) No kayaks are to be located on the premises of Pelican Harbour other than at a an off-site water storage or at a water launch site
 - b) Kayaks must be on off-water storage when the owner is not on the premises or on an authorized on-water launch site
 - c) Every party using an on-water launch site must have permission of Dock Committee or Superintendent and only after signing Kayak Acceptance
 - d) No more than two (2) kayak/canoes per on-water launch site - no stacking

- 4) Off-water storage
 - a) Will be available at a cost to be determined by the association ,which is currently \$50.00 a year
 - b) There will be sufficient storage for all kayak owners
 - c) An owner or authorized party using the off-water storage for two (2) months or less will be allowed to use the off-water storage for the payment of 1/2 of the current yearly annual charge
 - d) Any condo owner or renter who uses it for less than seven (7) days a year will be able to use the daily launch site and store their kayak at a designated on-water boat slip

- 5) On-water launch sites
 - a) Association owned
 - i) There is currently one site available and it is currently available only as a launch site
 - ii) Association owned will be rented at a price to be determined but currently established at \$250 a year on a first come first served basis - currently none
 - b) Condo owners option to purchase and own a launch site (Owner occupied launch site)
 - i) Any condo owner may purchase at his cost and keep an approved launch site without cost as long as he pays an off-water storage fee
 - ii) The failure to pay an off-water storage in any one year after written notice to pay said fee shall constitute an abandonment of the site and the ownership shall revert to the association who will have full title to said launch site
 - iii) The condo owner, except as set forth, may not lease or assign any interest in the launch site
 - iv) An approved launch site is one where the owner has submitted information as to the proposed launch site to the Dock Committee, a location is available, and it is in conformity with those currently in place

- v) Approved lease and assignment of Launch sites
 - (1) Approved lease see Paragraph 5c-ii
 - (2) Approved assignment of interest occurs upon the transfer of the Condo owners interest, the new owner shall have the right to continue the prior owner's interest in the launch site as if he had been the purchaser
 - (3) All other leases, sales or assignment of interests in the launch site are null, void and no effect and the launch site shall revert to the ownership of the association

- c) Condo owners who own a launch site but do not have a kayak on the off-water storage
 - i) Currently none
 - ii) If the owner chooses not to rent the space or if it goes unrented
 - 1) He still must pay the off-site storage fee
 - 2) Authorized parties may use the launch site with owner's permission but must be a condo owner or renter

- 6) The association takes no responsibility or liability for personal injury or property damage by reason of the storage or use of kayaks or canoes

EXHIBIT H RULE 7
PELICAN HARBOUR & BEACH CLUB ASSOCIATION, INC.
REQUEST FOR APPROVAL OF UNIT ALTERATIONS AND CONTRACTOR INFORMATION

Owner's Full Name _____

Address _____ Gulf of Mexico Drive, Unit # _____ Longboat Key, FL 34228

Scope and plan of work _____

City Permit # _____ Contractor Name _____

Contractor License # _____ THIS REQUEST CONTAINS PROVISIONS ALREADY PROVIDED FOR IN THE CONDOMINIUM DOCUMENTS, AND IS INTENDED TO SIMPLIFY CONSIDERATION OF SUCH REQUESTS BY THE BOARD OF DIRECTORS AND ENFORCEMENT OF PROVISIONS FOR ALTERATIONS.

If this request is approved the owner and the association agree as follows:

1. Owner shall be responsible for all costs and expenses incurred in the installation, maintenance and use of the alterations.
2. Owner shall hire a properly licensed contractor and shall ensure that the contractor has adequate liability and workman's compensation insurance coverage. Further, owner agrees to assume all responsibility for obtaining necessary building permits and to otherwise comply with all governmental regulations and procedures regarding the alterations, installation, maintenance and use.
3. It is important that you as the owner advise your contractor of the rules and regulations of the association regarding regulated working hours, and to use caution not to damage association property. In addition, all debris must be disposed of properly.
4. If the owner fails to maintain the alteration, then after ten (10) days written notice from the association of such failure, the association shall have the right to perform the required maintenance and/or repair of same, and the owner shall be responsible for all costs reasonably incurred.
5. If this work will include loud noise it may be necessary to post notice for the consideration of the other owners. Please specify how many days _____ the owners should expect noise.
6. The owner shall indemnify and hold the association free and harmless from any claims, actions, costs or expenses incurred or to be incurred in conjunction with the alteration, including, but not limited to attorney's fees arising out of same.
7. The owner shall be responsible for any and all damage to the condominium property or personal injury incurred caused by the installation, use or maintenance of the alteration.
8. Owner agrees to be responsible for all costs of removal, storage, and reinstallation of the alteration, 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 Chapter 718, Florida Statutes.
9. If the association or owner fails to comply with this agreement and court action is required to resolve any dispute, the prevailing party thereof shall be entitled to any and all reasonable attorney's fees in that action.
10. This agreement shall be binding upon the heirs, successors in interest, and assigns of the owners and the association. A copy of this document shall be delivered by the owner to any subsequent owner of the property.

I have read and agree to accept responsibility for all alterations made on my behalf to the property.

Owner Signature

Date

Print Signature

Do not write below this line. To be utilized for Board approval.

 Approved

Denied

Board of Directors

Date

EXHIBIT I – rule 14
PELICAN HARBOUR & BEACH CLUB ASSOCIATION, INC.
PROCEDURE FOR RESERVING CLUBHOUSE ROOM AND RULES AND REGULATIONS

Any resident desiring to reserve the clubhouse or patio must submit a formal application (form is available on the website, from the Superintendent, or Management Company), at least 14 days in advance to the Management Company. The request should be delivered via email or to the Superintendent who will forward it. The application asks for a summary of the type of event, day and hours requested, number of people attending, any food or beverage plans, presence of music and so forth. The Management Company, consulting with the Board if deemed appropriate, will then approve or reject the reservation.

The following rules will apply to all functions:

- The resident host will be responsible for arranging the patio and clubhouse for their function, for cleanup, for any damage caused by their guests and for returning the room and the pool area to a satisfactory condition. If the facility is not satisfactorily cleaned or damages repaired, the board will have it done and the cost will be assessed to the resident.
- No glass containers are permitted in the pool area and other residents cannot be denied access to the pool during the event.
- The resident shall agree to comply with all town ordinances for noise abatement; and agrees that, in any event, all party activities and music shall cease by 10 pm.
- The maximum number of non-Pelican Harbour attendees, including catering staff and entertainment, is not to exceed 20.
- Once approved, the resident must post a notice at the clubhouse informing the community of the day and time he/she has reserved the facility.
- The applicant must be current on all payments due the Association.
- No trucks or motorcycles, or other vehicles prohibited in the rules and regulations are permitted. All guests must park in designated guest parking places.

All requested reservations will be handled on a first come, first serve basis; normally, such requests will not be approved over holiday periods.

EXHIBIT J – rule 15
PELICAN HARBOUR & BEACH CLUB ASSOCIATION, INC.

See Attached which is the new Longboat Key Recycling Policy

EXHIBIT K – rule 22
PELICAN HARBOUR & BEACH CLUB ASSOCIATION, INC.
ASSOCIATION'S LATE PAYMENT POLICY

A resolution of the Board of Directors
Establishing Procedure for the Collection of Delinquent Accounts

WHEREAS, the Board of Directors (hereinafter "Board") of **Pelican Harbour & Beach Club Association, Inc.** (hereinafter "Association") is responsible for the operation and maintenance of the Association; and

WHEREAS, the Association is under contract with Lighthouse Property Management, Inc., (hereinafter "Agent") to provide management services as Association's agent; and

WHEREAS, the associations address for the collection and processing of payments is: **Pelican Harbour & Beach Club Association, Inc.**, c/o Lighthouse Property Management, Inc. at the address specified by the agent, and

WHEREAS, owner is responsible per FL Statute to make payment of regular assessments with or without notice, and

WHEREAS, payment can only be deemed received when it is processed by the associations bank thereby requiring the owner to allow sufficient time for delivery and processing, and

WHEREAS, the Board has determined that there is a need to enact uniform policies regarding collections on delinquent accounts.

NOW, THEREFORE, BE IT RESOLVED by the Board as follow:

SECTION I - THE BUDGET — SETTING OF FEES

THAT notice of proposed assessment for the future year is mailed to all unit owners in accordance with FL statute, and presented at the November meeting of the Board of Directors for adoption setting the assessment for the next year. Coupon books, or statements are provided as a courtesy to owners after the adoption of the budget. It is suggested that the owners allow at least TEN (10) business days for the mailing and processing of payments to the address of collection.

SECTION II - FIRST NOTICE — AFTER 30 DAYS

THAT all assessments or assessment installments not received and processed by the Agent on behalf of Association at the address of collection by the 30th day after the date when the assessment or assessment installment is due shall be deemed delinquent. As authorized by the Association's By Laws, assessments not received and processed by that date when due shall bear interest from the due date until paid at the rate of 18% per annum, a one-time \$25.00 Late Charge along with an administrative fee of \$15 and applicable CERTIFIED AND REGULAR mailing costs to the owners address of record with the Manatee County tax assessor's office. All payments processed after the 30th day shall be applied per FL statute to costs and interest before being applied to the assessment amount.

SECTION III - SECOND NOTICE

THAT when any assessments or assessment installments are not received and processed by the Agent on behalf of Association at the address of collection by the 14th day after the date when the FIRST NOTICE has been sent in an amount greater than \$100 will be sent a SECOND NOTICE by CERTIFIED AND REGULAR US Mail, indicating

that there is still an outstanding balance. Additional interest for the time expired and costs of preparation of the notice of \$30 plus mailing costs will be applied.

SECTION IV - FINAL NOTICE

THAT when any assessments or assessment installments in an amount greater than \$250 that are not received and processed by the Agent on behalf of the Association at the address of collection by either the 60th day after the date when the assessment or assessment installment was due, or 300 day after the FIRST NOTICE (whichever is later), the owner will receive, by REGULAR AND CERTIFIED US Mail, a letter stating additional interest for the time expired, administrative charge of \$30 plus mailing costs giving the owner final notice to pay or show cause within TEN (10) days, after which time the matter will be turned over to the associations attorney with all legal costs in addition to the costs already stated to be the responsibility of the delinquent owner.

SECTION V - WRITE OFF SMALL BALANCES

THAT when any assessment or assessment installments in an amount less than \$100 are still due 40 days after the date of FIRST NOTICE that the treasurer of the association will have the discretion to waive or otherwise write off such fees by written agreement with the manager.

SECTION VI - LIEN AND FORECLOSURE

THAT management is authorized to engage legal counsel who shall be and is hereby authorized to commence lien and foreclosing proceedings against any unit owner who remains delinquent after mailing the notice provided for in Section IV.

SECTION VII - STOPPING ACTION

THAT either Officer of the Board of Directors may direct Agent or the Association's legal counsel to stop collection proceedings, or negotiate fair settlement against any unit owner on a case by case basis on behalf of the association

THEREFORE, BE IT RESOLVED THAT THIS POLICY WILL GO INTO EFFECT UPON PASSAGE AND NOTIFICATION BY EMAIL AND US MAIL WITH NOTICE OF NOVEMBER 2014 ANNUAL MEETING.

Agreed to this

by _____

Officer on Behalf of the Pelican Harbour & Beach Club Association, Inc.

TIME LINE OF ACTIONS

1. November of prior year: Budget is passed setting assessment for next year
2. December of prior year: Coupons are mailed to unit owners as a courtesy
3. January, April, July, and October: on the first of each of these month's an installment is due
4. Thirty (30) days after the first of each of the above months payments not received and processed shall be deemed late
5. Thirty (30) DAYS: FIRST NOTICE: Interest (18% per year), Late fee (\$25), and administrative fee (\$15) plus costs added to account
6. Forty-five (45) DAYS: SECOND NOTICE: Interest and administrative fee (\$25) plus costs added to account
7. Sixty (60) DAYS: FINAL NOTICE: Interest and administrative fee (\$25) plus costs added to account at this point the board may take action to restrict the owner's access to the recreational facilities and if unit is rented may determine to collect the rent from the tenant.
8. Seventy (70) DAYS: ATTORNEY ACTION: Interest and legal fees added to the account ATTORNEY ACTION TIME LINE:

- (1) Thirty (30) day Notice of intent to create lien
- (2) Lien form created must be signed and notarized by a board member and filed with the Clerk of Court of Manatee County

- (3) Thirty (30) Day Notice of Intent to Foreclose
- (4) Lawsuit Filed: Owner must be either directly served or provided constructive notice of service approximate time to complete 60-90 days
- (5) First notice of court hearing
- (6) Six (6) months after commencing legal action if not contested hearing for Motion of Summary Judgment
- (7) Title is issued and recorded with the clerk of court and association becomes responsible for mortgage; all other debts going forward until unit is transferred are not paid — association may rent or attempt to pass title
- (8) Delinquent owner is personally responsible for debt to association during time of ownership

PELICAN HARBOUR & BEACH CLUB ASSOCIATION, INC.

SEASONAL CLOSE-UP LIST

EXHIBIT M

The following is a checklist of friendly reminders that should be attended to prior to your traveling for extended periods:

1. Inform management of service companies that will have access to your unit, i.e., cleaning people, contractors performing work in your absence, air conditioning companies, etc.
2. Bill Tyson **must have** all the keys and lock combinations for all the units. If your car will be here when you are away, please be sure Bill also has access to a key for your automobile. **Please ensure that Bill has your most reliable contact information in case of an emergency.**
3. Water heaters should be turned off at the Circuit Breaker Panel.
4. Empty, clean, unplug or trip electrical breaker and leave the door ajar on your refrigerator and freezer.
5. Set air conditioning unit and adjust humidistat where desired (recommend temp of 80 for AC and Humidistat at 55). Ensure that you have cleaned your AC drain and ensure you have your service/maintenance company do that while you are away.
6. Close and lock windows and close drapes/shades.
7. All patio furniture, plants and loose items must be brought inside off the lanai and/or patio areas to avoid becoming projectiles during storm and to prepare for the hurricane season.
8. Put stoppers in closed position in sinks, lavatory and bathtubs. Put toilet seats down. (wrap the top of the bowl with plastic wrap to help prevent evaporation)
9. Prepare garbage disposal – flush thoroughly with HOT water and dish soap while the disposal is running.
10. Personal plants are the sole responsibility of the owners. Make arrangements to have them cared for and inform management of who you authorized to provide that service for you. (please make sure that the plant care provider knows that they must keep plant debris cleaned up to prevent food source for insects and mold).
11. Bikes need to be stored in units (not lanai) or stored in the pre-paid storage shed labelled with your name.

It is important to arrange for someone to regularly inspect your unit while you are not in residence, In recent years, we have experienced major water damage and mold growth as owners had not arranged unit checks.

PLEASE DOUBLE CHECK THIS LIST, smile and wave as you leave, and travel safe! Notify Bill ASAP if you have changed your contact information.