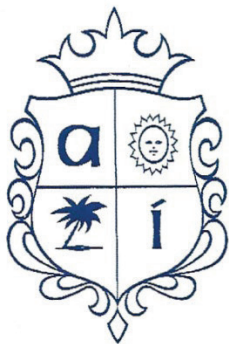


ALAMEDA ISLES

Rules and Regulations

Revised 04/23/2025

Alameda Isles Homeowners Association
A Not-For-Profit Corporation
1 Alameda Grande Blvd.
Englewood, FL 34223
941-474-5079



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RULES AND REGULATIONS

I. INTRODUCTION

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the residents of the Alameda Isles Homeowners Cooperative (herein referred to as “the Park”), their guests and invitees, and to improve and maintain the appearance and reputation of the Park.

These Rules and Regulations have been established by the Board of Directors of Alameda Isles Homeowners Association, Inc. (herein referred to as “the Corporation”), owner of the Park, and may be amended from time to time to achieve this and other purposes. Notice of amendments to these Rules and Regulations shall be given as required by state law.

Alameda Isles is a community intended for and operated as “housing for older persons” within the meaning of the Fair Housing Act of 1988, as amended by the Housing for Older Persons Act of 1995. To this end, the Corporation is obligated to publish and adhere to Rules and Regulations which demonstrate the community’s intent to attract, provide housing for, and accommodate persons fifty-five (55) years of age or older, with the goal to sustain the active, independent lifestyle of Alameda Isles’ age fifty five (55) and over residents in the comfort of their homes and in the fellowship of concerned and caring neighbors.

Alameda Isles is a Cooperative Association regulated by Chapter 719 of the Florida Statutes, as well as Chapter 617, Florida Statutes, as a corporation not for profit, and is further governed by the Articles of Incorporation, Proprietary Lease, Bylaws and Rules and Regulations (“Governing Documents”) under which Shareholders lease and occupy their lot.

II. DEFINITIONS

- A. Adult. "Adult" shall mean a person eighteen (18) years of age or older. Children shall mean any child under the age of 18.
- B. Age qualified. "Age qualified" refers to an individual having reached the age of 55.
- C. Caregiver. "Caregiver" is an additional occupant, not necessarily age qualified, based on need and who has been approved to provide medically directed care to a shareholder or spouse of a shareholder.
- D. Common area. "Common area" is the property of the corporation that is not specifically leased to Shareholders or included in their house. Common area does not include the home and/or lot of any shareholder.
- E. Corporation. "Corporation" means Alameda Isles Homeowners Association, Inc. the owner of the Park and landlord to both Shareholders and Renters.
- F. Guest. "Guest" shall mean a person or persons temporarily occupying a home in the Park as an overnight visitor of a Shareholder or Renter.
- G. Manager. Manager or Park Manager shall mean that person, persons or firm hired by the Corporation to conduct the day-to-day operation of the Corporation.
- H. Renter. "Renter" shall mean an occupant of a home in the Park renting or leasing from a Shareholder.
- I. Resident. "Resident" shall mean a Shareholder occupying a home in the Park.
- J. Shareholder. "Shareholder" shall be the person or persons owning a membership issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws.

- K. Visitor. "Visitor" shall mean a person visiting a Resident or Renter during the day.
- L. Assistance, service, or therapy animal. "Assistance, service or therapy animal" is an animal that works, provides assistance, or performs tasks for a person with a disability, or provides emotional support to alleviate symptoms or effects of a person's disability pursuant to Federal and State Law.
- M. Scooter. A Scooter has a frame that is a "step through" access, with open space between the handlebar area and seat.

III. HOMES AND HOME SITES

A. APPROVAL TO PURCHASE OR RENT

1. Alameda Isles Homeowners Cooperative was designed and intended as an adult community to provide housing for residents who are fifty-five (55) years of age or older. To aid in the enforcement of this section and to comply with federal law, each applicant shall, upon request of the Corporation, provide proof of age, with a Photo Identification Card issued by a federal or state agency (i.e. Driver's License, State Issued ID, Passport, etc.) as the Corporation shall determine.
2. The Board of Directors/Park Manager has the right of approval of all applicants who desire to purchase or rent a home in the Park. Shareholders must notify the prospective purchaser(s) or renter(s) of this fact and that said purchaser(s) or renter(s) must apply for and obtain the approval of the Board of Directors/Park Manager before a contract for sale or for rent may be finalized.
3. Prospective purchaser(s) or renter(s) must submit a completed Pre-Purchase or a Pre-Rental application (and shall receive the "basic rules" information sheet) and shall also submit a Purchase or Rental application to the Alameda Isles office for processing and approval by the

Board of Directors/Park Manager. Proper fees, as stated on the applications, shall also accompany all submitted applications. Annual renters must also submit an application along with the proper fee each year and be approved by the Board of Directors/Park Manager on an annual basis. Copies of all application forms are available at the Park Office or on the Alameda Isles website.

4. A background check of each new shareholder or renter will be performed with cost for such background check to be paid by the applicant. At the sole discretion of the Board of Directors/Park Manager a background check will not be required for a renter who has rented in Alameda Isles within the twelve (12) month period immediately preceding the newly requested rental date. If said renter has had disciplinary action taken within prior rental period , a new background check will be performed and paid by the applicant.
5. At the sole discretion of the Board of Directors, new owners must attend a personal information session with representatives of the Board of Directors within six months from their date of purchase. The Outline for Information Session of Prospective Home Buyers will be used for all discussions.
6. No promises will be made by the Directors involved in the information session regarding individual requests or concerns of the new owner.

B. LOT OCCUPANCY

1. A Shareholder shall not occupy or use a home or permit the same or any part thereof to be occupied or used for any purpose other than as a private dwelling for the shareholder(s) without written consent of the Board of Directors.
2. In no event shall more than two (2) persons occupy a home for more than thirty (30) days in a calendar year without written consent of the Board of Directors.

3. Alameda Isles requires that at least 80% of the occupied units in the community be occupied by at least one (1) person fifty-five (55) years of age or older.
4. As an adult community providing housing for residents who are fifty-five (55) years of age or older, each dwelling shall (unless vacant) be occupied by at least one person fifty-five (55) years of age or older, and the other occupant must be at least forty-eight (48) years of age or older, and a dwelling may not be occupied unless the above conditions are met.
5. A dwelling occupied by the surviving spouse of a Shareholder may continue to be occupied by that spouse.
6. The Board of Directors in their sole discretion, may allow a dwelling to be occupied by a person who acquires ownership of a dwelling by inheritance or devise, without regard in any such instance to the occupant's age, provided that despite such occupancy in any instance, at least eighty percent (80%) of the dwellings in the Cooperative are occupied by at least one person fifty-five (55) years of age or older.
7. As required to maintain its status as a community restricted to individuals fifty-five (55) years of age or older, the Board of Directors/Park Manager will reject a bona fide request for an exception to the occupancy restrictions if the grant of the exception would result in less than eighty percent (80%) of the dwelling units being occupied by at least one person fifty-five (55) years of age or older.
8. A shareholder under the age of 55 who purchased a house prior to April 2011 may not reside in the house for more than 30 days a year until they become age qualified. A shareholder who purchased a house after April 2011 may not reside in the house until they are age qualified.
9. If the home will be unoccupied for a period of thirty (30) days or more consecutive days, the shareholder shall notify the Park office and verify the information where to contact the Shareholder in their absence is current.

10. Occupancy by Guests of the Resident/Renter shall be for a period of time not exceeding thirty (30) total days per person per year unless a longer period is approved in writing by the Board of Directors. No guest may occupy a dwelling unless one or more of the permitted residents are in occupancy or unless prior approval has been received from the Board of Directors.
11. Residents shall not sublet, assign, nor rent the dwelling or any part thereof without the specific written approval of the Board of Directors/Park Manager. Pre-Rental and Rental application forms must be submitted to the Board of Directors/Park Manager thirty (30) days prior to the beginning of the rental occupancy date. All forms are available at the Park Office or on the Alameda Isles website. Any subletting, assigning, or renting without the Board of Directors' written consent shall be void and shall constitute a default under the terms of the Proprietary Lease. Guests, renters, and visitors on Park premises are entirely the responsibility of the shareholders. All such persons must comply with Park Rules and Regulations.
12. No rentals are permitted for less than (60) days/ 2 consecutive months.
13. Shareholders are reminded that any renting of their home is subject to Sarasota County Ordinances regarding taxes on furnishings provided to the renter, and other taxes. In addition, Florida Statutes may require shareholders to establish a tax account with the State and Federal authorities, and to collect and pay sales tax on rental income.
14. The Board of Directors is authorized to make an exception to the Park restrictions, within the restrictions required by law, concerning ages of occupants, number of occupants and the length of stay of a guest or guests in a dwelling unit, for either: (1) a single bona fide caregiver who may be a family member, or (2) a professional person employed or otherwise formally engaged by the resident or the resident's family. This exception to the occupancy restrictions shall not be construed so as to

allow a third occupant if it is the third occupant who would be the one needing care. The exception to the restrictions is intended to accommodate the health care needs of resident(s.)

15. An Application for Resident Caregiver form must be completed by the Shareholder or an authorized representative on the shareholder's behalf and submitted to the Park Office for Board review and consideration. Written proof of medical necessity from an attending physician is required, and shall contain:
 - a. The physician's opinion of the demonstrable medical necessity for a caregiver in residence to serve the resident,
 - b. A statement that the services to be rendered by the caregiver cannot be adequately performed by another resident (if any) of the home, or that it would be impracticable for a caregiver to render the appropriate services except as a co-habitant of the home, and
 - c. The anticipated duration of the caregiver's occupancy in the resident's home.
16. The exception for occupancy by a bona fide caregiver shall not exceed three (3) months. The Board of Directors may thereafter grant a series of extensions of the exemption(s), each such extension for a maximum term of three (3) months. However, the resident or the resident's family must furnish the Board of Directors with a supplementary declaration from the attending physician prior to the expiration of each term.
17. The exception for occupancy of a home by a bona fide caregiver shall expire within a reasonable time following a change in the family's circumstances which evidences a lack of continuing need for the exemption from the community restrictions, i.e., fifteen (15) days after the resident no longer requires care.
18. A bona fide caregiver may not use any recreational facilities in the park or attend any social functions unless the resident

- under care requires their services while using the facility or attending the function.
19. Effective 4/23/2025 a Shareholder is allowed to own only 2 units.

C. GENERAL HOUSE & HOME SITE MAINTENANCE

1. Houses shall be attractively maintained and comply with all applicable laws, ordinances and regulations of State, County, and Park as from time-to-time amended. Appropriate house address number designation is required and shall be clearly visible from the street. Attractive shall be defined as suitable in appearance as determined by the Board of Directors/Park Manager. Storage of items including but not limited to tools, lawn care equipment and other equipment must be kept out of view of the general public.
2. House/shed exteriors and roofs shall be cleaned as needed. Violations at the discretion of the Park Manager.
3. The Board delegates responsibility to the Park Manager to conduct periodic exterior property inspections to ensure that homes/empty lots comply with Rules and Regulations related to suitable appearance. Shareholder(s) failing to meet standards will receive a Property Inspection/Compliance Report (PICR) stating the nature of the infraction. If the shareholder disputes the citation, they must explain their position and return the completed form to the Park Office. The decision by the Park Manager may be appealed to the Board of Directors. If a satisfactory plan for corrective action is not outlined and communicated to the Park Office within ten (10) days and the corrective action is not completed within 30 days, the Park Manager may contact a company to correct the problem. The cost will be billed to the shareholder along with all associated administration fees, as an additional assessment in accordance with the proprietary lease.
4. Homes and/or lots not maintained to standards satisfactory to the Association will be maintained by the Association. The

Association's maintenance cost will be billed to the Shareholder owning the membership share. If the fees are not paid, the property will not be approved for sale nor transfer.

5. The shareholder is responsible for the home, structural appurtenances, and all items located on the home site. This includes landscape maintenance: weeding, treatment for insect infestation, rodent or animal infestation, and general care of the lawn except as provided by the Corporation's contract with a landscape company.
6. Yard and garden tools are available in Pine Park for residents' use. Items must be signed out and checked back in on the clipboard provided.
7. Shareholders are not relieved of these responsibilities when the home is rented or vacant.
8. Houses shall be painted with an approved color. A chart of approved colors may be viewed at the Park Office. Adjacent homes shall not be the same color, other than white. The utility shed must be the same color as the house or white. There shall be no more than three Board approved colors on any home lot to include house, lanai, shed, trim, shutters, and planter. And there shall be no more than 2 Board approved colors on the house itself. Changes to any house, lanai, shed, trim, shutter, or planter colors must be approved in advance by the Home/Lot Maintenance Committee.
9. With the exception that only five pieces of yard art are permitted, the shareholder is permitted extensive latitude to make changes to plantings within the planter/curbing area without submitting an application to the Home/Lot Maintenance Committee but must maintain it so as to present an attractive appearance.
10. Any changes to the contour of the planter or any changes to the landscaping outside of the planter area require written approval of the HLM Committee acting for the Board of

Directors. Any plantings outside the curbing that are not approved will be removed and the cost of such removal will be charged to the Shareholder along with an administrative fee.

11. No landscaping is allowed around public utility boxes. This is a regulation of the utility companies.
12. Fill or other landscaping may be put between homes. Landscaping beds between houses can be added/changed up to a resident's property line. With approval by both residents in writing on the HLMC application, a landscaping bed can be extended to include both properties.
13. Driveways may be painted the colors approved by the Board of Directors. Darker colors must have a lighter color overlay/flakes. Stone applications are not approved. Paver/brick color must coordinate with the house.
14. Color of shingled roof must coordinate with the colors of the house. Installation of a roof-over must be white vinyl or an aluminum color that coordinates with the color of the house.
15. Curbing may be made of blocks, bricks or poured concrete. Curbing must be adjusted to meet the air conditioner pad. There must be five feet between curb and any other obstacle to allow for normal mowing. Curves in the curbing must allow for the turning radius of the mowers.
16. Lots must be kept tidy and picked-up. To prevent projectile damage, all shareholders shall adhere to the Alameda Isles Disaster Preparedness Guide.
17. In accordance with Florida Statutes 163.04, a Community Clothesline is provided for Shareholder use. No clotheslines of any type are permitted on any shareholder's lot. No laundry, clothing, bedding, towels, rugs, or similar items may be hung outdoors except in the designated area of the Community Clothesline.

18. There shall be no change in the outside appearance of the house and its site, including trees, lawn, and plantings without written approval of the Board of Directors or their representative HLM or AR Committees. This also includes, but is not limited to, additions and changes to the house structure, lanai, shed, carport, color or change of color to the house, lanai, trim, shed, carport, planter, edging, steps, porch, driveway, and walks.
19. Shareholder flagpoles for display of the US flag shall be limited to twenty-five feet above the ground in height. Written permission from the Board of Directors or their designated HLM Committee must be obtained prior to the flagpole's installation. The pole and flag shall be displayed according to Public Law. The suitability of flags/banners/signs shall be at the discretion of the Board of Directors.
20. Landscaping beds of any material other than grass, such as, but not limited to , rocks, bark mulch, pebbles or shells, which abut the road, must have curbing or landscape edging such as extruded concrete, concrete blocks, bricks or plastic edging to hold the material back from sliding or washing into the road.

D. COMMITTEES RELATED TO HOME/SITE MAINTENANCE

1. Architectural Review Committee (ARC): This committee will work with shareholders who submit an application to expand a house/lanai, do major construction on the house/lanai, or remove and replace a house. This includes all work that involves the structure of the house/lanai or home lot and or requires a building permit.
2. Home/Lot Maintenance Committee (HLMC): The Home/Lot Maintenance Committee will work with shareholders who submit applications to do minor maintenance, make minor repairs or lot modifications such as installation of curbing, exterior painting/siding of houses /lanai, painting of driveways, and installment of patios. Excluded items are A/C

repairs/ replacements, broken doors/windows when just replacing (same size & location), repainting of house, trim and shutters if no change and is an approved color, or minor repairs to the existing vinyl roof or metal roof.

E. RULES APPLYING TO ALL MODIFICATIONS, REMODELING, & REPLACEMENTS

The shareholder shall not, alter in any way the lot which is leased, or add to the dwelling located upon the lot, or any of its fixtures and appurtenances, nor alter the outward appearance of the house located on the leased lot without first having obtained approval from the Board of Directors/Park Manager by completion of the appropriate form submitted to the Park Manager for consideration and approval by the appropriate HLM or AR Committee.

1. This application and approval process pertains only to compliance with Alameda Isles Homeowners Association Rules and Regulations. The shareholder together with the contractor is responsible to ensure that the alteration complies with all building codes and installation requirements of the State of Florida and Sarasota County. All necessary building permits and inspection fees are the responsibility of the shareholder.
2. The submitted application is only for the work described; any additional alterations require a separate application and approval by the ARC.
3. Garages or enclosed carports are not permitted.
4. There shall be no change (including poured concrete) in the outside appearance of the house (additions or changes to the house structure, windows, doors, house color or house trim), appurtenant structures (lanai, shed, carport, planter, edging, steps, porch, driveway, or walks), or the site (trees, lawn, or plantings) without written approval from the ARC or HLMC.
5. A qualified shareholder may act in the capacity of their own general contractor. In doing so, they assume all obligations,

covenants, duties and responsibilities of the general contractor and should so indicate themselves as the general contractor on the applicable application.

6. A lanai damaged beyond repair must have a replacement contract within 120 days. The design and the replacement lanai shall have a roof and will be per the description and timeline designated by the Board of Directors and an approved ARC permit is required. Damage Insurance and Workmen's Compensation with the application.
7. No construction shall commence prior to receipt of approval from either the HLMC or the ARC. In addition, some applications may also require approval from the Board of Directors/Park Manager as well as Sarasota County.
8. The shareholder is responsible to make sure the construction site (including the street) is kept as neat and clean as possible throughout the construction period.
9. The shareholder is responsible to ensure that all workmen abide by the Alameda Isles Homeowners Association, Inc. Rules and Regulations.
10. No shareholder shall have the right to cause the corporation's interest in the land to become subject to a Mechanic's Lien under the laws of Florida, and should a Mechanic's Lien be filed against the lot, then the shareholder shall forthwith cause the lien to be discharged by payment, removal to security or otherwise. If the shareholder shall fail to do so within ten (10) days, the Corporation may cause the lien to be discharged by payment, without investigation as the validity thereof or any offsets or defenses thereof, and shall have the right to collect as additional assessment all amounts paid and all costs and expenses paid or incurred in connection thereof, including reasonable attorney's fees, including appellate attorney's fees and costs, if any, together with interest thereof at the maximum rate allowed by law.

11. Upon completion of the work, the appropriate committee has the right to require a final inspection to verify that all work is in agreement with the terms of the application/permit.

F. HOME REMODELING/ADDITIONS

1. Shareholders desiring to change, remodel, or add to their home must submit an ARC Application Form at least thirty (30) days prior to the expected date of the beginning of the project. The ARC together with the Park Manager has recommendation authority on modifications to the home with final approval by the Board of Directors.
2. Proposed remodeling such as shed enlargements and screen enclosures that involve existing carports will be allowed within the existing roofline of the carport. Adequate parking (at least 36 feet from the edge of the road) must be provided. Enclosed garages and carports are not permitted.
3. Proposed additions such as: carport extensions, building extensions, and lanais will be allowed, provided strict adherence to Sarasota County and Alameda Isles dimensional & setback requirements are met. When the proposed remodeling involves an existing carport, adequate parking (at least 36 feet from the edge of the road) must be provided. The total roofline square footage must be no larger than the allowable lot sq. ft. coverage. A completed ARC Application for the proposed work is required, including existing home and new home/addition worksheets, contractor name - license number and proof of insurance.
4. Dimensional drawings must accompany the application showing the following:
 - a. PLAN VIEW: Showing new structure with any and all changes to existing structures. A description of all materials (including poured concrete) to be used must be included.

- b. ELEVATIONS: Showing heights of walls, size and location of all doors, windows, screens, lanai, driveway, planter, and enclosed storage space, etc.
 - c. SURVEY: A 4 point survey with stakes/irons shall be provided showing proposed home location on the lot.
5. Where the new construction involves building closer to a lot line from the existing structure, a certified site plan will be required to accompany the application. The application will show existing conditions and proposed construction. In addition, the plan will show setback lines, % of existing lot coverage, and % of lot coverage with the new construction. No additions or remodeling construction will be permitted that would extend the front of the house (excluding steps/landing) closer to the edge of the road.
 6. The MAXIMUM square foot coverage of all the approved changes will conform to Sarasota County Zoning Regulations.
 7. The maximum height of new construction will conform to Sarasota County Zoning Regulations.
 8. At the discretion of the Board of Directors, the exterior surfaces of the remodel must be constructed of similar materials to those of the existing house. The color must conform to Alameda Isles current standards and a color chip/sample must be provided with the ARC or HLMC application.

G. REMOVAL OF HOUSE

1. When the removal of an existing house is required or desired, shareholders shall submit a completed ARC Application form to the Park Manager for referral to the ARC and final approval by the Board of Directors. When the replacement of an existing house is elective, written approval by the Board of Directors for the new house is required before demolition begins. When the replacement of an existing house is

elective, written approval by the Board of Directors for the new house is required before demolition may commence.

2. When removal is required due to major structural damage caused by fire, hurricane, tornado, etc., a demolition contract must be secured within ninety (90) calendar days of such incident and work completed within 6-months, unless a time extension is granted by the Board of Directors in writing. Proof of contract may be required by the Park Manager or ARC.
3. The shareholder is responsible to ensure the demolition site (including the street) must be kept as neat and clean as possible throughout the demolition period.
4. An empty lot must have all appurtenances (except driveway) cleared from the site and the ground must be leveled. The lot must be regularly maintained to standards satisfactory to the Park Manager.

H. REPLACEMENT HOUSES

1. Shareholders replacing their existing home shall submit a completed Application for House Replacement form to the Park Manager for referral to the ARC and final approval by the Board of Directors. The design of all appurtenances and additions must be included.
2. A certified site plan must accompany the application for house replacement. The site plan will show existing conditions and proposed construction (including utilities). In addition, the plan will show setback lines, a 4-point survey with stakes/irons, and % of lot coverage with the new construction.
3. Dimensional drawings must accompany the application showing the following:
 - a. PLAN VIEW: The plan must show new structures with a description of all materials.

- b. ELEVATIONS: The plan must show heights of walls, size and location of all doors, windows, screens, lanai, driveway, planter, enclosed storage space, etc.
4. Measurement requirements:
- a. The WIDTH of the house must be at least twenty-four (24) feet,
 - b. The LENGTH of the house must be at least forty (40) feet,
 - c. The maximum WIDTH OF THE DRIVEWAY, as measured at the building line, must not exceed fourteen (14') feet. A parking space of at least 9' x 36' must be provided. There will be no garages or enclosing the front of carports.
 - d. The maximum HEIGHT of all structures is 12 1/2 ft. as measured from the finished floor to the top of the ridge. The ARC and the homeowner must work together to determine that the height of the house is practical considering neighboring houses. The goal is to ensure that the house is as close to equal in elevation as possible.
 - e. The MAXIMUM SQUARE FOOT COVERAGE of the total square foot roof area (eaves not included) on a lot will conform to Sarasota County Zoning Regulations,
 - f. The FRONT SETBACK of the house (excluding steps/landing) shall be the distance from the edge of the road to the front of the house previously located on the lot. (not including planter).
 - g. All OTHER STRUCTURES: 12 1/2 ft. as measured from the finished floor (of the house) to the ridge.
 - h. A 25' (twenty-five) greenbelt easement on Alameda Grande must be maintained. No carports, driveways or A/C units will be allowed along Alameda Grande.

5. The exterior of the house must be constructed of appropriate materials as determined by the Architectural Review Committee /Home Lot Maintenance Committee.
6. The color must conform to Alameda Isles current standards and a color chip/sample must be provided with the ARC application.
7. Only NEW one (1) story buildings that meet present day manufactured house standards will be permitted.
8. Cantilevered construction extending beyond the roof line is not permitted. Bump outs are permitted.
9. Gabled construction will be permitted on the side of the house with the pitch of the gable roof to be consistent with the pitch of the house roof.
10. For home interiors, gas fireplaces and gas type heating and cooking appliances are not permitted.
11. After placement of the house on the lot, an "as-built" site plan must be submitted to the Park office.
12. Replacement houses must be set up within ninety (90) calendar days from the date of placement on the lot and include the following features: a driveway at least 36 feet from edge of road, a utility/storage room, and carport. Optional front planters must be two (2) to three (3) feet out from the front of the house and twelve (12) to twenty-four (24) inches in height.
13. Any damaged lawn must be repaired or replaced.
14. Replacement houses must be set up within ninety (90) calendar days from the date of placement on the lot and include the following features: a driveway at least 36 feet from edge of road, a utility/storage room, and carport. Optional front planters must be two (2) to three (3) feet out from the front of the house and twelve (12) to twenty-four (24) inches in height.

15. Installation must comply with all building codes and installation requirements of the State of Florida, Sarasota County, and Alameda Isles Home Owners Association, Inc.
16. All house manufacturers, contractors, and sub-contractors must be properly certified by the State of Florida or Sarasota County and must furnish all necessary building permits and certificates of Insurance for Liability, Property Damage, and Workmen's Compensation Insurance. Contractors must supply certificates of a minimum of one million dollars (\$1,000,000) of Liability and Property Damage Insurance and Workmen's Compensation with the application.
17. Qualified shareholder(s) may act in the capacity as their own General Contractor, if qualified. In so doing, they assume all obligations, covenants, duties, and responsibilities of the General Contractor and should so indicate themselves as the General Contractor on forms: AI Home Removal/Replacement, ARC, and or AI Home Lot Maintenance.
18. Upon completion of the work, a certified "as built" drawing shall be provided and the AR committee shall require a final inspection to verify that all work is in agreement with the terms of the application.

I. PATIOS A patio is permitted under the following conditions

1. A patio shall be constructed of paving bricks, blocks or material that can be easily removed to provide access to underground utilities, as needed. They shall not be constructed of a poured concrete slab.
2. A patio, for homes that abut to common property at the back of the house, must be evaluated on an individual basis. A backyard patio, for homes that abut to another house, cannot extend beyond the 5 foot setback from the midpoint between these houses . A patio to the side of a house, cannot extend beyond the midpoint established by measuring the distance between the existing houses or between the lanai of one house

- to the driveway or shed of the other house. In addition, should two shareholders who abut to each other agree in writing on the HLMC application, the patio may extend across both properties.
3. The patio may not be any closer to the road(s) than the existing structure of the home.
 4. There will be no permanent walls, partial walls, awnings, or roof permitted over the patio. A retractable awning is allowed. There will be no construction associated with the patio other than the installation of the patio itself.
 5. Curbing may be installed around the patio with the understanding that it may need to be removed to provide access to underground utilities.
 6. There will be no patios along Alameda Grande.

J. SATELLITES AND ANTENNAE

1. No television, radio, satellite, or other antenna or satellite system may be installed on the common areas by any person other than the Corporation.
2. Permitted antenna includes (herein collectively referred to as "antenna"):
 - a. Direct broadcast satellite dishes (DBS) that are one meter (39 inches) or less in diameter.
 - b. Multipoint distribution systems (MDS) that are one meter or less in diameter or diagonal measurement. Such devices may be mounted on masts to reach the minimum height necessary to establish line of sight contact with a transmitter provided no mast may be higher than twelve feet (12') above the building roof line without prior written approval of the Corporation.
 - c. Television broadcast antennae for local stations, may not exceed 24", may be secured to a mast located no higher than four feet (4') above the building roof line. Any mast located higher than four feet (4') above the building roof line

must be approved in writing by the Board of Directors or HLM Committee.

3. Certain permitted television, satellite, or other antenna systems may be erected or installed on a lot subject to the shareholder's submission and approval of a HLMC application.
4. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other shareholders or persons if this placement would still permit reception of an acceptable quality signal.
 - a. Place the antenna in the rear of the residence, as close to the eaves as possible.
 - b. All antennas/masts shall be painted to blend into the background against which they are mounted so long as the paint will not interfere with an acceptable quality signal.
5. It is the obligation of the Shareholder to comply with all applicable local, state, and federal safety requirements, including, but not limited to, obtaining a permit for the installation of the antenna, if any; hiring licensed contractors with sufficient expertise and adequate insurance to protect their work; installing the antenna away from power lines and other potentially dangerous areas; installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.
6. The installation of an approved antenna shall not relieve the Shareholder of their obligation to pay for television/internet service through the HOA fee.

K. WELLS AND SPRINKLER HEADS

1. Well heads must be located in planter/curbing beds and be at least 50 feet from an active sewer line.
2. Water back flow devices must be installed within the planter/curbing border.
3. Homeowner must comply with Sarasota County and Englewood water restrictions.
4. A permit is required from Sarasota County prior to installation of a new well in addition to approval from the HLMC.

L. CARE AND MAINTENANCE OF PALM TREES

1. All trees that are in line on each street in front of homes are called "Street Trees."
2. Street Trees will be maintained by the Alameda Isles Home Owners Association. The cost of removal and replacement of Street Trees is the responsibility of the **Corporation**.
3. All trees on common areas in the Park are the responsibility of the Alameda Isles Homeowners Association.
4. All trees on a shareholder property that are not Street Trees are the responsibility of the shareholder to maintain/trim for an attractive appearance as determined by the Park Manager.
5. **Shareholders must replace within thirty (30) days, at their expense, any Street Tree that is removed from their property in order to facilitate the placement of a new home on the lot.**
6. All Palm Trees shall be trimmed on a "3 to 9 o'clock rule."
7. All shareholders, at their expense, who wish to plant, replace, or cut down any tree on their property outside of the curbing surrounding the residence are required to submit a HLMC form and receive approval prior to making changes. A list of suitable trees is available in the office.

IV RECREATIONAL FACILITIES

A. RULES & REGULATIONS THAT APPLY TO ALL FACILITIES

1. The pool, pickleball/tennis courts, Pine Park, Sunset Park, Marina, shuffleboard courts, clubhouse, kayaks and other recreational facilities of the Park are primarily for the use and enjoyment of residents. Guests and renters are welcome. Day visitor's use of the recreational facilities shall not exceed three (3) times per year per individual. Visitors must be accompanied by the resident or renter.
2. A Shareholder in transition from one home in Alameda Isles to another home, under contract, in Alameda Isles may continue to use park facilities up to 30 days while they are in transition.
3. All persons using the recreational facilities do so at their own risk.
4. No smoking/vaping is permitted in any common area of Alameda Isles. Anyone (including contractors) who wishes to smoke may do so only in the shareholder's home or on their lot. All smoking materials/waste must be properly disposed of.
5. Scheduled interclub matches involving Alameda Isles' teams shall be permitted to use the facilities before all others.
6. Residents renting their home for any period of time surrender their privileges to use the recreational facilities to the person or persons renting their home. EXCEPTIONS: Storage Lot
7. All shareholders shall be accountable and responsible for any physical damage to the clubhouse, pools, marina, woodshop, recreational areas and appurtenances/amenities caused by their use or by their guests, visitors or renters.
8. Unless otherwise specified, no children under the age of fourteen (14) will be permitted in the recreational facilities at any time unless accompanied by an adult.

B. CLUBHOUSE COMPLEX

1. The clubhouse complex consists of lounge, office, billiard room, craft room, library, assembly hall, and restrooms.
2. Proper attire is required at all times. Persons with wet bathing suits or bare feet shall not be allowed in the Clubhouse, Clubhouse bathrooms, library, lounge, office, billiard room or craft room. All persons must wear shirts or cover-ups when in common areas other than inside the pool area.
3. The billiard tables may be used only by persons aged eighteen or older (18), unless accompanied by an adult.
4. Use of the Clubhouse for private parties will be permitted for groups having at least fifty percent (50%) resident attendance. Exceptions to the fifty percent (50%) rule will be made for special occasions, such as birthday parties, anniversary celebrations and memorial services. Reservations must be made in advance with the Park Manager. Residents may not charge a fee for attendance at their private party. Residents using the Clubhouse facilities for private parties are responsible for set-up and clean-up and must take and bring back their own supplies. Any charges incurred for clean-up, damage, or repair will be charged to the resident in whose name the reservation is made, the charge for such clean-up will be at the current rate.
5. Only those persons eighteen (18) years of age or older will be allowed to play bingo per Florida statutes.
6. Unless advance permission has been obtained from the Park Manager with regard to a private party, the hours of the Clubhouse shall be from 8:00 a.m. to 10:00 p.m.
7. The use of the Clubhouse shall not be available to groups or organizations not affiliated with the Park unless such use, in the sole opinion of the Board of Directors, renders a community or civic service (such as a public election), and then only after receiving written approval from the Park Manager.

8. Following are rules and regulations concerning the use of the table tennis equipment:
 - a. Equipment will be used only during hours for which the east half of the clubhouse room has been reserved for this purpose.
 - b. Equipment will be set-up and returned to its storage status by an adult after each use.

C. SHUFFLEBOARD COURTS

1. All persons under age **fourteen (14)** must be accompanied by an adult when using the shuffleboard courts.
2. Equipment must always be returned to the shuffleboard storage area.
3. Persons using the shuffleboard courts must wear shoes that have rubber or composition soles. Walking on the playing surface is not permitted.
4. No wax beads shall be allowed on the shuffleboard courts.

D. BOAT DOCK FACILITIES

1. The Park Manager with assistance from the Dock Master if necessary, in collaboration with Board of Directors, has the responsibility and the authority to manage the marina by use of these rules in conjunction with the Vessel Slip/Dock Lease Agreement.
2. Only residents and guests are permitted on the docks. Children are not permitted to play on the docks.
3. Leasing a Slip
 - a. A fully age-qualified resident interested in entering into a slip lease must contact the Park Office and enter their name on the list maintained for that purpose. The Park Manager maintains four lists: 1) Current lessees list, 2) Move list, 3) Wait list, and 4) Temporary Use list.

- b. A boat/vessel must be titled, registered and insured to a resident of Alameda Isles Homeowners Association, Inc. Residences with two persons must designate one person as the lessee. Residents may only be the lessee on one boat slip. In the case of a multi-resident boat slip partnership, all partners must be listed on the registration. Only one resident on the vessel registration may apply for a boat slip. Any slip obtained, will be for this registered vessel under the responsibility of this lessee.
- c. Per the Deposit Boat Slip Wait Form and Deposit Boat Slip Move Form, a deposit fee is required to put your name on the Move or Wait list for a slip. This Move deposit is non-refundable. The Wait deposit is non-refundable unless the applicant sells their house prior to being offered a slip or at the discretion of the Park Manager because of an unexpected change in circumstances. The Wait deposit will be applied to the first year's lease fee.
- d. When a vacancy occurs in the marina, the Park Manager with assistance from the Dock Master if necessary, will offer the slip to the lessee first in line on the Move list. Each lessee on the Move list offered a slip has 24 hours to either accept or reject the slip. If the lessee rejects the offered slip, they will retain their position on the Move list. However, if the lessee accepts the offered slip, they will be removed from the Move list per instructions in the Vessel Slip/Dock Lease Agreement.
- e. Once all relocations on the Move list have been completed, the vacancy will be offered to the person first in line on the Wait list. Each person offered a slip on the Wait list has 24 hours to either accept or reject the offer adhering to the following:
 - 1) if the person rejects the offered slip, they will retain their position on the Wait list.
 - 2) The resident

accepting the slip has one year to provide documentation of ownership of a boat and to put the measured boat into the slip provided. If this is not done, the lease will be cancelled. 3) The prorated balance of the first year's lease must be paid within 30 days of the notification of the available slip.

- f. All leases are executed using the approved Vessel Slip/Dock Lease Agreement.
- g. Prior to a boat occupying a slip for the first time, it will be measured by the Dock Master and the Park Manager to ensure that its overall length, including an outdrive or outboard motor does not exceed the requirements defined in the Vessel Slip/Dock Lease Agreement. The boat must be moored at the dock with the motor in the same position as when it was measured. Leases will be for one year, beginning on January 1st and ending on December 31st. Leases for slips that become available during a month other than at the beginning of the lease year, will be for the period of time from the acceptance of the slip date to December 31st. A lease may commence only on the first day of a month, and may only be cancelled on the last day of a month. The annual fee for that year will be prorated.
- h. If a lease is not signed and returned with the annual lease fee enclosed prior to the date specified in the Vessel Slip/Dock Lease Agreement, penalties may occur and/or the slip will be treated as vacant.
- i. Leases will be canceled or not renewed upon the occurrence of one or more of the following: 1) The lessee is no longer a resident. 2) The lessee has sold, or otherwise disposed of the boat and has not replaced it within one year. 3) The lessee has failed to pay the annual lease fee by the date specified in the Vessel Slip/Dock Lease Agreement. 4) The boat

occupying the lease space is hazardous to the docks or the surrounding boats. 5) The lessee breaches any of the terms of the Vessel Slip/Dock Lease agreement.

- j. A lessee of a boat slip may cancel the lease for the slip for any reason with a 30 day notice. The cancellation of the lease entitles the lessee to a prorated refund.
- k. Any boat in the slip must be removed by the owner on or before the cancellation/expiration date
- l. If a Lessee of a slip rents his or her Alameda Isles home, he or she loses the right to use the slip during the time the home is rented. Lessee must remove their boat from the slip and the slip will then be available for temporary use.
- m. Subleasing of slips by a lessee is prohibited.

- 4. A lessee will not advertise or convey the impression to a prospective house or boat buyer that leasing of the slip is “transferrable” to the new buyer.
- 5. Lessees are authorized to install at their own expense a compatible mechanical lift to lift their boat out of the water. Proper permitting must be obtained by the lessee from appropriate government agencies. Temporary use of slips with mechanical lifts will only be used as agreed upon in writing by the lessee, Dock Master and with the Park Manager to prevent possible accidents or damage to the equipment. When the current lease or its successor Lease is cancelled for any reason, and the slip becomes available for lease to another resident, the lessee must remove the lift or sell the lift to the resident who is entering into a lease for that slip. This means if the resident wants the slip, but not the lift, the current lessee must remove the lift. The pilings installed to hold the lift will not be removed.

6. Temporary Use of Boat Slips

- a. The fee for temporary usage is to be paid directly to the Park Office by the temporary lessee. Contact the Park Manager for current rates. This payment by the temporary user to the Park Office does not reduce the rental fee that lessee pays for the annual use of the slip.
 - b. Residents using slips under this provision of temporary usage will not pay or reimburse the lessee in any manner.
 - c. Temporary users will provide a copy of the registration of the permitted vessel to the park office when they pay their usage fee. Arrangements will also be made to have the boat measured to ensure that its overall length, including an outdrive or outboard motor does not exceed 25 feet, plus ½ inch for measurement variation. All engines will be in the full up-right position.
7. Kayaks, Canoes, or Paddleboards do not qualify for a boat slip.

E. SWIMMING POOL AND SPA

1. Everyone must observe Rules and Regulations posted at the swimming pool and spa.
2. Lifeguard services are NOT provided. All users do so at their own risk.
3. Visitor's use of the pool and spa shall not exceed three (3) times per year per individual. Visitors must be accompanied by the resident or renter.
4. Everyone must shower before entering the pool and spa. An outside shower is provided for this purpose.
5. Anyone using suntan oils must also cover the furniture with a towel before sunning.
6. Only proper bathing attire shall be permitted. All persons must wear shirts or cover-ups and appropriate footwear

when coming and going from the pool area and when in common areas other than the pool area.

7. The pool and spa may be used between the hours of 6:00 a.m. and 10:00 p.m., but will be closed during the performance of maintenance and/or cleaning.
8. Pool and spa must be vacated during an electrical storm.
9. No running, in the pool or spa area, and no jumping or diving will be permitted in the pool or spa per ruling by the Sarasota County Board of Health.
10. Food and beverages are permitted in the pool/spa area if at least four feet away from the pool/spa as required by Sarasota County Ordinances. For organized functions when approved by the Park Manager, and when special clean-up arrangements have been made, food and beverages may be served in the pool/spa area four (4) feet from the perimeter of the pool/spa. No glass is allowed anytime, anywhere as per Sarasota County Ordinance 64E-9.
11. Only authorized persons may adjust, alter, or repair any pool or spa equipment. Pump house and heating units are off-limits to all.
12. Persons having open wounds are not allowed in the pool or spa.
13. Pool
 - a. Maximum of 19 persons are allowed in the pool at one time.
 - b. The pool is limited to persons aged sixteen (16) and older between the hours of 1:00 p.m. and 4:00 p.m.
 - c. Children and adults who are not toilet trained or in diapers are not allowed in the pool or spa.
 - d. Only noodle floats or single person seat type floats and personal life-saving flotation gear will be permitted in the pool.

- e. The safety rope must be reattached after swimming laps.

14. Pool Chair Lift

- a. All pool safety rules and pool hours are to be observed.
- b. Must be 18 years or older to operate the chair lift.
- c. User must complete sign out sheet for each use.
- d. Must be used with a minimum of 2 additional adults to assist: 1 person poolside and 1 person in the water.
- e. Must use a personal life saving flotation device.
- f. User weight limit is 300 lbs.
- g. The pool lift cover must be placed on the chair lift after each use.
- h. Battery must be replaced on charger in exercise room after each use.
- i. Pool chair lift is only to be used by disabled shareholders, renters, guests, or day visitors.

F. SPA

1. Children under sixteen (16) years of age in the spa must be accompanied by an adult.
2. The maximum number of persons in the spa is eleven (11).
3. Pregnant women, small children, people with health problems, and people using alcohol, narcotics or other drugs that cause drowsiness should not use spa without first consulting their Doctor.

G. EXERCISE ROOM

1. Users of the exercise room, equipment, and sauna must be eighteen (18) years of age or older unless accompanied by and in the presence of an adult.

2. The showers in the exercise room are for those persons using the exercise equipment or sauna only, and are not intended to be used by persons using the pool or spa, or others in lieu of the outside shower or using the shower at home.
3. Users must complete a waiver (available on the AI website) and take it to the office for filing.
4. Users must wipe down the equipment after use.
5. Wet bathing suits may not be worn when using the equipment.

H. PICKLEBALL /TENNIS COURTS

1. Everyone must observe the Rules and Regulations posted at the pickleball/tennis courts.
2. Proper attire must be worn, including court shoes (non-marking). Men must wear shirts. No swimwear allowed.
3. Only those actually playing tennis or pickleball are permitted on the courts. Bicycles, skateboards, skates, rollerblades, segways, hover boards or other similar items are strictly prohibited on the court surface.

I. PINE PARK

1. Alameda Isles residents/renters may reserve the Pine Park facility by registering their name, date, and the requested time on the Alameda calendar. Park reservation by small groups (30 or less) does not necessarily close the entire park area. It does reserve the grill and picnic tables. Other residents/renters may use the game facilities if it does not interfere with the reserved group's activities.
2. Use of Pine Park for private parties will be permitted for groups having at least fifty percent (50%) resident attendance. Exceptions to the fifty percent (50%) rule may be made by the Park Manager for special occasions, such as birthday parties or anniversary celebrations.

3. Each group shall have a chairperson who will be responsible for a clean-up crew, the storage of all equipment, and clean-up of the grill by the next day.
4. Children under the age of fourteen (14) years using the Pine Park facilities must be accompanied by an adult.

J. WOODSHOP

1. Tools and facilities are for the exclusive use of shareholders and renters, guests and visitors are not allowed.
2. All users must sign a waiver (available on the AI website) and turn it in to the office prior to use of equipment in the Woodshop.
3. All use is at the user's risk.
4. Tools borrowed from the Wood Shop must be signed out on the clipboard provided and signed back in when returned.
5. All protective/safety devices must remain on power equipment at all times.

V. VEHICLES

A GENERAL RULES

1. The speed limit for vehicles in the Park is 15 M.P.H.
2. All motor vehicles must display a valid license plate, have proper registration, and be operated by a duly licensed driver.
3. All vehicles, including but not limited to golf carts, bicycles, and tricycles shall travel on the right side of the road. Pedestrians shall walk on the left side of the road facing traffic.
4. All vehicles, including but not limited to bicycles and golf carts must exhibit at least one (1) white light showing forward and one (1) red light or reflector showing to the rear when traveling in the Park between the hours of sunset and sunrise.

5. Parking or driving on any lawn area is not allowed, except for golf carts being driven on the lawn to reach the overnight parking space.
6. No contractor vehicle/trailer bearing or not bearing commercial lettering or logo may park overnight in the park. Temporary exceptions may be granted by the Park Manager.
7. Overnight street parking of any vehicle is prohibited with the exception of RVs, boats or vehicles hitched to RVs or boats parked for up to 48 hours.
8. No parking is allowed on Alameda Grande.
9. No person may undertake to repair, recondition, or otherwise mechanically service a vehicle or trailer other than very minor repair work while parked on the street in front of his home or in his or any other driveway.
10. POD type storage units may be placed in the driveway for up to 48 hours for loading and unloading. Temporary exceptions may be granted by the Park Manager.
11. Resident owned vehicles shall be required to have a decibel level which conforms to Florida Statute 316.3045 under the State Uniform Traffic Control.
12. Items showing above the pickup bed sides or vehicle roof are prohibited, except when in use. Recreation racks (such as kayak or bike) are allowed.
13. Resident and renter owned pickups are limited to 1 ton load capacity.
14. Resident and renter owned vehicles must fit in the driveway or be stored in a leased spot in the storage area. A short term/temporary parking permit is available from the Park Office.

B. GOLF CARTS, SCOOTERS, ELECTRIC BIKES AND OTHER ELECTRIC VEHICLES

1. Golf carts, scooters, and electric bikes shall not be parked on lawns (including front lawn/stone area), sidewalks, walkways or on Alameda Grande. There is no overnight street parking allowed.
2. Golf carts carrying excessive supplies such as, but not limited to gardening equipment or other miscellaneous items, are to be parked under carport roof in front of car farthest from the street.
3. Golf cart drivers must be at least sixteen (16) years of age per Florida State Law.
4. Golf carts are to have the owner's lot number displayed on the cart. Numbers are to be three (3) inch block, contrasting to cart color, and displayed on both sides below the seat.
5. No gas golf carts, motorcycles, motorbikes, mopeds or mini-bikes are allowed anywhere in the Park.
6. All vehicles, electric bikes and scooters must not exceed 15 mph.
7. No motorized vehicle shall be driven or parked on the seawall or seawall walkway.

C. ROLLER SKATES/BLADES, SKATEBOARDS, HOVERBOARDS ETC.

1. Roller skates/blades, skateboards, segways, and hover boards are permitted only on the paved streets and the 15 mph speed limit must be adhered to. They are not permitted on the pickleball/tennis courts, clubhouse atrium, pool area, or boat docks.

D. VEHICLE PARKING - STORAGE

1. If there is not enough room in a resident's driveway for a resident's or guest's car, a limited time parking permit to

park in a designated space in a designated parking lot may be obtained from the Park Manager. The time limit for the permit shall not exceed thirty (30) days, unless approved in writing by the Park Manager.

2. Vehicles determined to be in violation of these rules and regulations may be towed away at the vehicle owner's expense without further notice.
3. All parking is at the vehicle owner's risk.

E. RECREATIONAL VEHICLES, BOATS, TRAILERS, ETC.

1. A Resident, Renter, or Guest who owns a recreational vehicle (hereinafter, "RV") shall not park his RV or boat in his driveway or on the street in front of his home, except for not more than one (1) forty-eight (48) hour period at two (2) week intervals.
2. An RV may not be occupied after dusk as living or sleeping accommodations.
3. Parking or storing of boats of any type, campers, trailers, RV's or disabled vehicles on any **home** lot is prohibited.

VI. STORAGE AREA LEASES

1. Limited storage space may be available in a specially designated storage area within the Park. The terms of such storage shall be governed by a separate Storage Space Lease Agreement. The Park Manager with assistance from the Storage Lot Coordinator (if necessary) has the responsibility and authority to manage the storage area.
2. Leasing a space
 - a. A fully age-qualified resident interested in entering into a storage area lease must contact the Park Office and enter their name on the list maintained for that purpose. The Park Manager maintains four lists: 1) Current lessees list, 2) Move list, 3) Wait list, and 4) Temporary Use list. The stored vehicle must be titled and registered

to a resident of Alameda Isles Homeowners Association, Inc. Residences with two persons must designate one person as the lessee. Residents may only be the lessee on one storage space. In the case of a multi-resident partnership, all partners must be listed on the registration. Only one resident on the vehicle registration may apply for a storage space. Any space obtained, will be for this registered vehicle under the responsibility of this lessee.

- b. Per the Deposit for Storage Space Wait Form and Deposit for Storage Space Move Form, a deposit fee is required to put your name on the Move or Wait list for a space. This Move deposit is non-refundable. This deposit is non-refundable unless the applicant sells their house prior to being offered a space, or at the discretion of the Park Manager because of an unexpected change in the circumstances. The Wait deposit will be applied toward their first year's lease fee.
- c. When a vacancy occurs in the storage lot, the Park Manager will offer the storage space to the lessee first in line on the Move List. Each lessee offered a space on the Move list has 24 hours to either accept or reject the space. If the lessee rejects the offered space, they will retain their position on the Move list. However, if the lessee accepts the offered space, they will be removed from the Move list per instructions in the Storage Space Lease Agreement.
- d. Once all relocations on the Move list have been completed, the vacancy will be offered to the person first in line on the Wait list. Each person offered a space on the Wait list has 24 hours to either accept or reject the offer adhering to the following: 1) If the person rejects the offered space, they will retain their position on the Wait list. 2) The prorated balance of the first year's lease must be paid within 30 days of the notification of the available space. The resident accepting the storage space has

one year to provide documentation and placement of a permitted vehicle in the storage space.

- e. All leases are executed using the approved Storage Space Lease Agreement.
- f. Prior to a permitted vehicle occupying a space for the first time, it will be measured by the Storage Lot Coordinator and the Park Manager to ensure that it's overall length and width do not exceed the marked space dimensions. Leases will be for one year beginning January 1 covering a period of twelve (12) consecutive months commencing on January 1, 2026, or any portion of that year (without proration).
- g. If a lease is not signed & returned with the annual rental fee enclosed prior to Dec. 1st, the space will be treated as vacant.
- h. Leases will be cancelled or not renewed upon the occasion of one or more of the following: 1) The lessee is no longer a shareholder resident. 2) The lessee has sold, or otherwise disposed of the permitted vehicle and has not replaced it within one year. 3) The lessee has failed to pay the annual lease fee by the date specified in the Storage Space Lease Agreement. 4) The permitted vehicle(s) occupying the lease space is hazardous to the space or the surrounding spaces. 5) The lessee breaches any of the terms of the Storage Space Lease Agreement.
- i. A lessee of a storage space may cancel the lease for the space, for any reason with a 30 day notice. The cancellation of the lease entitles the lessee to a prorated refund.
- j. Any permitted vehicle(s) in the space must be removed by the owner on or before the cancellation/expiration date.
- k. Subleasing of spaces by the lessee is prohibited.

- I. A lessee will not advertise or convey the impression to a prospective house buyer that leasing of the space is "transferrable" to the new or potential buyer.
3. Qualifications for use:
 - a. Only permitted vehicles registered as follows shall be stored, kept or parked in storage spaces. 1) Boat and trailer, kayak and trailer. 2) Recreational Vehicles, pickup or automobile. 3) Utility trailer
 - b. A permitted vehicle must be titled and registered to a resident of Alameda Isles Homeowners Association, Inc. In the case of a multi-resident permitted vehicle partnership, only one resident on the permitted vehicle registration may apply for a space. Any space obtained, will be for that registered permitted vehicle under the responsibility of that resident.
 - c. Lessee may store additional vehicle(s) if it does not exceed the marked space dimensions, interfere with the utilization of surrounding spaces and is not hazardous to the storage lot.
 4. Temporary Use of Storage Spaces:
 - a. The fee for temporary usage is to be paid directly to the Park Office by the temporary lessee. Contact the Park Manager for current rates. This payment by the temporary user to the Park Office does not reduce the rental fee that the lessee pays for the annual use of the storage space.
 - b. Residents using storage spaces under this provision of temporary usage will not pay or reimburse the lessee in any manner.
 - c. Temporary users will provide a copy of the registration of the registered vehicle to the park office when they pay their usage fee. Arrangements will also be made to have the permitted vehicle measured by the Storage Lot Coordinator and the Park Manager to ensure that its overall length and width do not exceed the marked space dimensions.

VII. PETS/ ASSISTANCE, SERVICE, OR THERAPY ANIMAL

A. PETS

1. Residents who occupy one of the Park's lots numbered 255 through 285 and 310 through 335 may keep and walk a dog or cat within these areas. No more than one small dog [under twenty (20) pounds at full growth] or more than one small cat may be kept by a resident/renter at any one time. All residents/renters must register their dog/cat with the office.
2. All dogs and cats must be collared, and owners shall provide proof of current license and vaccination to the Park Office annually by Dec. 1.
3. All such pets must be under owner control at all times and be kept on a leash when outdoors. All pet feces must be removed and properly disposed of. Pets may not be tied or left outside at any time and are not allowed in the Clubhouse or on any of the Park's recreational facilities.
4. Doghouses, kennels, and the breeding of animals are not permitted.
5. A resident may keep tropical fish and not more than two parakeets, canaries, or cockatiels at any time. Other animals may be kept only upon the prior written consent of the Park Manager.
6. In the event the Park Manager receives complaints about a resident's/renter's pet or determines that a pet is a nuisance to others, the resident/renter will be notified and given three (3) days to remedy the situation. Should the resident/renter fail to do so, the resident/renter will be given written notice of violation of this rule and thirty (30) days in which to remove the pet from the Park or vacate the leased premises.

7. The keeping of pets within the Park, even those belonging to Guests and Visitors, are prohibited with the exception of the above stated pets and lots.

B. ASSISTANCE OR SERVICE ANIMAL

1. Verification of need will be required and provided to the Park Manager in accordance with applicable laws
2. If a person seeking an assistance or service animal has both a disability and a disability-related need for such an animal, then reasonable accommodations will be provided unless doing so would fundamentally alter the nature of Alameda Isles services or would impose an undue financial and administrative burden on the Association.
3. A request for this accommodation may be denied if 1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or 2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.
4. An assistance, service or therapy animal is not a pet, therefore restrictions for pets under VII, A. PETS, A1 does not apply.

IX. UTILITIES AND SERVICES

- A. UNDERGROUND UTILITIES** When digging, shareholders shall take appropriate precautions to prevent damage to underground utilities.
- B. GARBAGE, TRASH and RECYCLING** We are under mandatory recycling rules. Bins must be stored so that they are not visible from the street. Garbage, trash, recycling and yard waste must be secured per the requirements of the

current waste disposal contractor. Garbage, trash, recycling and yard waste may not be placed curbside prior to 5:00 p.m. on the day preceding scheduled pick-up. If animals disturb the garbage, the resident is responsible for immediate clean-up. Contact the waste disposal contractor for specifics or for information regarding pick-up of special/large items.

- C. PLANT CLIPPINGS.** Plant clippings and other yard waste must be placed in garbage cans no larger than thirty-two (32) gallons, bags, or tied in bundles not to exceed four (4) feet in length by sixteen (16) inches in diameter, and must not weigh more than forty (40) pounds. Clippings may not be placed curbside prior to 5:00 p.m. on the day preceding the scheduled pick-up.

IX. MISCELLANEOUS

A. PAYMENTS, FEES, LATE CHARGES

1. Assessments, installments on such assessments, rents, and fees paid on or after ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid and shall incur a late charge equal to the greater of twenty-five dollars (\$25.00) or five percent (5%) of the delinquent payment. All payments upon account shall be first credited to any interest and late charges, then to any collection costs, and attorney's fees, and then to the assessment payments first due.
2. All shareholders must pay monthly assessment fees by automatic bank transfer payment.
3. Other fees shall be made payable and mailed to Alameda Isles Homeowners Association, Inc., 1 Alameda Grande, Englewood, Florida 34223.

B. NOISE AND OFFENSIVE CONDUCT

1. Noise or offensive conduct which the Park Manager finds objectionable, which is a nuisance or disturbs other

residents/renters, or which constitutes a breach of the peace, is prohibited. Quiet hours shall be considered to be 9 pm to 7 am.

2. Shareholders will ensure that their contractors adhere to the working hours of 7 am to 7 pm Monday through Friday and 8 am to 2 pm Saturday and Sunday.

C. BUSINESS, SOLICITING, AND SIGNS

1. No resident/renter of a home shall use the house or permit the same or any part thereof to be occupied or used for any purpose other than as a private dwelling without the written consent of the Board of Directors.
2. No resident or any occupant of a home shall conduct a business or other commercial enterprise therein or thereon.
3. Commercial soliciting or peddling of any nature within the Park is prohibited.
4. A Resident with certain skills who performs a service for and at the request of another Resident and who is offered and accepts remuneration is not considered operating a business or commercial enterprise.
5. No commercial signs are permitted in the Park without the prior approval of the Park Manager. However, a Resident may display one "For Sale" sign or one "For Rent" sign, in front planter or within 2' of the front of the house, not larger than 18" x 25".

D. RESPONSIBILITY FOR DAMAGES

1. The resident shall be responsible for any injury or any damage to Park property, premises, or any other loss to the Corporation due to acts of the resident, occupants of the dwelling, or persons on Park premises at the invitation or with the consent of the resident.
2. Failure to make prompt payment within thirty (30) days shall be handled in accordance with the Non-Conformance

policy, provided the shareholder has been given an itemized statement of the damage, injury, or loss incurred.

E. PROPANE TANKS

Use of propane shall be limited to portable propane tanks not to exceed twenty (20) pound cylinders.

F. SHAREHOLDER ATTENDANCE AT BOARD MEETINGS

Board meetings will be run in accordance with Roberts Rules as noted in the Alameda Isles By-Laws.

X. COMPLIANCE AND DEFAULT

- A. Each Shareholder, Renter, Guest, Resident, and Visitor shall be governed by and conform to the provisions of the Cooperative Act, Proprietary Lease and Bylaws and all Rules and Regulations adopted by the Corporation. Failure to do so shall entitle the Corporation to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.
- B. In the event a judicial remedy is sought by the Corporation, the prevailing party shall be entitled to reasonable attorney's fees (including appellate and collection fees) and court costs. Also, the Corporation may levy fines for enforcement of these rules and regulations after notice and an opportunity for a hearing and subject to limits, as provided by Florida Statutes, in accordance with the requirement of state law.
- C. In the event a Shareholder does not pay any rents, assessments, use fees, or interest on any such payments, required to be paid to the Corporation within thirty (30) days from the due date, the Corporation, acting on its own behalf or through its Board of Directors or Management, may foreclose a lien encumbering the lot and dwelling created by non-payment in the same fashion as mortgage liens are foreclosed pursuant to Section 719,108, Florida Statutes. Reasonable attorney's fees (including appellate and collection fees) and court costs incurred by the Corporation incident to the collection of delinquent rents, assessments, and other

accounts or the enforcement of the lien shall also be secured by the lien. The Corporation shall be entitled to the appointment of a receiver if it so requests. The Corporation shall have the right to bid on the lot and dwelling at a foreclosure sale and to acquire, hold, sublet, mortgage, and convey the same. In lieu of foreclosing its lien, the Corporation may bring suit to recover a money judgment for any rents, sums, charges, or assessments required to be paid to the Corporation without waiving its lien securing each delinquent account or interest thereon. In any action either to foreclose its lien or to recover a money judgment brought by or on behalf of the Corporation against a Shareholder, the prevailing party shall be entitled to reasonable attorney's fees and costs.

XI. SEVERABILITY

If any provision of these Rules and Regulations are held to be contrary to any law of any jurisdiction in which the Park is located, it shall not apply or be enforced. However, the other provisions of these Rules and Regulations shall not be affected and shall continue in full force and effect.

THE BOARD OF DIRECTORS HAS THE ABILITY TO TEMPORARILY WAIVE THE ENFORCEMENT OF A RULE IN THE EVENT OF UNFORESEEN CIRCUMSTANCES OR EMERGENCY. THE REQUEST MUST BE MADE IN WRITING TO THE BOARD OF DIRECTORS, AND APPROVAL MAY BE GRANTED ONLY BY THE BOARD OF DIRECTORS.

If you find a typographical error in this document, please contact the office in writing so that it can be corrected. If you have a suggestion for an addition/change/deletion in these Rules and Regulations, please send this in writing to the Park Manager.

