Coco Bay Community Association, Inc.

C/O Resort Management, Attn: Rhona LaBounty
9250 Corkscrew Rd. #9 Estero, FL 33928
Ph: (239) 206-3872 / rlabounty@resortgroupinc.com

PURCHASE APPLICATION CHECK LIST

Date Submitted: _____

Address: _____

Applicants must provide the following information as part of the purchase packet:

___ Purchase Application Form Submitted 14 days prior to transfer

___ Email Contact Form

___ Use Restrictions (Signed & Dated)

___ Pet Registration Form and picture

___ Contract for Sale and Purchase

___ Copies of Driver's License(s)

___ Copies of Vehicle Registration Forms

___ $75 payable by check to Resort Management: Check Number: _____

Management Section:

Are all requirements submitted: Yes or No

Date sent to Board: _____

DECLARATION OF COVENANTS FOR COCO BAY COMMUNITY ASSOCIATION INC.

ARTICLE XIX
CHANGES IN OWNERSHIP OF LOTS

Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least **14** days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Notwithstanding the transfer of title, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including assessment obligations, until the date upon which the Board receives such notice, after which the original Owner shall be released from the obligation to pay assessments levied after the date such notice is received.

Coco Bay Community Association, Inc.

C/O Resort Management, Attn: Rhonda LaBounty
9250 Corkscrew Rd. #9 Estero, FL 33928
Ph: (239) 206-3872 / rlabounty@resortgroupinc.com

PURCHASE_APPLICATION_FORM

To: The Board of Directors of Coco Bay Community Association, Inc.

RE: Address: _____

Closing date: _____

In order to facilitate consideration of this application, I (we) represent that the following information is factual and true,and agree that any falsification of misrepresentation of the facts in this application will justify its automatic rejection. I (we) consent to your further inquiry concerning this application, particularly of the references below.

PLEASE TYPE OR PRINT LEGIBILY THE FOLLOWING INFORMATION:

1. Full name of Applicant_____

   Cell Phone Number_____

   Email _____

2. Full name of spouse or Co-Applicant_____

   Cell Phone Number_____

   Email_____

   Full name of Additional Co-Applicant_____

   Full name of Additional Co-Applicant._____

If there are any additional co-applicants a separate application identical to the one above will be provided and must be completed in its entirety.

Please state name, relationship and age of all other persons who will be occupying the unit regularly in the spaces below.

_____

_____

_____

3. I am aware of and agree to abide by the Declarations of Coco Bay Community Association, Inc., the Articles of Incorporation, By-Laws and any and all properly promulgated rules and regulations in effect within the terms of my (our) occupancy ownership. I acknowledge receipt of a copy of the Association Rules and Regulations.

3. I understand and agree that the Association, in the event a unit is leased, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Declarations of Coco Bay, Florida Statutes Chapter 720 and the rules and regulations of the Association.

Coco Bay Community Association, Inc.

C/O Resort Management, Attn: Rhonda LaBounty
9250 Corkscrew Rd #9 Estero, FL 33928
Ph: (239) 206-3872 / rlabounty@resortgroupinc.com

5. **Any changes to the exterior of the home, to include but not limited to, lawn decorations, plantings, and mulch or rock, pools/ spa/ hurricane shutters, etc... must meet written approval of the ARC.**

6. **All pets must be approved by the Board of Directors. All dogs must be leashed when on property and dog waste must be picked up.**

The Association office will advise the prospective purchaser or lessee within a 5 (five) day period from the date of receipt of this application, whether this application has been approved.

Dated _____

Applicant Signature _____ EMAIL _____

Co-Applicant Signature _____

ASSOCIATION RESPONSE:

APPLICATION APPROVED _____ DISAPPROVED _____

DATE _____

BY: _____
Officer, Director or Manager

APPLICATION WAS DENIED FOR THE FOLLOWING:

CONTACT INFORMATION:
TITLE COMPANY _____
EMAIL _____ PHONE _____

REAL ESTATE AGENT:
AGENT NAME _____ PHONE _____
EMAIL. _____

Coco Bay Community Association, Inc.

C/O Resort Management
9250 Corkscrew Rd #9, Estero, FL 33928
Ph: (239) 206-3872

Email Contact Authorization Form

Dear Coco Bay Home Owner,

In order to keep you informed and provide you with periodic and timely reports, notices, and other information concerning our association, the Board of Directors is offering you this opportunity to enroll on our email mailing list.

By completing and returning this form, you are agreeing that you would like to receive periodic emails and updates from the association, and authorize the Board to send them to you.

You consent to receiving Electronic notices in which all notices are required to be mailed to you. You may revoke this consent at any time in writing to board@cocobayhoa.info

CONTACT INFORMATION: Date Completed:_____

Address: _____

E-Mail Address: _____

Phone Main: _____

_____ Alt: _____ Mobile: _____

_____
Signature

Please return this form in one of two ways:

A. **Send form via mail to:**
Mark Stypinski, President
Coco Bay Community Association
9250 Corkscrew Rd #9
Estero, FL 33928

B. **Scan and e-mail request to: board@cocobayhoa.info with a subject line saying - "EMAIL ME".**

Coco Bay Community Association, Inc.

C/O Resort Management, Rhonda LaBounty
9250 Corkscrew Rd #9, Estero, FL 33928
Ph: (239) 206-3872 / rlabounty@resortgroupinc.com

EXHIBIT "C
USE RESTRICTIONS

For purposes of these Use Restrictions, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sub lessees of any Owner, and any other permitted occupants of a Home. All the Property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Paragraph 38 hereof:

1. Single-Family Use. The Homes shall be for single-family use only. No commercial occupation or activity may be carried on in Coco Bay except as such occupation or activity is permitted to be carried on by Declarant under the Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit.

2. Nuisance. Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots or in or about any Improvements, or on any portion of Coco Bay, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Lots or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Homes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Architectural Review Board ("ARB").

3. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Lot or the Home thereon nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. The Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, and any and all other governmental and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction there over relating to any Lot or Home shall be corrected by, and at the sole expense of the Owner of such Lot.

4. Leases. No portion of a Home (other than an entire Home) may be rented and the lease or sale of any Home on a time-share basis is prohibited. All leases shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles, the Bylaws, these Use Restrictions, or of any other agreement, document or instrument governing the Lots. No Home shall be leased for a term of less than thirty (30) consecutive days and no Home may be leased more than three (3) times in any calendar year. A copy of the lease must be provided to the Association. The Owner of a leased Home shall be jointly and severally liable with his or her tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall

Coco Bay Community Association, Inc.

C/O Resort Management, Attn: Rhonda LaBounty
9250 Corkscrew Rd. #9 Estero, FL 33928
Ph: (239) 206-3872 / rlabounty@resortgroupinc.com

PET REGISTRATION FORM

PET PHOTO: (Must include Photo)

Resident's Name (applicant: _____

Address: _____ Cell#: _____

Type of Pet: _____ Exact Present Weight: _____lbs

Age of Pet: _____ Approximate Weight at Full Grown: _____lbs

Pet Name: _____Breed: Color: _____

Veterinarian's Name: _____

Phone#: _____

I understand that any falsification of information or failure to register my pet may result in the denial of approval by the Board.

I further understand that I am fully responsible for the actions of my pet and have read the Rules and Regulations regarding the control of my pet.

I am/ am not *(CIRCLE ONE)* including a picture of my pet. If not, I understand that a photo of my pet needs to be registered with the Association.

_____

Signature of Owner(s) Please Print Name

_____ _____

Association Approval Association Disapproval

_____

Date

be subordinated to any lien filed by the Association whether before or after such lease was entered into.

In the event that an Owner is delinquent in the payment of his or her Assessments, the Association has the right to require such Owner's tenant, if any, by written notice to such tenant, to pay directly to the Association the rental fees ("Rent") due for such Lot. The Association shall then deduct the delinquent Assessments for the from the Rent and forward the balance of the Rent to the Owner. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all Owners hereby appoint the Association its agent for such purpose.

5. Removal of Sod and Shrubbery; Alteration of Drainage, Etc. Except for Declarant's acts and activities with regard to the development of Coco Bay, no Improvements (including, but not limited to, driveways, pools, and landscaping) and no sod, top soil, muck, trees or shrubbery shall be removed from Coco Bay and no change in the condition of the soil or the level of the land of any of the Coco Bay area shall be made which would result in any permanent change in the flow or drainage of storm water within Coco Bay without prior written consent of the Association and the ARB.

6. Addition of Landscaping; Alteration of Drainage, Etc. If an Owner installs additional landscaping to their Lot, the Owner is responsible for increased costs in the maintenance of the additional landscaping and the landscape maintenance company will bill the Owner directly for the additional maintenance and the Owner is responsible for payment of the increased maintenance directly to the landscape maintenance company. The installation of additional landscaping shall not result in any permanent change in the flow or drainage of storm water within Coco Bay without prior written consent of the ARB and the Association.

7. Antenna and Aerial. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all

federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible dishes or antennae may, but is not obligated, submit plans and specifications for same to the Association to ensure compliance with the Association's rules governing the types of permissible antennae and restrictions relating to safety, location and maintenance of antennae. This Section 7 shall not apply to Declarant.

Coco Bay Community Association, Inc.

C/O Resort Management, Attn: Rhonda LaBounty
9250 Corkscrew Rd #9 Estero, FL 33928
Ph: (239) 206-3872 / rlabounty@resortgroupinc.com

8. Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around his or her Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Coco Bay, including any Common Area or any property contiguous to Coco Bay. Garbage, trash, refuse or rubbish that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner, and any trash facilities must be removed on the collection day after the pick-up. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters and other trash collection facilities shall be approved by the Association. All containers, dumpsters or garbage facilities shall be stored inside the garage or screened from view on the Lot and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

9. Radio Transmission. No ham radios or radio transmission equipment shall be operated or permitted to be operated within Coco Bay without the prior written consent of the Association.

10. Signs. A Owner, other than Declarant, shall not display any sign, advertisement or notice of any type in Coco Bay except as may be previously and specifically approved in writing by the Association.

11. Animals and Pets. Only common household pets (i.e., dogs, cats, birds and fish) may be kept in any Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of Coco Bay. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall **be** kept tied outside a Home or on any lanai, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Association, if any, provided this statement shall not require the Association to designate any such area. A Owner shall immediately pick up and remove any solid animal waste deposited by his pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property. If a dog or any other animal becomes

obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

12. Clotheslines. No clothesline or clothes drying which is visible from outside a Lot shall be undertaken or permitted on any portion of Coco Bay.

13. Temporary Buildings, Etc. No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed within Coco Bay except in connection with construction, development, leasing or sales activities permitted under the Declaration or with the prior written consent of the Association No temporary structure may be used as a residence.

14. Lakes. Owners shall not be permitted to operate any watercraft upon lakes located within Coco Bay, if any. No docks shall be constructed within or adjacent to a lake, if any. Owners are prohibited from using the lakes, if any, for irrigation purposes. No swimming is permitted in the lakes, if any.

15. Garages. No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

1 Fences. No fence of any type is permitted to be erected on any Lot except for access control fencing on the North and East Borders.

17. Drainage or Utility Easements. No structures, trees or shrubs shall be placed on any drainage or utility easements, except by Declarant, without the prior written consent of the Association.

18. Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, without the prior written approval of the ARB as set forth in the Declaration, which approval may be withheld for purely aesthetic reasons.

1 Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

20. Mining, Drilling, or Excavation. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken on the Property. Activities of Declarant, or the Association in dredging, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of

wells or pumps for sprinkler systems as set forth in subparagraph 31 hereinbelow in compliance with applicable governmental requirements be deemed a Mining Activity.

21. Maintenance of Property. The Property and Improvements thereon shall be kept in a good, safe, clean, neat and attractive condition, and all Improvements thereon shall be maintained in a finished, painted and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said Property shall be permitted to grow to a height in excess of four inches (4") for improved property and ten inches (10") for unimproved property. Excepted from the foregoing shall be all construction debris, refuse, unsightly objects and waste upon any portion of the Property owned by Declarant or its nominee through the period of construction of Homes or other Improvements upon the Property. During construction of a Home or other Improvement upon any portion of the Property, the Owner thereof shall be required to maintain said property in a clean condition and, except for the initial construction of Homes by Declarant or its nominee, to provide receptacles for the disposal of trash and rubbish as well as other construction debris. All such construction debris, refuse, unsightly objects and waste on a portion of the Property must be removed within thirty (30) days after the completion of construction of the Improvement on such portion of the Property, as evidenced by issuance of a certificate of occupancy, if applicable.

Upon the failure of a Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such parry is responsible to maintain in accordance with the requirements of the Declaration and to the satisfaction of the Association and (ii) correct such deficiencies within ten (10) days of written notice by the Association, unless a longer period is authorized by the Association, the Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance. If any Owner(s) *fails* to *make* payment within fifteen (15) days after requested to do so by the Association, then the payment requested shall be collected as an Individual Expense Assessment from such Owner and the Association shall be entitled to lien rights upon such Lot requiring such maintenance in accordance with the provisions of the Declaration.

22. Subdivision and Partition. No Lot on the Property shall be subdivided.

23. Casualty Destruction to Improvements. In the event a Home(s) and/or other Improvement(s) upon a Lot(s) is damaged or destroyed by casualty, hazard or other loss then, within a reasonable period of time after such incident, the Owner(s) thereof shall either commence to rebuild or repair the damaged Home(s) or Improvement(s) upon obtaining ARB approval, if required hereunder, diligently continuing such rebuilding or repairing activities to completion or, upon a determination by the Owner(s) thereof that the Home(s) or Improvement(s) will not be repaired or replaced, promptly clear the damaged Home(s) or Improvement(s) and *grass* over and landscape such Lot(s) as applicable, in a sightly manner consistent with Declarant's plan for beautification of Coco Bay. Any damaged or destroyed Home(s) and other Improvements shall only be repaired or replaced with Home(s) and other Improvements of a similar size and type as those damaged or destroyed and without substantial alteration from what existed prior to the damage or destruction, unless the prior written approval of the ARB is obtained.

24. Common Area. Nothing shall be stored and/or constructed within or removed from any Common Area other than by Declarant, except with the prior written approval of the Association.

25. Lake Maintenance Easement. Any Improvement on a Lot which is placed within a Lake Maintenance Easement, if any, shall be removed, if required by Declarant or by the Association. The cost of such removal shall be paid by such Owner(s) as an Individual Expense Assessment.

26. Boats, Recreational Vehicles and Commercial Vehicles. No trailer, boat, truck, camper, or other vehicle, other than four-wheel passenger automobiles and other four-wheel passenger vehicles determined acceptable by the ARE, shall be permitted on any portion of Coco Bay unless fully enclosed in the garage, except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. Motorcycles are permitted on the property; however, they are restricted to being parked in the garage only. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in Coco Bay.

27. Vehicular Parking. No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in driveways or other specifically designated parking areas, if any, located on the Property. The foregoing, however, shall not: (i) apply to Owners who have construction in progress on their particular Lot; (ii) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; (iii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within Coco Bay until it can be towed away; and (iv) apply to vehicles used in connection with construction, development or sales activities permitted under the Declaration.

No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four-wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided, however, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs if necessary, in regard to vehicles used in connection with construction, sales or management at Coco Bay. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or his or her family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association or Declarant.

28. Window Decor. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted, except for periods not exceeding two (2) weeks after an Owner or a lessee first moves into a Home or when permanent window treatments are being cleaned or repaired.

29. Hurricane Shutters. Original issue galvanized panels shall be painted to conform to the color of the dwelling. No roll-down, accordion or other forms of upgraded hurricane shutters may be installed without the prior written consent of the Association, which consent may not be

unreasonably withheld. The Board will adopt hurricane shutter specifications ("Hurricane Standards") in accordance with Florida Statutes. The Hurricane Standards will be made available to a Home Owner within five (5) business days after the Board's receipt of a written request for such Hurricane Standards. If the installation of hurricane shutters is made which does not conform to the Hurricane Standards adopted by the Association, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed.

Hurricane shutters may be deployed (closed) during the hurricane season at the homeowner's discretion. Following hurricane season, shutters may be deployed on the rear and sides of the dwelling but not on the front of the dwelling.

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to the Declaration.

30. Landscaping, Lawn Decor, and Improvements. No Improvements of any kind including, without limitation, any building, shed, play structure, wall, topographical feature, mailbox, landscaping, lawn sculpture, fence, swimming pool, tennis court or screened enclosure shall be erected, placed or maintained, and no addition, alteration, modification or change to any such Improvement shall be made without the prior written approval of the ARB (as hereinafter defined), including, but not limited to, painting the Home in a color other than the color originally placed by Declarant on the painted surface.

31. Water Supply. No individual water supply system for drinking purposes or household use shall be permitted on any Lot, including for irrigation or sprinkler purposes.

32. Sewage Disposal. No individual sewage disposal system shall be permitted on the Property.

33. Lakefront Lots. Unless the written consent of the ARB, the Board, and Declarant is obtained and all necessary governmental approvals are obtained thereafter, (a) no boat house, dock, building, landing, mooring pile, pier or ramps for boats or aircraft shall be erected on or adjoining a lakefront Lot, if any; (b) no lakefront Lot shall be increased in size by filling in the water on which it abuts; (c) no boat canal or other waterways shall be dug or excavated into a lakefront Lot, if any; and (d) no slope of abutting lakefronts, if any, shall be altered in any manner whatsoever.

34. No garage sales shall be permitted on any Lot in Coco Bay. Notwithstanding the foregoing, each Subdivision may hold a garage sale with prior Board approval at the Association's Clubhouse on the same day of the year in which Kelly Greens Golf & Country Club holds its annual event. Said garage sale shall be held only during reasonable hours to be approved and established by the Board of Directors.

35. No gas-powered scooters (e.g., go peds) shall be permitted on any Lot or any other area in Coca Bay.

Coco Bay Community Association, Inc.

C/O Resort Management, Attn: Rhonda LaBounty
9250 Corkscrew Rd #9 Estero, FL 33928
Ph: (239) 206-3872 / rlabounty@resortgroupinc.com

36. Compliance with Governing Documents. Each Owner and their family members, guests, invitees, and lessees and their family members, guests and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Coco Bay. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Common Area rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as an Individual Expense Assessment.

37. No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant, the Association, or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

38. Certain Rights of Declarant The provisions, restrictions, terms and conditions of these Use Restrictions shall not apply to Declarant as a Owner.

39. Board's Rule-Making Power. The foregoing Use Restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the *use* of Coco Bay as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of Coco Bay without discriminating on the basis of whether a Home is occupied by an Owner or his or her lessee; and (iii) for so long as Declarant holds any Homes within Coco Bay for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

I have read the Use Restrictions for Coco Bay:

Signature of Applicant: _____

Date signed: _____

Coco Bay Community Association, Inc.

C/O Resort Management, Attn: Rhonda LaBounty
9250 Corkscrew Rd #9 Estero, FL 33928
Ph: (239) 206-3872 / rlabounty@resortgroupinc.com

Coco Bay Community Association
Gate Access Information

Gate Access is administered by Kelly Greens Golf & Country Club.
Coco Bay has no control over gate access.

Kelly Greens Executive Office Phone: (239) 466-9570, Ext. 2.
Email: info@kellygreens.com

Kelly Greens Golf & Country Club
12300 Kelly Greens Blvd.
Fort Myers, FL 33908

Transponders will be installed on the following days:

Tuesday 8:30am - 9:30am

Please call the Kelly Greens Executive Office at 239-466-9570 Ext. 2 to schedule an appointment. You still must register your vehicles in Dwelling Live before arriving to have your transponder installed. You must have your vehicle registration and driver's license with you when you arrive. If your vehicle is not registered, we will not be able to install your transponder. For an installation of transponder please come to the Executive Office.

Reminder:
Mobile transponder units will **NOT** be issued for bicycle riders or pedestrian use. After having the new gate arms installed it was decided that bicyclists and walkers using the gates is a safety issue. Bicyclists and walkers will be required to use the pedestrian gates located at every entrance. Keys are available for purchase in the Kelly Greens Executive Office for $10.00. The office is open Monday-Friday 8am-5pm. If you already have a pedestrian gate key it will still work, no need for a new one. Those riding bicycles please do not follow a vehicle through the gates as the arm comes down quickly after each vehicle.

Please understand this is for your safety.

As a reminder, please make sure your visitors and vendors are aware of our new gating system and that they must use the main entrance off of Summerlin Road to gain access into the community. Remember to register your guests and vendors in Dwelling Live to ensure they are granted access when they arrive. Also, the new arms only allow **ONE** vehicle at a time. We have had numerous vehicles trying to tailgate through the gates and hitting the barrier arms. Those who damage or break the gate arm will be charged to have it repaired or replaced.

Rental Cars If you rent a car while at Kelly Greens you must bring a copy of your rental car agreement to the Executive Office and we will issue you a transponder for that vehicle. Thank you for your cooperation.

Kelly Greens Golf & Country Club