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CERTIFICATE OF AMENDMENT TO THE
RULES AND REGULATIONS FOR CALUSA POINT

WE HEREBY CERTIFY THAT the attached amendment to the Rules and Regulations for Calusa Point, as described in Official Records Book 10922, Page 2921, as amended by Amendments recorded in Official Records Book 11346, Page 1865; Official Records Book 14441, Page 2543; Official Records Book 17811, Page 3347; Official Records Book 20240, Page 2174; Official Records Book 29347, Page 2557; and Official Records Book 31095, Page 4343, all of the Public Records of Miami-Dade County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 10 day of August, 2022, at Miami, Miami-Dade County, Florida.

By: _____

Sergio Lazo, President

Attest: _____

Brian Snyder, Secretary

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

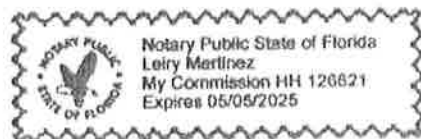
The forgoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization this 10 day of August, 2022 by Sergio Lazo, as President, and Brian Snyder, as Secretary, of Calusa Point Association, Inc., a Florida corporation, on behalf of the corporation, who [X] is/are personally known to me or [☐] has/have produced a driver's license as identification.

Notary Public -- State of Florida

Printed Name: Leiry Martinez

Commission Expires: 05/05/25

(Seal)



RULES AND REGULATIONS

FOR

CALUSA POINT

ASSOCIATION, INC.

RULES & REGULATIONS

DOCUMENTATION

The Rules and Regulations of Calusa Point Association, Inc. are based on and rely upon the following documents:

- a) The Homeowners Association Act of the State of Florida, Florida Statute Chapter 720, Other Statutes of the State of Florida, as amended from time to time.
- b) The Declaration of Restrictions and Protective Covenants for Calusa Point as amended from time to time.
- c) The By-Laws of Calusa Point Association, Inc. as amended from time to time.
- d) Articles of Incorporation of Calusa Point Association, Inc. as amended from time to time.
- e) City and or County Laws and Ordinances, as amended from time to time.

COMPLIANCE

All homeowners, their tenants, families, guests, invitees, employees and any other persons who may in any manner use the property or the grounds shall be bound by and shall comply strictly with the provisions of the Declaration, the By-Laws, and the Rules and Regulations as set forth hereinafter, and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time. Failure to comply with any of the aforementioned documents, shall be grounds for assessment of penalties of \$100.00 per day up to \$1,000.00 per infraction and for an action to recover sums due for negligence or damage or for injunctive relief by the Association, or in a proper case, by an aggrieved homeowner, or any combination thereof.

COMPLAINTS AND NOTICES

Complaints regarding the Management of the Association and grounds or regarding actions of other owners shall be made in writing to Management. In the event of a complaint filed against a homeowner, our Management Company will notify the homeowner, against whom the complaint has been filed, requesting said homeowner to correct the situation. If the homeowner fails to comply, the Management Company will notify the offending homeowner to appear before members of the fining committee. Decisions may be appealed by either party to the committee, which in turn will be presented to the Board of Directors of the Association. The decision of the Board of Directors shall be final and binding upon all parties

EXPENSE OF ENFORCEMENT

Every homeowner shall pay to the Association promptly on demand all fines, penalties, costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments against such Lot thereof for enforcing any provisions of the Act, the Declaration, the By-Laws or the Rules and Regulations against such owner or any occupant of the property.

REVOCABILITY OF APPROVAL

Any consent or approval given under these rules and regulations by the Association shall be revocable by the Board of Directors.

AMENDMENTS

These Rules and Regulations may be modified, added to, amended or repealed at any time by the Board of Directors in writing to owners.

SALE, LEASE AND OCCUPANCY

- Any individual wishing to lease or purchase a home must complete the application, interview and orientation process prior to taking occupancy of the property.
- Management will provide the proper form and instructions as to screening procedures. Copies of the following documents are required: Lease/ Purchase contract, Driver's License, Social Security, Vehicle Registration, Insurances and Paystub.
- All out of state owners must provide Management and or Board of Directors a Limited Power of Attorney (provided by the Association upon request) along with their applications assigning an authorized local representative.
- UNDER NO CIRCUMSTANCES WILL A NEW OWNER OR TENANT MOVE INTO A LOT PRIOR TO BOARD APPROVAL. Approval letter will be issued at time of screening interview with the Board or Management and must be presented at the guard house.
- Homes shall not be occupied or used for storage by the applicant or their personal property without the prior written Certificate of Approval being issued by the Association.
- Association may also charge a reasonable fee of no more than One Hundred and fifty (\$150.00) dollars per person, or the maximum allowed by Florida Law, to offset the costs of a background check on an applicant
- Any individual or guest of a homeowner or tenant who stays in a Lot for more than 30 days must be screened.
- No transient tenants may be accommodated in a home.
- Maximum occupancy in any home is limited to two (2) persons per bedroom.
- The Board shall have up to Thirty (30) days to make a decision on a prospective owner or tenant.
- Occupants not listed at the time of application will be considered "unapproved" and subject to immediate removal and eviction of such. All person age 18 and over must register as required above, all children must be listed as occupants in the application.
- Moving Hours are: Monday thru Saturday from 7 AM – 9 PM excluding Sundays and Legal Holidays. No overnight parking of moving trucks or vans shall be allowed.
- Homes may be leased, licensed or occupied only in the entirety and no fraction or portion may be rented.
- Individual rooms of a home may not be leased on any basis.
- All leases or occupancy agreements shall be in writing and a copy must be provided to the Association.
- All leases must be approved by Association and shall provide that the association has the right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document, or instrument governing Calusa Point Association, Inc. or administered by Association. Owners are responsible for providing their tenants with copies of all such documents or instruments at such Owner's sole cost and expense. Leasing of Homes shall also be subject to the documents or instruments at such Owner's sole cost and expense.
- Leasing of Homes shall also be subject to the prior written approval of Association. No Homes may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term.
- No lease term shall be less than one (1) year.
- No subleasing or assignment of lease rights by the tenant is permitted.
- Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner.
- Additionally, as a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property.

REAL ESTATE TRANSACTIONS

- Listing or cooperating agents must be present with client when showing a property and conducting any business or real estate transaction in the property.
- "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than twelve inches (12") by twelve inches (12"). Said signs must be posted within the property boundaries and may not encroach upon the common elements, including sidewalk (ie. Outside front patio wall not allowed).
- Real estate's showing hours shall be held daily from 9 A.M. to 9 P.M.

GENERAL OCCUPANCY

- Each Home, the Common Areas and any portion of Calusa Point shall not be used in any manner contrary to the Association Documents.
- Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants, and invitees.
- Except for sale and resale, no commercial or business activity shall be conducted in any home within Calusa Point. No owner may actively engage in any solicitation for commercial purpose and no solicitors of commercial nature shall be permitted within Calusa Point without prior written consent from the Association. No garage sale permitted.
- No cooking shall be permitted, nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The Association has the right to prohibit or restrict the use of grills or barbecue facilities throughout Calusa Point.
- In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants, and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Association shall not have any responsibility of any nature relating to any unoccupied Home.
- No fuel storage shall be permitted within Calusa Point.
- No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Calusa Point is permitted.
- No firearms shall be discharged within Calusa Point. Nothing shall be done or kept within the Common Areas, or any other portion of Calusa Point, including a Home, which will increase the rate of insurance to be paid by Association.
- No illegal or immoral activities allowed anywhere on the property.

COMMON AREAS

- The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner. This provision includes leaving furniture, boxes or trash bags outside of the Lot and any other place that is not the trash containers on authorized pick-up days.
- All personal Property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, may be stored or placed on, nor any use made of, the Common Areas, outside the Homes, or any other portion of Calusa Point, which is unsightly, or which interferes with the comfort and convenience of others. This provision includes placing pots outside the boundaries of the front patio wall, which is prohibited or storing tiles on the side or rear of the home.
- No shopping carts are allowed inside the community.

- It is forbidden for any resident to walk in the common areas in bathing attire or inappropriate attire or barefoot.
- Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his/her Home. The Association shall not be responsible for any use of the facilities by anyone, including minors. Children age twelve (12) and under shall be accompanied by an adult at all times.
- Metro Dade Ordinance 021-28 - Owners and occupants are requested to observe the following quiet hours during the following periods: 11:00 P.M. to 7:00 A.M. the next day. During the quiet hours, there shall be no noise audible outside Lots.
- All occupants shall exercise extreme care about making noise or in the use of musical instruments, radios, televisions, amplifiers, house parties or arguments that may disturb other occupants at all times.
- Reunions, drinking alcohol, excessive noise, loud talking, slamming of doors, racing of engines and the use of horns may result in fines as defined in Metro Dade Ordinance.
- No parties in the common areas unless prior authorization is obtained from Management and release and hold harmless signed to the Association. This provision further prohibits the placement of bounce houses or trampolines in the common areas.
- Playing, riding bikes, practicing sports, and any other recreational activities shall not be done in common areas, except in the designated amenities for that purpose, subject to the posted rules and provisions herein.
- No climbing of fences or walls at any time. If you need access to the amenities, please contact management to purchase a key.
- Subject to the provision of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shake hung or exposed so as to be visible outside the Home, Lot. Clotheslines may be installed in the rear yard of the Home so long as not visible from the outside (below patio wall level and only on rear patio)
- Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.
- The expenses of any maintenance, repair, or construction of any portion of the common areas necessitated by the negligent or willful acts of an owner or person utilizing the common Areas, through or under an Owner, shall be borne solely by such Owner, and the Lot owned by that owner shall be subject to an Individual Assessment for that expense.
- Recreational smoking is not permitted on any of the common areas of the Association.

ALLOWABLE ACTIVITY HOURS

- Real Estate Showings: 9:00 AM to 9:00 PM – Daily must be accompanied by Agent listed in system
- Moving Hours: 7:00 AM to 9:00 PM – Monday through Saturday ONLY. No Sundays, No Legal Holidays, No overnight parking of moving vans or trucks.
- Construction & Upgrades: 7:00 AM to 7:00 PM – Monday through Saturday. No Sundays, Legal Holidays or overnight parking. Residents must cover/remove all signs, ladders & commercial equipment by said time.
- Food and Flower Delivery: Allowed any day and any time – Must call resident for access
- USPS, FedEx, UPS, DHL, Laser Ship, Amazon: Allowed any day and any time. Permanently marked vehicles will be provided unrestricted access into the property for delivery. Unmarked vehicle & those with magnets must call resident for access into the property.
- Transportation Shuttles (Super Shuttle, Uber, Lyft): Allowed access into the community any day and any time for drop off and pick up. No overnight parking of any shuttle or commercial vehicle. Resident must grant access to the driver or be present in vehicle to provide access to driver.

- Emergency Service Calls (including ambulance, medical supply delivery, plumbing and air conditioner contractors): Allowed anytime as long as it is emergency, otherwise these must come during hours of construction which are: Mon to Sat 7:00 AM to 7:00 PM
- Comcast / AT&T / Dish / DirecTV: 9:00 AM to 7:00 PM – Monday through Saturday 12:00 PM to 5:00 PM – Sundays - NO INSTALLATIONS ON SUNDAYS OR LEGAL HOLIDAYS
- All Other Commercial Vehicles: Only allowed during periods of construction or moves. These may not be parked overnight. No Sundays or Holidays
- Legal Holidays: New Year's Day, Memorial Day, Veterans Day, Martin Luther King Jr., Independence Day, Thanksgiving Day, Washington's Birthday, Labor Day, Christmas Day, Easter, Columbus Day.
- Pool Hours: Sunrise to Sunset
- Playground Hours: Sunrise to Sunset
- Tennis and Racquetball Courts: Sunrise to Sunset
- Quiet Hours: 11 PM to 7 AM

ANIMALS & PETS

- Pets: Are defined as: Cats, Dogs, Birds and Tropical Fish.
- Restrictions: Although there is no weight restriction, there is a limit of two (2) pets per Lot.
- Restricted Areas: Pets shall not be permitted in the pool, cabana, tennis or racquetball courts, or playground. Pets shall not be maintained on front patios, unless accompanied by the Owner.
- Feeding: Feeding of stray animals is strictly prohibited anywhere on the property, including common areas, rear or front porch.
- Livestock, Poultry or Exotic Animals: No livestock poultry or exotic animals shall be permitted anywhere on the property at any time.
- Laws/Ordinances: Residents who own pets are required to comply with ALL applicable Rules and Regulations and Miami-Dade County ordinances relevant to pets/ animals including the following:
- Dog License: License tags are required for all dogs. Dog license tags must be renewed annually by the anniversary of the dog's most recent rabies vaccination.
- Animal Cruelty Law: Animal cruelty is defined as harming or hurting an animal including depriving an animal of food, water, shelter or veterinary care.
- Dangerous Dog: Within 14 days after a dog has been designated as dangerous, the responsible party shall obtain a registration for the dog from Animal Services and the dog must be removed from the property. A dangerous animal is defined as one who attacks a person or animal. The Association may prohibit breeds of dogs that the board considers dangerous at its sole discretion.
- Cat License Law: Cat registration is voluntary and is not required, However the Calusa Point Rules and Regulations restricts the feeding of stray cats. Cats are also limited to pet restrictions which is 2 per home.
- Leash Law (Roaming animals): When an animal is on common area, it must be leashed at all times. Animals are not permitted to roam free off private property or on common areas. Any animal which is seen roaming on Calusa Point property is in violation of the provisions of this section shall be considered abandoned and will be reported to and removed by the appropriate authorities.
- Loud Pets: Are defined as any animal which causes frequent, habitual or long continued noise which is plainly audible at a distance of 100 feet at any time of the day. These pets are not allowed and must be either be brought inside the home or removed from the Calusa Point.
- Pit Bull Law: Pit Bulls are banned in Miami-Dade County. This breed shall be strictly prohibited.
- Pooper Scooper Law: If they poop it you must scoop it! Please use our convenient dog bags and waste basket stations located thought out the property. Please be considerate of your neighbors and our community kids and do not leave poop on grass and common areas.

- *Prohibited Breeding or Raising of Animals*: Restrictions are in place concerning owning or breeding animals in a Residential District and are enforced by the Neighborhood Regulations Division. No animal of any kind shall be raised, bred or kept within any Calusa Point for commercial purpose.
- *Rabies Law*: All dogs, cats and ferrets older than four months old must be vaccinated against rabies, and every 12 months after.
- *Tethering Law*: Leaving a dog unattended, tethered (as in tying a leash to an anchor, tree or fence) is considered a form of animal abuse. No tethering shall be allowed on the exterior of the home or common areas.
- *Violations and Enforcement*: Violators of the above will be fined at the Owners Expense. Furthermore, any animal who is considered a repeat offender (excluding dangerous animals which shall be removed immediately), will be requested to be removed from the property. Furthermore, the Association shall have the right, but not the obligation to call upon Miami Dade County Animal Services for enforcement. In the event the property is rented, the tenant will be removed and lease canceled at the Owner's expense.
- *Hold Harmless*: Residents who keep a pet in their Lot shall hold the Association harmless against any and all claims, debts, demands, obligations, cost and expenses which may be sustained or asserted against the Association and / or its Board of Directors, because of any such acts their pet may commit in or about the condominium property.

TRANSPONDERS, VEHICLES, PARKING & DRIVEWAYS

Transponders

- Transponders are mandatory for registered / approved residents of the Association.
- Transponders will be sold for \$25.00 each payable by check to: Calusa Point Association, Inc.
- In order to obtain transponders, residents must provide the following documents: Driver's License, Vehicle Registration, and Vehicle Insurance with the Calusa Point address listed on them.
- Vehicles must be taken in person to the Management office so that they may apply the transponder directly onto the vehicle windshield. Transponders will deactivate automatically if peeled or removed.
- There will be a maximum of four (4) transponders provided per Lot at any time. A transponder will be issued subject to the following limitations: Per vehicle, so long as there is a corresponding licensed driver who is approved as an occupant of the home. i.e. Two (2) licensed drivers approved as occupants, with two (2) vehicles will be issued two (2) transponders.
- A transponder does not guarantee a parking space within the Association. Each home has two assigned spaces on the driveway, additional vehicles may park in the visitors parking spaces so long they are moved every 24 hours as required.

Vehicles and Parking

- The Association may issue visitor passes for vehicles staying overnight which must be displayed on the windshield. Visitors who excessively use visitor spaces are subject to fines and/or tow for failure to register with the Association as described above.
- Vehicles shall be parked in the garage or driveway, if provided, and shall not block any roadway (immediate tow) or sidewalks.
- No vehicle of any nature shall be park on any portion of Calusa Point common areas except on the surfaced parking area thereof. No parking on grass at any time.
- No vehicles may be double parked (behind the Lot's assigned spaces), or park on the roadway
- No vehicle shall remain parked on any guest-parking slot for longer than 24 hours.
- Personal street vans, personal trucks of one-ton capacity or smaller and personal vehicles that can be appropriately parked within the driveway of a home (not blocking the street or sidewalk) may be parked

in Calusa Point so long as they are not considered commercial vehicles (logos, signs, racks or ladders are not allowed).

- No repairs or maintenance, except emergency repairs (such as flat tire, water or fluid, or jump start), of vehicles shall be made within Calusa Point, except inside the garage of a home (if provided).
- No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted on common areas or visitor parking. Covers are only allowed for vehicles in reserved parking spaces and they must be in good condition.
- No vehicles may park in front of the mailboxes for mail pick up. Violators will be towed immediately.
- No vehicle may park at the emergency turnaround spaces located at the end of each cul-de-sac.

Prohibited Vehicles

- No boats, jet skis, trailers, recreational vehicles, camper or similar may enter the community.
- No vehicles used in business for the purpose of transporting goods, or any trucks or vans which are larger than three-quarter ton shall be park in Calusa Point except during the period of allowed delivery or construction.
- No commercial vehicles or those displaying advertising or commercial equipment such as racks or ladders shall be parked within the community beyond hours of construction (7 P.M.)
- No vehicles with expired registration, expired license plate, or flat tire(s) may be kept within public view anywhere within the community.
- ATVs, and other similar motorized vehicles, are not to be used in the community.
- No vehicle which cannot operate on its own power, in state of repair, poses a nuisance to the community, poses a threat to the safety of the residents, and which detracts from the aesthetics of the community shall remain for longer than 24 hours, except inside the garage of a home (if provided). Vehicle will be issued an immediate warning and towed after 24 hours (except in the event of a safety hazard, which shall be immediately towed).
- Utility, law enforcement or clean “non-working” vehicles shall not be deemed as commercial vehicles if they are used by the owner on a daily basis for normal transportation.
- Violators of any of the vehicle and / or parking provisions are subject to being towed at the vehicle owner’s expense.

Driveway Repairs

- Each owner shall be responsible to timely repair, maintain and/or replace the driveway that comprises a part of a home abutting the front lot, for damages caused to the pavement due to negligence, including leaking oil, antifreeze or other substance.
- Each owner agrees reimburse the association any expenses incurred in repairing any damage to such driveway in the event that such owner fails to make the required repairs, together with the highest interest rate allowed by law.

Roadways

Please use caution while transiting the roads of the Calusa Point . We ask that you be mindful and alert of the posted speed limit of 15 mph and watch out for pedestrians (specially on the perimeter road where there are no sidewalks).

Towing

All vehicles found in violation of the parking rules and regulations are subject to being towed at the vehicle owners expense without further warning.

REFUSE/TRASH

- Common area property shall be kept free and clear of rubbish, debris, and other unsightly materials.
- All trash must be placed inside bags and deposited inside the provided Miami-Dade Trash and Recycle containers. No trash or items may be left outside the containers or abandoned in front of homes or through the property.
- No outside burning of trash or garbage is permitted.
- All Containers must have the house number clearly displayed with black lettering on the lid.
- Trash and recycle containers are permitted in the front of homes or authorized pick-up zones **ONLY** after 6:00 P.M. on the day prior to the scheduled trash removal. Trash and recycle containers may NOT be stored in the front or sides of homes if visible from the street.
- Trash containers must be stored away the same day trash removal took place.
- Any removal of bulky trash items not removed by the weekly trash collector must be scheduled with Miami-Dade County by calling 311. Homeowners may not put out the items in front of home until a pick up is requested. The confirmation number must be provided to Management. You are entitled to 2 free pick-ups per year, up to 50 yards of trash each. Item must be placed only in the homes driveway for a maximum of 10 days. Under no circumstance may be placed on the grass, street or any common area.
- Currently trash days are on Tuesday and Friday except Federal holidays.

RECREATIONAL FACILITIES (POOL)

- Hours: Sunrise to Sunset
- All posted rules and regulations in the area are to be strictly observed.
- No use of tobacco products including cigarettes and e-cigarettes is permitted.
- Recreational smoking is not permitted in any of the common areas of the community.
- Only 4 guests per Lot are permitted. The pool may not be reserved for private events.
- The climbing of fences, gates or squeezing in through the security bars is prohibited.
- Children twelve (12) and under are not permitted to use the facilities unless they are accompanied by an adult (a person at least 18 years of age). Those who cannot swim should be protected by wearing life-saving devices while utilizing the pool.
- All bathers must shower before entering the pool.
- No surfboard or floats are permitted in the pool or pool area.
- No running, shoving, excessive noise, playing ball or horseplay in the pool or pool area.
- Food is permitted in the pool area however not inside the pool.
- Beverages are permitted in the pool only in unbreakable plastic containers. No glass / metal containers allowed.
- No alcohol is permitted at any time while using the recreational facilities.
- Only bathing attire is allowed in the pool. No diapers or training pants permitted in the pool.
- Life preservers are for emergency use only and are not to be removed from the pool area.
- Pets are not permitted in any of the recreational facilities including the pool area.
- Bikes, skates, skateboards, roller blades, scooters and other toys are not permitted in the pool area.
- Motorcycles or other motor vehicles are not permitted in the recreational facilities.
- The swimming pool and pool area is to be used solely for residents and their invited guests. Those who swim in the pool and utilize the other recreational facilities, shall do so at their own risk, and the Association shall not be liable for any personal injury, loss of life, property loss or damages in any way caused or arising from the use of the recreational facilities. There is no lifeguard on duty.

- All persons shall comply with the requests of the Security, Management and Members of the Board respecting matters of personal conduct at or around the pool and recreational area. Security, Management and the Board of Directors are authorized to remove from the pool area any violators of these rules at any time.

RECREATIONAL FACILITIES (PLAYGROUND)

- Hours: dawn to dusk
- Proper footwear is required. No bare feet.
- No glass or alcoholic beverages permitted.
- Improper use of equipment is prohibited.
- All children age twelve (12) and under must be supervised by an adult at all times.
- Playing shall be down at the residents own risk.
- No use of tobacco products including cigarettes and e-cigarettes is permitted.
- Recreational smoking is not permitted in any of the common areas of the community.

RECREATIONAL FACILITIES (TENNIS AND RACQUETBALL COURTS)

- Hours: dawn to dusk
- Tennis courts are reserved for residents. Only two (2) guest per Lot. Unaccompanied guest will be required to leave the premises.
- Proper tennis shoes or rubber sole shoes shall be worn while in the court surface
- No food, gum or glass containers allowed
- No activity, other than the designated purpose, allowed within the courts: No bicycle, skates, skateboard, pets, etc.
- Residents must be present at all times when their guests are using the courts
- Time limit: 1 hour for single players – 1.5 hours for double players
- Only players allowed inside the courts; companions and others must wait outside
- All children age twelve (12) and under must be supervised by an adult at all times.
- No business activity shall be conducted in the amenities (tennis classes)
- Playing shall be done at the residents own risk.
- Gate must be locked for tennis courts when leaving
- No use of tobacco products including cigarettes and e-cigarettes is permitted.
- Recreational smoking is not permitted in any of the common areas of the community.

ASSOCIATION EMPLOYEES / CONTRACTORS

- No homeowner or resident shall attempt to assert any control, interfere, direct, supervise or in any manner attempt to assert control over the employee(s) and or contractor(s) of the Association.
- Employee(s) / contractor(s) of the Association are not to be utilized for personal errands.
- Employee(s) / contractor(s) of the Association shall not be sent out of the Association by any resident at any time for any purpose.
- The Board of Directors shall be solely responsible for directing and supervising association personnel, except to the extent such responsibility may be delegated to the Association's manager.

REQUIREMENT TO MAINTAIN INSURANCE

- Each Owner shall be required to obtain and maintain adequate insurance of his or her Lot including property casualty, windstorm and liability. Such insurance shall be sufficient for necessary repair or reconstruction work, and related costs and shall cover the costs to demolish a damaged Lot as applicable,

remove the debris, and resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board or Management with evidence of insurance coverage on Lot, with Calusa Point Association, Inc. listed as an 'additional insured', which complies, with the provisions of this Section. Without limiting any other provision, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

- Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement including, with or without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, Easement Areas, or in a public right-of-way between the boundary of such Lots and the edge of the adjacent paved roadway.

CONSTRUCTION OF IMPROVEMENTS

- All exterior modifications or improvements (including landscaping) require written approval by the Board of Directors which may be obtained by completing ACC (Architectural Control Committee) application and submitting all requirements at least fifteen (15) business days prior to the planned commencement of any work.
- If any work commences prior to an approval being issued, the owner may be fined \$100.00 per day until they cease the work and come into compliance with the request.
- All installations, alterations and modifications shall be of professional design, quality and materials.
- The ACC reserves the right to request additional information and request modifications to the original plan after approval.
- Any approval granted by the ACC is subject and contingent upon obtaining the necessary approval / permits required from any City and/or County Building and or Zoning Departments, as may be required in accordance with the local codes, laws and ordinances, prior to the commencement of work. It is the Owners responsibility to provide said information to the Association to validate the Architectural request.
- Access to areas of construction are to be made exclusively through the individual Lot entrance. Any construction or modification that requires a contractor to drive over any unpaved area, will require a \$500 deposit. Said deposit will be returned upon completion of the work, once the Association inspects and confirms that the curbing, grass and sprinklers were not damaged.
- Upon completion of the work and closing of the permit, the owner must contact the ACC for final inspection.
- The owner shall be ultimately responsible for any damages incurred to common property, other property and personal injury as a result of the modification as well as any additional maintenance cost that may be incurred as a result of the modification, improvement, violation of the rules and regulations and / or negligence on his behalf and / or his contractors, vendors.
- In the event of an accident, the Association will hold the owner personally liable for any and all claims, injuries and defense cost.
- During construction of any permitted Improvements on a Lot, the Lot and all other portions of the Property shall be kept clean, neat and orderly condition at all times. Any debris, trash or mud resulting from the construction shall be promptly removed or remedied, as appropriate, from the home, lot and common areas.
- Repairs, replacements and modifications shall be done only during the authorized hours of construction.

PROPERTY

- The exterior appearance of homes, may not be altered in any way (i.e.: window tinting, security door, fountains, shutters, satellite dishes, exterior landscape, etc.) without prior notification and consent of the ACC and as described herein.
- Homeowners are responsible for maintaining the exterior of their dwellings and any other structures (*example: fence, wood gates, trellis, wood trim, roofs, windows, doors, awnings, patios, etc.*) on their Lots. Conditions including but not limited to the following will be considered a violation of Calusa Point Association, Inc. Rules and Regulations.

- ✓ Dirty, moldy, stained walls, fences, driveways.
- ✓ Rusted iron bars.
- ✓ Dirty or broken windows.
- ✓ Dirty or broken fences.
- ✓ Dented, bent, sagging, missing, or unattached gutters.
- ✓ Broken items or items with missing parts (*i.e.: exterior lighting missing, railings, different house numbers, broken or missing screens, rotten wood on outside wall, etc.*).
- ✓ Deteriorated materials, structural items, and more.

- All homes shall be free of mildew, dirt, markings and shall be pressured clean regularly or as required.
- Stucco repairs must be made in a professional manner as to not be patched or visible once painted. Once repair is completed it must be painted immediately with the approved color.
- Paint touch up shall only be allowed if the difference in color is not clearly visible.

Garages

- No owner shall cause any garage on his Lot to be permanently enclosed, converted, or otherwise remodeled to allow for occupancy of any occupants of the Lot, without first obtaining necessary governmental approval(s), as well as prior written approval by the Board.
- Garage doors are to be maintained closed at all times except when a vehicle is entering or leaving.

Holiday Decorations

- Holiday decorations may be installed up to two weeks (14 days) prior to the holiday, and must be removed within two weeks (14 days) from when it ends. (i.e. For Christmas – Install after Thanksgiving and remove by January 21st).
- The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

Hurricane Shutters

- Any hurricane shutters or other protective devices visible from outside a Lot shall be of a type as approve in writing by the ACC. Approvals will be automatically denied for the removal of Bahama shutters or front facing windows as hurricane protective devices shall be installed around same, to preserve the community aesthetics. Any approval granted by the ACC shall not be deemed an endorsement of the effectiveness or hurricane shutters. All installations require Miami Dade Permit.
- Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of the hurricane watch or warning or as the Board may determine otherwise.
- Residents who will be out of town for an extended period of time during hurricane season, may request permission to the ACC to close the shutters until they return. Please note that you will be required to provide proof of departure.

Pools and Spas

- No aboveground or in-ground pools shall be permitted inside any Lot.
- Spas may be installed in rear patios, which shall be adequately maintained and chlorinated (or cleaned with similar treatment) by the Owner.
- Chlorinated water, detergent or other chemicals, may be dumped or disposed into the common areas including run-off into lawn.

Satellite Dishes and Antennas

- No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment may be installed or permitted on a Lot without ACC approval.
- If approved, the device may not interfere with the television or radio reception of another Lot.
- Satellite antennas or dishes may only be affixed on the rear of the Lot, and cannot be placed on the outside wall or visible from the front streets.
- Each Owner agrees that the location of such items must be first approved by the ACC in order to address the welfare of the residents of Calusa Point. No Owner shall operate any equipment or device, which will interfere with the radio or television reception of others.
- Wires may not be exposed or hanging on the outside of the home.
- All antennas not permitted by the Federal Communications Commission ("FCC") Rules are prohibited. Installation, Maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

Signs and Flags

- No signs, flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sport equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Calusa Point that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by the Declaration and without the prior written approval thereof by governmental agencies, if necessary (e.g., permit boards); provide, however, signs required by governmental agencies and approved by the ACC may be displayed.
- No sign may be placed in the window of a Home including political campaigns, church signs, etc.
- No in-ground flagpoles shall be permitted within Calusa Point, unless written approval of the ACC is obtained.
- Notwithstanding the foregoing, (i) flags that are no larger than twenty-four inches (24") by thirty-six inches (36") in size, attached to a Home and displayed for the purpose of a holiday; and (ii) United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, shall be permitted without ACC approval.
- Notwithstanding anything to the contrary, house numbers are excluded from this section herein, and may be placed on the outside wall, as originally installed by the developer. Numbering must conform to the architectural guidelines established including the type, size and color. No modification or alteration to the numbers may be done, without prior ACC approval.
- Notwithstanding anything to the contrary, real-estate signs will be allowed without prior ACC approval, so long they meet the criteria under the "Real Estate Transactions" herein.

Sports Equipment

- No recreational, playground or sports equipment (backboards, skateboard ramps, hoops or other equipment /structures) shall be installed or placed within or about any portion of Calusa Point, except for the rear patio of the Lot. In addition, if placed in the rear patio of the Lot, said equipment may not be affixed or attached to the Lot and / or may be seen from the outside.
- Tree houses or platforms of a similar nature shall not be constructed on any part of a Home or Common area.

Storage

- No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted, and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of the Declaration.
- Water softeners, trash containers, propane tanks, and other similar devices shall be properly hidden from the street in a manner approved by the ACC.
- No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Calusa Point or within any Home or Lot, except those, which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.
- PODS and other similar portable devices for storage will be permitted for moves and renovations with prior ACC approval. Said device must be placed on the Lot's assigned parking space and must be removed within 7 days from placement.
- Owners who wish to use the rear outside space as storage (original space where the air conditioner condenser unit was installed by the developer), must apply for ACC approval to install a wood gate (to match the rear and front patio design, color and community aesthetics). Said gate shall cover all items placed in the area.

Windows, Fences and Screens

- No walls or fences shall be erected or installed without prior written consent of ACC. No fence type of fence shall be allowed in front and rear patio fence except for dog ear wood (4ft front or 6 ft rear) or dura-fence in bronze finish.
- Each owner shall be responsible for maintaining any fencing within his or her lot to conform to the community standards and aesthetics per ACC guidelines.
- All screening and screened enclosures shall require the prior written approval of the ACC and shall be constructed utilizing bronze aluminum. Screening shall be charcoal in color. No privacy screens allowed.
- All enclosures of rear patios, including, but without limitation, shall require the prior written approval of the ACC. No front patio enclosure will be allowed.
- Window treatments shall consist of drapery, curtains, blinds, rollers, verticals, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted.
- No security bars shall be placed on the windows of any Home without prior written approval of the ACC.
- No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.
- No window or wall air conditioning unit may be installed in any window or wall of a Home.

Miscellaneous

- Nothing shall be attached, affixed, displayed, placed or hung from the exterior of the home including but not limited to the walls, entrance doors, garage door, windows, patio or any exterior portion of the home including but not limited to security bars, awnings, carports, sheds, and signs, birdbaths, figurines, statutes, sculptures, without having prior written ACC approval.
- The Board shall have the power to mandate the immediate removal of any non-conforming items / product(s).
- No awnings, canopies, screen enclosures, shutters, trellises or other structure shall be affixed, exposed or placed on the exterior of a Home (including inside front and rear yards) without the prior written approval of the ACC. All request for these items must conform to the Architectural standards set forth. It is the responsibility of the owner to maintain in an attractive and neat manner all modifications to his/her home. Any item that is damages, painted improperly, faded, cut, torn, rotten or with missing parts or items, must be promptly repaired or removed (as may be applicable according to standards).
- Security alarms shall be registered with the police department annually. Any false alarm triggered shall be turned off within a reasonable period of time (no more than 15 minutes).
- Under no circumstances shall association be responsible for maintaining any area within fences or wall that form a part of a home (including wood trim, soffits, roof, fascia, awnings, stucco, etc.).

LANDSCAPE MAINTENANCE

- The owner of each home shall be responsible for any or all landscaping in all the improvements within portion of the lot (including front and rear yards). The Association will maintain landscaping items located within any unfenced portion of a Lot.
- Any grass or landscape within the Lot shall be maintained by the owner in a neat and appropriate manner. In no event shall an owner's lawn get in excess of 5 inches in height or any landscape encroach upon the sidewalks or outside the Lot's walls.
- In the event grass or landscape in the Lot is not maintained, the association may, but shall not be obligated to, repair same. The cost and expenses of such maintenance plus applicable violation fees or fines (determined by association in its sole and absolute discretion based on the authority given by the Declaration), shall be charged to such owner as an individual assessment.
- All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by Association shall be well maintained and kept in the first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Calusa Point by the owner of each Lot.
- Without the prior consent of the ACC, no owner shall remove, add or modify the landscaping from any portion of Calusa Point common areas, or change the level of the land. This provision shall also prohibit the placement of pots or decorative items outside the Lot's boundaries.
- Owners may place additional plants, shrubs, or trees within their lot with the prior approval of the ACC.
- No artificial grass, plants, or other artificial vegetation or flowers, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.
- Mulch may be placed by the owner at his/her own discretion without prior ACC approval. (Association approve colors)
- Disease and insects control shall be performed on a quarterly basis for the common elements.
- Each owner grants associations an easement over his or her home for the purpose of ensuring compliance with the requirements of this provisions in the lawn maintenance standards.
- No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be placed or suffered to remain upon any Lot.

- No landscape lighting shall be installed by an owner outside the Lot's boundaries, without written consent from the ACC.

RIGHT TO ACCESS / EASEMENT

- The Association is granted a perpetual and irrevocable easement over, under and across Calusa Point for the purposes as herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of the Declaration, Rules and Regulations and for the performance of any maintenance, alteration or repair which it is entitled to perform.
- The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair such system. By this easement, Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written of the Association.
- Each owner sharing a party roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the homes sharing the party roof