The Place Master Association, Inc.

Rules & Regulations

November 6, 2023

THESE RULES AND REGULATIONS MAY BE ADDED TO, AMENDED OR REPEALED AT ANY TIME BY THE MANAGER OR BOARD OF DIRECTORS.

CONTACT INFORMATION

Clubhouse / Management Office
19900 The Place Blvd.
Estero, FL 33928

Association Manager's
Patricia Baker | GM
KWPMC -pbaker@kwpmc.com
Ashley Fain | PM
KWPMC - afain@kwpmc.com

Facilities Manager
Cameron Dashiell
KWPMC
cdashiell@kwpmc.com

Maintenance Office
19880 The Place Blvd.
Estero, FL 33928

Kid's Club
Elizabeth Balzano
KWPMC
ebalzano@kwpmc.com

Kids Club
19900 The Place Blvd
Estero, FL 33928

Activities
19900 The Place Blvd
Estero, FL 33928

Life Style Director
Loree Hendry
KWPMC
lhendry@kwpmc.com

Racquet Center
19880 The Place Blvd.
Estero, FL 33928

Director of Racquet Sports
Ted Smith
KWPMC
racquetpro@tpcorkscrew.com

Café / Market Place
19900 The Place Blvd.
Estero, FL 33928

Food & Beverage Supervisor
Joyce Bleda
KWPMC

Restaurant/Bar
19921 Beechcrest Place
Estero, FL 33928

Food & Beverage Director
Tara Crutcher
KWPMC
tcrutcher@kwpmc.com

Phone Numbers
Clubhouse / Management Office…..... 239.317.2414
Gatehouse (West Entrance) …..... 239.390.0180

Hours of Operation

Fitness Center:

Monday to Sunday .....24 hours a day

Management Office Hours:
Monday to Friday….....**9:00 AM to 5:00 PM**

Barefoot Bar & Grill:
Monday & Tuesday…..... **Closed**
Wednesday - Saturday…..... **11:30 AM to 8:30 PM**
Sunday..... 11:30 AM to 8:30 PM

Bourbon Bar:
Monday & Tuesday & Wednesday…...Closed
Thursday……... 6 PM to 9 PM
Friday & Saturday……...6 PM to 11 PM

Café / Market Place:
Monday to Saturday.....9:00 AM to 5:00 PM
Sunday…..... **10:00 AM to 5:00 PM**

Kids Club:
Monday….....**Closed**
Tuesday to Friday… .....**10:00 AM to 6:00 PM**
Saturday… ..... **9:00 AM to 1:00 PM**
Sunday…..... **Closed**

Pool / Spa:
Monday to Sunday… .....**Dawn to Dusk**

Tennis / Pickleball / Bocce Courts:
Monday to Sunday… .....**Dawn to 10:00 PM**

Playground / Basketball / Pavilion / Dog Park:

Monday to Sunday… .....Dawn to Dusk

VISITOR, CONTRACTOR, AND VENDOR ENTRY

All visitors, contractors, and vendors will be required to present a valid drivers' license prior to gaining access to the community. The Member must ensure the Gatehouse is aware of the visit before entry is permitted. Passes will be approved for no more than three (3) days at a time. USPS, UPS, and FedEx delivery vehicles do not require a visitor pass and are to enter through the resident gate.

GUEST POLICY

The Board reserves the right to limit, restrict, charge and/or implement or modify the Guest Policy as it deems necessary in its sole discretion in the future.

Each Member must have their membership cards with them while at the amenity center. You may not use someone else's card, even if they are in your family.

The family of a member shall be entitled to the same use of the amenity center as the member. A member's family shall include: spouse/domestic partner, unmarried children and dependent parents of the member, who resides in the member's household.

All guests are required to register at any of the amenity's facilities each time and prior to use of the amenity's facilities. The total number of registered Guests of all Members using the amenities shall not exceed 100 Guests per day.

1. All guests shall either be Houseguests or Day Guests. A Houseguest is defined as a guest residing in a Members residence located in The Place at Corkscrew community. All other guests shall be considered Day Guests.

2. Day Guests:

a. Day Guests must be registered by the Member with Management and are required to sign the Waiver & Release Form prior to using the amenities.

b. Members must be present with their Day Guests at all times while using the amenities. When the Member leaves the amenities, their Day Guests must leave with them. No unaccompanied Day Guests are permitted to use the amenities.

c. Members may register up to (6) six Day Guests per day. Management may waive this limitation from time to time in their sole discretion.

d. Day Guest children age 12 and under must have adult supervision at all times at the amenities.

3. Houseguests:

a. Houseguests must be registered by the Member with Management and are required to sign the Waiver & Release Form prior to using the amenities.

b. Houseguests may be issued temporary User Entry Device however they must provide a state or federally issued photo identification to receive the temporary User Entry Device.

c. Houseguests are permitted to use the amenities facilities unaccompanied by the Member, provided that the Houseguest has been issued a temporary User Entry Device and has signed the Waiver & Release Form.

d. Houseguests are permitted to use the amenities while the Member is out of town, provided that the Member has registered the Houseguest with Management, the Houseguest has provided Management with

a state or federally issued photo identification and has signed the Waiver & Release Form.

e. Management must be notified of the length of stay of their Houseguests.

f. Houseguests are permitted to use the amenities for a maximum of (15) fifteen days from the date the Waiver & Release Form was signed. Houseguests will need to be re-registered after the expiration of the (15) fifteen-day period.

g. Houseguests must have their User Entry Device with them at all times while using the amenities.

4. The Member is responsible for the conduct of their Guests while at the amenities. If the manner, deportment or appearance of any Guest is deemed to be unsatisfactory, the Member shall, at the request of the Management, ask such Guest to surrender his or her User Entry Device and leave the amenities property.

Guest privileges may be limited by Management, from time to time, at Management's sole and absolute discretion. Notice of such limitation will be given by Management or the Board of Directors.

AMENITY RULES AND REGULATIONS

1. The term "amenity," "amenities," or "amenity buildings" shall include, without limitation, the Fitness Center & Movement Studio, Pool / Spa / Pool Deck Area, Café / Market Place, Kids Club, and all other similar areas of recreation within the Community.

2. The use and enjoyment of amenities is restricted to Members and their invited Guests only.

3. Any violations of these Rules and Regulations could result in the suspension of the use of the amenities for a period determined by the Manager or the Board of Directors in their sole discretion.

4. Members must have their Membership ID Cards with them at all times while using the amenities. Guests must be accompanied by the Member at all times while using the amenities.

5. All Members and Guests using the amenities are to conduct themselves in a courteous manner with respect for the rights of others to use and enjoy the facilities. Members and guests will enjoy the Club free from profane or abusive language and obscene gestures. Anyone that appears to be under the influence of drugs or intoxicated may be asked to leave.

6. Parents and Guardians shall be responsible for the conduct of their children at all times.

7. The number of persons using any of the amenities, at a given time, may be limited as needed by the Manager or Staff.

8. All Persons using the amenities will follow the instructions and decisions of the Manager or Staff regarding the use of the facilities, priority of use, and the length of time.

9. Supplemental rules and regulations may be posted by the Manager or designated Staff as needed. All Members and their guests will be responsible for reading and abiding by these rules and regulations. Rules and regulations posted in any particular area, room, or amenities shall be deemed supplemental to the rules and regulations.

10. Any written or verbal instructions, directions, or requests received from the Manager or Staff will be honored by all persons using the amenities. Persons who fail to comply with the rules will be subject to immediate removal or the Rules Violations Procedures.

11. No signs, advertisements, papers, or other written materials may be posted on the amenity property or distributed within the community without the consent of the Manager or designated Staff. No solicitation will be allowed.

12. The amenity buildings and amenity property are designated as NON - SMOKING and NON – VAPING BUILDINGS except in designated smoking areas.

13. Proper attire is required while inside the Clubhouse. (A shirt and footwear must be worn at all times.) Remove wet bathing suits before using the indoor amenities. No one wearing a wet bathing suit will be allowed to sit on the indoor Clubhouse furniture. Obscene or indecent clothing will not be allowed in the Clubhouse or while using the outdoor amenities as determined by the Manager.

14. No Outside Food and Drinks are allowed to be brought into the Café / Market Place or the pool deck.

15. No Animals are allowed inside the Fenced Pool Area and/or inside any Amenity Building. Accommodations will be made for Emotional Support Animals and Service Animals. (*)

16. Parking in the amenity parking lots will be allowed for no more than a continual twenty-four (24) hour period. Trailers, RV's, Boats, and other large vehicles will not be allowed to park overnight in the parking lot.

17. The cost of replacing any property at the amenities or other common areas of the community that is broken or damaged by a Member or their guest shall be charged to the Member.

18. The facility and staff are not responsible for lost or stolen items.

FITNESS CENTER & MOVEMENT STUDIO

1. The Fitness Center is for use by Members and their invited Guests only. Invited Guests may not use the Fitness Center unless accompanied by a Member. Use of Fitness Center facilities is "at your own risk". No attendants or supervision of any kind will be provided.

2. Always consult your physician before starting a physical fitness routine. Members and their guests may use the Fitness Center and Movement Studio at their own risk.

3. Members and their Guests must obtain and complete a Waiver Form from the Manager prior to use of the Fitness Center and Movement Studio.

4. Please consider working out with a "Buddy" after normal business hours.

5. Use of equipment is on a first-come, first-served basis, therefore please be considerate and limit your time on the equipment. Limit your time on the treadmills, bikes, and elliptical machines to 30 minutes when other people are waiting.

6. All audio equipment (radios, CD players, iPads, etc.) are to be used with headphones. No electrical items should be plugged into an outlet anywhere near the pool, spa, wet surfaces or areas exposed to water.

7. Proper workout attire is required. No bathing suits are allowed. Tank tops or shirts and closed-toe shoes must be worn at all times while using the exercise equipment. Sandals are not permitted.

8. Children between 13 and 18 may use the facilities under the direct supervision of their Parent or Guardian with a Waiver Form on file. Children must be age 13 years or older to use the Fitness Center and Movement Studio.

9. When classes are in session Members must wait to use the Movement Studio.

10. Please wipe down the fitness machines immediately after use. Disinfectant wipes are available in floor canisters located throughout the fitness area. Please notify the Staff if one becomes empty. Please notify Management immediately of any equipment problems, and do not use any equipment that is not working properly.

11. Water bottles and drinks are permitted, please keep them in the designated holders. No food is permitted in the Fitness Center and Movement Studio.

12. TV's are available for your use. Use common courtesy with the volume so it is not disturbing to others.

13. Please use common courtesy when having cell phone conversations while in the Fitness Center and Movement Studio.

14. Failure to comply with these rules and regulations could cause your Fitness Center privileges to be revoked and future access denied. Management and the Board of Directors reserves the right to prohibit the use of the Fitness Center by any individual failing to comply with normal precautions and posted rules.

POOL / SPA / POOL DECK AREA

SWIM AT YOUR OWN RISK

1. Follow all posted Pool Use Instructions.

2. Persons who are not proficient swimmers, such as children under the age of 12, disabled and the elderly, shall be accompanied by a responsible Parent, Guardian, Member or Guest over the age of eighteen (18) and may not be left unattended.

3. Use of the Pool/Spa/Pool Deck is "at your own risk". Except for the Slide Personnel, no attendants or supervision of any kind will be provided. The one Life Guard and one Slide Monitor are solely responsible for enforcement of the rules related to the Water Slide and its use.

4. While swimming, leave your Member ID on your chair.

5. Guests must be accompanied by the Member at all times while using the amenities. Each Guest using the amenity shall be required to receive an ink stamp for each daily visit by staff.

6. Use the member swipe card to enter and exit the pool area. Be sure the door or gate closes and locks securely behind you. Your swipe card should also be used to open the Restroom doors.

7. The pool and spa are available from dawn until dusk.

8. Showering is required before entering the pool.

9. The Pool is heated. Temperature level will be set by Management and may fluctuate depending on the time of day and time of year.

10. No glass items are permitted on the pool deck.

11. No food, drinks, or pool furniture are permitted within 4 feet of pool or spa. (Florida Statutes) Members and guests are required to clean up their area when they are finished.

12. No outside food or drinks are permitted on the Pool Deck, in the Café /Market Place, and in the Restaurant.

13. No animals are allowed inside the fenced pool area and/or inside any Amenity Building. Accommodations will be made for Emotional Support Animals and Service Animals. (*)

14. No diving, jumping, or horseplay is permitted. No one is allowed to run on the pool deck.

15. All persons using the amenities will conduct themselves in a courteous manner with regard to the rights of others. All Members and guests, who do not have regard for others, will be asked to leave the pool area. Members and Guests will refrain from displays of affection not appropriate in a public, family setting.

16. All audio equipment (radios, CD players, iPads, etc.) are to be used with headphones. No electrical items should be plugged into an outlet anywhere near the pool, spa, wet surfaces or areas exposed to water.

17. Flotation devices such as rafts, innertubes, loungers, etc. are not permitted at any time. Only Noodles are permitted.

18. Children less than four years of age, who are not toilet trained, must wear rubber pants over their swimwear. No disposable or cloth diapers allowed in the pool. Please use swimmer's diapers.

19. During a thunderstorm with lightning present, the pool area will be considered closed. Quickly seek shelter in a permanent building.

20. Chairs, tables, and lounge chairs are available on a first-come, first-served basis. They may not be reserved. One chair or lounge is allowed per person. Please do not turn the chairs or lounge chairs on their side.

21. Proper bathing attire is required in the pool and spa. Obscene or indecent attire as determined by the Manager or the Board will not be allowed. Cutoff shorts may not be worn in the pool or spa. Please change into proper attire before entering the Clubhouse to use other amenities. Shoes must always be worn when entering the Clubhouse. Notify Staff immediately of any water tracked on the floor.

22. The Management Company or Board of Directors may close the amenities at times for special functions.

23. When leaving the pool area, close your umbrella.

24. Persons with open sores, cuts, or communicable diseases may not enter the pool.

25. The Management Company or Board of Directors may block off sections of the pool at times during which the pool will be reserved for water exercise classes and other special functions.

Effective May 24th, 2010 – Florida Statues Mandates that we inform you:

a. Do not swallow pool water, it is recirculated

b. Do not use the pool if you are ill with diarrhea

SPA

1. Follow all posted Spa Use Instructions.

2. Use of the Pool/Spa/Pool Deck is "at your own risk". Except for the Slide Personnel, no attendants or supervision of any kind will be provided. The one Life Guard and one Slide Monitor are solely responsible for enforcement of the rules related to the Water Slide and its use.

3. Showering is required before entering the spa.

4. Maximum temperature of the spa is approximately 104 degrees.

5. Limit your time in the spa to 15 minutes max.

6. No glass items permitted.

7. No food, drinks, or pool furniture within 4 feet of the spa.

8. Children under the age of 12 must be supervised by an adult.

SPLASH PAD / WATER FEATURE

1. Follow all posted Splash Pad / Water Feature Use Instructions.

2. Splash Pad is "at your own risk". Except for the Slide Personnel, no attendants or supervision of any kind will be provided. The one Life Guard and one Slide Monitor are solely responsible for enforcement of the rules related to the Water Slide and its use.

3. Due to the inherent nature of this water feature, the Splash Pad may be slippery. Running, jumping or horseplay is not permitted.

4. Do not climb, hang, or swing on any of the Splash Pad equipment.

5. The Splash Pad may close at any time due to weather or maintenance.

6. During severe weather, seek shelter.

7. No food, drinks, or pool furniture within 4 feet of the Splash Pad.

WATER SLIDE

The water slide will only be open when a slide monitor is on duty

1. Follow all posted Water Slide Use Instructions.

2. Use of the Water Slide is “at your own risk”. The one Life Guard and one Slide Monitor are solely responsible for enforcement of the rules related to the Water Slide and its use.

3. No one under 42 inches in height is permitted to use the Water Slide.

4. Do not use the Water Slide if you have any physical condition which could be exacerbated by sudden movements or if you have been advised by a doctor to avoid such activity.

5. Swimwear with buckles or any other oversized metal ornamentation will not be allowed on the slides. This includes on the front and back of a swimsuit.

6. Only one person at a time may go down the slide as instructed by the Slide Monitor. Forming “chains” is prohibited.

7. No running, standing, kneeling, rotating, tumbling, or stopping in the Water Slide.

8. No diving from the Water Slide.

9. The Water Slide may close at any time due to weather or maintenance. During severe weather, seek shelter.

10. Water Slide is not to be used when the gate is locked at the slide steps and/or water pump for the slide is shut down.

11. No food, drinks, or pool furniture within 4 feet of the Water Slides.

(*) ANIMALS

1. No animals are allowed in the pool, spa, or water features.

2. All Emotion Support Animals and Service Animals must have the proper paperwork and be registered with the Association.

3. Service Animals – No amenity access restriction. Must be on a leash.

4. Emotional Support Animal – No amenity access restriction. Must be on a leash.

5. General animals/pets – Not permitted on the pool deck or in any amenity buildings.

KID'S CLUB

1. Waiver and Release form must be signed for each child prior to entering or enjoying the Kid's Club.

2. Parent / Guardian contact information must be given at registration.

3. Please bring your child directly to the Kid's Club room before starting your workout.

4. Parent / Guardian will be issued a pager, radio or other communication device to ensure the immediate return of the Parent / Guardian if necessary. The Parent / Guardian must have this device with him or her at all times.

5. The maximum time a child may stay in the Kid's Club room is two (2) hours per day, per child.

6. Age limits of children are 2 to 9 years old.

7. Parent / Guardian must not leave the amenities building while the child is in the Kid's Club.

8. Underage children are not allowed in the Fitness Center and/or Movement Studio.

9. Children will be released ONLY to the person who dropped them off.

10. Please bring your child freshly diapered. Diapers will NOT be changed by the staff. If your child does need his/her diaper changed, then the staff will ask you to take your child to the nearest bathroom to be changed.

11. For the well-being of the other children and staff, please refrain from bringing a sick child into the Kid's Club area.

12. Please label all of your child's belongings with his/her name.

13. Disruptive or inappropriate behavior will not be tolerated. In these circumstances, Parent / Guardian will be notified immediately.

14. If a child needs to use the bathroom, Parent / Guardian will be notified and asked to accompany the child to the bathroom and return the child to the Kid's Club room before returning to work out.

15. Medications will not be administered by the Kid's Club staff.

16. A state or federally issued photo identification is required when dropping off and picking up children.

17. Availability will be determined by the Kid's Club Staff Member present depending upon the ages and needs of the children. If the Kid's Club is at capacity, then Parents/Guardians will need to wait until space becomes

available. Children will be accepted on a first-come, first-served basis. No reservations.

TENNIS / PICKLEBALL / BOCCE BALL

1. The Ball Machine on the practice court must be covered after each use.

2. Only balls that have been provided may be used with the Ball Machine. Standard tennis balls are not permitted and will damage the Ball Machine.

3. Court reservation and Guest policy shall be established by the Board and the Management and may be modified from time to time.

4. Members using the courts will conduct themselves in a courteous manner with regard to the rights of others.

5. Members and their guests must obtain and complete a waiver form from the Management Company prior to use of the courts.

6. Members and their guests shall have the right to use the courts at any time the courts are available for open play, at their own risk.

7. Courts shall not be used for any other purpose than tennis, pickleball, or bocce unless otherwise determined and permitted by the Board on a case by case basis.

8. No food shall be permitted on the courts.

9. Courts may be reserved for use through the court reservation system.

10. Players must be courteous to others. For the safety and enjoyment of other Members and their guests, please refrain from excessive noise, profanity, and unsportsmanlike behavior.

11. Do not lean or climb on nets, fences, etc.

12. The court lights will be automatically turned off at times determined by the Manager.

13. Tennis shoes must be worn at all times while on the Courts. Black soled shoes are not permitted.

14. Men's attire shall consist of shorts, shirts, and/or appropriate warm-up suits.

15. Women's attire shall consist of shorts, shirts, skirts, tennis dresses, and/or appropriate warm-up suits.

DOG PARK RULES

1. All Members / Guests and pets use the Dog Park at their own risk.

2. The hours of the Dog Park are from Daylight to Dusk.

3. Dogs must be up to date on vaccinations and parasite control (flea, tick and intestinal parasites) in order to utilize the Dog Park.

4. All dogs must enter and exit the Dog Park in a calm orderly manner.

5. Members must pick up after their pets promptly and dispose of all pet waste in approved containers.

6. Members are responsible for the behavior of their dog at all times.

7. Members may not leave while their dog is in the Dog Park.

8. Dogs are to be brought to the park on leashes and released inside the dog park, and put under the control of the leash again as they exit the dog park.

9. No spike, choke, electric, or prong collars are allowed while dogs are off-leash.

10. No female dogs in heat, or sick dogs, shall be brought into the Dog Park.

11. No smoking / vaping or glass containers are permitted.

12. Members shall control excessive barking.

13. Members shall be responsible for the destruction caused by their dogs, which includes filling in any holes the dogs dig while in the park.

14. Members using the Dog Park will conduct themselves in a courteous manner with regard to the rights of others. All Members, Guests, or dogs who do not have regard for others, will be asked to leave the Dog Park.

BAREFOOT BAR & GRILL AND BOURBON BAR

1. Shirts and shoes must be worn inside the restaurant and/or bar at all times.

2. No wet bathing suits will be permitted inside the restaurant and/or bar. All members must dry off before entering the food & beverage area.

3. All patrons in the Bourbon Bar must be 21 years of age or older. No person(s) under the age of 21 is permitted to be inside the Bourbon Bar.

4. Both the Barefoot Bar & Grill and the Bourbon Bar are not equipped to receive cash payments. No cash will be accepted anywhere on the premises, with the exception of gratuities paid directly to the service staff.

5. In order to dine in the Barefoot Bar & Grill or the Bourbon Bar, members must have a valid credit card on file with their member account or must submit payment at the time of service. Any member with no credit card on file will not be permitted to charge to their member account.

6. Members must reserve the Multi-Purpose Room in the Barefoot Bar & Grill in advance through management.

7. All events in the Multi-Purpose Room must be approved through restaurant management and will be considered scheduled once proper payment has been received.

8. Members must follow event guidelines stated in the “Facilities Use Agreement” when using the Multi-Purpose Room for personal events. This agreement is binding once signed and submitted.

COMMUNITY RULES & REGULATIONS

Based on, "The Place Master Association, Inc." Master Declaration of Covenants, Conditions, Easements and Restriction Section 12

Signage:

- Signs, poster, display, billboard, decoration, logos, or other advertising device of any kind are not permitted on the lot or where it will be visible to the public.
- Only the Association approved "For Sale" and "For Rent" Signage is permitted.
- Homeowners are permitted to place one (1) Security System sign in the front yard.

Landscape:

- Stone, gravel, or paving may not be used as a substitute for grass in the lawn.
- Outside of normal landscape maintenance, no landscaping shall be installed, cut down, destroyed or removed without the prior written approval of the ARC.

Trash Cans:

- **Trash Cans must be bear-proof.**
- All Trash cans must be suitably screened from view from the street and adjacent homes.
- Trash receptacles for lots must not exceed 40 gallons in size and must have two handles and a tight-fitting lid.
- Trash cans must be kept in a clean and sanitary condition
- Garbage Incinerators are not permitted.

Outside Lighting:

- Spotlights, floodlights, or other outdoor, high-intensity lighting (such as Landscape lighting) is not permitted without prior written approval of the ARC.
- Garage Lights (Outdoor Wall Lanterns) may not be changed without prior written approval of the ARC.

- Solar Lights are permitted as long as they do not reflect light onto any other Unit or the Conservation Easements.
- Owner shall maintain the Front Yard Lamp (Post Lantern) and keep it operational during all hours of darkness.

Commercial Usage:

The Owner (or family members or lessees) residing within The Place may conduct business activities within the Residence so long as:

- The business activities are not apparent or detectable by sight, sound or smell from outside the home.
- The business activities are permitted under applicable zoning regulations, ordinances, and laws
- The business activity involves only telephone calls and correspondence to and from the Unit and does require persons, suppliers, or tradesman coming into the Community.
- The business activity is consistent with the residential character of the community and does not create a nuisance to other members.

Satellites:

- Satellite locations must be approved by the ARC prior to installation.

Exterior Improvements:

- All exterior improvements must have prior written authorization of the ARC. This will include, but not limited to, Awnings, Hurricane Shutters, Solar Film, Window Shading or Decoration, Fences, Walls, and Hedges.

Flags:

- Homeowners are permitted to display one portable, removable 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 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, Space Force, Coast Guard, a POW-MIA Flag, or a first responder flag.

Parking:

- Vehicles must be parked in either the driveway, garage or designated parking spaces. Parking on any unpaved or grassed area is not permitted.
- Vehicles parked in permitted spaces must be in operating condition, except in the enclosed garage space.
- Boats, trailers of any kind, semitrailer, house trailer, camper, mobile home, motor home, bus, commercial vehicle, truck camper, vehicles with commercial markings, racks or tools in the bed, must be parked in the enclosed garage at all times.
- Law Enforcement vehicles are permitted to be parked in the driveway or designated parking spaces.
- Overnight parking in the roadway is strictly prohibited and can result in the towing of the vehicle.

Golf Carts

- Pursuant to Florida law, it is allowable for a person as young as **14 years of age** to operate a golf cart on public roads or streets. This does not mean that a community must allow 14-year old to drive golf carts, however, and many have chosen to require that anyone operating a golf cart must have a valid driver license.
- Drivers must obey all posted traffic signs.
- Golf carts operating on roadways must be equipped with rearview mirrors.
- No golf carts may operate on the roadways within the community from dusk to dawn unless equipped with legally compliant front and rear operating lights, and reflectors and/or reflective tape.
- Golf cart use is restricted to the roadways. Driving on grassy areas or in preserve areas is prohibited.
- Driving a golf cart while impaired is not permitted.

- Violation of these rules may result in revocation of privileges to operate a golf cart within the community.
- Members will be responsible for any damages resulting from the use of a golf cart within the community.

- If a golf cart is involved in an accident, causing injury or property damage the operator must immediately notify the proper law enforcement agency and the management company.
- The Association is not responsible for any loss or damage relating to the operation of a golf cart.
- Golf carts operating on the roadway must be properly insured for liability, accidents, and damage to property.

Lakes:

The lakes are designed for stormwater management, retention, and a source of irrigation.

- Fishing is only permitted from the shoreline of the amenity tract or directly behind your personal residence.
- No swimming is permitted in any of the lakes.
- No boats are permitted in any lakes other than contracted lake maintenance by a licensed vendor.
- Feeding of alligators is prohibited and is a violation of state law.
- No refuse is to be deposited into the lakes.
- Members and their guests are responsible for any damage to the lakes caused by their actions.
- Plants surrounding the lakes must not be cut or removed for any reason. In the dry season, they may appear "dead" but are, in fact, dormant. These littorals are important to the health of the lakes and are required by the Southwest Florida Water Management District. Anyone removing them for any reason will be financially responsible for their replacement by the HOA.

VIOLATION POLICY AND PROCEDURES

To ensure the use and enjoyment of The Place at Corkscrew community and its Amenities Center by the members, tenants, guests, and invitees the following policy shall be followed for those who are NOT adhering to the Rules and Regulations. This policy will be enforced and applied uniformly in a standard way to all without prejudice. Members, guests, tenants and invitees are expected to act, at all times, in a courteous and respectful manner towards others including Managers, Staff, and vendors. Blatant, aggressive, argumentative, or threatening behavior, or being physically or verbally abusive to others will not be tolerated.

Members are responsible for the actions of their guests, tenants and invitees, and may be issued warnings or receive suspensions for the actions of those persons as well as their own actions, whether or not the member participates in or is even present for the offending behavior. The Board in its discretion may choose to issue a verbal or written warning in lieu of fine or suspension, or to forego verbal or written warnings based on the particular facts, circumstances, and history of the violation. In suspending or revoking the privileges of members, guests, tenants and invitees, the Board may take into consideration the instant behavior of the person involved, past violations, any arrests or convictions (whether directly related to the offending behavior or not) and any future risk the person may pose to the community in general. The suspension or revocation of a member's privileges to use the amenities does not abate the member's obligation to pay assessments. Fines and/or suspensions administered per the adopted violation guidelines which are hereby incorporated by reference will be deemed to have been voted on by the Board.

VIOLATION HEARING PROCEDURES

Any person receiving a notice of a fine and/or suspension for rules violation will be notified not less than 14 days in advance of a hearing before the Hearing Committee. The Hearing Committee shall be made up of no less than three (3) Members in good standing in the community, that are not related by blood or marriage to any Board Members, or the individual seeking to appeal the suspension.

If the Committee, by a majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the proposed fine or suspension levied by the Board is approved by the Committee, the

fine payment is due 5 days after notice of the approved fine is provided to the parcel owner and, if applicable, to any occupant, licensee, or invitee of the parcel owner. The association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any occupant, licensee, or invitee of the parcel owner.

Hearing Meeting Procedure:

1. Meeting shall be called to order.
2. If not previously appointed by the Board, the Hearing Committee shall select a Chairperson and recording Secretary.
3. Chairperson shall certify that interested parties are in attendance and the Rule violation(s) shall be read.
4. An Association representative shall present cause for suspension, with attendant evidence and testimony.
5. Appellant shall then present evidence and testimony.
6. The Association's representative shall present any rebuttal evidence and testimony.

The Hearing Committee is permitted to direct questions to all parties, representatives, and witnesses. No person may refuse to answer direct questions put to him or her by the Hearing Committee. At the conclusion of the Meeting, the Hearing Committee shall deliberate and deliver a written ruling within 48 business hours and shall notify the offender of same. The meetings of the Hearing Committee are open to attendance by the Members, but there shall be no input from Members unless called to provide testimony.

POLICY REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS

WHEREAS, Section 720.303(5)(c) Florida Statutes ("the Act") provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections; and

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

NOW THEREFORE, the following rules governing inspection of the official records of the Association are adopted. Capitalized terms shall have the same meaning as defined in the Act or Governing Documents of the Association:

1. Records Defined. The official records, also referred to herein as "records," available for inspection are those designated by the Act, as the official records of the Association that are available for inspection and copying by Owners.

1.1 Records Available. No records other than those defined above shall be available for inspection, unless the Board determines it to be in the best interest of the Association to make such records available for inspection.

1.2 Persons Entitled to Inspect. Owners shall have the right to inspect the records of the Association as permitted by law. All references in this Resolution to Owner will include record title holders of a Lot or Owner's authorized representative, where applicable.

2. Inspection.

2.1 An Owner desiring to inspect records shall submit a written request by U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the official address of the Association, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.

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

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

2.2 Inspection of records shall be restricted solely to those records designated in the written request for inspection and shall be conducted solely by the Owner signing the inspection request, or his or her authorized representative. No inspection of any other

records shall be permitted, and the Association may redact or refuse to produce any records not accessible to Owners as set forth in Section 720.303(5)(c) of the Florida Statutes. If more than one Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times provided that Co-Owners may inspect records together. If an Owner has designated an authorized representative, either the Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude an Owner from inspecting the records with the Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

2.3 An Owner shall not submit more than one (1) written request for inspection of records per calendar month. Any request submitted more frequently shall be null and void and need not be acknowledged by nor responded to by Association.

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

2.5 Records shall be made available for inspection by the Association on or before the tenth (10th) business day after receipt by the Association of the written request for inspection. This time frame may be extended upon agreement of the Owner or for good cause. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (l0th) business day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Resolution. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Owner's records inspection request promptly and in good faith. The Association shall notify the Owner by telephone or in writing (including e-mail), that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "business day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association or office where the records are being made available for inspection is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location

where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00A.M. to 12:00 P.M. and 1:00 P.M. to 5:00P.M., all on a business day. No Owner shall be entitled to inspect records for more than eight (8) hours cumulatively in any calendar month. At the request of either the Association or the Owner, inspections may be broken up into segments, provided that two (2) inspection visits per calendar month shall be the maximum number of sessions in a calendar month, and eight (8) hours maximum cumulative inspection time.

2.6 If, at, or after inspection, an Owner desires to have a copy of a record, the Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be provided. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, and the Owner has requested copying of 25 or less pages of records, then copies of the records shall be available contemporaneously with the inspection. If, however, the records to be copied exceed 25 pages, or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company or make the copies at the location of the records, but available for later pick-up. If copied at the location where the records are kept, copies more than 25 pages shall be made available for pick-up by 5:00P.M. within three (3) working days from the date of the inspection, the day of inspection not counting in calculating this deadline. Copies made by an outside source shall be available as soon as a copying service can reasonably pick- up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place records are kept or produced for inspection. Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place.

2.7 The Association shall allow an Owner to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Owner with a copy of such records. The Association may not charge an Owner for the use of a portable device.

2.8 An Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall be twenty-five cents ($.25) per page. If copies are made by outside vendors, actual costs shall be charged to the Owner. Payment in advance for the cost of copies shall be required. No copy of a record shall be

made unless and until payment for the copy is received. If the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed $20 per hour Personnel cost may be charged. Personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages.

2.9 If records are kept on computer format, the Association may print such records to paper. The Association may but shall not be obligated to allow Owners to access the Association's computer system or connect any device to the computer system. If the Association provides access to records through a computer supplied by the Association or the office in which records access is being conducted, the person inspecting the records shall not e-mail the records inspected to any other computer, person, or e- mail account, review other content or programs on said computer, nor otherwise in any fashion download, forward, or otherwise transmit or manipulate the data he or she reads during the inspection of the records by review on electronic mail, internet or computerized format.

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

3. Manner of Inspection

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

3.2 All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied, nor the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

4. Enforcement of Inspection Rules

4.1 Any violation of the Resolution may result in the immediate suspension of the inspection until the violator agrees in writing to comply herewith.

4.2 Any requests for inspection not complying with this Rule need not be honored, but in such cases the Association shall mail, or hand deliver a written response to the person requesting inspection and shall indicate how the request fails to comply herewith.

4.3 The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with this Resolution, including but not limited to the levy of fines or suspension of use rights subject to the requirements of law.

4.4 Nothing in this Resolution shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

4.5 The President of the Association, or the Manager (under the direction of the President), shall have the authority to interpret and implement the provisions of this Resolution and make decisions and judgments arising hereunder without need for Board approval on a case by case basis.

THESE RULES AND REGULATIONS MAY BE ADDED TO, AMENDED OR REPEALED AT ANY TIME BY THE BOARD OF DIRECTORS.