



RULES AND REGULATIONS

SATURNIA LAKES HOA

Revision dated July 28, 2025

RULES AND REGULATIONS
Saturnia Lakes HOA Revision History

1. January 2019 Updated format of Rules and Regulations
2. January 2019 Replaced the word “Fine” with the word “Charge”
3. January 2019 Added F to section II. Violations
4. January 2019 Removed specific charges for renting the Social Hall and Catering Kitchen
5. January 2019 Paragraphs XI.F and XI.G were swapped in order to follow logical sequence
6. March 2019 Added Arts & Crafts section
7. September 2019 Revised Roof section to include Decra stone-coated roofing products
8. November 2020 Updated Signs and Flags Language
9. March 2021 Updated Mailbox Language and General Use of Common Areas
10. May 2021 Updated Towing Policy
11. May 2021 Updated Vehicle Detail Policy
12. December 2022 Updated Animal & Pet Policy
13. February 2023 Revised Section XIII (Tennis Rules) by amending subsection B, E & D (5)
14. February 2023 Revised Section XI (Use of Facilities) by amending subsection K
15. September 2023 Revised Section III Additions and Alterations, subsection D, paragraph 2
16. September 2023 Revised Section VII Animals and Pets, subsection A, paragraph 4
17. September 2023 Revised Section XII Rules For The Swimming Pool Area, subsection B, paragraphs 1-3
18. September 2023 Revised Section XIV Rules For The Clubhouse
19. September 2023 Revised Section XIV Rules For Use of Exercise Room, subsection D, paragraph 2
20. September 2023 Revised Section XIV Rules For Use of Java House, subsection E
21. September 2023 Revised Section XIV Rules For Use of Billiards Room
22. September 2023 Revised Section XIV Rules For Use of Arts Room, subsection H
23. September 2023 Revised Section XIV Rules For Use of a room for arts and crafts subsection I
24. September 2023 Revised Section XIV Rules For Use of the Card Room, subsection J
25. April 2024 Revised Section VI Parking and Vehicular Restrictions, Section C. Recreation Area Parking, subsection 2
26. June 2024 Added XV RULES FOR VOLUNTEER MEMBERS OF THE SATURNIA LAKES HOMEOWNERS ASSOCIATION (“HOA”)
27. June 2024 Added XVI BOARD OF DIRECTOR ELECTION CAMPAIGN PROTOCOL
28. December 2024 added XVII Meeting Decorum
29. December 2024 added XVIII Decorum Towards Association Volunteers and Representatives
30. July 2025 Revised Section III Additions and Alterations, 6. Basketball Hoops
31. July 2025 added number 19. to VII ANIMALS AND PETS subsection A

RULES AND REGULATIONS

Saturnia Lakes HOA

These rules and regulations are designed for the mutual benefit of all owners.

All rules and regulations shall apply to, and be binding upon, all owners.

I. GENERAL

A. Responsibility: Regarding compliance with the rules and regulations, an owner shall be held responsible for the actions of his/her family members, guests, invitees, tenants, contractors and other persons for whom he/she is responsible, as well as for the actions of persons over whom he/she exercises control and supervision.

B. Observance of Laws: All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to the Association property or any lot or home shall be corrected by, and at the sole expense of, the responsible owner and, as appropriate, the violator.

C. Revocation: Any waivers of the rules and regulations and/or consents or approvals in violation of the rules and regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.

D. Amendment: The rules and regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provision of the Declaration shall prevail. The Board reserves the right to amend, clarify or alter these rules and regulations at any time.

E. Owners Only: Only owners are allowed at owner gatherings. Only owners may speak at meetings. No Power of Attorney or attorney representation is allowed.

II. VIOLATIONS

A. Violations: Violations of any rule or regulation shall subject the responsible owner and/or violator to any remedies available to the Association pursuant to the Declaration of Covenants, Restrictions and Easements for Saturnia Lakes (the "Declaration") or the

rules and regulations. All violations of any rule or regulation should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible owner(s) and as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to, and be ruled upon, by the Board in accordance with the Declaration.

B. Violation Process - First Warning: A courtesy letter will be sent via email, if the owner has provided his/her email address, citing the violation, requirement to cure within 14 days, and ramifications if not cured within the 14 day period. If no email address was provided, the courtesy warning will be sent regular mail.

C. Violation Process - First Letter: A violation letter is sent by mail to the homeowner, with a notice to correct the violation within fourteen (14) days upon receipt of the letter. The letter will specify that if the violation is not cured within the 14 day period, the Board may propose a charge of up to \$100.00 per day up to \$1,000.00, starting on the 15th day and may include the suspension of fobs, vehicle barcodes, television and internet. Management will inspect the property each day, beginning on the 15th day, to determine if the violation is cured or ongoing. If the violation is cured on or before the 15th day, no charge will be incurred.

D. Second Letter – Charging: If the homeowner does not correct the violation by the 15th day, the owner will be notified of a hearing before the Appeals Committee, with a notice of not less than 14 days. The written notice will contain the date, time and location of the hearing where the committee will vote on whether to impose a charge. The owner is encouraged to attend this meeting. The notice will state the nature of the violation(s) and the penalty(s) to be approved by the Appeals Committee. The property manager will notify the owner of the penalties imposed after the meeting. If the Appeals Committee upholds the charge, the owner shall be notified of the committee's decision and the charge shall be paid no later than 30 days after receipt of the written notice.

E. Enforcement: Failure of an owner to comply with any rule or regulation adopted by the Association shall be grounds for action, which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible owner(s) and, as appropriate, any violator(s). In the sole discretion of the Board, charges may be imposed upon an owner for failure to comply with any rule or regulation. Procedures for the impositions of charges are spelled out in the Declaration.

F. Any charge is equal to an assessment against the property.

III. ADDITIONS AND ALTERATIONS

A. Architectural Control Committee: As provided in the Declaration, no owner shall make any improvements, addition or alteration to his/her lot or the exterior of his/her home without the prior written approval of the Architectural Control Committee (ACC).

All requests for ACC approval of any improvement (as defined below) must be on the form designated for this purpose by, and available from the Association. No changes shall be commenced until the owner is in receipt of written approval from the ACC.

B. Written Approval: All exterior improvements, additions, modifications, decorations or alterations to the lot or home (the "improvements") shall be reviewed by and have written approval given by the ACC. The ACC shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. The ACC shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the ACC fails to approve or disapprove a request in writing within 45 days of receipt (unless a request is specifically deferred), the request shall automatically be deemed disapproved.

The ACC shall employ the following minimum criteria for approval or rejection of requests:

1. Uniformity of type and design in relation to similar improvements;
2. Comparability of quality of materials as used in existing improvements;
3. Uniformity with respect to color, size and location.

C. Proper Permits: If approved by the ACC, all construction shall be subject to the rules and regulations and any applicable governmental laws, statutes, ordinances, rules and regulations, including obtaining all proper permits.

D. Guidelines: Without limiting the generality of the criteria included under ADDITIONS AND ALTERATIONS of these rules and regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluation requests, the following guidelines shall be considered when evaluating requests for improvements:

1. **Painting:** The painting, staining or varnishing must be approved through the ACC process. Only approved colors or original house colors may be approved. Approved colors are available at the clubhouse office and are incorporated into the rules by reference.
2. **Roofs:** Only tile and Decra stone-coated steel roofing products are allowed. The property manager will maintain a list of approved colors, shapes and procedures. Notwithstanding the foregoing, installation of roof top solar panels that cannot meet the foregoing requirements without impairing their effective operation may be substituted.
3. **Temporary Structures:** No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed on a lot. Temporary party tents and canopies can be set up for a maximum of 72 hours.
4. **Antennae:** No antennae, microwave receiving devices, satellite receiving devices or aerials shall be placed or erected on any lot within any home or upon any other portion of the

community, with the exception that this prohibition shall not apply to those satellite dishes that are one meter in diameter or less, and specifically covered by 47 C.F.A. Pad I, Subpart 5, Section 1,4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time.

5. Driveways: Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage and only If finished with brick pavers of a selection, color and style consistent with the original installation.

Approval for the refinishing of driveways with brick pavers may be approved only if the colors and style are consistent with existing improvements and the homeowner assumes the responsibility for continued maintenance.

6. Basketball Hoops: All basketball hoops must receive prior approval from the Architectural Control Committee (ACC) before installation. Approval by the ACC for the installation of permanent basketball hoops may be permitted if the installation is at a location which is no closer to the street than midway between the garage door and the property line/edge of sidewalk. Portable basketball hoops may either be placed in the driveway at a location no closer to the street than midway between the garage door and property line or placed abutting the driveway on the side of the driveway that aligns with the end of the house, and the hoop must be facing the driveway. A base area of at least 6 inches of bark mulch or decorative stone must surround the hoop. Portable hoops may not be placed in the street or on the grass and under no circumstances may a hoop be installed on or touch the lot line. All basketball hoops must always be maintained in good condition. Any damaged, leaning or unsightly hoops must be repaired or removed promptly. During hurricane alerts or severe weather warnings hoops must be properly secured or temporarily removed to prevent damage or injury.

7. Outdoor Furniture: Approval of outdoor furniture and equipment such as grills may be permitted only in the rear yard of a lot, on the lanai or deck only, provided the owner assumes the responsibility for maintenance, including the control of mildew, rust, wood rot and deterioration of equipment components. Obstacles in planting beds must be removed during trimming cycles, upon owner notification of upcoming trimming, for the protection of personal property and safety for landscapers. Landscape contract dictates, wherever possible, the customer should maintain all turf areas free of obstacles, including, but not limited to, landscape lighting, seating, fountains, badminton nets, statuary, and grills, holiday yard ornaments and outdoor items, in order to avoid damage or injury from mowers and trimmers. No furniture is allowed on grass or mulch.

8. Screen Enclosures: Approval for screen enclosures shall be limited to aluminum frame structures which are either bronze or white and screen meshes on the enclosure which is a standard dark color (e.g. charcoal, bronze or black). Kick plates may be approved if they are not taller than 24" above the patio deck. Obscure screen materials shall be prohibited. No enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry.

9. Awnings: Retractable awnings are allowed with ACC approval.

10. Lighting Fixtures: ACC approval may be given for lighting fixtures (e.g. coach lights and entry chandeliers), subject to limited wattage, fixture sizes which are to scale with others in community, and fixture styles which are consistent with others in the community. ACC approval is also required for security and landscape lighting. Lighting wires must be buried to avoid trip hazard for landscapers and to keep the wire from being cut during maintenance.

11. Setbacks: All Improvements (including, without limitation, pools and screen enclosures) shall comply with all setbacks and other dimensional requirements imposed by the PUD Development Order for the Community, as well as all other applicable laws, and zoning ordinances of the community.

12. Preserve Areas: Portions of the open space tracts are designated on the plat(s) of the community as "Preserve Areas." A Preserve Area shall not, in any way, be altered from its natural state, except as provided for by the Collier County Land Development Code. Activities prohibited within the Preserve Areas (other than clearing and construction for drainage facilities) include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing other substances such as trash; removal or destruction of trees, shrubs, or other vegetation (other than exotic or nuisance vegetation removal); excavation, dredging or removal of soil material; digging or fencing; or any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation. No owner shall alter the Preserve Areas (or any portion thereof), nor engage in any such activities prohibited within the Preserve Areas.

13. Propane Tanks: ACC Guidelines must be followed. All applicable permits and final inspections must be supplied to the ACC. Free-standing propane or butane tanks, other than the 25-pound size used for outdoor grills, are not permitted.

14. Cameras: ACC approval is required for installation of outside cameras. The required specifications are included in the Security Camera ACC application.

15. Outside Buildings: No permanent buildings outside are allowed.

16. Landscape: All landscape changes require ACC approval. Plantings within a screened area do not need ACC approval. However, plantings in a fenced or unfenced area do need ACC approval. Moveable planters that are no higher than 3 feet may be placed on original pavers or within planting beds without ACC approval. No topiary is allowed.

17. Decorative Items: Decorative items such as fountains, bird baths, statues, benches, tables, chairs, etc. will not be allowed on front lawns. Fountains, bird baths, statues and benches are allowed if placed in planting beds. Benches may also be placed in front porch areas. Fountains can be no higher than four inches in height; bird baths and statues may be no higher than 36 inches in height. A site plan and photograph showing the location(s) of the object(s) must be submitted with the ACC application.

18. Fountains: Freestanding waterfalls and fountains that are no more than 48 inches in height and have bases of no more than 36 inches in diameter may be placed in a screened area without ACC approval.

19. Fences: Without limiting the generality of the criteria included under ADDITIONS AND ALTERATIONS of these rules and regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating request for fences. (Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each fence installation.

a) Aluminum rail fencing in either black, white, or bronze shall be the only permissible type of fencing on the lots.

b) No fence which encroaches in Association property or other lots shall be approved on installed.

c) No fence which is less than four feet or more than five feet in height shall be approved.

Further, to prevent obscuring neighbors view, the pickets shall not be spaced closer than three feet on center and shall be no thicker than one inch (unless otherwise required by building code).

d) Additionally, no landscaping which shall interfere with the view of the lake from other lake lots shall be installed on lake lots. The Association may require, in its sole discretion, the planting of landscaping in conjunction with the installation of the fence. Any plans for landscape improvements alterations shall be submitted for approval to the ACC.

e) No fence which is not set back a minimum of 50' from the front property line of the lot shall be approved.

f) No fence which is not set back a minimum of 10' back from the front wall of the homes and at least five feet back from the sidewalk where applicable shall be approved. No fences shall be attached to a neighbor's house. In considering requests for fence installations, the following may be taken into consideration: locations of air conditioning units; location of garage access doors; and positions of adjacent homes.

g) No fence shall be approved which extends in front of the front corner of a neighbor's home where the two homes are immediately adjacent to each other and where both homes face the same direction.

h) For fences installed on corner lots whose rear property line is common with the adjacent lot's side property line, a landscape hedge must be installed on the outer side of the fence within the lot to provide screening. No such fence shall be permitted to cross a utility easement.

i) All fences shall require a gate to provide access to the owner's neighbor for maintenance of the neighbor's zero lot line wall and roof overhang.

j) For lots with drainage easements, the approval and execution of fence removal agreements with Collier County Utilities and with the Association shall be required.

k) Any fence which crosses a utility easement shall be approved in writing by all utility companies occupying the easement.

l) For any fence, if approved, the owner shall be responsible to meet all county requirements and criteria, including, but not limited to, proper permitting and surveying.

m) For any fence, if approved, the owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.

n) In accordance with the Declaration, an owner who elects to install a fence assumes full responsibility for maintenance of the lawn and landscaping in the portion of the lot which becomes enclosed by the fence construction. This maintenance includes, by way of example and not limitation, cutting of the grass, fertilization, spraying, edging and replacement of sod. Alternatively, a homeowner may continue receiving Association lawn maintenance as long as they do not leave a dog within the fenced area on the days of service, and they leave the entry gate latched closed and unlocked for accessibility to lawn maintenance workers. There shall be no reduction in the Association assessments for the owner in return for the preceding maintenance obligation assumed by the owner.

IV. MAINTENANCE AND APPEARANCE OF HOMES

A. General Maintenance: Each owner shall keep and maintain his/her home and lot in like-new

condition and repair, and shall perform promptly all maintenance and repair work within his/her home and lot which, if omitted, would adversely affect the community and other owners of the Association. Maintenance obligations are more fully defined in the Declaration.

B. Personal Property: The personal property of an owner (other than decorative) shall be stored inside his/her home or garage.

C. Hurricane Season: Each owner who plans to be absent from his/her home during the hurricane season shall prepare his/her home and lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area and from the outside of the home. The owner shall also designate a responsible person or individual satisfactory to the Association to care for the home and lot if they sustain hurricane damage.

D. Hurricane Shutters: No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the community. Shutters may not be used for security. Any removable tracts shall not remain installed on a home other than during periods of a hurricane watch or a hurricane warning. An owner shall remove any removable type of hurricane shutters attached to his/her home no later than four days after a hurricane watch or hurricane warning has been lifted. In that regard, if an owner installs removable hurricane shutters on his/her home during a hurricane watch or a hurricane warning and thereafter leaves his/her home, that owner must either (a) immediately return to his/her home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from his/her home; or (b) make arrangements for another individual to remove such hurricane shutters from the home immediately after the hurricane watch or hurricane warning has been lifted. The installation of new hurricane shutters shall require ACC approval.

E. Window Treatments: Draperies, blinds, decorative panels or other tasteful window coverings are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two weeks after an owner first moves into his/her home, or when permanent window treatments are being cleaned or repaired. All windows, except for block windows and decorative arch windows, must have window treatments.

F. Landscape Material: No trees, shrubbery or landscaping shall be removed from lots without prior written consent of the ACC. No additional trees, shrubbery or landscaping is permitted to be planted on the property without the prior written consent of the ACC. No fruit trees or vegetable plants are permitted. If a native hardwood tree is removed, it must be replaced with a native hardwood tree if the lot falls under the county requirement for native hardwood trees.

G. Alteration of Drainage: No sod, top soil, fill or muck shall be removed from lots or lake shores without prior written consent of the ACC. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the community or on the lot.

H. Clotheslines: No clotheslines or similar device shall be allowed except for a temporary line to dry clothes from 9:00 am to 4:00 pm. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence or balcony, or in such a way as to be visible to any other owner.

I. Mailboxes: Mailboxes cannot be permanently altered in any way. Mailboxes must be maintained in like new condition. Owners are responsible for the cost and installation of mailboxes. Mailboxes must be purchased by an ACC approved vendor. Additionally, owners are required to order the ACC approved mailbox and follow size, color, make, and manufacturer specifications to ensure uniformity with existing mailboxes. The ACC approved mailbox vendor is A Beautiful Mailbox company and mailboxes may be ordered via phone: 1-800-856-6983. Address numbers affixed to mailboxes must also be ACC compliant and kept in like new condition. Address numbers must be on both the front of the mailbox (2-inch gold numbers) and on the side of the mailbox (3-inch gold numbers). A mailbox order from A Beautiful Mailbox company includes ACC compliant numbers as well as installation.

J. Broken Irrigation Clocks: Broken irrigation clocks are to be reported to the Management Office or call Emergency Management phone number after hours. Home irrigation clocks are sealed and may not be opened or adjusted by homeowners.

K. Contractors: Work hours for contractors are Monday through Saturday from 8:00 a.m. to 7:00 p.m., except for emergencies. Contractors must leave property reasonably clean of all debris and take all construction material off site after project is completed. Contractor is responsible for all stains on roadways and driveways and must be cleaned or repaired within five working days after completion. No contractor shall dispose of any building materials or waste in lakes or preserves.

L. Driveways: Owners are responsible for the maintenance of the entire driveway.

M. Sidewalk Chalk: Sidewalk chalk must be washable and removed daily.

N. Zero Lots: An owner with zero lot lines may enter a neighbor's lot in order to maintain his/her property.

O. Screens: Owners must maintain all window and pool cage screens as provided in the Declaration.

P. Landscape: Owners are responsible for the replacement of dead sod, plants and trees per County Code.

Q. Tree Trimming: Tree trimming is per landscape contract, includes ornamental trees only. Owners are responsible for pruning hardwoods and palms at their expense.

R. Shrub Height: Shrub height and architectural standards to maintain healthy specimens are determined by the sole discretion of the landscape contractor.

S. Planting: No owner may plant anything on an Association easement.

T. Bird Feeders: Bird feeders are not allowed.

U. Generators: Generators may only be used during power outages and must be placed outside of residence.

V. TRASH AND OTHER MATERIAL

A. Refuse Removal: No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material (trash) shall be permitted on the lots or Association property. For curbside pickup, trash shall be placed in sanitary containers. The clubhouse dumpster is for clubhouse refuse only. Owners may not use this dumpster.

B. Trash Collection: Trash that is required to be placed at the front of a lot in order to be collected may be placed and kept at the curb no sooner than 6:00 p.m. on the day before the scheduled day of collection. Any trash containers shall be removed after pick-up on the day of collection by 6:00 pm. No odors shall be permitted to arise from trash containers so as to render any portion of the community unsanitary, offensive or a nuisance to any owner, to the Association property, or to any other property in the vicinity.

C. No Accumulation of Trash: No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of the community. Lawn refuse properly bundled may be picked up by the landscaper on designated day. No more than four feet long bundled and not more than 40 pounds. No more than two bundles are allowed for pick-up on Thursday. There is an additional pickup by the county on Tuesday. Some restrictions apply. Any questions should be directed to Waste Management at (239) 649-2212.

D. Regular Cleaning: Each owner shall regularly pick up all trash around his/her home and lot.

E. Garbage Storage: Garbage and recycling bins must be kept in the garage.

VI. PARKING AND VEHICULAR RESTRICTIONS

A. Parking: Parking shall be permitted only on driveways and inside garages, except as otherwise provided in section C, below. No overnight street parking from 2:00 am to 7 am is allowed. Daytime street parking is allowed for contractors and guests. Cars parked on the street may not block mailboxes. Also, to allow emergency vehicles access, cars may not be parked on

the street directly across from each other.

B. Driveway Parking: Vehicles parked in driveways shall not obstruct traffic on the streets or obstruct any portion of the sidewalk. No parking on the driveway between the sidewalk and the street or apron is permitted. No parking on the grass is permitted.

C. Recreation Area Parking:

1. Only vehicles used by persons who are actively participating and authorized to use the Recreation Facilities located at the sports park or the clubhouse area (including the swimming pools) are allowed to park in the parking lots located on the Recreation Tracts subject to the exceptions appearing below. Notwithstanding the foregoing, Prohibited Vehicles, other than commercial vehicles providing services to the HOA, may not be parked in the referenced parking lots at any time. Vehicles parked in accordance with the exceptions set forth below, need not be moved during daylight hours unless otherwise directed by the Community Manager. All residents' vehicles must be registered with the HOA and bear an entry bar code.
2. With the exception of each Wednesday, Members may park one (1) vehicle per household overnight in the Recreation Tract parking lots (hereafter the clubhouse lot and the sports park lot respectively) subject the terms and conditions herein. Eight (8) spaces shall be designated in the northeast section of the sports park lot and fifteen (15) spaces shall be designated in the northwest section of the clubhouse lot as indicated with green curbs stops. Members shall be permitted to park in the designated spaces on a first come, first served basis. No permit or pass shall be required.
3. If, in the sole opinion of the board of directors, the demand for overnight parking exceeds the reasonable number of dedicated spaces available, it may direct the Community Manager to issue parking passes that require the pass holder to remove his or her vehicle daily by a specified time in the morning only to return no earlier than 10:00 pm. Further, if there is an event that requires parking spaces to be made available at either the sports park lot or the clubhouse lot, the Community Manager may direct the Members, residents or their visitors to move vehicles from designated spaces or move vehicles parked pursuant to a temporary parking pass until such time that the event has concluded. The board of directors may, from time to time, (a) expand or restrict the number of designated parking spaces or (b) limit the number of temporary parking passes that can be issued for overnight parking.
4. Violation of these parking rules may result in a fine, loss of parking or other amenity privileges or the towing of improperly parked vehicles in accordance with the towing policy set forth in subsection VI (F), below. Any denial of a parking pass application or reapplication may be appealed to the board of directors.

D. Commercial Vehicles/Watercraft: No vehicle or other possessions belonging to an owner or to an owner's family member, guest, invitee or tenant, shall be positioned in such a manner as to impede or prevent ready ingress or egress to another owner's driveway. No overnight parking of watercraft and commercial vehicles is allowed unless within the garage of the home and with the garage door closed. Commercial vehicles are defined as trucks or other vehicles which are used for business purposes, including, but not limited to, any vehicle which displays a company name or logo on its exterior; is adorned with signs, flags, advertisements, or any other type of lettering or graphic of a commercial nature; or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or

visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers, shall be considered a commercial vehicle, regardless of any definition found elsewhere to the contrary. These can only be parked in the garage, not on the driveway.

E. Recreational Vehicles: A Recreational Vehicle may not be parked anywhere in the community outside of a garage for more than twenty-four (24) hours in any seven-day period as provided in section 8.10 of the Declaration of Covenants.

F. Towing Policy: Violation or towing policy will be implemented for offenders. As otherwise provided for in the Declaration, trailers shall not be parked in the community. The following towing policy is adopted to address parking and storage violations. Any violation of the parking or storage requirements set forth at §8.10 of the Declaration or §VI of the Rules and Regulations will cause the offending vehicle or boat to be towed, subject to the following:

1. Before a vehicle or boat may be towed, a warning notice or notice of violation must be given to the owner of the vehicle or boat in question, or in the event of a violation by a guest or invitee, to the Owner responsible for said guest or invitee. If a prior warning notice or notice of violation for parking or storage infractions has not been issued within the previous 12 months to the Owner in question, no towing shall occur, but a notice of violation may be issued.
2. Notwithstanding anything herein to the contrary, a vehicle may be towed in the first instance in the event of an emergency or where the offending vehicle is obstructing traffic or work performed within the Property. In addition, a notice of violation may be issued at the sole discretion of the Board. The Board or its managing agent shall make a reasonable attempt at the time of the parking offense to identify and warn the vehicle owner prior to towing, but actual notice is not required.
3. The cost of towing shall be the responsibility of the owner of the towed vehicle or boat in question. The cost associated with any fine issued in connection with a violation of the parking policy shall be the responsibility of the Owner of the Lot associated with the infraction.

G. Vehicle Repairs: No repairs of vehicles shall be made within the community. The only exception to the preceding shall be emergency repairs and repairs made within the garage of the home and with the garage closed.

H. Vehicle Restorations: No owner shall perform restorations of any motor vehicle, watercraft or other vehicle within the community unless made within the garage of the home and with the garage door closed.

I. Automotive Fluid Disposal: Disposal of drained automotive fluids is not allowed within the community. All such fluids must be taken to disposal site at North Collier County Recycling Center, 9950 Goodlette Frank Road North, Naples, FL (239) 252-8617.

J. Auto Operating Condition: All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.

K. Broken-Down Vehicles: Vehicles which cannot operate under their own power and/or which remain within the community for more than 72 hours shall be towed at the owner's expense.

L. Traffic Laws: All owners must abide by all traffic laws, including following the posted speed limits and coming to a full stop at all stop signs.

M. Parking Restriction Violations: Vehicles that do not abide by parking restrictions are also subject to charges and towing.

N. Notifying Owners: The Board shall make a reasonable attempt to give notice to the owner of an offending vehicle. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

O. Car Washing: Water used to wash cars must drain to a pervious surface or to a water recycling/reuse system.

P. Car Registration: Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the community.

Q. Non-Licensed/Non-Registered Vehicles: The operation of golf carts, motorized scooters, go-carts and other non-licensed or non-registered vehicles shall be prohibited in the community except when used for the transportation of disabled persons.

R. School Bus Parking: Vehicles waiting for the school bus may not park on the circle and may only park on a side street and only one side for emergency vehicle access, and not in the grass. In parking lots, vehicles must be in parking spaces, not in the front circle drive.

S. Barcodes: Upon purchasing a home in Saturnia Lakes, each home shall receive two free barcodes for the owner vehicles. Each additional barcode throughout your residency in Saturnia Lakes, including for new vehicle purchases, additional resident vehicles, and wear and tear or damage to the barcode, is \$25 per barcode. A tenant must pay \$25 for each barcode.

VII. ANIMALS AND PETS

A. General Guidance for Property Owners and Tenants with Pets

House Pets: Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except those dogs prohibited by section 8.3 of the Declaration of Covenants), cats, ferrets, caged or domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, domesticated rabbits and pets normally maintained in a terrarium or aquarium.

1. Unusual Pet Exclusions: Unusual pets shall not be kept, raised, bred, or maintained on any portion of the community, including the home, lot and Association property. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, reptiles, anthropoids, felines (other than domestic cats), canines (other than dogs), rodents, birds, and other creatures other than those listed in subsection (1) House Pets above, or not maintained in a terrarium or aquarium. No poisonous or venomous pets of any kind are permitted. Nonnative or invasive species shall not be permitted. This includes and is not limited to Burmese pythons, iguanas, scorpionfish/lionfish, monkeys, or any other animal defined as invasive in accordance with the Florida Fish and Wildlife Conservation Commission.

2. Pet Registration Form: Pet owners are to observe the Collier County Domestic Animal Services Laws for Pet Owners and are responsible for ensuring that anyone caring for their pet (e.g. dog walker) is aware of Saturnia Lakes Rules and applicable county pet laws.

3. Pet Owners and Caregivers: Pet owners are expected to be aware of Collier County Domestic Animal Services Laws for Pet Owners, and are responsible for ensuring anyone caring for their pet (e.g. dog walker) is aware of Saturnia Lakes Rules and Regulations and county pet laws.

4. Tenants, Visiting Pets and Rescue Animals: Permitted animals that are not owned by a Saturnia Lakes owner or tenant, but are being temporarily housed by an owner or tenant, are subject to the same rules and regulations as if they were owned by an owner or tenant in Saturnia Lakes. Said owner or tenant shall be held responsible for the actions of the animal. Tenants with pets on property must complete the pet registration form and acknowledge their understanding of animal and pet policies upon arrival on property.

5. Financial Responsibilities: Should a financial penalty be assessed; the property owner is ultimately held to be the responsible party as indicated in Section I. In the event of nonpayment of the fine, the owner may be subject to additional penalties which may include, but are not limited to, the placement of a lien on the owner's property.

6. Registrations and Inoculations: All pets shall have and display, as appropriate, evidence of all required registrations and inoculations in accordance with Collier County Laws for Pet Owners. Dogs, cats and ferrets over four months old must have a current rabies vaccination and dogs and cats over four months old must have a valid County license which can be obtained via https://collierpets.docupet.com/en_US/. License and identification with pet name and owner contact information must be affixed to the collar or harness unless the animal is confined.

7. Breeding of Animals: Notwithstanding anything herein to the contrary, breeding, hobby breeding or harboring of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the community Is prohibited.

8. Damage by Pets: Pet owners, and Saturnia Lakes property owners and/or their tenants, who are temporarily housing or caring for an animal owned by another, are responsible for any property damage, personal injury, or disturbance which their pet may cause or inflict. Individuals who keep a pet agree to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his/her having any animals in the community. The liability of property owners and their tenants are equally responsible parties.

9. Pets Outside the Home: No pet shall be left unattended or tied up outside the home, on any screened porch or patio/lanai unless someone is present in the home.

10. Leashed Pets: Any pet shall be carried or kept on a leash within no more than 6 feet of its owner/caretaker when outside of a home or outside of a fenced area.

11. Pet Waste Disposal: Any solid waste shall be immediately picked up and removed from homeowner property and common areas including streets, sidewalks, grassy areas, parks, and bushes. Solid waste shall not be deposited on or within the Association property, except in designated pet waste stations. Waste bags are provided for the convenience of the community at the pet waste stations and shall be taken as needed and not in bulk.

12. Dog Walking Restrictions: Pets are not permitted to be off leash anywhere on the Property including, but not limited to the park. Pets may not be walked on any property owners' Lots or on the Preserve area behind any Lot (absent permission). Pets are not allowed to swim in the lakes or roam in the preserve. Pets are not permitted in Recreation Tracts (pool area, clubhouse, playground, and sports park). No pets shall be walked within the Association's lake maintenance easement, which is defined as 10 feet around the perimeter of the lakes.

13. Female Animals in Heat: Every female animal while in heat shall be kept confined in the home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.

14. Barking Pets: Excessive and prolonged barking (equaling or exceeding 30 minutes in any 60-minute period) is not permitted. If any pet becomes obnoxious to other owners by barking or otherwise, the owner of the pet shall cause the problem to be corrected.

15. Cruelty to Pets: No owner shall inflict or cause cruelty, torture or torment upon, or in connection with, any animal or pet. Animal cruelty, torture or torment is defined as any act, omission, or neglect whereby unnecessary or unjustifiable pain or suffering is caused.

16. Livestock: Livestock, etc. are not allowed in the community under any circumstance.

17. Dangerous and Aggressive Dogs are Prohibited: Whether owned or controlled by residents or guests, dangerous dogs and pets are not permitted on community property. The Board will take all necessary action using all tools available to it, including fines, liens, and any other remedy permitted by applicable law or provision of the Governing Documents to muzzle, remove or act against any animal that is under investigation by Collier County DAS (as evident by a DAS report), or has been deemed dangerous in an action commenced by the Collier County DAS. Notwithstanding the foregoing, the Board reserves its rights set forth in section 8.3 of the Declaration of Covenants.

19. Tethering Pets to Bicycles or Motorized Devices is Prohibited: Riding a bicycle, scooter, go-cart, minibike, etc. (manually powered or motorized) in the street or on the sidewalks with a pet tethered to the bicycle or motorized device is prohibited.

B. Animal and Pet Enforcement Policies: Enforcement of rules and regulations requires robust documentation of infractions. This subsection sets out a process by which incidents involving pets can be reported, describes the documentation needed, and potential consequences when owners and tenants violate animal and pet policies.

1. Pet Incident Report: Any resident who is involved with a pet related incident that violates rules and regulations must complete a Pet Incident Report and submit it to the Saturnia Lakes HOA. Any witness to the foregoing (or other interested party) is encouraged to complete a Pet Incident Report as well. Completing and submitting a Pet Incident Report is necessary for all types of violations and must be accompanied by relevant documentation (e.g. date, time, place, and videos/photos if available) and a detailed description of the pet and owner/caretaker as can be provided. Filing an incident report is necessary for both major violations (e.g. an attack by a pet), as well as violations that may be considered chronic in nature, (e.g. barking dog, failure to pick up pet waste, etc.). Reports will be kept on file in the HOA office for consideration by the Board. This report does not replace the need to file a report to the Collier County Sheriff's Office and to the Collier County Domestic Animal Services (DAS) in the event of a dog attack, abuse, or neglect is suspected.

2. Damage by Dogs and Dangerous Dogs: The Board will utilize the Florida Statutes and Collier County Domestic Animal Services Laws for Pet Owners, as may be amended from time to time, which address Damage by Dogs and Dangerous Dogs to assist in its decision-making when pet incidents are reported. See the Florida Statutes and Dangerous Dog Policy/Procedure Guidance for the Board of Directors and HOA found in the Governing Documents for more information.

3. Responsible Party: In cases in which a fine is assessed, the ultimate liability is held by the property owner, the "responsible party" irrespective of whether the offending pet belongs to the property owner or to a guest, tenant, or contractor for whom the homeowner is responsible.

4. Domestic Animal Services (DAS): For a pet attack of any kind (pet on human or pet on pet) a report must be filed with Domestic Animal Services (DAS). DAS may also recommend filing a police report. Copies of any DAS and/or police report detailing the incident must be submitted by the pet owner to the Saturnia Lakes HOA office for their records and review with the Board.

5. Potential Actions and Consequences: Animal and pet policy violations and pet related incidents include, but are not limited to the following actions and consequences for pet owners and property owners:

Warning Letter – Pet Incident Reports will be reviewed by the HOA and Board and if a violation has occurred a warning letter with corrective action instructions will be issued. If the incident involves a dangerous or aggressive dog the corrective action may require immediate attention and may be escalated to more severe consequences.

a) Pet Owner Education and Behavioral Modification - Corrective action for incidents such as excessive barking, when pets repeatedly slip away from their home or from the hands of their owners/caretakers, for pets that lunge aggressively at people and/or animals, pet owners who fail to pick up pet waste, failure to keep a pet leashed within 6 feet, etc. Examples of action required could include walking one dog at a time or other solutions at the pet owners' expense such as purchasing/using a different type of leash, threshold training, or hiring a certified trainer. A \$100.00 fine would be issued for every subsequent repeat violation reported. At the discretion of the board of directors the pet may be removed from the community.

b) Muzzle Requirement – A muzzling requirement may be applied by the Board as an immediate action in response to a dangerous or aggressive pet involved in an incident that resulted in the issuance of a DAS report. Note that the purchase of a muzzle will be at the pet owners' expense. Muzzle requirements compel the pet owner to muzzle any offending pet any time it is in the community. Notwithstanding the above, a pet subject to a muzzling requirement may be in the confines of its owner's home (indoors) or in a fenced in yard with all entry/access points securely closed without a muzzle. If the owner is determined to be out of compliance with this requirement a \$100.00 fine will be assessed. The fine may be increased incrementally by \$100.00 with each subsequent offense. At the discretion of the board of directors the pet may be removed from the community.

c) Financial Penalties – Fines may be assessed in the case of repeat violations to the Saturnia Lakes rules and regulations and for damage by pets or dangerous pets documented in pet incident and DAS reports. See Financial Responsibilities under Section VII A.4. for more information.

d) Banishment - Removal of a pet from Saturnia Lakes can be imposed at any time if the Board deems the offense justifiably serious. Banishment may be necessary when pet owners are repeatedly out of compliance with Saturnia Lakes Animal and Pet policies and other corrective measures have been unsuccessful. Banishment may also be warranted when a dangerous pet has significantly injured, maimed, or taken the life of a person or pet during an unprovoked attack within the community.

6. Reporting and Referrals - If a human is injured as the result of a pet attack directly or by virtue of an attack on another pet, it must be reported to the Collier County Sheriff's Office and to the DAS. A pet incident report must also be submitted to the HOA Board and management, so they are made aware of the incident and circumstances. The Board will take such further appropriate action that it determines will safeguard the community, including both persons and pets, using its authority under applicable law and the Governing Documents.

7. Pet Census – The Board of Directors, in its sole discretion, may from time to time, order that a pet census occur to determine if pet owners in the community are in compliance with the Saturnia Lakes Rules and Regulations and Covenants relating to pets.

VIII. USE AND ENJOYMENT OF LAKES

Fishing and Watercraft: Owners, or the family members, guests, invitees and tenants of owners, shall be permitted to fish and operate non-motorized or electrically-powered watercraft in the lakes. Notwithstanding the preceding, an owner of a lake lot (i.e., all or a portion of the rear or side property line lies common with a portion of a lake) may access the lakes from that portion of his/her lot that shares the common boundary. If the owner's lot is not a lake lot, or if an owner of a lake lot wishes to access a different lake or another area of the same lake, then access to the lake shall be exclusively from areas of Association property that are immediately adjacent to a lake.

A. Lake Bank Restrictions: Owners shall not be permitted to fish in any lake or lake bank area which Immediately abuts another owner's lake lot.

B. Launching of Vehicles: The launching into and removal from a lake of any permitted non-motorized or electrically-powered water craft by an owner shall be limited to either area within the Recreation Areas so designated by the Board, if any, or that owner's lake lot from shore.

C. Damage to Plants: No removal or damage shall be caused to any littoral plantings. If damaged, the resident is responsible for replacing it.

D. Additions to Grassed Areas: No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the lot are permitted.

E. Swimming and Motorized Fuel-Powered Motor Craft: Swimming and the operation of fuel-powered watercraft in the lakes are prohibited.

F. Storage of Watercraft and Trailers: Watercraft and trailers shall not be stored on a lake bank within a rear yard or otherwise visible in any manner on a lot.

G. Association Responsibility: The Association shall not be responsible for any personal injury or loss.

IX. LEASING OF HOMES

A. Home Rentals: No portion of a home, other than an entire home, shall be rented by the owner, and no home may be rented more than two times in any calendar year. In addition, no home or portion thereof shall be sublet. The maximum lease term is 12 months.

B. Minimum Lease Time: Minimum lease is three months. However, an owner who is currently renting his/her home may continue to do so under the time period guidelines in effect at the time he/she purchased the home, until such time as he/she discontinues renting the home or sells the home. After such time, the grandfathered home will lose its grandfather status and will be

required to meet the current time-period requirements. Applications to approve a lease (including a copy of the lease) and payment of an application fee are required. Homeowners must work with management to provide applicable fee and paperwork to the office. Currently owned homes that have been rented will be grandfathered into previous guidelines effective as of the date of this change. The application and application fee provisions are not grandfathered in and any new lease must meet these requirements.

C. Lease Approval: All leases are to be approved by the Property Manager based on any guidelines provided by the Board of Directors. Rejection of a lease application by the Property Manager may be appealed to the Board of Directors in writing. No owner shall permit a tenant to occupy a home until approval in writing has been obtained by the owner.

D. Tenant's Rights: All leases shall provide that the right of the tenant to use and occupy the home and the Association property shall be subject and subordinate in all respects to the provisions of the Declaration and the rules and regulations.

E. Termination of Leases: Each lease shall provide that the Association shall have the right to terminate the lease upon the tenant's failure to observe any of the provisions of the Association documents or the rules and regulations.

F. Owner's Responsibilities: The owner of a leased home shall be jointly and severally liable with his/her tenant for compliance with the Association documents and the rules and regulations and to the Association to pay assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the owner is responsible. If a home becomes past due in assessments, upon written demand, the tenant will pay the rent directly to the Association in accordance with Florida law.

X. MISCELLANEOUS RULES AND REGULATIONS

A. Signs and Flags: Residents may only exhibit displays, signs, and flags that meet the following conditions: they are not political; contain no profanity; do not interfere with lawn maintenance, are not hand-lettered and are maintained in good condition. Signs advertising business work and architectural changes may be displayed from the day the work commences and removed on the day the work is completed. Signs, displays, and flags may not number more than 2 per homeowner lot, excluding any home sales sign or home security sign. See signage information in the Home Sales Policy. A small security sign is permitted near the front door of a home or in a planting bed.

HOA will accept the following signs:

1. Security sign
2. Home sale sign
3. Vendor work sign during work periods only

HOA will accept the following flags:

1. Sports related flag
2. Garden flag
3. One official United States flag, and one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag

HOA will not accept the following signs or flags:

1. Any political sign or flag
2. Any sign or flag that contains profanity or ones that are hand-lettered
3. Any outdated United States flag other than the official United States flag with the 50 stars and 13 stripes

B. Barbecuing: If an owner barbeques on a covered or screened patio or at a close distance away from the home, then that owner shall take responsibility to clean or paint or any smoke discoloration which may result from such activities. All fire code restrictions are to be followed.

C. Chemicals: Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances, except for propane tanks associated with barbeque grills and those substances used for normal household or yard maintenance use, in any home, it's adjacent yard area, or within any Association property. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions and the fire codes, but in no event shall they be stored in Association property.

D. Moving: Owners or tenants who are moving in or out of the community shall do so between the hours of 8:00 a.m. and 9:00 p.m.

E. Solicitation: All door-to-door commercial solicitation is prohibited. Solicitation on common property is also prohibited. Placing of materials in any portion of mailboxes or on or within any portion of the homes or lots is strictly prohibited unless express written permission is granted by the Board.

F. Hunting, Trapping or the Use of Firearms: Hunting, trapping, or the use/discharge of firearms including but not limited to hand guns, rifles, shotguns, BB guns, pellet guns, paint guns, slingshots and bows and arrows, are not permitted anywhere in the community, including without limitation, the Preserve Areas. This rule shall not prohibit an owner from keeping a lawful firearm in his/her home.

G. Holiday Decorations: All holiday decorations must be removed within 15 days of the holiday. Decorations must be within beds to not impede mowing.

H. Yard Sales: Two annual community yard sale are allowed in the driveways. Only personal friends can be invited, with the name list left at the front gate. The sales are not open to the public.

I. Entry Barcodes: An owner whose account is delinquent will have his/her use of the barcode-controlled entrances suspended and will only have access to the community through the gatehouse. Reinstatement will occur upon his/her account being brought current, submitting a reinstatement request and paying a \$25.00 reinstatement fee. Barcodes must be permanently affixed to the vehicle by the office staff.

J. Improper Use: No improper, hazardous or unlawful use shall be made of the Association property or any home or lot. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

K. Nuisance: No obnoxious activity shall be carried on at any home or lot in or about any portion of the community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other owner or which interferes with the peaceful possession or proper use of the homes or the surrounding areas. Nothing shall be done within the Association property or any home or lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any owner or his/her family members, guests, invitees and tenants using any portion of the community.

L. Drones: Drones may not be operated on or over Saturnia Lakes property.

M. Fireworks: Fireworks that leave the ground or emit any sound are not permitted, as per the Collier County ordinances.

N. Disturbance: No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any lot or inside any home, or exposed to other owners without the prior written approval of the Board of Directors: (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes; (b) noisy vehicles, power equipment, power tools (except for landscape tools) or off-road motor vehicles (which include motorized scooters, dirt bikes, etc.). Also, motorized toys should not be in the street; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others. Generators may be used in the case of power outages limited to the duration of the power outage.

O. Treatment of HOA Representatives and Vendors: Verbal Abuse of HOA board members, committee members, staff, and vendors is prohibited.

XI. GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS

A. Usage: The recreational area shall be solely for the use of the owner and his/her family members, guests, invitees or tenants, subject to the provisions of the Association documents.

B. Owner's Responsibility: An owner shall be held responsible for the actions and conduct of his/her family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.

C. Damage: Any damage to Association property, including the recreational areas or equipment therein, which is caused by any owner or family member, guest, invitee or tenant of the owner, shall be repaired or replaced at the expense of the owner.

D. Use of Recreational Areas: The use of the recreational areas by persons other than an owner or the family members, guests, invitees or tenants of the owner, is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.

E. Residents' Attendance: Residents shall accompany their guests, invites or tenants to the recreation areas. Without prior approval of the Board, no more than four guests per household are allowed in the recreational areas and/or to use the facilities daily, with the exception of parties and events as permitted by these rules and regulations. Guests residing overnight with residents for a short-term vacation are not subject to these restrictions when using the recreation areas, including the swimming pool.

F. Pets: Any pet, other than a certificated service animal, shall not be permitted in the recreational areas.

G. Walkways/Entrances: The walkways and entrances of the recreational areas and the facilities shall not be obstructed or used for any purpose other than ingress and egress.

H. Cleanliness: It is prohibited to litter or cause debris to be put in anywhere on the Association property, including the recreational areas. Owners, their family members, guests, invitees and tenants shall remove or dispose of all rubbish, garbage, trash, refuse or other waste materials generated during their respective uses within any recreational facilities or other Association property. No personal articles shall be allowed to stay overnight in any of the Association property. No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within the Association property, including the recreational areas.

I. Association Responsibility: The Association shall not be responsible for any personal injury or any loss or damage to personal property at the recreational areas, regardless of where such property is kept, checked, left or stored on the premises.

J. Access FOBs: Each homeowner will receive two free FOBs. Any additional FOB is \$25.00 each. Any resident allowing an outsider to obtain a FOB will have his/her privileges taken away. If use rights are suspended, FOB access will also be suspended.

K. Common Areas:

1. No person (including any corporation, company, or other organization, but excluding the Association) shall use any portion of the Common Areas of the Property, including any Recreational Facility owned or operated by the Association (together, the “Common Area(s)”), for any commercial or non-commercial use without the express authorization of the Board. A “use” under this Rule shall mean the provision of services including, but not limited to, lessons, instructions, training regimens, physical therapy, classes, clinics, camps, and entertainment and special events (the “services”). The term “commercial use” shall mean a use under which a fee or emolument is sought or collected in connection with said use. The term “non-commercial use” shall mean a use under which no fee or emolument is sought or collected in connection with said use.
2. Any person who seeks to provide services at any Common Area(s) as a commercial or non-commercial use shall first be subject to Board approval, which approval may be given or withheld at the sole discretion of the Board or if Board so determines, the community manager of the Association. An application to use any portion of the Common Area(s) for a commercial or non-commercial use shall be made through the office of the community manager.
3. An application to use any portion of the Common Area(s) for a commercial or noncommercial use may be denied for any reason. If authorization to use any portion of the Common Area(s) for a commercial or non-commercial use is granted, such authorization may be reasonably conditioned or limited as is deemed appropriate by the Board or its designee. Said conditions may include limitations on: hours and times of use; number of participants and invitees (including a condition that participants and invitees are limited to immediate family members of Owners and Tenants); and the portions of the Common Areas where the use may be conducted. Conditions for authorization may include requirements to provide credentials and references. Conditions for authorization may also include requirements to carry liability insurance and collect waivers from participants insuring and indemnifying the Association and its contractors and employees. Potential conditions shall not be limited to those set forth above. Authorizations shall be temporary and subject to renewal. An authorization may be modified or revoked in the event that (a) the conditions contained in any authorization are breached, (b) the implementation of the use causes a violation of the Rules or Declaration, (c) the implementation of the use causes undo interference with the use of the Common Area(s) in question by the residents of the community, (d) the implementation of the use causes unanticipated wear and tear on the Common Area(s) in question, or (e) any other reason that Board shall determine to be in the best interests of the community. Applications for renewal may be denied for any reason at the sole discretion of the Board or the community manager.
4. Notwithstanding anything herein to the contrary, no group lessons, clinics or camps where more than four (4) people will be in attendance are permitted if such group lessons, clinics or camps are already provided by a contract vendor of the community which contract allows for such services. In the absence of such authorized contract vendor, the right to conduct such group lessons, clinics or camps must be expressly authorized pursuant ¶K(3), above. Use of the Common Area(s) by persons other than (i) Owners or Tenants or their guests, (ii) persons

authorized under this section K, or (iii) persons permitted to use said Common Areas or Recreational Facilities by the Association as contract vendors is not permitted.

The capitalized terms set forth herein shall have the same meaning as set forth in the Declaration.

XII. RULES FOR SWIMMING POOL AREA

A. Lifeguard: THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. The Association and Board assume no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool and/or the pool area. Persons using the pool or pool area agree not to hold the Association or the Board liable for actions of any nature occurring within the pool area.

B. Pool Hours: Pool hours are from:

Pool hours are from: 5:00AM - 10:00PM., seven days per week. Prior to 8:00 AM, the use of the pool facilities shall be restricted to Owners only. No use prior to 8:00AM shall be allowed which is disruptive to the peaceful enjoyment of other residents.

C. Adult Supervision: In the interest of safety, no one younger than 13 years of age shall be allowed in the pool or pool area without adult supervision, which is the minimum age of 21 years.

D. Permissible Pool Devices: Wheelchairs, strollers, child waist and arm flotation devices shall be permitted in the pool area. No rafts and similar flotation devices shall be permitted in the pool area or pool.

E. Code of Conduct: The code of conduct for the pool area included the following:

1. No nude swimming shall be allowed at any age. Incontinent people must wear swim diapers while in the pool. Proper swim attire must be worn at all times.
2. No intoxicants shall be permitted in the pool or beach areas.
3. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the pool area, unless the equipment is used in conjunction with an event or activity scheduled by the Association.
4. No dunking, rough play, profane language, diving or jumping in the pool shall be permitted.
5. No running, pushing, rough play or profane language in the pool area shall be permitted.

6. No radios, tape or CD players, or portable televisions shall be permitted in the pool area without the use of headphones.
7. The lap pool may only be used for lap swimming and Association-sponsored activities only.
8. The kiddy pool may only be used in children under 10 years of age.
9. The Jacuzzi may reach temperatures in excess of one hundred degrees Fahrenheit (100F). The Jacuzzi may not be used at any time by anyone less than 12 years of age. If the permitted user of the Jacuzzi has a health risk, such user should first check with his/her physician before using the Jacuzzi.
10. All persons 16 years of age and younger must be accompanied in the saunas located in the pool restrooms by a supervising adult over the age of 21.
11. Use of the pool area shall also be governed by all other applicable rules and regulations adopted by the Board, including, but not limited to, those concerning the "General Use of Association Property and Recreational Areas."

F. Use of Pool Furniture and Equipment: Use of pool furniture and equipment includes the following:

1. Pool furniture shall not be removed from the pool area.
2. Chairs and tables may not be reserved anywhere in the clubhouse/pool area.
3. Pool furniture and equipment shall not be modified, altered or changed in any manner.
4. Towels must be used on pool chairs.
5. Pool furniture used at the beach must be returned to the pool area by the owner before leaving.

G. Health and Safety Considerations: Health and safety considerations include the following:

1. All users shall shower before entering the pool.
2. No soaps or shampoos shall be used at the pool-side shower.
3. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool.
4. No glass containers or other breakable objects shall be permitted in the pool area.
5. All belongings shall be removed when the user is leaving the pool area. The Association and its Board shall not be responsible for any belongings lost or stolen.
6. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around the pool area provided for this purpose or removed from the pool area. Excessive trash to be removed by owner from the area.
7. A five foot walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the pool area shall not otherwise be blocked.

8. In accordance with health department regulations, no food, drink or animals are permitted in the pool or on the pool wet deck (the area within five feet of the pool).
9. If a permitted user of the spa has a health risk, such user should first check with his/her physician before using the spa.
10. No cooking of any type is allowed anywhere in the clubhouse/pool area.
11. Use of the area by fitness center shall not obstruct the walkway or doorways.
12. No smoking is allowed within the gated clubhouse/pool area.

XIII. RULES FOR THE TENNIS COURTS

A. Responsibility: PLAYERS SHALL PLAY AT THEIR OWN RISK.

B. Tennis Court Use: The tennis courts may be used as follows:

1. The tennis courts are open for play from 7:00 am to 10:00 pm.
2. During the hours of 7:00 am to 12:00 noon, players shall maintain low noise levels.
3. Play shall be limited to one and a half hours for play. Play may continue provided no other players are waiting at the expiration of the preceding time limits. This provision is not applicable to league play.
4. Paragraphs 2, and 3 appearing under this subsection B shall not apply to any tennis professional who is under a duly authorized contract entered into with the Association to provide, among other things, tennis instruction, either individually or in classes, camps or clinics.

C. Specific Tennis Court Restrictions: Specific restrictions include the following:

1. There shall be no boisterous, illegal, destructive, dangerous, or similar behavior at the tennis courts.
2. The tennis court is restricted to the playing of tennis only.
3. No one shall be permitted on the tennis courts except those persons playing tennis.
4. Roller skates, skateboards, roller blades, bicycles, scooters, balls other than tennis balls and other play/exercise equipment shall be prohibited on the tennis courts.
5. No intoxicants or food shall be permitted on the tennis courts.
6. All belongings shall be removed from the tennis courts when play is complete. The Association and Board shall not be responsible for belongings lost or stolen.
7. No tennis player is to attempt any maintenance of the courts except by or at the direction of the tennis professional.
8. The owner is responsible for removing/putting away all stray balls that leave the tennis area or over the fence.

D. Code of Conduct for the Tennis Courts: Players must abide by the following:

1. Boisterous or profane language shall not be used by players or spectators.
2. Walking behind the playing area while a point is being played shall be prohibited.
3. Entering or leaving a court shall occur when the play of other players is between points.
4. Only proper tennis attire and shoes shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the tennis courts. Black soled sneakers shall not be permitted.
5. If a reservation schedule is maintained by the Association or the tennis committee, the following shall apply:
 - a) Names of all persons making reservations shall be posted with the requested time.
 - b) Reservation schedule is limited to two reservations per unit per day and no reservations may be made more than one week out.
 - c) Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
 - d) If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.
6. There shall be a Tennis Committee consisting of residents who are familiar with the game of tennis. The Tennis Committee shall supervise the use of the courts and bring all problems that may arise to the attention of the Board. All special events, lessons and planned activities shall be scheduled and approved in advance through the Tennis Committee.
7. Use of the tennis courts shall also be governed by all other applicable rules and regulations adopted by the Board, including, but not limited to, those concerning the "General Use of Association Property and Recreational Areas."

E. League Play

1. Any Owner or Tenant using the tennis courts for league play must reserve court use through the chairman of the tennis committee or such other person as directed by the Board.
2. No reservation for league play shall be confirmed unless (i) the team captain has provided the names of the players on the team roster to the tennis professional and the chairman of the tennis committee, (ii) the team roster must identify all Saturnia Lakes residents, (iii) no more than three (3) courts are requested, (iv) the court reservations are no earlier than 11:00 am and ending no later than 3:00 pm or beginning no earlier than 7:00 pm and ending no later than 10:00 pm, (v) each home team shall consist of a certain minimum percentage of Saturnia Lakes residents, which minimum percentage shall be established and may be amended by the Board and (vi) all non-residents have paid the required fee.

3. The tennis professional shall designate which courts shall be used for league play and whether the courts are playable. Once courts have been reserved for league play, the tennis professional and the chairman of the tennis committee shall be notified by the team captain in advance if the courts will not be used.

4. Fees for league play shall be established and amended by the Board at its sole discretion.

5. For league play commencing in the morning, at least one court must be available in the morning for community play. For evening play at least one court must be available from 7:00 pm to 10:00 pm for community play. No league play may continue past 10:00 pm. The Board reserves the right to limit the amount of league play.

6. The captain of any Saturnia Lakes team must be an Owner or Tenant. Said captain shall maintain a current roster of players and submit (i) the roster to the tennis chairman and (ii) all necessary fees collected from team members to the community manager. If a Saturnia Lakes team appears on any USTA, CTA or similar website which posts the team roster, the roster and identified captain must match the roster submitted to the tennis chairman. Residents who have met the minimum skill level of a team shall be given priority when selecting players.

7. All applicable Rules shall apply to those persons using the tennis courts.

XIV. RULES FOR THE CLUBHOUSE

A. Clubhouse Use: General rules include the following:

1. The clubhouse, which, for the purposes of this Section XIV, includes all of the Improvements that comprise the clubhouse area including the swimming pool area, may be used during these hours: 5:00AM – 10:00PM., seven days per week.

2. The clubhouse shall not be used at any time for religious services by any sect, cult or group, with the following exception: in the spirit of respect and togetherness, a table decoration of artificial candles, Menorah and a Christmas tree may be displayed in the clubhouse during the December holiday season.

3. All belongings shall be removed from the clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.

4. No immoral, offensive or unlawful use shall be made of the clubhouse. All laws and regulations of the applicable governmental entities shall be strictly observed.

5. No signs, notices or photos shall be posted on any of the walls or windows of the clubhouse, other than bulletin boards, if made available by the Association for that specific purpose.

6. Use of the clubhouse shall also be governed by all other applicable rules and regulations adopted by the Board, including, but not limited to, those concerning the "General use of Association Property and Recreational Areas."

7. There is a wireless wifi connection in the clubhouse areas. Check with the office for the password.

B. Code of Conduct for the Clubhouse: The following must be observed:

1. No smoking in the clubhouse or any rooms therein shall be allowed.
2. Proper attire shall be worn in the clubhouse.
3. Bare feet, bare chests and swimsuits shall be prohibited in the clubhouse, other than to use the restroom facilities, provided the entry to and exit from the clubhouse is through the door adjacent to the restrooms directly accessing the pool area.
4. When the social hall and kitchen are in use by an owner who has properly reserved the facility, no other owner shall be permitted in those areas, other than for ingress and egress.
5. There shall be no boisterous, illegal, destructive, dangerous, or similar behavior at or in the clubhouse.
6. Use of personal devices without headphones or earbuds is not permitted indoors in any of the improvements comprising the clubhouse area and all cell phone voice conversations must be conducted out of doors for users of the Exercise Room, Arts Room and the Billiards Room unless the cell phone user is alone in the room for the entire call. In addition, all cell phone voice conversations must be conducted out of doors for users of the Java House and Card Room unless a) the cell phone user alone in the room for the entire call or b) the cell phone user is among a group of two or more, the group members are the sole occupiers of the room in question and all members of the group agree to the call. Notwithstanding the foregoing, these restrictions on cell phone use do not apply to the property manager or his or her staff or to any person or group who is conducting HOA business, including HOA committee meetings.

C. Renting of the Social Hall and Catering Kitchen: The social hall and kitchen may be rented under these conditions:

1. Renting of the social hall and kitchen by owner for his/her private use shall be permitted, subject to availability and the payment of scheduled fees and deposit as determined by the Board. All applicable fees will be deducted from the deposit and the balance will be refunded. Owners wishing to reserve the social hall and kitchen must

contact the Property Manager to reserve a date and time. A deposit shall be due and payable at the time of reservation in the amount determined by the Association, a portion of which shall be non-refundable if there has been damage or misuse or theft to the social hall and kitchen or its components and if the social hall and kitchen are not left clean. The amount of the required deposit and the non-refundable portion of the fees may be amended by the Board at any time and from time to time.

2. Multiple rooms can not be used for one event. (For example, the social hall and the card room can not be reserved for one event.)

3. Owners renting the social hall and kitchen for use by any social, fraternal or political organization shall be prohibited. *Birthdays, weddings, anniversaries, graduations, etc. are acceptable.

4. All reservations for the use of the social hall and kitchen are to be approved by the Property Manager based on any guidelines provided by the Board of Directors. Rejection of a reservation application by the Property Manager may be appealed to the Board of Directors by request in writing. Questionable applications may be referred to the Board of Directors by the Property Manager.

5. The social hall is only rented one time per weekend (Friday, Saturday, Sunday), to allow for set up and clean up.

6. Any owner or other authorized person reserving the social hall and kitchen shall have the care and control of the social hall and kitchen during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the social hall and kitchen, their furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under his/her care, custody and control.

7. Any owner or authorized person using the social hall and kitchen shall be responsible for the care and cleaning of the facility, including the kitchen and bathrooms. All furnishings and equipment shall be replaced to the previous locations, but in no event shall they be removed from the social hall and kitchen.

8. Major community meeting dates shall supersede the use of all other events in the social hall and kitchen.

9. Overflow parking for large events in the social hall is allowed on one side of Saturnia Grande only. No parking within 20 feet of an intersection is allowed.

D. Rules for Use of Exercise Room: The exercise room may be used under these conditions:

1. All equipment shall be used at the risk of the person exercising.

2. In the interest of safety, all persons younger than 13 years may use the Exercise Room only when accompanied by a supervising adult who is a Saturnia Lakes resident who has attained the age 21 years.

3. Athletic shoes and shirts shall be worn at all times.

4. As a courtesy to others, people exercising are requested to allow others to work out with them.
5. A 30-minute time limit shall apply on all cardiovascular equipment when someone is waiting.
6. Equipment shall be wiped down after usage.
7. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board.
8. Use of personal devices without headphones or earbuds is not permitted and all cell phone voice conversations must be outside of the Exercise Room unless the cell phone user is alone in the room for the entire call.

E. Rules for Use of the Java House: The Java House may be used under these conditions:

1. Shoes and shirts must be worn at all times. No wet swimsuits are permitted.
2. If tables or chairs are moved or rearranged for an event, they must be replaced in their original positions upon event completion.
3. Food and beverages may be served.

F. Rules for the Billiard Room: The billiard room may be used under these conditions:

1. There is a one-hour time limit on the billiards tables if other users are waiting to use the billiard table.
2. No food or drink is permitted in the Billiards Room.
3. Shoes and shirts must be worn at all times. No wet swimsuits are permitted.
4. The billiards table shall be used only for its intended use. Use of the pool cues shall be limited for the play of pool and the pool cues shall be handled properly and with care.

G. Basketball Half-Court Rules: These rules must be followed:

1. Play at your own risk.
2. The court is for Saturnia Lakes residents and their guests only.
3. Play limit is one hour when others are waiting.
4. No roller skating, rollerblading, skateboarding or bicycles are allowed on the court.
5. No food, breakable containers or intoxicants allowed on the court.
6. The Association and its Board are not responsible for belongings lost or stolen.
7. Proper shoes are required on the court.

8. No profane language or unsportsmanlike conduct shall be allowed in the basketball area and no boisterous, illegal, destructive, dangerous, or similar behavior shall be allowed.

9. No smoking or pets are allowed on the basketball courts.

H. The Arts Room: These rules must be followed:

1. The studio shall remain locked when not in use.
2. No food or beverage is allowed in the studio.
3. Shoes and shirts must be worn in the studio at all times. No wet swimsuits are permitted.

I. Arts and Crafts: These rules must be followed:

1. Arts and crafts events must be scheduled with the office. A room will be made available for these activities.
2. If tables or chairs are moved or rearranged for an event, they must be replaced in their original positions upon completion of the event.

J. Card Room: These rules must be followed:

1. Shoes and shirts must be worn at all times. No wet swimsuits are permitted.
2. If tables or chairs are moved or rearranged for an event, they must be replaced in their original positions upon completion of the event.
3. Beverages & Food are allowed.

XV. RULES FOR VOLUNTEER MEMBERS OF THE SATURNIA LAKES HOMEOWNERS ASSOCIATION (“HOA”)

A. The Board of Directors

1. The HOA acts upon a majority vote of its board of directors (the “BOD”). Individually, the directors have no power to act on behalf of the HOA and shall refrain from doing so or giving the appearance of authority when none exists.
2. The HOA By-Laws describe the authority given to duly appointed officers. An officer has no authority to act on behalf of the association unless expressly authorized by the By-Laws or upon a majority vote of the BOD. Officers will recognize that obligations set forth in the By-Laws may be subsumed by a management agreement.
3. Directors shall not disseminate HOA business, including documents, to unofficial outlets, such as public media, social media sites or any other outlet that might reach the general public.
4. Directors shall not criticize any member or critique the performance of any member volunteer in any public media, on any social media site or any other outlet that might reach the general public. If deemed necessary by a director, any

such commentary shall be submitted to the BOD or the community manager. Defamatory comments must be avoided.

The current management agreement authorized by the HOA provides that the management company has been granted “all authority and powers required to perform” the services set forth in the agreement. The agreement provides further that the HOA “shall not interfere, nor permit, allow, or cause any officers, directors, or members to interfere with [the management company] in the performance of its duties or the exercise of any of its powers” under the agreement. Subsequent management agreements will likely contain similar restrictions on HOA behavior.

When there is a community management agreement in place:

5. Individual directors must be careful in communications with the community manager regarding the performance of management duties so as to refrain from interfering with those duties. Individual directors must utilize the Board Designee, or similar contact person, when required by the agreement.
6. Individual directors shall not communicate with HOA vendors or contractors or direct their work, or encourage others to do so, since such activities may interfere with the performance of the management company’s duties.
7. Directors shall be mindful of the fact that the community manager, and associated staff, have a wide variety of duties and that requests for information and assistance should be made judiciously. Repeated requests for the same information should be avoided.
8. Directors shall not criticize the community manager, or associated staff, or critique the performance of the community manager or any staff in any public media, on any social media site or any other outlet that might reach the general public. If deemed necessary by a director, any such commentary shall be submitted to the BOD. Defamatory comments must be avoided.

B. Board Liaisons and Committee Meetings

1. A Board Liaison assigned to a committee will attend meetings of that committee as needed, with the primary purpose of guiding the committee towards general board of director initiatives and directives.
2. A director acting as a Board Liaison acquires no supervisory power to act on behalf of the Association or to govern or direct the work of the committee. The work of the committee will be governed by the committee chairperson.
3. A committee may request the BOD to (a) replace a Board Liaison or (b) dispense with the appointment of a Board Liaison.
4. If a committee meeting is open to the members, then a director has the same right to attend as any other member. Similarly, a director has the same right to speak during any comment period as any other member. However, if a quorum of directors attends a committee meeting and they discuss association business, such discussion would violate applicable state law and must be avoided.

C. Committee Members

Individual committee members shall be familiar with the policy statement adopted by the BOD entitled *Committee Structure*.

1. A committee member does not have authority to act for the HOA by virtue of being a member.
2. Committee members will act on committee business only upon the direction of the committee chairperson or upon the majority vote of the committee.
3. Committee members shall not communicate with HOA vendors or contractors, or direct their work, without authorization of the community manager or the committee chairperson.
4. Committee members may obtain quotes for goods or services upon the direction of the committee chairperson, upon the majority vote of the committee or upon the consent of the community manager.
5. In recommending new committee members to the BOD, the committee members should vet each applicant's level of talent and experience in the field such that the committee can achieve its responsibilities in a timely fashion.
6. Committee members shall not disseminate HOA business, including documents, to unofficial outlets, such as public media, social media sites or any other outlet that might reach the general public.
7. Committee members shall not criticize any member or critique the performance of any member volunteer in any public media, on any social media site or any other outlet that might reach the general public. If deemed necessary by a committee member, any such commentary shall be submitted to the BOD or the community manager. Defamatory comments must be avoided.

D. Committee Chairperson

1. The committee chairperson shall establish the date for each committee meeting at a frequency that allows the committee to achieve its purpose.
2. The committee chairperson shall set the agenda for each meeting and strive to provide the agenda to the committee members in advance of each meeting.
3. The committee chairperson shall run the meeting. Each member shall be given a fair opportunity to participate in the discussion of each agenda item.
4. The chairperson shall determine when non-member attendees shall be allowed to address the meeting, making certain that each non-member attendee is permitted not less than three (3) minutes to speak.
 - There is no requirement in any applicable law or provision of the HOA governing documents that non-member attendees are entitled to a Q&A session during the meeting. Q&A sessions are permitted at the discretion of the chairperson, but not required.
5. The committee chairperson shall report to the BOD on the activities of the committee when requested to do so or if an issue arises before a reporting date, when then committee chairperson so determines.
6. The committee chairperson may appoint a member designee to act as chairperson.

The designation shall define the parameters and purposes of the appointment. Such designee shall act as the committee chairperson for the purposes of the appointment until such designation terminates.

XVI. BOARD OF DIRECTOR ELECTION CAMPAIGN PROTOCOL

1. When campaigning, candidates shall observe the following:

- a. Mail addresses of the owners shall be made available upon request by the Community Manager. E-mail addresses shall not be made available by the Community Manager.
- b. Candidate Bios will be emailed to the community and placed on the Saturnia Lakes Channel prior to the Meet the Candidates Night. They will also be included in the next Newsletter following the deadline for candidates to submit their Intent to Run Form.
- c. Criticism of candidates, other homeowners and the management team as long as the candidate strives for the criticism to be truthful and factual. Defamatory comments are not permitted.
- d. Newsletter articles shall not be used for campaigning.
- e. Candidates, their supporters or any other person (other than community management staff) are not permitted to carry or supply proxy ballots to any potential voter or assist any potential voter to complete a proxy ballot.
- f. All existing laws and rules shall apply, such as but not limited to, the prohibition of placing anything inside a mailbox. The current rule regarding use of signs and the prohibition of placing materials on or within any portion of the homes, shall also be in effect during campaigning.

A. Meet the Candidate's Night

1. There shall be a meeting to be known as Meet the Candidates Night which meeting shall be organized and noticed by the Community Manager.
2. The Meet the Candidates Night shall be hosted by the Community Manager.
3. The Community Manager shall formulate and solicit potential questions from homeowners. The questions shall be presented to the candidates by the meeting host.
4. The questions may be edited for clarity by the host and may be limited due to number. The questions shall be kept securely and not revealed to anyone prior to the meeting. Time permitting, attendees at the meeting may also ask questions that are not repetitive or are defamatory.
5. Each candidate shall be given three (3) minutes to make an opening presentation at the outset of the meeting.
6. Other than the candidate's three-minute opening statement, electronic devices may not be used during the event. The Community Manager shall not assist any candidate in the production of a presentation video.
7. Candidates are not required to participate.
8. The Meet the Candidates Night shall be held prior to the commencement of voting.

B. Voting and Counting the Ballots

1. Voting shall be conducted in accordance with the relevant sections of the Governing Documents. Electronic voting shall be permitted in accordance with applicable law.
2. Ballots shall be counted at a special meeting called for that purpose. The Community Manager shall schedule and notice the meeting.
3. A four-person Ballot Counting Committee of homeowners and up to two alternates shall be appointed by the Board of Directors. Support of a candidate shall not disqualify any member from selection as an observer. Counters appointed shall not reside with or be related to candidates or the board.
4. Ballot counting shall take place in private. Ballot counters shall in pairs shall count ballots. When more than two ballot counters are utilized, each pair of ballot counters shall exchange ballots with the opposite pair of ballot counters to confirm vote totals.
5. The ballot counting process shall be supervised by the HOA attorney. Ballot counters shall operate in pairs to count ballots. comply with any directions given by counsel. Ballot counters may not possess any electronic device capable of transmitting any voice or written message while in the ballot counting room. Once the ballot counting is completed, BOD counsel shall announce the vote totals to the members assembled at the Special Meeting.

C. Enforcement

1. These Rules shall be enforced in accordance with applicable provisions of the Governing Documents including, but not limited to, Section 13 of the Declaration of Covenants and Article 8 of the By-laws.
2. Allegations of the violation of any provision of this Rule may be made by any person who shall supply all proof of such violation to the Community Manager.
3. Any investigation and enforcement proceeding shall be addressed as quickly as reasonably possible and take precedent over other pending enforcement matters.

XVII. MEETING DECORUM

At any meeting of the Board of Directors of the Saturnia Lakes Homeowners Association, Inc. (the "Board") or any meeting of the Members, the following rules of decorum shall be observed:

A) General Rules of Decorum. Any person wishing to speak at a meeting must first identify themselves by name and address. All remarks shall be addressed to the Board as a whole unless responding to a question from a Board director. Persons addressing the Board shall not interrupt other speakers or make personal, impertinent, unduly repetitive, slanderous, or profane remarks to the Board, Staff, or general public, nor use loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or otherwise impedes the orderly conduct of any Board or Members meeting. No person present at a Board or Members meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any such meeting.

B) Enforcement of Decorum. Upon a majority vote of the Board, an offending party may be

ordered to vacate the meeting for committing any of the following acts of disruptive conduct with respect to any meeting of the Board or meeting of the Members:

- 1) Disorderly, contemptuous or insolent behavior toward the Board, any director thereof or any other meeting attendee, which interrupts the due and orderly course of said meeting; or
- 2) A breach of the peace, boisterous conduct or violent disturbance, which interrupts the due and orderly course of said meeting; or
- 3) Any other unlawful interference with the due and orderly course of said meeting.

Any person ordered to vacate the meeting shall be excluded from further attendance at the meeting in question, unless permission to attend is granted upon motion adopted by the Board or the Membership. In the event that the offending party refuses to leave the premises upon the issuance of an order to leave, the Board or the Membership may temporarily recess the meeting or adjourn the meeting to a new date. In addition, any offending party may be subject to enforcement of violations under Section II of the Rules and Regulations of the Association.

XVIII. DECORUM TOWARDS ASSOCIATION VOLUNTEERS AND REPRESENTATIVES

Saturnia Lakes residents and their guests shall treat Board Members, Committee Members, Association staff and Association contractors with respect and shall not make personal, slanderous, or profane remarks nor use loud, threatening, personal or abusive language. Further, residents and guests shall not engage in disorderly conduct that disrupts or otherwise impedes Association business.

This rule shall be subject to enforcement of violations under Section II of the Rules and Regulations of the Association.