

**RULES, REGULATIONS, AND POLICIES OF
PALM ISLAND HOME OWNERS ASSOCIATION, INC.**

RECREATION FACILITY

The Association's Declaration of Protective Covenants, Conditions, Restrictions, and Easements, Article VI., Restrictions, Section 6.29, Additional Use Restrictions, states: "The Board of Directors of the Association may adopt reasonable additional use restrictions, rules or regulations, applicable to all or any portion of the Property and to waive or modify application of the forgoing use restrictions with respect to any Lot(s) or Dwelling Unit(s) as the Board, in its sole discretion, deem appropriate."

1. **Speed Limits:** Fifteen miles per hour (15 MPH) or under must be observed along with all other signs.
2. **Pool/Spa:** WARNING! No Lifeguard on Duty! Posted rules and signs must be observed by all residents, their family members, and guests. Hours are 8:00 AM to 11:00 PM, or as may be posted from time to time. Residents may bring a group of up to six (6) persons, including themselves (resident is required to be present) to the pool/spa area at one time. No jumping or diving at any time. Age limits and adult supervisory changes may be made and posted as needed.
 - a. No glass is allowed at/on the pool or spa decks.]
 - b. No food is allowed in the pool/spa or immediately adjacent to the pool/spa wet deck.
 - c. Appropriate swimwear is mandatory. Thong bathing suits are not considered appropriate for our family environment. **No swimwear may be removed in or around the pool and spa areas.**
 - d. While pool and spa are being serviced, members and guests must leave the pool or spa. When repairs are necessary, for safety and liability purposes, the area will be closed off to all.
 - e. For health and safety reasons, children the age of 12 and under must be accompanied to the pool by an adult at least 18 years of age or older who is a resident.
 - f. Any HOA scheduled calendar activity for the pool cannot monopolize the area so as to exclude other residents from using the facilities. Members have the right to use these facilities when desired during posted hours.
 - g. Flotation devices allowed are "noodles," rings, and comparable items. Rafts, floats, chairs, or any similar items are allowed at those times when there are only a few people in the pool and must not interfere with movements of others.
 - h. Persons who cannot swim must wear appropriate safety devices. The Association assumes no responsibility for mishaps.
 - i. Small children wearing diapers **are not allowed in the pool without leak-proof swimwear and flotation equipment.**
 - j. No urinating or defecating is allowed in the pool. For health and safety reasons, please notify the Association when defecation has occurred in the pool.

IMPORTANT! Because of high spa temperatures, physicians recommend that adults minimize the time spent in the spa. For health and safety reasons, and based upon recommendations by the U.S. Centers for Disease Control and Prevention, children the age of 5 or under are not allowed to use the spa at any time. People with specific health conditions (i.e. heart disease, diabetes, etc.) and people who are pregnant should check with a physician before using the spa at all. **Please adhere to all posted signs, most of which are required by the Lee County Department of Health.**

3. **Game Room:** Guests and/or children the age of 12 and under must always be accompanied by a responsible resident adult, 18 years or older. Failure to abide by these rules may result in a fine. The Game Room is open from 6:00 AM to 11:00 PM.

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4. **Tennis Court:** The tennis court is for residents and their guests; an adult resident must be present at all times. No playing on the court past 10:00 PM.
5. **Clubhouse:** *Community Use.* Residents may use the clubhouse for activities such as playing cards, games, crafts, book club, and the like, without paying a fee. Community residents may enter and leave the premises during such events, however please be respectful to those engaged in group activities. Only service animals are permitted in the clubhouse and game room, all others are prohibited. The clubhouse is open from 6:00 AM to 11:00 PM.
 - a. *Community Reserved Parties:* Residents may rent only the clubhouse for private use, with at least a thirty (30) day notice, provided the date is open on the clubhouse calendar. The rental does not include the game room, pool, or spa, and residents have the right to use these other areas during the hours that are posted. Private events that entail closing the clubhouse and clubhouse deck areas are subject to a cleaning/damage deposit as outlined in the contract. If premises are not cleaned, the deposit will be retained by the Association. If damage occurs, the cost of any repair or replacement will be the responsibility of the renter as specified in the Association's signed contract. Total number of attendees may not exceed the posted lawful capacity of 70 persons, as determined by the Lee County Fire Department. Those renting the clubhouse have use of the kitchen appliances, but may **NOT** use community supplies, pots, pans, dishes, flatware, trash bags, brooms, dust pans, etc. Renters must supply these items.
6. **Clubhouse Rental:** \$75 is the cost to the rent the clubhouse for a period of 6 hours, including setup/decorating and cleanup. Any use of the clubhouse beyond the 6 hours will be charged another \$50 for each 4 hour period. \$150 is the refundable deposit following completed and verified checklist.
7. **Clubhouse Dumpster:** The dumpster is for the pool and clubhouse events garbage only. No resident is to place any waste in or near the dumpster. The Palm Island community has waste pickup service on Wednesdays. As a good neighbor, if you see someone using this dumpster, you can record the license plate number and send that information to our email address PIHOA1@comcast.net. See something, say something!
8. **Alcoholic Beverages:** No beer or alcoholic beverages may be sold at any function in Palm Island. Liquor is strictly on a BYOB basis. No storing of personal beer or alcohol is permitted in the clubhouse or game room.
9. **Motorized Vehicles:** Any vehicle that requires a license for driving on public streets must be licensed to drive at the Palm Island Recreation Facility except for those used by handicapped persons. Golf carts, whether battery or gas powered, may be driven at the Palm Island Recreation Facility by persons with a driver's license. No ATVs are allowed.
10. **Parking:** No parking on grass at the Recreation Facility or other common property unless there is mitigating circumstances such as tropical storms, hurricanes, high winds, fallen trees, and the like. Residents are responsible if family members or guests cause damage to the grass or irrigation system

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and fines may be imposed. Non-authorized vehicles will be towed away at the vehicle owner's expense. Towing signs are posted by the gates and clubhouse.

- 11. Marina Slips and Boat Trailer Parking:** Contracts for Rental, Hold Harmless Agreements, and insurance requirements for marina slips or parking rental are available in the office and are incorporated herein by reference. Completed forms must be submitted to the office. Rentals are strictly limited to property owners or lessees of the Association and Palm Island Phase II residents under the Reciprocal Use Agreement. The Dockmaster will review the submitted request and inform the resident if a space has been approved for their use. No one shall park or use a space without prior approval. Failure to do so will result in their property being towed at owner's expense. The wet slips and boat trailer parking spaces are **NOT** available to property owners who have boat dock capabilities. The Board has the right to modify provisions of the contract by majority vote at a properly called Board meeting. The "Dry Boat/Trailer Parking/Wet Slip Rental Space Rules and Regulations Updated 6/19/2023" are attached hereto and incorporated herewith.
- 12. Recreational Vehicles of All Kinds – Campers, Motor Homes, etc.:**
- a. **Prohibited:** Sleeping in the vehicle.
 - b. Loading, unloading, or cleaning, should be conducted in your driveway.
 - c. Only property owners or lessees of the Association may park in the Recreational Facility overnight in the long Parking Space No. 1. You must leave a phone message at 239-995-5371 or send an email to PIHOA1@comcast.net, care of the Dockmaster **at least 3 days in advance** of the date you wish to temporarily park overnight at the Recreational Facility. You must provide your name, phone number, a good email address, your Palm Island property address, dates needed to park, and the license plate number of the vehicle. The information will be reviewed and the requestor will be notified of the availability and approval to park. Unauthorized vehicles will be towed at the vehicle owner's expense.
 - d. Visitor parking of a recreational vehicle at the Recreational Facility is not allowed. Off-premise parking is required.
 - e. The Association assumes absolutely **NO** responsibility for any loss or damage to any vehicle parked anywhere on common areas or private property.
- 13. Pet Waste and Pets:** All pet waste must be immediately picked up by residents and guests when walking pets and proper disposal is expected to be made. Fines for not doing so may be imposed. No pets are permitted in or around the pool and spa areas, or inside any of the buildings. Per our governing documents and Lee County, all pets must be on a leash at all times while in public.
- 14. Smoking & Vaping:** The use of tobacco or vaping products is prohibited in or near the pool or inside Recreational Facility buildings.
- 15. Political Flags, Candidate Signs, Political Banners, etc.:** These are not permitted on any part of the Recreation Facility or common ground areas.
- 16. Fishing in Lakes and Ponds:** Fishing is prohibited in lakes and ponds. Fishing in the canals is allowed at the boat docks at the Recreation Facility.

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- 17. Feeding of Wildlife is Prohibited:** In conjunction with Lee County Ordinance, Muscovy Ducks are an invasive species and are not to be fed. In addition, the feeding of all wildlife within the Palm Island community is prohibited, with the exception of birds that can be fed from a bird feeder in the resident's backyard.
- 18. Failure to Observe Posted Signs:** The failure to observe posted signs will result in fines appropriate to the infraction, at the Board's discretion.
- 19. Violation:** Violation of any of these Rules, Regulations, and Policies of Palm Island Home Owners Association, Inc., Recreation Facility, shall be subject to enforcement action, including, but not limited to, the levying of fines and/or suspensions, presuit mediation, and/or legal action in accordance with Florida law.

I declare that the above Recreation Facility's Rules, Regulations, and Policies were discussed and passed by unanimous vote by the Board of Directors at the quarterly meeting of Palm Island Home Owners Association, Inc., on _____, 2024, and will be recorded in the Lee County official records in accordance with the Section 720.301, Florida Statutes. Copies will then be distributed to all homeowners of the Association and posted in a conspicuous place in the clubhouse.

Sign: _____

Print: _____

President and Chairman of the Board

Date: _____

PALM ISLAND HOMEOWNERS' ASSOCIATION, INC. (PIHOA)

Dry Boat/Trailer Parking/Wet Slip Rental Space Rules and Regulations Updated 06/19/2023

Lessee: PIHOA Phase 1 or Phase 2 registered Homeowner

Dry Boat/Trailer Rental: is for Storage in the Parking lot of a boat or other watercraft on the trailer or a trailer by itself.

Wet Slip Storage: is for storage of a boat or other watercraft on the dock space indicated on the map and below. Wet Slip storage does not entitle to those renting wet slip, a space for a trailer in the parking lot.

1. For the purposes of this document, Boat/Trailer Rental space refers to all considered currently registered boats and/or registered watercraft and trailers for such. References to PIHOA Phase 1 hereby known as (the Assoc.)
2. Parking Lot Space Number 1 ("long" parking space above the boat launch ramp) is reserved for parking motor homes during the loading, unloading, or cleaning times allowed for those purposes. This is not for long term storage. RV parking exceeding 3 Days will be billed at \$5.00 per day, not to exceed 14 Days. This convenience is supplied on a first come first served basis. An Assoc. board member and the Dock Master who oversee this common area must be informed and have approved parking. Violators of this policy will be towed at the vehicle owner's expense.
3. Parking Spaces 2 through 8 only (six "long" parking spaces above the boat launching ramp) rented for active boaters with boat and trailer in fully operable condition. Spaces 9 and 10 are for **daily use only** by PIHOA Phase 1 or Phase 2 members that want to use the boat ramp for launching their boats and storing their trailers **for the day**. Please see attached map for the exact position of these spaces. Violators of this policy will be towed at the vehicle owner's expense.
4. In addition to Parking space, The Assoc. has 7 Wet Slips available for docking on a short- or long-term basis. These spaces are limited in size and are designed for boats less than 30ft in length and beam of less than 12ft. Spaces 1 and 2 on the attached map are for lessees who have just launched their boat for embarking while parking their trailer or for disembarking and retrieving their trailer. Positions 3 thru 9 can be rented. Violators of this policy will be towed at the vessel owner's expense.
5. Rental Fee for Dry Space rental will be \$125.00 per or partial month. Pro rate charges do not apply. Effective January 2023 as announced in November 2022. Checks will be made payable to the **Palm Island Recreational Facility** and are due on the 1st day of each month and are late after the fifteenth (15th) of the month. Late charges are the same amount as set forth in the homeowner monthly dues currently \$10.00 and subject to change. Dry Space Rental checks can be mailed or dropped at our mailbox or the drop box mail slot on the office door inside the clubhouse. Currently, we do not have an electronic means to accept payment.

6. Wet Slip Rental space will be at a rate of \$75.00 per or partial month. Pro rate charges do not apply. Checks will be made Payable to the **Palm Island Recreational Facility** and are due on the 1st day of each month and are late after the fifteenth (15th) of the month. Late charges are the same amount as set forth in the homeowner monthly dues currently \$10.00 and subject to change. Wet Slip Rental space checks can be mailed or dropped at our mailbox or the drop box mail slot on the office door inside the clubhouse. Currently, we do not have an electronic means to accept payment.

Note: (Revised rate effective July 2023 \$75.00) Originally effective January 2023 as announced in November 2022 the rate was \$125.00.

7. The Lessee using a Dry Space or Wet Slip Space must provide the Assoc. with a completed BOAT OWNER INFORMATION form, proof of insurance, a copy of the current registration for the watercraft, a current registration for the trailer and a signed HOLD HARMLESS AND INDEMNITY RENTAL AGREEMENT form. Insurance updates or changes **must be provided** to the Association **when they occur**. A copy can be mailed, emailed or dropped off in the same manner as the rental fees. The Lessee must have and maintain an email, phone number and backup emergency contact for file.
8. The Assoc. will not be held liable for any theft or damage to boats or for any property on, in or attached to the boats or their trailers.
9. If more boaters wish a space for a boat and trailer than there are available spaces, each Homeowner desiring a space will register with the Assoc. with their intent to rent a Dry Space or Wet Slip Space. When a Dry Space or Wet Slip Space becomes available, it will be assigned to the next Homeowner with the oldest date of application.
 - a. The finalized documents in item 7 must be submitted within 21 days and the Homeowner must take possession and pay the first month's dues by the beginning of the next calendar month
10. If the space is leased by a Homeowner who is not a year-round resident, that Homeowner shall appoint another Palm Island resident who will be available year-round, and be responsible for taking any action necessary to secure the property in case of an emergency due to weather or other unforeseen circumstances. **If a Homeowner ceases to pay for his assigned Dry Space or Wet Slip, it will be assigned to the next homeowner with the oldest date of application.**
11. At the time a boat has vacated their dry parking or wet slip, a notice will be sent via email from the Assoc. to all current lessees that a specific Dry Space or Wet Slip is available. Current lessees will have 5 days to respond if interested moving their boat or trailer to the recently available spot. If so, their respected open spot would be assigned on a first come, first served basis as described in item 9.
12. There is no sub-leasing of Dry Space or Wet Slips permitted. Lessee is expressly prohibited from assigning their space or agreement.
13. The Assoc. prohibits major repairs to boats or engines in rented spaces.

14. While there is electrical 110VAC power in the Wet Slip Area, it is not intended for the purpose of running boat air conditioning or continuous use. It is for battery charging, buffing, and vacuuming on your boat or other short-term use. Only undamaged UL Approved electrical cords are permitted and all lessees must follow all safety precautions. No Electrical cord should be draped or come in contact in the surrounding water for everyone's safety.
15. Water access at each Slip is non-potable water and is to be used for rinsing off and or washing boats within all laws regulating to the use of any boat cleaning chemicals in navigable waterways.
16. Dry Storage and Wet Slips are for *active boaters* as a convenience to the homeowner community and not intended as a *long-term storage solution*. This will be monitored by the Dock Master. Please seek off site storage if that is your intent.
17. Any violation levied to the community due to a boat owner's neglect of environmental or maritime applicable laws will be borne by the Lessee.
18. Enforcement of the rules and regulations: Owners who do not comply with these rules and regulations, Assoc. documents and Florida Statues are subject to fine(s) and must relinquish the space he/she has been allowed to rent.
19. The Board of Directors has the right from time to time to modify, change, delete, and or add to these rules and regulations as it deems necessary. Violation of any of the rules described and or intended will cause for immediate cancelation of privileges to store or dock said boat, trailer or other watercraft.
20. If there is a breach of the terms of the rental agreement the Board of Directors may cause the boat and/or trailer to be removed from the space and stored elsewhere at the owner's or lessee's expense.

Note: Under the Lease Agreement with Phase II, members of Phase II have the same rights for use of the recreational Facilities as Phase I members.

Revised 6/19/2023

PALM ISLAND HOME OWNERS ASSOCIATION, INC. (PIHOA)

HOLD HARMLESS AND INDEMNITY RENTAL AGREEMENT

Any applicant for the privilege of renting a boat slip or dry boat/trailer space at Palm Island Home Owners Association, Inc. (PIHOA) Recreational Facility, by virtue of such application, hereby understands and agrees:

1. Rental is a privilege. No right, title or interest is conveyed to the applicant for any term. To the extent rental fees are paid over a specified term, such fees are refundable on a pro rata basis if the rental privilege is terminated.

APPLICANT'S INITIALS _____ **DATE** _____

2. PIHOA reserves the absolute right to terminate any rental privilege, with or without cause, at any time.

APPLICANT'S INITIALS _____ **DATE** _____

3. By applying for, and receiving, a privilege for such rental, applicant agrees to hold harmless PIHOA from any causes, claims for damages and injuries arising from the privileges and uses created by this rental. This agreement to hold harmless specifically includes the agreement of applicant to hold PIHOA harmless from any claim, cause or injury arising from the negligence of PIHOA.

APPLICANT'S INITIALS _____ **DATE** _____

4. The applicant specifically understands and agrees that PIHOA does not warrant, expressly or implied, the fitness of any facilities rented.

APPLICANT'S INITIALS _____ **DATE** _____

5. The applicant specifically understands and agrees that PIHOA is not a bailor of applicant's boat or boat and trailer and that this rental agreement creates no bailment of applicant's boat or trailer.

APPLICANT'S INITIALS _____ **DATE** _____

6. The applicant specifically understands and agrees that PIHOA may remedy any breach, material or immaterial, of the terms of the rental agreement and/or rental space rules and regulations by causing the applicant's boat and/or trailer to be removed from the PIHOA common property and stored elsewhere at the expense of the applicant. Furthermore, applicant specifically understands and agrees to hold harmless PIHOA from any and all claims, causes, harms, damage, or injuries associated with removing applicant's boat and/or trailer from PIHOA common property and storing such boat and/or trailer elsewhere. Applicant agrees that any such expense which is not paid promptly shall be a Specific Assessment, as allowed by PIHOA documents and Florida statutes against applicant; and applicant agrees that should any litigation be involved, applicant agrees to pay all court costs and attorneys' fees should such action become necessary.

APPLICANT'S INITIALS _____ **DATE** _____

7. With consideration of the foregoing rules, regulations, terms and conditions, applicant further understands and agrees that applicant is expressly assuming the risk of all injury, damage, theft or calamity, man-made or otherwise, associated with the rental privilege conveyed under this agreement. Applicant further agrees to indemnify PIHOA for any loss, damage, theft or injury caused by applicant's use of the Recreational Facility under this rental agreement.

APPLICANT'S INITIALS _____ **DATE** _____

Palm Island Home Owners Association, Inc. (PIHOA)

Hold Harmless and Indemnity Rental Agreement & Boat Owner Information

The applicant agrees to fully abide by all rules and regulations adopted from time to time by the Board of Directors of Palm Island Home Owners Association, Inc. (PIHOA)

Home owner _____ Lessee _____
Printed Name Printed Name

Home owner _____ Lessee _____
Signature Signature

Local Address _____

Summer Address _____

Lot Number _____ Phase 1 _____ Phase 2 _____ Date _____

Cell Phone _____ email _____

Boat Make _____ Model _____ VIN # _____

Boat Registration # _____ Expires _____

Trailer Make _____ License Plate# _____ Expires _____

Person(s) responsible for boat when I am absent from Palm Island:

Name(s) _____

Address _____

Cell Phone _____ email _____

Accepted _____ Date _____

Board of Directors Member

Accepted _____ Date _____

Dockmaster

Page 2 of 2 Attachment to Dry Boat & trailer parking/Wet Slip Rental

Space Rules and Regulations Updated 06/19/2023