

INNISBROOK CONDOMINIUM ASSOCIATION, INC.

AMENDED AND RESTATED RULES & REGULATIONS

Updated April 27, 2023

COMPLIANCE STATEMENT

Various documents, including the Declaration of Condominium, Articles of Incorporation, By-Laws, Rules & Regulations and Policies & Procedures, along with governmental guidelines, such as the Florida Statutes, grant condominium owners' certain rights, and also impose limitations and restrictions which are designed to safeguard the many interests involved in condominium ownership.

The Association is responsible for operating and managing the condominium property, and this includes the duty to enforce the restrictions and the power to adopt reasonable rules to prevent infringement on the rights of other owners or the assigned responsibilities of the Association.

The Rules & Regulations are listed below. Where noted in a Rule, specific Policies & Procedures have also been established which provide supporting information, restrictions, procedures and/or forms as applicable. Such Policies & Procedures are incorporated by reference into the Rules and adopted as part of the Rules & Regulations.

RULES & REGULATIONS

1. The sidewalks, entrances, halls, corridors and stairways of lodges shall not be obstructed or used for any other purpose than ingress to or egress from lodge units.
2. When not being used for ingress or egress, all doors leading to the hallways and all doors or screen doors leading to the patios or balconies are to be kept closed.
3. Personal Items:
 - a. No items shall be placed in any corridors, halls, or stairways to any lodge, nor shall the same be decorated, furnished or obstructed in any manner.
 - b. Nothing shall be hung on patios or balconies or shaken from doors, windows, walks, corridors or over balcony railings of any lodge.
 - c. Furnishings on patios shall be limited to patio furniture only. Furniture designed for indoor use, bars, hot tubs, and spas are prohibited.
 - d. In recognition of the expectation of a quiet environment on the Condominium Property, no televisions, radios, electronic video or sound devices, or speakers of any kind shall be used, placed upon, installed, or affixed to, any patios or balconies regardless of whether such placement or installation is temporary or permanent.
 - e. Seasonal decorations are permitted on patios and balconies from Thanksgiving through January 6.

- f. The addition of lighting on patios or balconies, including string lighting of any kind, is strictly prohibited except to the extent they are placed thereon as ‘seasonal decorations’ in accordance with this rule.
4. Unit owners must obtain approval for any alteration or addition to the interior or exterior common or limited common elements or any renovation within their unit that may impact the common or limited common elements or adjacent units. This specifically includes, but is not limited to, any changes to patios or balconies (including floor coverings), and any changes to the locks or entry systems on the doors to the unit. Approval is also required for installation of any hard-surfaced flooring inside the unit, other than a unit located on the ground floor. Unit owners are not permitted to make changes or additions to the grounds or landscaping outside the unit. (See Policy #1 which is incorporated herein)
5. Unit owners are allowed to have household pets. Tenants, guests, and resort guests, if the unit owner/resort allows them, are permitted to have household pets. Pets are allowed as long as they do not create a nuisance. The animals that are allowed are as follows: dogs and cats; the maximum number is two per unit, small indoor birds, hamsters, or fish.

A dangerous animal that falls under any of the following is not allowed:

- Killed or inflicted severe injury on a human being or domestic animal without provocation, either on Innisbrook common property or any property within the boundaries of either the Condominium Association or the Resort, or
- Has been previously classified as a “potentially dangerous animal” and, subsequent to such classification the animal bites, attacks, or endangers the safety of humans or other domestic animals, or
- Has been previously classified as a “potentially dangerous animal”, and has, subsequent to that classification, demonstrated a propensity, tendency, or disposition to attack, unprovoked, to cause injury or otherwise to threaten the safety of humans or domestic animals.

A potentially dangerous animal is any animal that:

- Has inflicted bites on, or attacks, a human or a domestic animal either on public or private property or,
- Chased or approached a person upon the streets, sidewalks, common halls or other common areas within the lodges in a menacing fashion or apparent attitude of attack, or has a known propensity, tendency, or disposition to attack, or has caused injury or otherwise threatened the safety of humans or domestic animals, and the owner has been notified by the Association that the dog has been classified as potentially dangerous.

The above information notwithstanding, an animal shall not be declared “potentially dangerous” if the basis for such declaration was a threat, injury, or damage that was sustained by a person who, at the time, was tormenting, abusing, or assaulting the animal or, has in the past, been observed or reported to have tormented, abused, or assaulted the animal or was committing or attempting to commit a crime.

The animals that are permitted must be vaccinated, licensed and tagged as required by the Pinellas County Animal Code (www.pinellascounty.org/animalservices). If you are a resident owner, long term tenant, or long term (30 days or longer) guest of owner a copy of the license must be on file with the management office.

No horses, livestock, poultry, pigs, or other non-domestic animals shall be kept in any unit. All applicable federal, state, and local laws, codes, and ordinances related to animals must be followed. No owner or occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements. Pets must be kept on a leash or in a cage and be under the physical control of a responsible person at all times while on the Common Elements; however, pets need not be leashed within balconies. Pets must be leashed or caged when on patios. Such pets shall not create a nuisance to other owners, tenants, guests or resort guests. The owner of the unit, which is occupied by the pet, will be responsible for any damage to the common areas caused by the pet. That responsibility includes maintaining noise levels generated by the pet within reasonable standards, picking up and disposing of pet waste from the common elements, and avoiding any other possible activities which could become an annoyance or disturbance to others. The unit owner, of the pet housed in their unit, is responsible for all violations.

The unit owner of any animal, housed in the owner’s condo, which is in violation of this Policy, or is involved in causing, creating or contributing to a public nuisance, as defined under the Pinellas County Animal Code, shall be subject to the following penalties, depending upon the severity of the violation:

1. Written Warning.
2. A fine of up to \$100 per violation, and \$100 per day for a continuous violation
3. Permanent removal of the animal from the property.

The Board's decision that an animal constitutes a nuisance shall be conclusive, provided the owner is given notice of the intended Board action and an opportunity for a hearing, before the Board of Directors (as to proposed removal), or the Committee established for review of fines, as outlined in Section 6(m) of the Amended and Restated Bylaws of the Association. Fines will be assessed to the unit owner.

The Association shall have access to the unit if there is reasonable cause to believe that an animal has been abused, abandoned, or injured, or if the animal is causing a prolonged disturbance. The owner of the unit shall pay all costs incurred if it becomes necessary to provide medical care or to board the animal.

The owner of the unit shall pay for the cost of repairing any damage or for cleaning and/or fumigating the common elements or other areas required as a consequence of the animal's behavior.

Any owners, renters, guests, or resorts guests who keep or maintain any pet upon the Condominium property shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

6. All garbage and recyclable materials are to be deposited only in the facilities provided for those purposes in each lodge.
7. No charcoal or gas grills are permitted on any patio, balcony or adjacent landscaped area of a unit. Only electric grills may be used on patios or balconies and persons must take all possible precautions to prevent fires or other accidents arising out of such use.
8. There shall not be kept in any unit or lodge storage room any flammable, combustible, explosive or other hazardous materials except those used for normal household purposes.
9. The laundry room hours are seven days a week 7:00am to 11:00pm.

Items left unattended will be removed after three (3) days. The Association is not responsible for lost or damaged articles.

The laundry rooms are for Innisbrook occupant owners, residents, and Resort guests only. Friends and family members that do not live at Innisbrook are not allowed to use the laundry rooms or equipment.

The washers and dryers are for general laundry items only. Throw rugs, pet beds, pet cloths, pet towels and pet accessories are not allowed in any washer or dryer within the 28 Lodges.

10. No person shall play or permit to be played any musical instrument or operate or permit to be operated a radio, television or other loudspeaker device, or otherwise create excessive noise especially between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other persons. Hammering, sawing, tile cutting and similar noise creating construction or demolition type activities shall be limited to the hours of 8:00 a.m. to 6:00 p.m., Monday through Saturday, excluding Sundays and legal Holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas Day).

Each Unit shall be used for residential purposes only; children are permitted to be Occupants of Units. No trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as the business activity does not increase traffic in the Condominiums or increase volume in the Mail Room in excess of what would normally be expected in the day to day business of the

Condominium Association.

Nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

The dwelling Units in the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors, and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that reasonably interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.

Furthermore, destructive, or offensive activity shall not be carried on within the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy, or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort, or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

Notwithstanding the following, the general appearance of the exterior of the unit shall be neat, clean, and not detract from the overall décor of the property. All parts of the condominium and the patios and/or balconies shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which in the reasonable opinion of the Association Board of Directors or its designee, would jeopardize the soundness or safety of the Condominium or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto.

No immoral, improper, offensive, or unlawful use shall be made of the condominium property, nor any part of it, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

The Innisbrook Condominium Association does not allow "For Sale" signs to be posted on vehicles, unit windows or patio doors. However, if a unit is having an open house sign (not to exceed 18" high by 27" long) may be posted at the respective Lodge the day that the Open House is scheduled to take place. Directional signs may be placed in the respective Lodge on the day of the Open House. However, when the hours for the Open House have ended all signs must be removed.

11. No person, other than authorized personnel, shall at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or equipment rooms of any lodge.
12. Disabled vehicles are prohibited from being parked on the Condominium property. A vehicle is considered "disabled" if it does not have a current license tag or is obviously inoperable.

Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of more than one (1) ton, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Florida Department of Highway Safety and Motor Vehicles), recreational vehicles (RV's and motor homes including those with living quarters or other similar facilities), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriffs, Marshall's, or police officer's vehicles marked as such, are also prohibited from being parked at the Condominium, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. No items may be stored or kept on the exterior of any vehicle unless those items are fully enclosed, and not visible, within a roof storage unit that is securely attached to the vehicle. Bicycles may be kept on the exterior of a vehicle as long as they are securely attached to a bicycle rack appended to the vehicle. Motorcycles are allowed but must be operated so as not to disturb the quiet enjoyment of residents and guests.

Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements and after normal business hours in case of an emergency; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained.

The lodge parking lots shall be used solely and exclusively for the primary transportation vehicles of the persons occupying the units. Parking privileges at lodges are extended to service vehicles only during periods when they are required to perform delivery or maintenance operations. Sleeping in any vehicle or loitering in the parking lot is strictly prohibited.

Owner's parking vehicles at lodge parking lots for longer than two weeks when not in residency do so at their own risk and are required to park opposite their own lodge and to

leave a key for the vehicle, or the identification of an individual from whom one can be obtained, with the Association office so that the vehicle can be moved in case of an emergency. Vehicle (cars, trucks, and motorcycles) covers are allowed as long as they are in good condition and installed properly. (If the cover is in disrepair the Association reserves the right to remove it.)

13. All unit sales or transfers, except to a unit owner, require the Association's approval and must be conducted in compliance with the established processing and approval procedures. (See Policy #2 which is incorporated herein)
14. Unit owners intending to lease their unit, other than through the Rental Pool, or to another unit owner, must first obtain Association approval. The minimum term of such lease shall be as stated in the Declaration of Condominium for the lodge in which the unit is located. The proposed lease agreement, along with lessee personal data, application fee and the Association's Lease Addendum Agreement and related forms are required. (See Policy #3 which is incorporated herein)
15. A unit owner must pre-register each Guest of Owner with the Rental Pool Manager's office. A "Guest of Owner" is an overnight or extended-stay occupant at the invitation of the owner of such unit, who pays no rental or other compensation in cash or in kind, to the owner for such occupancy. Owners must pre-notify the security gate when visitors are arriving just for the day.
16. An annual air conditioning preventive maintenance program is required on all air conditioning units and shall be conducted by the Association through the contracted HVAC Contractor. This program is mandatory. A/C units will be evaluated and should recommendations for replacement be required, the Association will notify the owner of such. Private unit owners are responsible for the purchasing and replacing of their air filters and for all repairs and replacements of their HVAC unit/s and are required to make all arrangements for the work and payment of same. Owners may use the Association's contracted HVAC contractor or a contractor of their choosing.

NOTE: Owners who participate in the Rental Pool should refer to the Innisbrook Rental Pool Master Lease Agreement, Paragraph 3.4, for reference to HVAC repair and replacement.

17. Unit owners are responsible for assuring that their contractor has obtained any necessary permits, and will arrange for any required inspections, and is properly licensed to perform the service in compliance with county requirements. The Pinellas County Construction Licensing Board (www.pccclb.com) requires licenses for contractors in over 40 trades, including electrical, plumbing and carpentry, and maintains a listing of such licensed contractors. It is strongly recommended that contracts include the permit, inspection, certificate of insurance naming the unit owner(s) as additional insured(s) and licensing requirements.

Owners must notify Security at the Klosterman Gate entrance (Ext. 5825) when the contractor is arriving and instruct the contractor to use the Klosterman entrance.

18. Owners are responsible for everything in their condominium unit, especially electrical and plumbing and any devices that can cause damage. Florida Statute 718.111 (11) encourages each unit owner to purchase an “HO6” insurance policy to insure the contents of their unit (see the last paragraph for the section of this Statute). The Statute also makes each owner responsible for any and all damages incurred in their unit regardless of whom or what caused the damage.

In the event of an emergency failure, such as a leaking hot water heater, the Association has the authority to take whatever action is necessary to stop the emergency and minimize the damage. Any services rendered will be billed directly to each individual owner. Once the emergency is under control, it is the responsibility of each owner to arrange for repairs.

If an owner has not purchased an “HO6” policy, then the owner has made the decision to assume that risk personally and must pay all bills personally. Because of the potential of enormous damage, your Association highly encourages you to shut off your main water valve any time you plan on being away for several days.

All glass surfaces and frames, including, but not limited to, windows and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be part of the Unit.

If any ducts, conduits, wires, pipes, drip pans, or other apparatus lie within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. (This also includes all electricity, water, sewer or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only that unit.)

All doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting, staining, and/or cleaning of the exterior surface of entry doors and door frames and doorways facing the hallway of the Condominium); all portions of the heating and air conditioning system, including the air conditioning compressor serving the Unit and the fan coil shall be part of the Unit that they serve.

This rule is in conjunction with the Florida Statutes, 718.111 (11) (f) (1-3) which state:

“(f) Every property insurance policy issued or renewed on or after January 1, 2009, for the purpose of protecting the condominium must provide primary coverage for:

1. All portions of the condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.
2. All alterations or additions made to the condominium property or association property

pursuant to s. 718.113(2).

3. The coverage must exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner.

(g) A condominium unit owner's policy must conform to the requirements of s.627.714.”

19. Installation of hurricane shutters, satellite dishes and antennas must conform to the Association's specifications. (See Policy #4 which is incorporated herein.)
20. Unit owners have the right to speak, tape record and videotape at designated meetings of the Board of Directors or its Committees under reasonable procedures governing such rights so as not to be disruptive. (See Policy #5 which is incorporated herein)
21. Payments of regular assessments are due the first day of the first month of each fiscal quarter and shall be made in the form of checks or any other approved manner, to the Association, to the location so designated by the Board of Directors. If not paid by the last day of the month for which it is due, interest charges, late payment fees, attorneys' fees, and other penalties and costs shall be imposed. Such charges cannot be waived by the Executive Manager. (See Policy #6 which is incorporated herein.)
22. Any complaint regarding an alleged violation of the Governing Documents must be submitted in writing to the Association's manager.

The written complaint may be delivered to the Association's manager via email or regular mail.

All complaints must state the complainant's name and unit number. In addition, complaints must provide a concise statement detailing the alleged violation. All complaints must have a valid, factual basis and may not be made solely to embarrass, annoy, harass, intimidate, or threaten fellow residents, employees or contractors. Pursuant to Section 718.111(12), Florida Statutes, any written complaints submitted to the Association will be retained as official records. Official records are open to the inspection and copying of any unit owner. Any personal identifying information protected by statute will be redacted by the Association.

The Association's manager will review all submitted complaints to determine whether there is probable cause that any of the provisions of the Association's Governing Documents are being or have been violated. The Association's manager will take preliminary action to resolve the submitted complaint. If the manager is unable to resolve

the issue, the manager will forward the complaint to the Board of Directors for their review.

All complaints received by the Board of Directors will be objectively reviewed on an individual basis. At their sole discretion in the exercise of their reasonable business judgment, the Board of Directors will decide if action is necessary. The Board of Directors may or may not notify the complainant of what corrective action, if any, is being taken.

Owners and residents are strictly prohibited from directly or indirectly confronting, instructing or harassing another owner, resident, employee or contractor of the Association about an alleged violation of the Governing Documents. Any owner or resident who contacts or attempts to contact a resident regarding their alleged violations or attempts to regulate the actions of residents, employees, or contractors of the Association to enforce compliance with the Association's Governing Documents may be subject to corrective action, including, but not limited to, the imposition of fines.

23. Association-related complaints or requests shall be in writing to the Board of Directors or to the Executive Manager.

Pursuant to Florida Statute 718.112 (2) (a) (2) the Association is only obligated to respond to one written inquiry per unit in any given 30-day period. Any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

24. Owners, tenants, guests, and other persons who violate the Declaration of Condominium, By-Laws, or Rules & Regulations of the Association are subject to fines or other legal actions and related costs and legal fees. (See Policy #7 which is incorporated herein)
25. Wheeled vehicles such as skateboards are prohibited throughout the Innisbrook property. However, bicycles and golf carts are allowed as are the following items: (a) personal conveyances for handicapped individuals, (b) strollers for infants, and (c) bicycles or tricycles being used by children when accompanied by a supervising adult.
26. The landscaped areas are common elements of the Association. The Landscape Committee has the authority to approve or disapprove requests of owners.

Owners, residents, or guests that use their patio doors for ingress/egress to their units do so at their own expense. (This rule also applies to contractors that are working in a specific unit.) The Landscape Committee has the right to replace the damaged turf area(s) and charge the unit owner accordingly.

Owners that request changes in the landscaping or trees around their units, for the specific purpose of improving or decreasing their view, must adhere to the procedures as outlined in Policy #8 which is attached herein.

27. Owners advertising their unit(s) for rent must state the following in the advertisement:
“This rental is for accommodations only and does not include daily maid service and it does not include the use of the Innisbrook Resort’s facilities or amenities, such as, golf, swimming and tennis; unless they are made available to the public.”

INNISBROOK CONDOMINIUM ASSOCIATION, INC.

POLICIES & PROCEDURES

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INNISBROOK CONDOMINIUM ASSOCIATION, INC.
POLICIES & PROCEDURES #1
INCORPORATED BY REFERENCE TO RULE 4

ADDITIONS, CHANGES, ALTERATIONS OR IMPROVEMENTS

I. LANDSCAPE AND GROUNDS

The Association is responsible for the maintenance of the Association's landscape and grounds. In addition to the grass surrounding the lodges, this includes the trees, shrubbery and flowering plants. These plantings, regardless of their location, are not the property of any one owner, but are held in ownership by all owners in common.

No additions, changes or removals of Association landscaping are permitted by the unit owners.

All requests or concerns regarding landscape shall be submitted in writing to the Association.

New types of trees, shrubbery or plants, not included in the original landscaping, will be considered based on aesthetics, variety and cost. Such changes may also be implemented at other lodges, if appropriate, so that uniformity in landscaping is maintained.

II. PATIO AND BALCONY COVERINGS

Prior to the installation of any type of covering on either a patio or balcony, the unit owner must complete the form provided by the Association, copy attached, and obtain approval since this constitutes an alteration to a limited common element.

The Architectural Control Committee of the Association shall review each request to determine if the proposed installation is of satisfactory materials, quality and color so as to be compatible with similar installations and the surroundings involved and designed in a manner to avoid damage to the common or limited common elements.

The Association will advise the owner of approval, or if not, the reason(s) for denial of approval.

If approved, and an outside contractor is involved, the unit owner shall comply with the Rule pertaining to the hiring of outside contractors.

III. ELECTRONIC KEYLESS ENTRY SYSTEMS

Prior to the installation of the "approved" electronic keyless entry system, the unit owner must complete the form provided by the Association, copy attached, and obtain approval since this constitutes an alteration affecting the common elements.

The Architectural Control Committee of the Association shall review each request and the Association will advise the owner of approval, or if not, the reason(s) for denial of approval.

If approved, and an outside contractor is involved, the unit owner shall comply with the Rule pertaining to the hiring of outside contractors.

IV. COMMON AND LIMITED COMMON ELEMENTS

A unit owner wishing to make an alteration or improvement to the common elements must submit a written request to the Association containing complete details of the proposed alterations or improvements.

The Architectural Control Committee of the Association shall review each request and make a written report and recommendation to the Board of Directors. If the request is approved by the Board, the unit owner will be advised of additional procedures and/or approvals required.

If these alterations or improvements are structural, the unit owner must have the plans relating to the changes prepared by an engineer or architect licensed to practice in Florida. A material alteration or addition to the common elements requires the consent of 75 percent of all voting members in the lodge where the alteration or addition is being made.

An owner will be required to pay for all engineering, legal and other costs incurred in connection with the alteration or addition. Further, the owner will be required to sign a Hold Harmless form approved by the Association in connection with any alteration or addition.

Adopted May 27, 2004

To: Innisbrook Condominium Association, Inc.
36750 U S 19 North
Palm Harbor, FL 34684

Attention: Chairperson
Building Maintenance/Architectural Control Committee

Dear Sir:

I am requesting the approval of the Innisbrook Condominium Association, Inc. to install a *tile/brick and/or outdoor covering on my patio of Apartment _____, Lodge _____.*

The undersigned owners agree to hold harmless and indemnify the Condominium Association from any claims or losses of any nature which arise out of the alteration. This further includes any increased maintenance expenses incurred by the Association, and all costs, damages and attorneys' fees incurred by the Association in connection with any claims or losses arising out of the alteration in question. This agreement is to be binding on the successors and assigns of the undersigned unit owners and the unit owners agree to provide a copy of this agreement and advise any purchasers of the unit of the obligations under this agreement.

I further understand that since the Condominium Association is responsible for the structural maintenance of the patio, should any problems arise with the concrete patio or the foundation, it will be my responsibility to remove the tile/brick and/or outdoor covering while repairs are being made and reinstall after completion.

All owners must sign below.

Owner No. 1 Signature

Owner No. 2 Signature

Printed Name

Printed Name

Date

Date

Approved:

Chairperson

Date

*Please indicate type of material and color to be used and submit sample with this request or indicate apartment number where requested patio covering referenced above is currently in place.

TO: Innisbrook Condominium Association, Inc.

36750 U S 19 North
Palm Harbor, FL 34684

Attention: Chairperson
Building Maintenance/Architectural Control Committee

Dear Sir:

I am requesting the approval of the Innisbrook Condominium Association, Inc. to install an electronic keyless entry system to Apartment _____, Lodge _____.*

The undersigned owners agree to hold harmless and indemnify the Condominium Association from any claims or losses of any nature which arise out of the alteration. This further includes any increased maintenance expenses incurred by the Association, and all costs, damages and attorneys' fees incurred by the Association in connection with any claims or losses arising out of the alteration in question. This agreement is to be binding on the successors and assigns of the undersigned unit owners and the unit owners agree to provide a copy of this agreement and advise any purchasers of the unit of the obligations under this agreement.

All owners must sign below.

Owner No. 1 Signature

Owner No. 2 Signature

Printed Name

Printed Name

Date

Date

Approved: _____
Chairperson

Date

*Please indicate the manufacturer of the entry system to be used with this request. The Condo Association shall be provided access to all apartments in case of an emergency.

Form – Policies & Procedures #1, III. adopted July 22, 2004

INNISBROOK CONDOMINIUM ASSOCIATION, INC.
POLICIES & PROCEDURES #2
INCORPORATED BY REFERENCE TO RULE 13

UNIT SALES & TRANSFERS

The Declaration of Condominium, Article 11.1 states that no apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association, except to an apartment owner.

Article 11.2 requires the approval by the Association prior to the sale and transfer of ownership of an Innisbrook condominium and further provides that the Association shall be given notice of the intended sale together with the name and address of the intended purchaser and such other information as may be reasonably required. Completion of, and signatures on, the Application for Approval of Sale and Transfer of Condominium Ownership will constitute fulfillment of the requirement. A \$100.00 administrative transfer fee is payable to the Association at closing, plus background screening costs and reasonable attorney's fees incurred by the Association.

If the proposed transaction is a sale, within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a notarized Certificate of Approval executed by the president and secretary of the Association and sent to the closing agent. The Certificate of Approval may be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser with a copy provided to the Association.

The Association will process all items on the Ownership Transfer Check List and upon notice of closing agent and receipt of recorded deed, the Association will change all records to the new owner's name and schedule a meeting with the new owner and deliver the following documents:

1. Welcome Letter
2. Information Sheet
3. Introduction to Your Condominium Association
4. Condominium Association By-Laws
5. Rules & Regulations
6. Annual Budget
7. Explanation of the Insurance Coverage
8. Association Pay Authorization
9. Owner's Directory

If the new owner is unavailable to meet with the Association personally, the documents will be mailed to the new owner.

Adopted May 27, 2004

**CERTIFICATE OF APPROVAL
OF SALE AND TRANSFER OF
CONDOMINIUM OWNERSHIP**

AT

Innisbrook

This Approval is for the following described condominium.

Apartment No._____, Innisbrook Condominium No._____,Lodge No._____, a
condominium according to the Declaration of Condominium Recorded in the O.R.
Book_____, Page_____ of the public records of Pinellas County, Florida, and
amendments thereto.

BEFORE ME, the undersigned personally appeared:

Who, after being first duly sworn, deposed and say as follows:

THAT they are the President and Secretary, respectively of INNISBROOK
CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of
the State of Florida, and that the Association through its Board of Directors has
approved the resale and transfer of the condominium apartment set forth above to
_____ as
purchaser and has authorized the undersigned to execute this Certificate of Approval
as its official act. In the event the closing does not occur within 60 days following the
date of approval, this Certificate of Approval shall expire, and a new application must
be submitted.

SWORN TO and SUBSCRIBED before me this _____ day of _____ by
_____ and

who are personally known to me and who did not take an oath.

Notary Public, State of Florida At Large

Innisbrook Condominium Association, Inc., 36750 US 19 North, Palm Harbor, Florida 34684

Form – Policies & Procedures #3 adopted July 22, 2004

**INNISBROOK CONDOMINIUM ASSOCIATION, INC.
POLICIES & PROCEDURES #3
INCORPORATED BY REFERENCE TO RULE 14**

LEASES REQUIRING ASSOCIATION APPROVAL

The Declaration of Condominium and the Amended and Restated By-Laws stipulate the circumstances under which the Association has the responsibility for the review and approval of lease agreements prior to their being executed by the owner.

Please see the attached Procedural Rules for Private Lessors.

Adopted 10/26/17

PROCEDURAL RULES FOR PRIVATE LESSORS

- I. Unit owners may lease their unit to another unit owner without prior approval of the Association. Unit owners may enter into a written agreement with Salamander Innisbrook, LLC or its successors as agent to lease their unit through the Resort's established rental pool, for a period of one (1) year or less without the approval of the Association.

- II. Except for unit owners intending to lease their unit to another unit owner or through the Resort's established rental pool, all leases exceeding thirty (30) days shall be subject to prior approval of the Association.
 1. Not less than seven (7) business days prior to the proposed commencement of the lease term, a unit owner or the unit owner's agent shall apply to the Association for approval of such lease on the application forms (Exhibit I) prescribed by the Association, and pay such application fee (Exhibit II) as established by the Board of Directors from time to time, not to exceed any limitation imposed by the Condominium Act, as amended from time to time.
 2. The owner and/or the prospective lessee(s) shall furnish such information as the Association may require.
 3. The prospective lessee(s) shall apply for and make themselves available for an interview by representatives of the Board of Directors and/or the Association prior to the approval of such lease on forms prescribed by the Association (Exhibit III).
 4. As a condition of approval of a lease, the owner(s) and prospective lessee(s) shall be required to sign a Lease Addendum Agreement on forms prescribed by the Association (Exhibit IV), which shall contain an agreement of the tenant to comply with the governing documents of the Association and shall contain a provision appointing the Association as agent or attorney in fact for the owner so the Association may act on behalf of the owner to enforce the lease, including eviction of the tenant as deemed necessary by the Association in its sole and absolute discretion.
 5. It shall be the owner's obligation to furnish the lessee with a copy of the governing documents and any other disclosures required by the Condominium Act, as amended from time to time.
 6. As a condition of approval of a lease, all amounts owed to the Association in regard to the unit must be current.
 7. It shall be the duty of the Association to notify the unit owner of approval or disapproval of a proposed lease within seven (7) business days after the receipt of the application forms prescribed with all required information, provided that this time frame shall be extended until the personal interview of the proposed lessee(s) has taken place.

8. No lease renewals, subleasing, assignment of a lease, or any change in occupancy is permitted without further application and approval of the Association.
9. Reasons for potential disapproval of a lease include, without limitation:
 - A. Prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.
 - B. A history of actions or behavior taken by the proposed lessee(s) which show a disregard for, or indifference concerning, rules and regulations associated with peaceful community living; or
 - C. Providing false or incomplete information in connection with an application.
10. If a proposed lease is disapproved by the Association, the unit owner shall be advised in writing and the lease shall not be made. The Association has no duty to provide an alternate lessee, nor assumes any responsibility for the denial of the lease. If a proposed lease is approved, a Certificate shall be issued by the Association and delivered to the unit owner at which time the lease, together with the Lease Addendum, shall be executed and a copy delivered to the Association. The unit owner shall not be relieved of any liability or responsibility by virtue of the existence of said lease, including the unit owner's and the tenant's compliance with the Association documents, Rules and Regulations.

III. The following rule must accompany all advertisements for units for rent:

“This advertisement is for accommodations only and does not include daily maid service and it does not include the use of the Innisbrook Resort's facilities or amenities, such as, golf, swimming and tennis; unless they are made available to the public.”

**EXHIBIT I
APPLICATION FOR LEASE APPROVAL**

Proposed Commencement Date _____

Unit Number _____

The undersigned Unit Owner(s) _____ and _____, hereby request approval of their/his/her lease of their/his/her unit to _____ and _____; whose personal contact information is _____;

and whose vehicle model(s) are as follows:

_____;

and whose pets are as follows: _____.

Attached is a copy of the proposed lease, the Innisbrook Condominium Information Form, the lease application fee form, the Lease Addendum Agreement and the Request for Personal Interview.

The Unit Owner(s) personal contact information is as follows:

_____.

_____.

Unit Owners

Date _____

**EXHIBIT II
LEASE APPLICATION FEE**

Transmitted herewith is the nonrefundable lease application fee in the amount of

\$_____ with respect to Unit_____.

Unit Owners

Date

**EXHIBIT III
REQUEST FOR INTERVIEW**

The undersigned proposed lessee(s) hereby request an interview within the next five (5) days in conjunction with the application for lease approval submitted by _____ and _____, the Unit Owner. The three dates most convenient to the undersigned are: _____.

Phone Number _____.

Proposed Lessee(s)

Date

Innisbrook Condominium Association, Inc.

36750 U S 19 North

Palm Harbor, FL 34684

Telephone (727) 942-5260 Facsimile (727) 942-5292

**EXHIBIT IV
LEASE ADDENDUM AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____ 20____
between Innisbrook Condominium Association, Inc., (hereinafter referred to as "Association"),
and _____, whose mailing address is _____
_____ (hereinafter referred
to as "Owner"); and _____, whose mailing
address is _____
_____ (hereinafter referred to as "Tenant").

WHEREAS, Owner is the Owner of unit(s) _____ located in Innisbrook
Condominium _____, a condominium, pursuant to that certain Declaration of Condominium
originally recorded in Official Records Book _____, Page _____,
Pinellas County Public Records; and

WHEREAS, Owner wishes to lease said Unit to Tenant for a lease term commencing
_____ and expiring _____; and

WHEREAS, Tenant seeks to take possession under such lease; and

WHEREAS, the foregoing Declaration permits the Association to condition such lease
upon execution and delivery of a lease, and/or lease addendum, containing certain provisions to
protect the Association and residents within the condominium from certain events associated
with the lease; and

WHEREAS, this Lease Addendum has been adopted by the Board of Directors of the
Association, as a document meeting the terms of the Declaration under such provision.

NOW, THEREFORE, in consideration of the Association approving the lease of such
Unit by Owner to Tenant, and for such other good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner will furnish the executed Lease Agreement and this Lease Addendum to
the Association prior to occupancy of Tenant. Tenant agrees not to occupy the
premises until its delivery.
2. Tenants' lease and occupancy of the Unit is conditioned upon Tenants' compliance
with and respect for:
 - (a) all terms and conditions contained within the Declaration of
Condominium above described as existing on the date hereof;

- (b) the Articles of Incorporation and By-Laws of the Association;
 - (c) all Rules and Regulations and Policies duly adopted and/or amended by the Association and/or the membership, governing the condominium (current copy attached);
 - (d) all applicable laws and ordinances including, but not limited to: the landlord/tenant laws of the State of Florida; tax laws and dwelling space code of Pinellas County; and Chapter 718, Florida Statutes (the Condominium Act), as all may be amended from time to time;
 - (e) the understanding that tenant shall not sublet the Unit without prior written approval of the Association;
 - (f) the understanding that this lease agreement does not give tenant any rights to use any of the facilities or amenities of the Innisbrook Golf Resort unless made available to the public;
 - (g) the understanding that animals shall be permitted on the premises pursuant to rule number 5 in the Innisbrook Rules and Regulations;
 - (h) the Association's requirements to service the unit for pest control and air conditioning maintenance, and
 - (i) the rights of other occupants to a peaceful and quiet enjoyment of their units.
3. Owner acknowledges that he/she is responsible for the actions of his/her Tenant(s) and shall be responsible to ensure that Tenant(s) comply with all of the governing documents, rules, regulations, laws and expectations above described, including responsibility for any damages which may arise from Tenants' noncompliance.
4. Owner irrevocably appoints the Association as his/her agent or attorney-in-fact in his/her place and stead to terminate the tenancy of the Tenant(s) and evict them if said tenant(s) violate any of the requirements described in paragraph (2) hereof. The determination of whether a violation has occurred shall be within the sole and absolute discretion of the Association. Owner acknowledges his/her liability, under this document, for all costs and reasonable attorney's fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction, should such action be required by the Association, and owner further agrees to indemnify and hold the Association, its directors, officers, agents, and employees harmless with regard to any claims, demands, liabilities, damages, costs, or expenses arising from or related to the lease and/or the agency of the Association, including reasonable attorney fees.
5. This lease addendum shall not obligate the Association to commence such proceedings against a non-complying tenant, nor shall it relieve the Owner of his/her obligation to terminate the lease and evict the Tenant(s) for any of the above-described violations upon demand of the Association.
6. It is agreed by all parties hereto that should Owner at any time become delinquent in the payment of any sums and assessments due to the Association during the

term of the Lease Agreement, upon written demand by the Association, Tenant shall pay rental payments directly to the Association until such time as it is notified that sums and assessments due to the Association by Owner are current. Association is hereby granted the full right and authority to demand and receive the entire rent due from the Tenant and deduct from the rent all assessments, interest, late charges and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the Owner at such address as the Owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the Tenant directly to the Owner.

7. Owner shall notify the Association, in writing, no less than 7 business days prior to the expiration date of the term of the lease, of a request to extend the term of the lease including the new expiration date of the extended lease. The Association will notify the owner, in writing, if the request for the extension is denied within 7 business days of receipt of the extension request.
8. Only the following named persons shall occupy the unit: _____
_____.
9. Tenant understands and agrees that a copy of the Lease Agreement and Certificate of Approval will be provided to the Resort in connection with its security procedures.

THIS AGREEMENT is executed the day and year first above written.
INNISBROOK CONDOMINIUM
ASSOCIATION, INC.

By: _____
Signature
Shane Vaporis, Executive Manager
Printed Name and Title

UNIT OWNERS

TENANT

INNISBROOK CONDOMINIUM ASSOCIATION, INC.
POLICIES & PROCEDURES #4
INCORPORATED BY REFERENCE TO RULE 19

INSTALLATION OF HURRICANE SHUTTERS, SATELLITE DISHES AND ANTENNAS

I. HURRICANE SHUTTERS

Unit owners desiring to install hurricane shutters, as provided under Condominium Act Section 718.113(5), shall make a written request to the Association for approval. Such approval shall not be denied if the installation conforms to the attached specifications and the unit owner agrees to comply with the following:

1. All shutters must conform to the specifications attached.
2. Shutters shall be affixed only to exterior window or patio door framing.
3. Shutters shall remain in the open position with closure being allowed only during an official hurricane alert by the National Weather Service.
4. Owners with such shutters who are not in residency shall make prior arrangements with the Association for closure in the event of an alert and leave keys for entrance to the unit.
5. Unit owners shall comply with the Rule regarding hiring of contractors to install such shutters prior to commencement of installation. Provision shall be included in the contract to assure contractor responsibility for repair of any damage during installation and clean up upon completion.

II. SATELLITE DISHES AND ANTENNAS

Satellite dishes, antennas and receivers not specifically provided for in the rules of the Federal Communications Commission (FCC), effective October 4, 1996, must obtain prior approval from the Board of Directors, in accordance with the restrictions and procedures in effect.

As to those specific dishes, antennas and receivers provided for in the FCC rules, including satellite dishes less than one meter in diameter, and MMDS antennas and receivers (wireless cable) less than one meter in length or diameter, an expedited review process shall be followed. Dishes, antennas and receivers will only be allowed on the patio or balcony that is designated for the exclusive use of the unit involved, and in accordance with the following procedures:

1. A Registration Form must be completed by any owner proposing to install any dish, antenna or receiver provided for by the FCC rules. A sample of such form is attached.
2. The Registration Form and the Hold Harmless and Indemnification Agreement, copy attached, must be submitted to the Association along with all necessary information for the Association to review the proposal, prior to the proposed installation. If all information and forms regarding the installation have been received, and the installation complies with the rules and guidelines of the Association, the Association shall notify the unit owner that the installation may proceed as proposed. No installation is to take place until all forms have been accepted and any questions regarding the manner, size and location of the installation

have been resolved.

3. The preferred locations for installation of dishes and antennas, from an aesthetic and safety perspective are as follows:
 - a. Attached to a portable free-standing base made of concrete or some other material that will not be easily moved from the location that is selected.
 - b. A location on the patio or balcony that is not visible from other units and which does not involve any risk of damage to the property.
4. No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable quality broadcast signal.
5. All installations are to be completed in a manner that will cause the least adverse visual impact to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefore, if the installation will be visible from neighboring properties, the Association will require inexpensive landscaping or other screening in order to minimize any adverse impact. All antennas and related equipment are to be painted to match the color as closely as possible, of the exterior of the unit, unless a waiver is obtained from the Association.
6. All installations shall be completed in a manner so as not to cause damage to any portions of the property that are to be maintained by the Association, or to void any warranties of the Association.
7. Unit owners will be required to maintain all installations in a safe and proper manner. Owners shall be responsible for repainting or replacement if the exterior surface of the antennas and related equipment deteriorate. Also, if maintenance activity by the Association requires antenna removal; the Association will provide owners with ten days written notice. Owners shall be responsible for removing antennas and related equipment within such time period, and if they fail to do so the Association may then remove such equipment at the owner's expense. The Association will not be liable for any resulting damage to antennas or equipment.
8. No owner may install or maintain more than one antenna or dish on their property at any time.

INNISBROOK CONDOMINIUM ASSOCIATION, INC.

HURRICANE SHUTTER SPECIFICATIONS

General:

Hurricane shutter must be a roll down type shutter.

Shutter must have been tested, approved and certified by a licensed independent engineering firm as complying with the South Florida Building Code and must meet the 120 mph wind load requirement.

Design:

The shutter curtain must be composed of 2” wide interlocking slats which glide vertically in side tracks. An overhead container cover must house the shutter bundle.

Slats:

- A. PVC: Slats must be virgin quality and produced from stress resistant polyvinyl. The bottom slot must contain a vinyl strip for sealing the shutter in a closed position. Additional strength should be provided by insertion of a galvanized steel or extruded aluminum stiffener. Color must be bronze.
- B. Extruded Aluminum: Slot shall be of alloy 6063 – T5 T6 utilizing anodized finish – (bronze)

Tracks:

Must be extruded T5 T6 aluminum and lined with a polypropylene pile weather-stripping. Electro statically painted bronze.

Container:

Must be non-load bearing, roll-formed aluminum with electrostatic painted bronze finish. Upper housing must be independent load bearing bracket system. Supportive, die-cast aluminum end plates.

Drive:

- A. Manual: The gear drive must be fully enclosed in a permanently lubricated casing.
- B. Motorized: Electric motor must be UL approved with thermal overload protection and include a manual drive system.

Installation:

Shutter installation shall be in accordance with local building codes and engineering requirements.

Form – Policies & Procedures #4 adopted September 24, 2015

Innisbrook Condominium Association, Inc.

36750 U S 19 North
Palm Harbor, FL 34684

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

In consideration of the approval of certain alterations relating to hurricane shutters, satellite dishes, antennas or receivers and related equipment, made or proposed to the exterior of the residence located at _____ (Address) at Innisbrook Condominium No. _____, as shown on the Condominium Plats filed in Condominium Plat Book _____, pages _____, of the Public Records of Pinellas County, Florida, the undersigned owner(s), hereby agree to hold harmless and indemnify Innisbrook Condominium Association, Inc. (“the Association”) from any claims or losses of any nature, which arise out of the alteration in question, including any damage caused to the exterior of the residence or any other persons or property as a result of such alteration, any increased maintenance costs, and including attorneys’ fees incurred by the Association in connection with any claims or losses subject to this agreement, or in connection with the enforcement of this agreement. The undersigned unit owner(s) further assumes(s) responsibility for any damage to the equipment being installed from any cause whatsoever, including but not limited to maintenance activity performed on the exterior of the unit, acts of God, or all other causes. Additionally, the unit owner(s) agree(s) that the Association’s rules and regulations, as amended from time to time are incorporated into this agreement by reference, and the Association will be indemnified and held harmless from any claims or losses arising out of noncompliance with such rules and regulations.

This Agreement is to be binding on the successors and assigns of the undersigned unit owner(s).

WITNESSED BY

UNIT OWNER

Signature

Signature Date

Printed Name of Witness

Printed Name

Signature

Printed Name of Witness

WITNESSED BY

UNIT OWNER

Signature

Signature Date

Printed Name of Witness

Printed Name

Signature

Printed Name of Witness

INNISBROOK CONDOMINIUM ASSOCIATION, INC.

**POLICIES & PROCEDURES #5
INCORPORATED BY REFERENCE TO RULE 20**

**OWNER'S RIGHT TO SPEAK, RECORD AND VIDEOTAPE AT DESIGNATED
MEETINGS**

Unit owners are accorded the right to attend designated meetings of the Board of Directors or Committees at which a quorum is present.

The unit owner has the right to speak at such meetings with reference to all designated agenda items. The time allocated for such owner shall be limited to three minutes for each item. The Association should be advised in advance if an owner wishes to speak on an agenda item, so that the owner may be recognized and sufficient time allocated during the meeting. In connection with certain meetings, the Association may require the owner to pre-register if they wish to speak on an agenda item.

Tape recording and videotaping of meetings must be performed in a manner so as not to disturb or mitigate the ability for such meetings to be carried on in a professional manner. Location of such recording devices will be assigned by the presiding Chairman.

Adopted May 27, 2004

INNISBROOK CONDOMINIUM ASSOCIATION, INC.
POLICIES & PROCEDURES #6
INCORPORATED BY REFERENCE TO RULE 21

DELINQUENT ASSESSMENT FEES AND PENALTIES

Whereas, the Declarations of Condominium for the Innisbrook Condominiums provide that Innisbrook Condominium Association, Inc., (the Association) is the entity responsible for the management and operation of the Innisbrook Condominiums; and

Whereas, Section 718.121 of the Florida Statutes requires specific procedures for collecting delinquent assessments; and

Whereas, the Board of Directors of the Association desires to put all members on notice of the procedures that will be followed for the collection of assessments as required by the Florida Statutes;

Now therefore, the Board of Directors hereby resolves as follows:

1. If any assessment is not paid when due, the Association shall send an initial “*notice of late assessment*” to the owner.
2. If the Association does not receive payment within thirty (30) days after the notice of late assessment is sent, a “*notice of intent to lien*” letter will be sent. The notice of intent to lien letter will include late fees, interest, costs, and attorneys’ fees (if any), and shall advise the owner that unless the account is brought current no sooner than forty-five (45) days after the date of the notice of intent to lien letter is sent, a lien will be recorded against the unit.
3. In the event that the account is not brought current forty-five (45) days after the date the notice of intent to lien letter is sent, a “*claim of lien*” will be recorded against the unit. A “*final demand and notice of intent to foreclose*” will also be provided to the homeowner advising that additional legal proceedings, including but without limitation foreclosure proceedings, may take place unless the account is brought current.
4. If the account has still not been brought current forty-five (45) days after the date the claim of lien is sent, the Board of Directors will authorize foreclosure of the lien or any appropriate legal action for collection of the balance due.
5. In addition to the foregoing, the Board of Directors may also:
 - Demand and collect rent from the tenant of a delinquent owner; and
 - Suspend the use rights and/or voting rights of any owner (or tenant/guest of such owner) who is delinquent in the payment of assessments in accordance with the provisions of the Condominium Act and any other policies and/or procedures that may be adopted by the Board of Directors from time to time.
6. The homeowner will be responsible for all costs and attorneys’ fees incurred in connection with the collection and foreclosure process.

If an owner requests a payment plan and the request is approved, it will only be granted with the following stipulations:

- *The quarterly payments must be paid on time and for the full amount due for the quarter.*
- *The delinquent balance must be paid in full within the next twelve (12) months.*
- *Interest, as allowed by law, will be charged monthly on the outstanding balance.*
- *If the owner defaults, the account will be sent to the attorney and no other arrangements will be accepted.*

Any account that has been sent either a 30-day Demand Letter, or is on a payment plan or has been sent to the attorney for collection will not be allowed to have additional services billed to the account.

Pursuant to Florida Statutes, any payment received is first applied to interest, then to late fees, then to any costs and reasonable attorneys' fees incurred in the collection and then finally to the delinquent assessment balance.

INNISBROOK CONDOMINIUM ASSOCIATION, INC.
POLICIES & PROCEDURES #7
INCORPORATED BY REFERENCE TO RULE 24

FINES OR OTHER LEGAL ACTIONS

Violators of the Declaration of Condominium, By-Laws or Rules and Regulations will be subject to sanctions, including attorney's fees and all other remedies provided for in the Association's documents including fines for noncompliance. The Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, Bylaws or Rules and Regulations. A fine may not become a lien against a unit. (Florida Statutes 718.303 (3))

Fines will be adopted in accordance with the following procedures:

1. The Board of Directors (the "Board") or its appointed agents are charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the By-Laws, or the Rules of the Association regarding the use of the unit, common elements, limited common elements or Association property are being or have been violated.
2. The Board shall appoint a Hearing Committee (the "Committee") of three (3) persons which shall consist entirely of unit owners other than members of the Board, or persons related to Board members, and which shall be charged with conducting hearings and rendering the decisions with regard to the levy of fines as herein provided. Alternate members of the Committee may be appointed to be available to serve if a Committee member resigns or is unavailable for a hearing.
3. In the event that a complaint is received by the Association, or a violation is otherwise determined to have occurred, the Board or its agents will notify the violator and in appropriate cases, will provide an opportunity for such violation to be corrected within a reasonable time.
4. If the violation has not been corrected, or in the case of a second violation, or a violation of a serious nature that the Board determines does not warrant an opportunity for the violator to correct it, the Board, or its designated representatives, may adopt a proposed fine, up to the maximum amount allowed by law. A fine may be imposed upon each day that a continuing violation continues. The fine will not become final until a hearing has been held, or waived by the alleged violator.
5. Following the adoption of a proposed fine, the violator shall be notified by regular and certified mail, and a copy of these rules shall be provided, along with a notice that the violator may request a hearing within fourteen (14) days of the date of the violation letter. Alternatively, the Committee may set the date and time of the proposed hearing prior to sending the letter to the alleged violator, provided that the hearing is at least fourteen (14)

days from the date of the notice. The notice to the alleged violator shall also include a short and plain statement of the matters asserted by the Association, as well as a statement of the provisions of the Declaration, By-Laws or Rules which have allegedly been violated. Failure to request a hearing within this fourteen (14) day time frame shall constitute a waiver of the right to a hearing.

6. The Committee shall hold a hearing if requested, after giving the unit owner fourteen (14) days written notice of the date, time and place of the hearing, unless the alleged violator waives this fourteen (14) day notice requirement. If the Committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the Committee, the fine payment is due five (5) days after notice of the approved fine is provided to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.
7. The Committee shall conduct hearings in accordance with the following rules, in addition to such other rules and procedures as may be established, to hear any charges and defenses. The hearing may be audio or video recorded in the same manner and under the same rules that unit owners are permitted to audio or video record meetings of the Board.
 - (a) A representative of the Association shall be heard first, in order to summarize the basis for the proposed fine, and to present any witnesses or documents in support of the proposed fine. Written affidavits shall be permitted, and the hearing need not be conducted according to technical rules relating to evidence and witnesses. A party or witness may also be allowed to appear by telephone conference, provided that the cost involved is paid by the party offering such evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. The rules and privileges relating to court proceedings shall only be effective to the extent that they are required by law to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
 - (b) Each party shall have these rights: to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him.
 - (c) Neither the accusing person nor the allegedly defaulting unit owner must be in attendance at the hearing. The hearing shall be open to attendance by all unit owners. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, the By-Laws, the Rules and Regulations, or the workings of the Association.
 - (d) Either immediately following the conclusion of the hearing, or within ten (10) days, the Committee shall render a decision to uphold, reduce or overrule the proposed fine,

and will provide a written confirmation of the decision to the Association and the alleged violator. The Committee may impose a conditional waiver of the fine (i.e., agreeing to waive or reduce the fine if the violation is corrected). If the decision of the Committee is to uphold the fine, the fine shall be payable to the Association within five (5) days from the date that written notice of the decision is sent to the alleged violator.

8. Subsequent to the hearing, or if no hearing is requested within fourteen (14) days from the date of the letter notifying the violator of the fine, any further enforcement action will be taken by the Board.
9. Any violator will be responsible for interest, costs and attorney's fees incurred in the enforcement of the fine, including costs and attorney's fees in connection with any correspondence or hearings, provided that the Committee upholds the fine in whole or in part.

Adopted May 27, 2004

**INNISBROOK CONDOMINIUM ASSOCIATION, INC.
POLICIES & PROCEDURES #8
INCORPORATED BY REFERENCE TO RULE 26**

LANDSCAPING PROCEDURES

Any unit owner who wishes to have a change in the landscaping or trees around their unit(s) for the purpose of improving or decreasing their view must pay in advance for the work to be done. The following procedures will be followed:

1. The request must be in writing.
2. The Committee normally meets the third Tuesday of each month; they will review the request and the area where the work is to be done. In the case of tree branch removal, the Committee will consider the following:
 - Health of the tree
 - Aesthetics
 - Obtain input from other owners in the area that may be affected by the change(s)
3. If the Committee approves the request, the Association's landscape contractor will provide a quote for the work. The Unit Owner may not hire his/her own contractor.
4. A letter of approval and the quote will be sent to the owner.
5. Once the Association receives payment in advance for the work, the quote will be approved and the work completed.
6. If the Committee does NOT approve the owner's request a letter of explanation will be sent to the owner.

Finally, owners, tenants and/or guests are not allowed to make any changes to the landscaping or trees as they are all common elements and must be addressed as outlined above.

Anyone who violates this rule or policy will be fined and charged for the work to be corrected as necessary which may include the cost of a new tree.

Adopted 1/23/14