

BELLALAGO™ AND ISLES OF BELLALAGO™ COMMUNITY
ASSOCIATION, INC.

ARCHITECTURAL REVIEW REQUIREMENTS

BELLALAGO AND ISLES OF BELLALAGO COMMUNITY ASSOCIATION,
INC.

1200 Lago Vista Court
Kissimmee, FL 34746

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BELLALAGO™ AND ISLES OF BELLALAGO™ COMMUNITY ASSOCIATION, INC.

ARCHITECTURAL REVIEW REQUIREMENTS

Pursuant to the Amended and Restated Declaration for Bellalago™ and Isles of Bellalago™ (the "Declaration"), the ARC hereby adopts the following procedures, which shall be known as Architectural Review Requirements (the "ARR").

1 Defined Terms

All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.

2 Approval Required

The ARC shall approve or disapprove any improvements or structure of any kind within any portion of Bellalago and Isles of Bellalago including, without limitation, any building, fence, wall, swimming pool, screen enclosure, decorative building, landscape device or object, and/or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Home or any other portion of Bellalago and Isles of Bellalago. The ARC shall approve or disapprove, in writing, any exterior addition, changes, modifications or alterations therein or thereon. At the request of an Owner as part of the Appeal Process, ARC shall submit in writing to the Board, all documentation regarding the request and decisions regarding the Appeal to serve as evidence. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The ARR determination of the Board upon reviewing any such decision shall in all events be final.

Notwithstanding the foregoing, ARC approval is not required for improvements or changes to the interior of a Home not visible from the exterior of a Home.

3 Deviations

The ARC has the right to deviate from the provisions of these Community Standards for reasons of practical difficulty or particular hardship which otherwise would be suffered by any Owner, without consent of the Owner of any adjoining or adjacent Home. Any deviation, which shall be manifested by written agreement, shall not constitute a waiver of any restriction or provision of these ARR's as to any other Home. The granting of a deviation or variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion.

Notwithstanding the foregoing, the ARC shall not enforce any policy or restriction that is inconsistent with the rights and privileges of Owners set forth in the Declaration or these ARR's.

4 Right to Act

The ARC may enforce the Declaration and the ARR upon its own volition or upon the request of any owner(s) and/or the Board.

5 Procedure

In order to obtain the approval of the ARC, each Owner shall observe the following:

5.1 Application

Each applicant shall submit an application to the ARC with respect to any proposed improvement or material change in an improvement, together with the required application as established by the ARC.

5.2 Plans Generally

The ARC may require, at its discretion, up to three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Home, which plans shall include the proposed elevation of all floor slabs and pool decks and three (3) complete sets of the drainage plan, grading plan, tree survey, lot survey, color plan and materials designation plan for such improvement or structure.

5.3 Revised Plans

Preliminary plans and drawings must be submitted to the ARC, and written approval of the same obtained. The ARC may require the submission of final plans and specifications if initial plans must be revised. All plans and drawings submitted must be signed by both the professional who has prepared such plans and drawings and the Owner of the Home, and must include items requested by the ARC. By way of example, all such submittals shall include, but not be limited to:

5.3.1 Home Survey

A current certified survey of the Home showing the proposed location of the improvement, grade elevation, contour lines, location of all proposed paved areas and location of all existing trees;

5.3.2 Landscape Plan

A landscape plan including a graphic indication of the location and size of all plant materials on the site (existing and proposed), and the Latin and/or common names of all plants and their planned use.

5.4 Building Materials

The ARC may also require submission of samples of building materials and colors proposed to be used.

5.5 Incomplete Application or Supplemental Information Required

In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

5.6 Quorum

A majority of the ARC shall constitute a quorum (half plus one of total ARC members) to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. In lieu of a meeting, the ARC may act in writing.

5.7 Time for Review

No later than thirty (30) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to disapprove any plans and specifications which are not suitable or desirable, in the ARC's sole and absolute discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area, the effect thereof on adjacent or neighboring property and any other factors the ARC deems appropriate. In the event the ARC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ARC.

5.8 Hearing by ARC

In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing within 30 days of written review and disapproval by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such a meeting is received by the ARC, unless applicant waives the time requirement in writing. The ARC shall make a final written determination no later than thirty (30) days after such meeting. In the event the ARC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

5.9 Appeal to Board

Upon ARC disapproval and/or rehearing by ARC (even if the member of the Board and the ARC are the same), the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request thereof. If the Board fails to hold such a meeting with thirty (30) days after receipt of request for such meeting, then the plan and specifications shall be deemed disapproved. The Board shall make a final decision no later than (30) days after such meeting. In ARC, or if appealed, the Board, shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns,

5.10 Procedures

The ARC may adopt, from time to time, additional procedures and forms necessary to carry out its responsibilities under the Declaration.

6 The Criteria

6.1 Alterations

Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ARC in writing, shall be subject to the written approval of the ARC in the same manner as required for approval of original plans and specifications. See Section 13 regarding enforcement without ARC approval.

6.2 Time for Completion

Construction of all improvement projects shall be completed within 6 months of the approved application the time period set forth in the application and approved by the ARC in writing. Requests for any extension for projects in process requires ARC approval. If the project is not started within 6 months, a new application is required.

6.3 Permits

The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction and is responsible for compliance with all applicable building and zoning codes.

6.4 Harmony and Appearance

The ARC shall have the right of final approval of the exterior appearance of all Homes including the harmony of the architectural design with the other Homes within the Bellalago and Isles of Bellalago community but not limited to, the quality, quantity, paint color and appearance of all exterior building materials.

6.5 Architect

All exterior structural improvements to buildings and/or property within ~~Homes in~~ Bellalago and Isles of Bellalago shall be designed by a licensed Florida architect or State certified architectural engineer.

6.6 Setbacks

Each Owner is responsible for compliance with any building codes and setback regulations. The minimum front, side and rear setbacks and minimum square footage for all Homes in the Bellalago and Isles of Bellalago shall be as required by county mandates and/or Florida Building Code, whichever is more restrictive.

6.7 Type

No building shall be erected, altered, placed or permitted to remain on any residential lot other than a Home, unless approved, in writing, by the ARC as to use, location and architectural design, no garage, tool or storage room, playhouse, screened enclosure, greenhouse, or other structure may be constructed separate and apart from any residential building nor can such structure(s) be constructed prior to construction of the main residential dwelling.

6.8 Work Commencement

No work shall commence prior to approval in writing by the ARC. No foundation for a building shall be poured, nor pilings driven, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARC. It is the purpose of requiring advance approval to assure that removal of desirable existing trees is minimized and that the building is placed on the Lot in its most advantageous position.

6.9 Exterior Color

The ARC shall have final approval of all exterior color plans including materials, and each Owner must submit to the ARC, a color plan showing the color of all exterior surfaces which shall include samples of the actual colors to be utilized and the materials. The ARC shall determine whether the color plan and materials are consistent with the Homes in the surrounding areas and that they conform with the approved color scheme of Bellalago and Isles of Bellalago. The color plan must be submitted prior to construction or repainting. Homes shall be repainted as needed. The ARC, at the direction of Association, reserves the right, and is hereby given the right, to determine that any building in Bellalago and Isles of Bellalago is in need of outside painting. In the event the determination is made that a building requires outside painting, the ARC shall give the Owner(s) of such building notice of such determination, which notice shall be accompanied by the demand that such Owner(s) comply with such demand within forty-five (45) days after the mailing of such notice. In the event such Owner(s) fail to comply with such notice and demand, the ARC shall have the right, but not the obligation, to cause such outside painting to be done and performed, and shall make an Individual Assessment against the Owner(s) to cover the costs of such outside painting, including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such work, and shall have full lien rights against the Home as set forth in the Declaration.

6.10 Roofs

All roofs, including the replacement of all or any part of a roof, must be submitted and approved, in writing, by the ARC. No asphalt roof shall be permitted. All required heat and plumbing vents shall not penetrate the roof on the road-side of the building unless determined to be absolutely necessary by the ARC. In all events such vents and roof edge flashing shall be painted the same color as the roof. The ARC shall have final approval of color plans including materials. A sample of the material to be used, including the color of the material, must be submitted with the application for approval of a roof or for the replacement of a roof with any material other than the existing material.

6.10.1 Pressure Wash

Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated as often as appropriate, but in any event, within thirty (30) days' notice by the ARC.

6.10.2 Painted Tile Roofs

Painted tile roofs are permitted following documented procedures to include:

- Pressure wash entire roof
- Apply Behr Multi Surface Prime (Stain Blocking Primer and Sealer)
- Apply approved roof tile color Behr Paint (Flat Finish Multi Surface Roof Paint) for tile
- Apply Behr Low Luster Sealer (Sealcoat) for tile
- Must provide proof of materials used
- Stipulation: roof tile must be repainted as needed
- Approved colors only

6.11 Window Frames

Window frames other than wood must be either anodized or electronically painted. If a window frame is steel, the color should be in harmony with the exterior. No mill finish aluminum color will be allowed. All window frames of the home must be the same color, either bronze or white.

6.12 Front, Rear and Side Facades

The treatment of the rear and side facades will be similar to that of the front elevations of the Home and similar materials will be used as determined by the ARC.

6.13 Garages

No carports will be permitted. Garage doors may have embossed facing and windows (but only in the upper panels of the garage door). All garage doors must be color compatible with the approved color scheme of the home exterior. Garage doors must be functional at all times and be equipped with automatic garage door openers. No screening shall be permitted across garage fronts.

6.14 Electric Vehicle (EV) Charging Stations

EV charging stations are not permitted on the exterior of the residence.

6.15 Driveway and Walkways

All replacement driveways and/or walkways must be constructed in the same style, color, and of the same materials utilized by the original building in the construction of the original driveway and/or walkway. All requests for the extension or modification of a driveway must be submitted to the ARC with an application. Driveways shall be sealed. The ARC, at the direction of Association, reserves the right, and is hereby given the right, to determine that any driveway in Bellalago and Isles of Bellalago is in need of sealing.

6.15.1 Staining/Painting Driveways

Staining / Painting of Driveways is not allowed. Only clear sealants are allowed.

6.15.2 Driveway Extensions

Extensions of driveway must be submitted for ARC review. If extensions are approved, the pavers must match existing pavers or all replaced.

6.16 Parking

Owner's automobile shall be parked in the garage or driveway and shall not block the sidewalk. Parking on grass is not permitted. No vehicles of any nature shall be parked on any portion of Bellalago and Isle of Bellalago or a Lot except on the surfaced parking area. On street parking and overflow parking spaces is only permitted in designated areas and not overnight (11:00pm through 7:00am).

6.17 Recreational vehicles

Recreational vehicles such as ATV/UTVs, golf carts, go carts, campers and other similar type vehicles are not permitted to be parked overnight (11:00pm through 7:00am) in/on a driveway, sidewalk, yard, or parking lot. The list is not an all-inclusive list.

6.18 Golf Carts

Golf carts can only be operated by a valid licensed driver. Golf carts can only be driven on the cart/walkway paths along Bellalago Drive and Isles of Bellalago Drive and on the roadways within the housing areas. The owner of the golf cart must maintain annually that the operation of the golf cart is covered by a resident-owned liability insurance policy with policy limits in such amounts \$100,000/\$300,000 and \$25,000 in property damage. The insurance on the golf cart must name the Association as an additional insured. Registration is required with the Association to include proof of insurance. Once registered, a numbered decal will be provided. Golf carts cannot be operated within the Association without a decal. Golf carts may only be operated during daylight hours, from sunrise to sunset, unless properly configured with headlights, brake lights, turn signals, rearview mirror and a windshield. Golf carts must obey all posted traffic rules within the community and are subject to enforcement by the local authorities should a violation occur.

6.19 Signs

The following signs shall be permitted

6.19.1 Orientation, directional, or traffic control

Such signs as Association shall establish as being necessary for purposes of orientation, directional, or traffic control;

6.19.2 Permit Boards

Such signs as are presently authorized to developers and builders until such time as the Lots are sold. Notwithstanding anything to the contrary herein, contractors may place permit boards on a Lot when required by county code;

6.19.3 For Rent or For Sale

Owners shall not display or place any sign of any character, whatsoever, including "For Rent", "For Sale" or brokerage signs on the Common Area. Home Owners or their Realtors are required to use an approved "For Rent" or "For Sale" sign. Association will be responsible for providing and placing any and all signage on Common Area which is properly applied for by Owner. Such sign must be removed immediately upon completion of construction. Owner must submit a completed application and fee to the Association for sign placement no later than thirty (30) days prior to the date which the Owner desires to have a "For Sale/Rent" sign placed on any Lot. All signs will be standard and uniform in size, color, quantity and quality for all Lots and subject to the Signage Guidelines, attached hereto as Exhibit A. Any such sign shall be removed within five (5) days from the date a binding agreement is entered into for the sale, lease or rental of the property or immediately upon the removal of the property from the market, whichever occurs first.

6.19.4 Political

No political signs shall be displayed in the public view, including windows, on any property within Bellalago and Isles of Bellalago and all Owners of property subject to these ARR do hereby grant to Association and the ARC, the right to enter upon their property for the purpose of removing any unauthorized signs. Notwithstanding the foregoing, the sign requirements above shall not apply to the Bellalago and Isles of Bellalago HOA.

6.19.5 Security Signs

Security system signs affixed to fences, gates, residences and mailbox posts are not permissible. (except for one (1) security alarm company sign no larger than 12 inches by 12 inches as allowed per Chapter 720 of the Florida Statutes).

6.19.6 Celebratory

Celebratory signs such as graduation and birthday signs shall be removed within five (5) days after event date.

6.20 Games, Play Structures and Recreational Equipment

No basketball-backboard, outdoor play equipment, skate board ramp, swing set, gym, sand box, nor any other fixed or portable game or play structure, including, without limitation, portable goals, platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a lot located within the sight of the street or of any neighboring properties unless properly screened from view and be properly secured as determined by the ARC. All such structures must have the prior written approval of the ARC and be consistent with the requirements of the Declaration. Owners shall take all recommended actions to secure portable and nonportable equipment upon issuance of any storm warnings of Tropical Storm Warning or higher storm events to ensure that said equipment does not cause bodily injury or damage to other's property. Play structures must be securely anchored and installed in a manner so that strong or tropical force winds or higher will not carry it to other properties causing damage or bodily injury. Any detachable parts on play structures must be removed and stored in a safe location when a tropical storm or hurricane warning is in effect. Play structures must be kept in good condition at all times including repair, painting or staining and the replacement of any covering. Any portable play equipment, including basketball goals, must be stored after each use and not left out overnight.

6.21 Fences and Walls

No fence or walls shall be constructed on any lot without the prior written approval of the ARC. Submittal must include information as to materials, size, location and design. If fencing guidelines conflict based on homesite type the ARC will determine which homesite type and fencing guidelines will take precedence. Any homesite drainage affected by installed fencing is the responsibility of the homeowner. The use of landscaping is encouraged in place of fences. No chain link fences will be permitted. Fence cannot exceed 1/3 forward from the rear of the home. One third is calculated using the length of the home on each side, with both sides possibly being different lengths. All fenced-in areas will be the landscape maintenance responsibility of the Owner. Fences or walls for garbage areas and air conditioning equipment shall be indicated on plans submitted to the ARC. The ARC may adopt sample standards by which fences and walls may be built. The ARC may withhold its consent for the installation of any fence or wall that does not meet the Fencing Guidelines and any standards set forth herein. Without limiting any other provision hereof, the ARC may require supplemental planting and/or ground cover to enhance the appearance of any fencing.

6.21.1 Homesites adjacent to wall

Fence to be either 48" high bronze or black aluminum or 6'0" high white PVC.
Top of fence cannot extend beyond top of masonry wall

6.21.2 Corner Homesite

Fence to be 48" high bronze or black Aluminum. Fence to be a minimum of 10' from street side property line.

6.21.3 Interior Homesites

Fence to be either 48" high bronze or black aluminum or 6'0" high white PVC

6.21.4 Conservation Homesite

Fence to be 48" high bronze or black aluminum.

6.21.5 All Waterfront Homesites

Fence to be 48" high bronze or black aluminum.

6.22 Landscaping Criteria

Basic landscaping plans for each Home or the modifications to any existing landscaping plan must be submitted to and approved in writing by the ARC. All landscaping must be installed as to fit in with neighboring properties and must be "Florida Friendly Landscaping" as published by the University of Florida. The ARC may reject the landscape plan based upon its review of its overall design, impact, and nonuse of Florida Friendly materials. Such landscaping plan must detail the location of beds and planting materials. New plantings shall require the Owner to maintain such area at such Owner's own cost. The planting of dangerous plants resulting in unusual or excessive debris will not be permitted. No nuisance and exotic vegetation plants are permitted. Examples of nuisance and exotic vegetation include, but are not limited to, cattails, primrose, willow, wax myrtle, saltbrush, elderberry, Sesbania, Chinese wisteria, and grapevine. No landscaping or soil shall be removed without the prior written approval of the ARC. Each Owner is solely responsible for compliance with landscaping and zoning codes.

6.22.1 Trees

Removal of all trees is discouraged. Tree removal requires ARC review and approval. Removal of street trees must meet the above criteria or be causing sidewalk, driveway, or other infrastructure issues. Mitigation is first required and might consist of a root blocker. In order for a tree to be approved for tree removal, one of the following criteria must be met: 1) It is dead or dying, 2) It is diseased, 3) It was damaged in a storm so much so that it will not survive, 4) It is required for approved construction such as a driveway expansion or pool installation. When approved by the ARC for removal and replacement, the replacement tree must 1) be on the approved tree list, 2) must be 15 gallons or more, 3) must be at least 15' tall, 4) trunk must be at least a 3" diameter. The new tree must be planted within 30 days from the removal of the existing tree. Planting delays due to the season or stormy weather can be approved by the ARC and an agreed upon planting date selected.

6.23 Sod, Turf, Grass

Residents are to follow the guidelines established for turfgrass as identified by the University of Florida for Florida Friendly Landscaping. (<https://edis.ifas.ufl.edu/topics/turfgrasses>) By following these guidelines in turfgrass selection, low maintenance and water conservation can be achieved. Additionally, following this guidance minimizes the need for fertilizer thereby increasing the health of our waterways and wildlife. Please reference the use of this guidance in your choice of sod, turf, and grass in your ARC application.

6.24 Swimming Pools

No above ground pools shall be permitted. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ARC, which include, but are not limited to, the following:

6.24.1 Composition

Composition to be of material thoroughly tested and accepted by the industry for such construction. No lighting of a pool or other recreation area shall be installed without the approval of the ARC, and if allowed shall be designed for recreation character so as to buffer the surrounding Homes from the lighting;

6.24.2 Surveys

All applications for the installation of a swimming pool must be accompanied with a survey of the Home and the proposed pool and equipment location. Prior to commencement, a building permit is required. The pool must comply with all applicable setback requirements.

- 6.24.3 Pool equipment
Pool equipment must be placed out of view, as much as possible, of neighboring properties and the noise level to neighboring properties must be considered in locating equipment. Pool equipment should be located at a minimum of five feet (5') from the property line and in a location which is least intrusive to neighboring properties. If garages are located along property lines, then pool equipment may be located between parallel garage walls within the five feet (5') setback, but no greater than three feet (3') from the property line. The need to screen equipment may be necessary. All screening must have the prior written approval of the ARC and must be color compatible with the Home;
- 6.24.4 Heating Equipment
Pool heating equipment must comply with all applicable building, zoning and fire codes. Solar pool heating panels must comply with the same requirements as solar. All screening must have the prior written approval of the ARC;
- 6.24.5 Slides and Platforms
No slides or platforms shall be permitted without the prior written approval of the ARC.
- 6.25 Screened Enclosure
No screened enclosure, for pools or otherwise, shall be installed unless approved in writing by the ARC. The approval of the ARC may address color, height, setbacks, buildable area radius, and other like factors. The ARC may adopt sample standards by which screened enclosures may be built.
- 6.25.1 Pool/screen enclosure color
Should be bronze for all screen and structural components, unless otherwise provided by the ARC, other than those portions of the pool enclosures which exist entirely within the buildable area of the site.
- 6.25.2 Pool/screen enclosure dimensions
Pool/screen enclosures should be no wider than the width of the building to which they are attached.
- 6.26 Courts
Tennis courts, play courts and game courts are not permitted within Lots.
- 6.27 Garbage and Trash Containers
No Home shall be used or maintained by an owner as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept out of public view from either the front of a Home or from neighboring properties. Trash containers must be screened from view by either dense shrubbery, shielding those 100% upon planting from view of the street, or ARC approved vinyl fence or block wall not to extend farther than four feet (4') from the side of the home and no taller than five feet (5') in height. If on a corner lot and the containers are stored on the street side, those must be shielded on all sides. Trash containers shall not be put out for collection earlier than 6pm the day before pick-up and must be returned to the home the day of the pick-up. No outside burning of trash or garbage shall be permitted.
- 6.28 Temporary Structures
No structure of a temporary character, trailer, tent, shack, garage, barn or other out building shall be used on any Home at any time as a Home either temporarily or permanently.
- 6.29 Window/ Wall Units
No window or wall air conditioning unit may be installed in any window or exterior wall of a home.

6.30 Mailboxes

No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Home unless and until the size, location, design and type of material for said receptacle shall have been approved by the ARC. Each mailbox and post shall be maintained by the Owner having the use of such mailbox. Tandem boxes shall be jointly maintained, with each Owner contributing equally for maintenance and repair costs. Only approved mailboxes may be installed.

6.31 Utility Connections

Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. No exposed wiring on the exterior of a structure will be permitted other than originally installed by Developer.

6.32 Satellite Dishes and Antenna

All outside antennas, antenna poles, antenna masts, electronic devises, satellite dish antennas, or antenna towers are subject to the prior written approval of the ARC. Any ground level device must be concealed from street view. The Installation of the antenna must comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes. One-meter satellite dishes may be placed below the roof line in rear of the Home with the prior written approval of the ARC.

6.33 Flags and Other Structures

A homeowner may display, without ARC approval (per Chapter 720.304 of Florida Statutes), up to two flags all year long which include only the U.S. Flag, U.S. Army, Navy, Air Force, Marine Corps, Space Force, Coast Guard, POW-MIA, the Flag of the State of Florida and first responder flags. A first responder flag is defined as a flag that honors the service of law enforcement officers, firefighters, paramedics and emergency medical technicians, correctional officers, 911 operators, nurses, persons participating in urban search and rescue and federal law enforcement. No other flag or banner shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Bellalago and Isles of Bellalago that is visible from the outside without the prior written approval thereof being first had and obtained by the ARC as required by these ARR. The above flags may not exceed 4 ft by 6 ft and only displayed in a respectful manner. In addition, no ARC approval is required for the installation of one (1) freestanding flagpole no more than twenty (20') feet high on any portion of such Owner's Lot, so long as the flagpole does not obstruct sightlines at intersections and is not erected within an easement.

6.34 Lights – In General

All lighting must be approved by the ARC with the exception of holiday lighting as indicated in separate section. No spotlights, floodlights, or other high intensity lighting shall be placed or utilized on any lot or structure in any manner which will allow light to be directed or reflected on any other property. Any and all such lighting shall be adjusted and aimed to minimize light trespass on neighboring properties. All light sources shall direct the light downward, minimizing light leakage above a horizontal plain at the height of the light sources. All lighting must be white (neutral) in color and low intensity.

6.34.1 Holiday lights

Shall be permitted commencing on Thanksgiving and shall be removed not later than January 15th of the following year.

6.34.2 Docks lights

See Dock Section Exhibit B under separate section.

- 6.34.3 Landscape lights
Must be white in color (no colored lighting permitted except as outlined for holiday decoration only during specified times). Spot lighting on landscaping and foliage shall be limited to 12 watts. No landscape lighting is permitted on the street side of the sidewalk. Per Declarations, the ARC may require removal of any lighting that creates a nuisance such as unacceptable spillover to another home.
- 6.34.4 Patio, Covered Patio and Lanai lights
Lights must be confined within the patio, covered patio, and lanai and not intrusive to other homes (e.g., strobe lighting, spot lights, etc.)
- 6.34.5 Front Façade lights
Any change to original front façade lighting must be approved by the ARC and in keeping with harmony of Bellalago and Isles of Bellalago homes. Must be white in color (no colored lighting permitted except as outlined for holiday decoration only during specified times).
- 6.34.6 Eave lights
The number of lights is not to exceed two (2) per side of home with the expectation that one (1) is at front corner, one (1) is at back corner; in addition, one (1) light over front door and one (1) light over each garage door is permitted. Lights can only be white, low intensity and dusk to dawn only feature and ability to turn off.
- 6.35 Additions
Rain water from a new addition roof or new grade of home terrain must not run on neighboring property as to create a nuisance or adversely or negatively affect the drainage of the neighboring property. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors. Each owner is responsible for maintaining established drainage patterns on the Lot comprising the Home so as not to adversely affect drainage in any other portion of Bellalago and Isles of Bellalago.
- 6.36 Awnings and Shutters
All awnings and shutters (other than those initially installed) must be approved in writing for aesthetic and overall appearance by the ARC and must be color compatible with exterior of the Home. Retractable awnings are only allowed in the rear of the home, must be secured to the home, and retracted daily when not in use.
- 6.37 Hurricane Shutters
Any hurricane shutters or other protective devices visible from outside a Home shall be of a type approved in writing by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to 72 hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters.
- 6.38 Doors
The replacement of exterior doors must be color compatible with the exterior of the Home. All exterior entrance doors must be compatible within the immediate surrounding neighborhood. Full view glass storm doors, a door installed in front of a standard entry door, will be considered by ARC.
- 6.39 Glass Block
The use of glass block on an existing Home or the use of glass block in an addition to an existing Home is subject to written approval by the ARC. Glass block is not permissible in the front of the home.

6.40 Storage Sheds

No temporary or permanent utility or storage shed, storage building, tent or other structure or improvement shall be constructed, erected, altered, modified or maintained on the exterior of the home without the prior written approval of the ARC. No storage structure or other structure will be approved if visible from a parcel's frontage or adjacent parcels. Structures within the lanai must be secured to minimize damages caused by adverse weather.

6.41 Retaining walls

Retaining walls in Lake Bellalago require ARC approval.

6.42 Gutters

All gutters shall be compatible with the exterior house color, trim color and window metal color. Gutter down spouts must not concentrate water flow onto neighboring properties.

6.43 Solar Collectors

Solar collectors represent a large visual impact on a structure due to their size. Therefore, it is important to properly integrate the collector into the design of the house to conceal it. Collectors must be located to give maximum advantage to the user and minimum visibility. Piping must be concealed to the extent possible. Freestanding collectors must be located behind the structure and completely concealed from the street with approved shrubbery or fencing.

6.44 Decks and Patios

Wood decks are not permitted with the exception of dock decks. See section on docks. Patios may be installed in lieu of decks constructed with either concrete or pavers and require ARC approval.

6.45 Gazebos

Gazebos are not permitted

6.46 Firepits

Firepits require ARC approval.

6.47 Pergola

Pergolas require an ARC approval. A pergola is a structure with open sides and an open roof consisting of crossbars supported by columns and cross beams. The pergola must be anchored to the Home if placed adjacent to the Home, otherwise anchored in concrete footers at a depth required by the county building code. All applicable county permits and requirements must be met.

6.48 Fishing, Lake and Pond Access, and Docks

Fishing is allowed, but only with a state fishing license. Persons under the age of 16 and Florida residents over the age of 65 are not required to have a fishing license (Florida Statute 379.353). Proof of age must be carried on your person. Nonresident seniors need a Florida fishing license.

6.48.1 Catch and Release

Lake Bellalago and all of the ponds in Bellalago and the Isles of Bellalago are "Catch and release" waterways (Bellalago Fishing Club Bylaws). All fish that are caught in the lakes and ponds in Bellalago and the Isles of Bellalago are to be returned to the lake immediately. This is a safety concern because pollutants from the roads drain into the lake and make the fish unsuitable for eating.

6.48.2 Fishing Equipment

Only fishing with a pole and line or a rod and reel are allowed in Bellalago and the isles of Bellalago. Trotlines and setlines (fishing lines with multiple hooks) are strictly prohibited (Florida fishing regulation 68A-23.004).

6.48.3 Circle Hooks

Circle hooks are to be used anytime live bait is utilized for fishing in order to reduce the chance of a fish being injured by swallowing a hook.

6.48.4 Pedestrian and Golf Cart Access to Lakes and Ponds

Pedestrian and golf cart access to Lake Bellalago and ponds within Bellalago and Isles of Bellalago may only be accessed via designated community common areas or designated access areas used by landscape contractor. Pedestrians and golf carts are not permitted to trespass on personal property to access Lake Bellalago and ponds within Bellalago and Isles of Bellalago without written homeowner approval.

6.48.5 Private Docks

Private docks are permitted as set forth in Section 4.9 of the Declaration and the specification requirements set forth below. Approval must be obtained from the ARC before the start of the construction of a boat dock. Docks must be maintained by the property owner. Landscaping around dock, deck, or walkway is not permitted. Residents are to notify Association when dock build is complete for inspection and certification of compliance.

6.48.6 Dock location

Docks have been individually located to maximize view and to make docks available for as many home owners as possible. Location is determined according to master plan.

6.48.7 Dock lighting, electricity and water

All docks on Lake Bellalago must have running water, 120 volt electric and an electric pedestal light at the far end of the dock. Electrical, running water, and pedestal light must be installed at time of dock construction. The pedestal light must be between 24 and 40 inches high and turn on by itself at dusk. It has been determined that lights at the end of the dock are needed as a safety issue. The maintenance and up keep of the pedestal lights are the homeowner's responsibility.

6.48.8 Dock Material

Dock materials are specified as a 4' wide TREX™, DECADES™ or EQUIVILANT (minimum 10-year warranty), Accents composite wood decking system combined with pressure treated wood (.40ACQ Retention) structural foundation including: 4" x 6" poles, 2" x 8" framing, 2" x 4" X-bracing, 2" x 6" ledgers and a 2' x 16" TREX™ Accents deck area to accommodate a fiberglass dock box to house the solar charged power pack if boat lift is available and purchased.

6.48.9 Dock color

Dock colors include saddle color. Accents decking and natural color (inherent to material) pressure treated wood foundation.

6.48.10 Dock insurance

All private boat docks must carry \$100,000 personal injury & liability & \$25,000 in property damage insurance.

6.48.11 Dock layout (shape)

All docks must be designed as "L" or "T" shape.

6.48.12 Dock Additions

All additions to a dock, such as a boat equipment box, tool box, fish cleaning stand, benches or similar items require written ARC approval before they are added to a dock.

6.48.13 Walkway to Dock

Walkway to dock requires ARC approval. The entire walkway must be ground level so not to impede mowing. Material used must be pavers: concrete, gravel, etc. are not permitted. Steps, hand rails, and path/walkway raised lights are not permitted. Property drainage must be restored to original topography.

6.48.14 Dock Deck Specifications

Docks require ARC approval prior to being built. Deck material must be the same material as dock and saddle color as dock. The deck cannot be larger than 16 feet by 16 feet. At no time can the deck be screened in or any type of roofing be constructed on this deck.

6.49 Statuary

All statuary to be placed in a yard must first have the written approval of the ARC. Statuary, as used herein, shall mean any object whether composed of metal, wood, rock or artificial substance, which is to be placed in the yard of a Home. Examples include birdfeeders on a post and birdbaths, fountains, ornaments, sculptures, etc. Statuary which has moving parts must be so noted when submitting to the ARC. Any statuary with an electric motor must be placed in such a way so as not to disturb neighbors.

6.49.1 Front Yard

Statuary placed in front yard can be no larger than thirty-six inches (36") long, thirty-six inches (36") high and thirty-six inches (36") wide. It must be placed so as to fit into a planting bed.

6.49.2 Rear Yard

Statuary placed in the rear yard must be no larger than thirty-six inches (36") long, thirty-six inches (36") high and thirty-six inches (36") wide. It should be placed in such a manner so as to not be obtrusive to neighbors on either side or the rear of the home.

6.49.3 Side Yard

Statuary is not permitted in any side yard.

6.50 Generators

All home generators must be approved by the ARC and must comply with all applicable codes and ordinances. Generators may only be used during power outages and in accordance with applicable codes and ordinances, and may be tested as provided in the Declaration. Permanently installed generators must be installed at least ten (10') feet back from the front of the home and must be screened from street view. Generators may only be operated when there is a power outage or for the briefest possible time to test it as required by the manufacturer. Portable generators shall be stored in the garage and only placed outside during periods of power outage. They shall be operated in accordance with manufacturer's directions and located as far as possible from all adjacent houses.

6.51 Security Cameras

Home security cameras need to be mounted in the least intrusive or visible locations, and may only be focused on the resident's property. Security systems may be wireless or hard wired. If hard wired, wiring shall be run within the wall of the residence. A small penetration, properly caulked to prevent moisture intrusion is permissible to accommodate hardwired systems.

7 Construction Deviations

No construction may commence until the final plans and specifications have been approved in writing by the ARC. No deviations from the approved plans and specifications shall be permitted and

the ARC may require work to be stopped if a deviation is discovered until the deviation is corrected. Association may withhold issuance of its Certificate of Compliance if the completed Home deviates from the ARC approved plans and may take appropriate action against the responsible parties to require conformance to the ARC approved plans.

8 Administrative Fees and Compensation

As a means of defraying its expense, the ARC may institute and require a reasonable filing fee to accompany the submission of the preliminary plans and specifications, to be not more than one fourth of a percent (.25%) of the estimated cost of the proposed improvement, subject to a minimum fee of Twenty-Five and no/100 dollars (\$25.00). No additional fee may be required for re-submissions. No member of the ARC shall be entitled to any compensation for services performed pursuant to these community Standards. In addition, if special architectural or other professional review is required of any particular improvement, the applicant may also be responsible for reimbursing the ARC for the cost of such review.

9 Liability

Notwithstanding the approval by the ARC of plans and specifications submitted to it or its inspection of the work in progress, neither it, Developer, Association, nor any other person acting on behalf of any of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the ARC, nor for any defects in any work completed pursuant thereto. Each applicant submitting plans or specifications to the ARC shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. In no event shall the ARC, Association, or Developer owe any duty to any Owner or any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the respective Owner shall indemnify and hold harmless the ARC, Association, and Developer from any and all claims resulting therefrom including reasonable attorneys' and paraprofessional fees and costs. The approval of any proposed improvements or alterations by the ARC shall not constitute a warranty or approval as to, and no member or representative of the ARC or the Board shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and Association, generally, from and for any loss, claim or damages connected with such aspects of the improvements or alterations.

10 Construction by Owners

The following provisions govern construction activities by Owners after consent of the ARC has been obtained:

10.1 Miscellaneous

Each Owner shall deliver to the ARC copies of all construction and building permits as and when received by the Owner. Each construction site in Bellalago and Isles of Bellalago shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Property and other such areas in Bellalago and Isles of Bellalago shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Bellalago and Isles of Bellalago and no construction materials shall be stored in Bellalago and Isles of Bellalago subject,

however, to such conditions and requirements as may be promulgated by the ARC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Property or other Homes in Bellalago and Isles of Bellalago or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with these ARR's. Any permit boards or signs must be removed immediately upon completion of construction and work activities. In the event an Owner fails to comply with the foregoing, the ARC shall have the right, but not the obligation, to cause the boards and or signs to be removed and to charge an Individual Assessment against the Owner to cover the cost of removal including, without limitation, an administrative fee equal to the greater of fifty dollars (\$50) or 15% of the cost of such removal.

10.2 Owner Responsibility

Each Owner is responsible for ensuring compliance with all terms and conditions of the ARR by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ARC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Bellalago and Isles of Bellalago. Each Owner is responsible for restoring any Common Property damaged or destroyed by work activities of such Owner's Contractor(s). Fines and/or other remedies permitted under the Declaration may also be imposed in the event of one or more violations.

10.3 ARC Standards

The ARC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Bellalago and Isles of Bellalago. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ARC may also promulgate requirements to be inserted in all contracts relating to construction within Bellalago and Isles of Bellalago and each Owner shall include the same therein.

11 Inspection

There is specifically reserved to Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of Bellalago and Isles of Bellalago for the purpose of determination whether there exists any violation of the terms of any approval or the terms of the Declaration or the ARR. Without limiting the foregoing, the ARC shall have the right to make inspections during the construction of any structure or improvement to ensure that such structure or improvement is being constructed in accordance with the plans previously submitted to and approved by the ARC.

12 Violation

If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ARC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by

Association or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of the Declaration. The ARC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of the Declaration and the ARR, by any legal or equitable remedy.

13 Court Costs

In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ARC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

14 Supplemental Exculpation

Developer, Association, the directors or officers of Association, the ARC, the members of the ARC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ARC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications except as otherwise provided by Section 720.3035 of the Florida Statutes. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ARC or the members of the ARC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ARC or their respective members, officers, or directors in connection with the provisions of this Section except as otherwise provided by Section 720.3035 of the Florida Statutes. Association does hereby indemnify, defend and hold Developer and the ARC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees pretrial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ARC or their members, officers and directors. Developer, Association, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

15 Amendments to Community Standards

The ARC shall recommend from time to time to the Board modifications and/or amendments to the ARR. Any modifications or amendments to the ARR shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the Board. Notice of any modification or amendment to the ARR, including a verbatim copy of such change or modification, shall be posted within Bellalago and Isles of Bellalago, provided, however, the posting of notice of any modification or amendment to the ARR shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

16 EXHIBIT A Signage Guidelines & Application

Bellalago & Isles of Bellalago Community Association, Inc.

For Sale or Rent Signage Order Form

Please Complete the form and submit it along with credit card information to:

PIP Printing, 929 W. Oak Street, Kissimmee, FL 34741

PIP@PIPMarketing.com • 407-847-5565

Note: The real estate For Sale and Rent signs for use within Bellalago & Isles of Bellalago are obtained through an Agreement by and between Bellalago Community Association, Inc. and PIP Printing (Vendor) located at 929 W. Oak Street, Kissimmee, FL 34741, phone number 407-847-5565.

This agreement provides for the purchase and use of the sign by the Homeowner during the entire timeframe necessary to either sell or lease the property. The Vendor will fabricate and can also install if that option is selected.

The sign is owned outright by the Homeowner or their designee and may be used again on future Bellalago & Isles of Bellalago property listings. It will take approximately 4-5 days from receipt of the application to have the sign proofed, fabricated and installed. Homeowner or Designee will receive a proof, Association and the Vendor will not be responsible for any errors or omissions on the signs. Any incomplete application including those without full payment will be returned to the applicant.

See BellalagoHOA.com website for vendor information, approved standards and application.

Dimension Requirements:

- (SINGLE SIDED)
- 23"X17"X .040" ALUMINUM, PAINTED REFLEX BLUE
- COPY, LOGO & BORDER: WHITE VINYL 5X5 WHITE PVC POST, W/WHITE ISLAND CAP
- 23"X6" RIDER AVAILABLE UPON REQUEST PAINTED REFLEX BLUE (SINGLE-SIDED) COPY & LOGO: WHITE VINYL



17 EXHIBIT B Predetermined Dock and Boat Lift Specifications

BELLALAGO™
PREDETERMINED DOCK AND BOAT LIFT SPECIFICATIONS
06/03/2025

DOCK SPECIFICATION SHEET

Dock Sizes: Dock sizes are up to 4' wide and range from 34'-44' in length depending on location (see map from management company which specifies the approved location and dock length for each applicable residence)

Dock Locations: Docks have been individually located to maximize view and to make docks available for as many homeowners as possible. Location is pre-determined according to master plan.

Dock Materials: Dock materials are specified as a 4' wide TREX™, DECADES™ or EQUIVILANT (min 10 yr. warranty), Accents composite wood decking system combined with pressure treated wood (.40ACQ Retention) structural foundation including: 4" x 6" poles, 2" x 8" framing, 2" x 4" X-bracing, 2" x 6" ledgers and a 2' x 16" TREX™ Accents deck area to accommodate a fiberglass dock box to house the solar charged power pack if boat lift is available and purchased.

Dock Layout (Shape): All docks have been designed as shapes. See following pages for layout of shapes.

Dock Color: Dock colors include Saddle color. Accents decking and natural color (inherent to material) pressure treated wood foundation.

Dock lighting, electricity and water: All docks on Lake Bellalago must have running water, 120 volt electric and an electric pedestal light at the far end of the dock. Electrical, running water, and power pedestal light must be installed at time of dock construction. The pedestal light must be between 24" and 40" high and turn on by itself at dusk. It has been determined that lights at the end of the dock are needed as a safety issue. The maintenance and up keep of the pedestal lights are the homeowner's responsibility.

Dock Accessories: Accessories such as boat equipment box, tool box, fish cleaning, stand, benches or similar items require written ARC approval before they are added to the dock. No boat houses or covered walkways may be added to the predetermined boat dock package.

Inspection of Existing Docks: The ARC and/or Association will conduct safety inspections on docks that appear to be in poor condition or damaged, and recommend repairs. Non-compliance may result in fines, suspension of boat lift access, suspension of boating activities, dock condemnation and removal at owner's expense. At dock removal, all accessories, structure components, associated boat lift components, bracing and anchoring will be removed from the lake property, common areas and home owners' property.

Inspection and Compliance for New Docks: New dock builds will require a post-build inspection for compliance with approved application. A certification will be added to the resident record. Residents are to notify Association when dock build is complete for inspection

and certification of compliance. See section of ARR regarding Inspections.

All docks constructed on Lake Bellalago must conform to the above specifications whether purchased through AVATAR Properties Inc. or Taylor Morrison or purchased after closing to ensure the beauty and integrity of Lake Bellalago.

BOAT LIFT SPECIFICATION SHEET

Boat Lift Size: Boat lifts have a 6,000 lb. capacity and are approximately 10 feet wide and 12 feet 5 inches long.

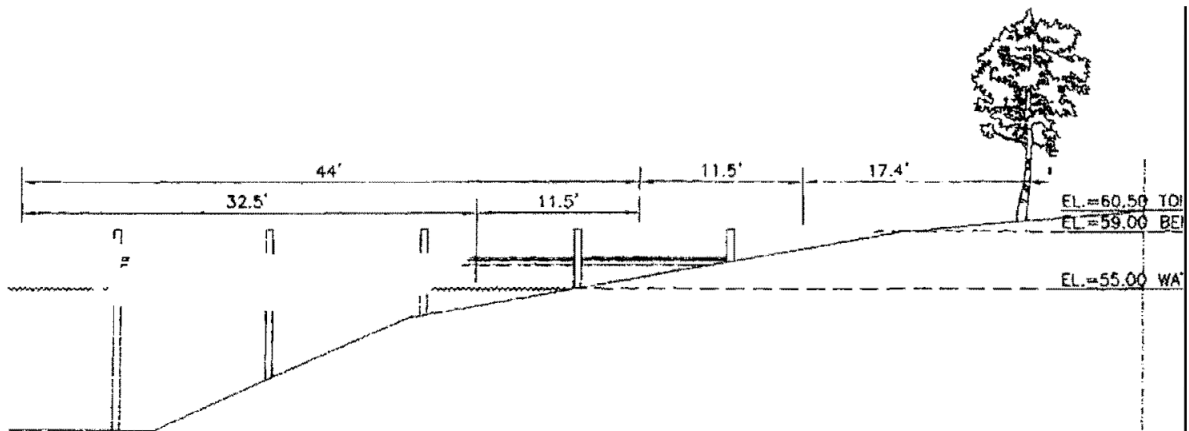
Boat Lift Locations: Boat lifts have been individually located on lots and docks to maximize views and to make boat lifts available for as many lots as possible. See following pages for layouts of individual boat lift locations.

Boat Lift Materials: Boat lift materials are specified as a 6,000 lb. capacity SunLift™ including solar charged power pack, fiberglass dock box (to house solar charged power pack), 2 remote control units, 5-amp charge controller, 4–6-foot reinforced legs, aluminum, guide-on set, and SunLift motor stop. Boat lifts have an aluminum structure, chrome-plated, stainless rams, rubber-capped aluminum bunk system, stainless steel hardware and environment-friendly hydraulic fluid.

Body Lift Layout (Shape) and Color: The Boat lift shape and color is consistent with the aluminum materials and SunLift structure.

Body Lift Accessories: Boat lift accessories have been outlined above under boat lift materials. No additional boat lift accessories including canopies may be added to the predetermined boat lift package.

All private boat lifts constructed on Lake Bellalago must conform to the above specifications whether purchased through AVATAR Properties Inc. or purchased after closing to ensure the beauty and integrity of Lake Bellalago lots.



44' DOCK SECTION

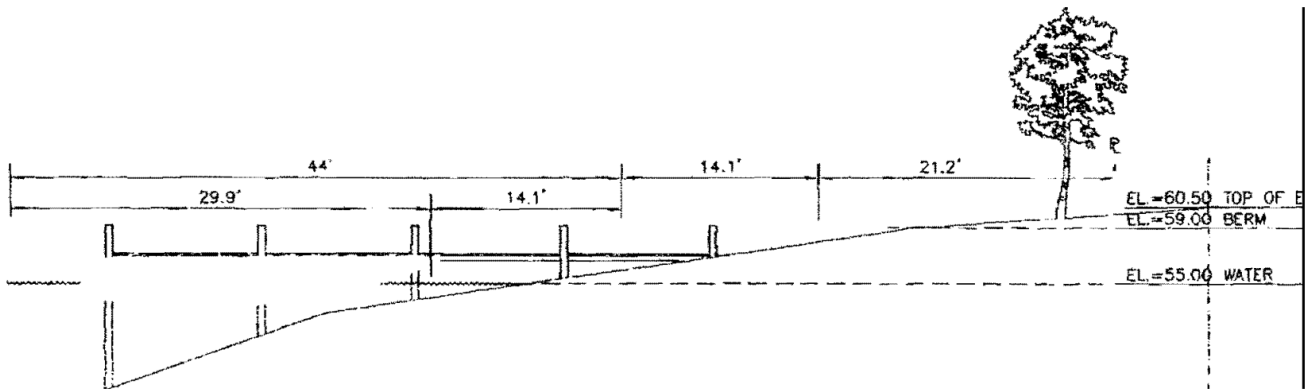
60° ANGLE FROM SHORE

SCALE: 1"=10'

400 W. EMMETT STREET, KISSIMMEE, FLORIDA 34741-5481
 PHONE: (407) 847-9433 FAX: (407) 847-2499
 ENG. CERT. OF AUTHOR. No. 3265/SUR CERT. OF AUTHOR. No. 3270
 ENGINEERING, SURVEYING AND PLANNING

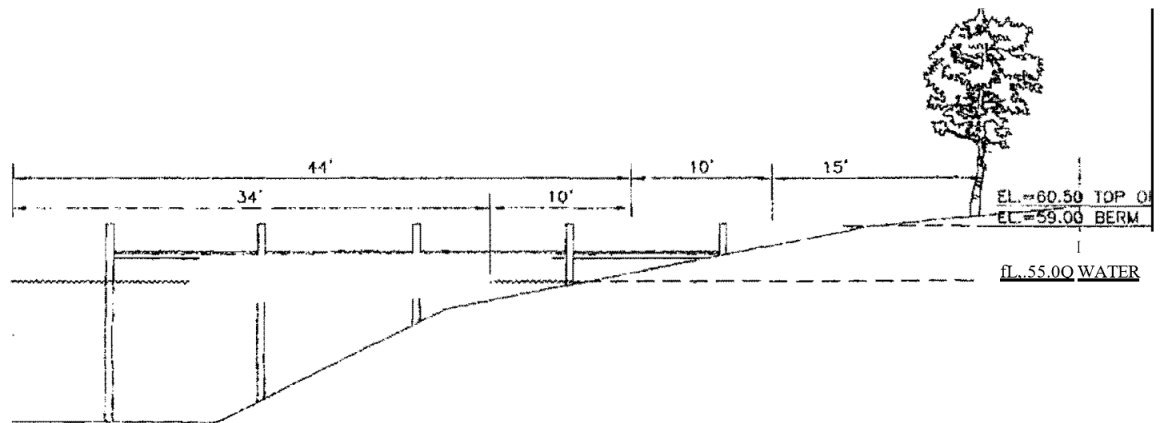
Hanson, Walter & Associates, Inc.

B



44' DOCK SECTION
 45' ANGLE FROM SHORE
 STANDARD SCALE: 1"=10'

	BOAT DOCK LAYOUT DOCK DETAILS		SHEET <u>16</u> c JOB <u>NC/ 38L</u>
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44' DOCK SECTION

90' ANGLE FROM SHORE

SCALE 1"=10'

STAMP		IWP			
18	SCALE	DATE	RANGE		
	F.B. 04-03	DATE (5-4-5)	SEC		
	AS NO.				
	ED				
OG/OU/04		OAF		BY	R(VI\$10NS

18 Rules and Regulations Governing the Private Lake

BELLALAGO™ AND ISLES OF BELLALAGO™ COMMUNITY ASSOCIATION, INC.

Rules and Regulations Governing the Private Lake

1. **Defined Terms:** In addition to the terms defined elsewhere in these Rules and Regulations Governing the Private Lake (these "**Rules and Regulations**"), all initially capitalized terms herein shall have the same meaning set forth in the Amended and Restated Bellalago and Isles of Bellalago Declaration (the "**Declaration**").
2. **Applicability**
 - 2.1. These Rules and Regulations apply to each homeowner ("Owner") in the Bellalago and Isles of Bellalago Community (the "Community") and operator of any powered watercraft and/or sailboat (collectively, "Watercraft") on the private Community Lake (the "Private Lake"). No Watercraft shall be operated on the Private Lake if such Watercraft does not belong to an Owner or Owner's immediate family. The Owner shall ultimately be responsible for, and have the duty to, ensure that the operation of the Watercraft is at all times in full compliance with these Rules and Regulations. The violation of any of these Rules and Regulations by any Owner, any member of his or her family, or any guest shall result in possible criminal or civil liability under Florida Law, as well as fines and/or the temporary or permanent loss of the Owner's privilege to use the Private Lake for boating activities, as may be determined and ordered by the Board of Directors of the Association (the "Board") (or its designated Private Lake committee, if established) following notice to the Owner and an opportunity to be heard on the charges and violations.
 - 2.2. The Association shall adopt a procedure to ensure: (a) that each existing and future Owner is given a copy of these Rules and Regulations; and (b) that before being entitled to operate any Watercraft on the Private Lake, the Owner has signed the form approved by the Board acknowledging his or her agreement to abide with and be bound by these Rules and Regulations, and has provided such executed form to the Association (through its Management Company).
3. **Permissible Watercrafts Associated Requirements and Restrictions**

No Watercraft shall be permitted to operate on the Private Lake unless it meets each of the following requirements:

 - 3.1. Watercrafts (other than jet skis and airboats) are permitted in the Private Lake. Such Watercrafts may not exceed twenty-six (26) feet in length and ten (10) feet in height. In addition to the foregoing, man powered Watercrafts such as canoes and kayaks are permitted in the Private Lake.
 - 3.2. No Watercraft shall be permitted to operate on the Private Lake if it is not properly registered under Florida law and if it is not also registered with, and has been issued a decal ("Decal") by, the Association or temporary identification by the Association (through its Management Company).
 - 3.3. All Watercrafts on the Private Lake shall be maintained in seaworthy condition with due regard to fire and safety hazards and the Owner shall be responsible for pumping his Watercraft when necessary. Watercrafts showing unusual leakage must be repaired or removed from the Private Lake. Should any Watercraft sink in the Private Lake, shall be the responsibility of the Owner to remove such Watercraft from the Private Lake within twenty-four (24) hours without cost, expense or damage to the Association. In the event such sunken Watercraft is not removed as provided herein¹ the Watercraft may be removed by the Association at the sole cost and expense

of the Owner.

- 3.4. No Watercraft which is leaking fuel or other potentially hazardous or environmentally damaging liquids or other substances shall be permitted to operate on the Private Lake. In the event of any violation of the aforesaid, any environmental clean-up undertaken by the Association will be at the sole cost and expense of the Owner of the Watercraft.
- 3.5. No Watercraft shall be permitted to operate on the Private Lake without having on board all necessary safety equipment required by Florida and/or Federal law, which may include, without limitation, life preservers or vests for each person on board, a fire extinguisher, and a whistle, horn or other similar device.
- 3.6. No Watercraft shall be permitted to operate on the Private Lake unless it meets the following sound level requirements:
 - 3.6.1. The exhaust of every internal combustion engine used on any Watercraft operated on the Private Lake shall be effectively muffled by equipment so constructed and used as to muffle the noise of the exhaust in a reasonable manner.
 - 3.6.2. No Watercraft shall be operated on the Private Lake if the sound level of such Watercraft exceeds the sound level emitted by the Watercraft when originally equipped by the manufacturer (*i.e.*, no manufacturer's supplied muffling system may be removed, disabled or otherwise altered if such a modification or change increases the noise level emitted by the Watercraft).
- 3.7. No watercraft shall be operated on the Private Lake unless the Owner or operator of such Watercraft has in force and effect liability insurance covering personal injury and property damage resulting from the operation of the Watercraft with limits of no less than One Hundred Thousand Dollars (\$100,000) in personal injury liability and Twenty-Five Thousand Dollars (\$25,000) in property damage. Such policy of insurance shall contain an endorsement naming Bellalago and Isles of Bellalago Community Association and Bellalago Club as additionally insured. The Owner shall provide the Association with a copy of the declarations page and Certificate of Insurance for such insurance policy prior to being issued a Decal and being permitted to operate any Watercraft on the Private Lake.
- 3.8. Only Watercrafts in good condition which are able to operate under their own power and/or sail shall be permitted on the Private Lake at any time.
- 3.9. Laundry shall not be hung or spread to dry or air in public view from any Watercraft or dock. Decks of Watercrafts docked on the Private Lake shall be kept free and clear of all debris, bottles, papers, trash and unsightly materials at all times.
- 3.10. Advertising or soliciting shall not be permitted on or from any Watercraft moored on the Private Lake, nor shall any "For Sale," "For Charter," "For Hire" or any other such signs be placed on any Watercraft any time except for lettering, registration number, flags and other displays customarily found on recreational Watercrafts. The Community employees are authorized to remove all signs in violation of these provisions.
- 3.11. No illegal activity or drugs or other contraband shall be conducted, used or stored on the Private Lake or Community property at any time.
- 3.12. Sailboat are required to tie off halyards. If this is not done and the slapping of halyards occurs,

the Board (through its Management Company) shall be authorized to tie off halyards and charge a nominal fee as may be established from time to time.

- 3.13. Owners of Watercrafts are prohibited from anchoring their Watercrafts in the Private Lake overnight the aforesaid also pertains to the attachment of Watercrafts to buoys.
4. Limitation on Number of Watercrafts per Owner. No Owner shall be permitted to have in operation on the Private Lake at the same time more than two (2) Watercrafts.
5. Qualifications Required to Operate Watercrafts on the Private Lake:
 - 5.1. No person under the age of sixteen (16) shall operate (or be permitted by the responsible Owner to operate) a Watercraft on the Private Lake.
 - 5.2. No person between the ages of sixteen (16) and twenty-one (21) years may operate a Watercraft on the Private Lake unless at least one of the following conditions are met:
 - 5.2.1. The person has in his or her possession aboard the Watercraft photographic identification and a boater safety identification card issued by the appropriate governmental authority which shows that he or she has completed a boater education course that meets the minimum 8-hour instruction requirement established by the National Association of State Boating Law Administrators or passed a course equivalency examination approved by the Association; or The person is licensed by the United States Coast Guard to serve as master of a Watercraft; or
 - 5.3. The person is accompanied in the Watercraft:
 - 5.3.1. by a person who is exempt from this section under subsection 5.3 who is attendant to the operation of the Watercraft and responsible for a violation that occurs during the operation; or
 - 5.3.1.1. by a person over the age of twenty-one (21) who is attendant to the operation of the Watercraft and responsible for any violation that occurs during the operation; or
 - 5.3.1.2. by a person who holds an identification card in compliance with Section 5.2.1 above, is eighteen (18) years of age or older, and is attendant to the operation of the Watercraft and responsible for any violation that occurs during the operation.
6. Hours of Operation of Vessels or Watercrafts: A person shall not operate a Watercraft on the Private Lake any earlier than one-half hour before sunrise or any later than one-half hour after sunset, until such time that all docks are equipped with required lighting. HOA Board of Directors has discretion to permit special and approved evening events on the water. Community-wide dock compliance will be a requirement for this consideration.
7. Requirements as to Use of Personal flotation Devices: No person may operate, or permit a Watercraft to be operated on the Private Lake, unless the following requirements regarding the use of personal flotation devices are met:
 - 7.1. Every person riding on or being towed behind a Watercraft must be wearing a personal flotation device approved by the United States Coast Guard.

- 7.2. person riding in a Watercraft under six (6) years of age (while such Watercraft is underway) and every person being towed behind a Watercraft must be wearing a personal flotation device approved by the United States Coast Guard.
8. Operational Requirements in "No Wake" Zones: The Private Lake is a no wake zone and boats are not permitted to travel more than five (5) miles per hour. For purposes of this regulation, a "no wake" speed is one defined to mean that the Watercraft: (a) is not operating on a plane; (b) is not in the process of coming off plane and settling into the water, (c) is not in the process of accelerating, and (d) produces no wake or no more wake than the minimum amount of wake necessarily created by the Watercraft in order to properly steer the Watercraft.
9. Vessels and Watercrafts Must be Operated in a Careful and Prudent Manner; Operational Requirements:
 - 9.1. Any person operating a Watercraft on the Private Lake shall operate the Watercraft in a reasonable and prudent manner, having regard for other waterborne traffic, the maximum speed limit, no wake/idle speed zone restrictions, and all other attendant circumstances as not to endanger the life, limb, or property of any person.
 - 9.2. Any person operating a Watercraft on the Private Lake shall make a reasonable effort to maintain a distance of one hundred (100) feet from all other Watercrafts.
 - 9.3. Racing, "hot-dogging," and similar potentially dangerous operations are prohibited, including without limitation: The racing of Watercrafts on the Private Lake.
 - 9.3.1. Maneuvers which unreasonably or unnecessarily endanger life, limb, or property, including, but not limited to, weaving through congested Watercraft traffic and swerving at the last possible moment to scare, spray or avoid collision with another Watercraft or person.
 - 9.3.2. Maneuvers which unreasonably or unnecessarily endanger life, limb, or property, including, but not limited to, weaving through congested Watercraft traffic and swerving at the last possible moment to scare, spray or avoid collision with another Watercraft or person.
 - 9.4. A person may not operate a Watercraft on the Private Lake towing a person on water skies, or an aquaplane, wakeboard, inner tubes, sleds, or similar device.
10. Swimming Prohibited - Swimming is prohibited in the Private Lake.
11. Private Docks
 - 11.1. Owners may construct docks on the Private Lake adjacent to their Lots for use with their Watercraft in accordance with Section 4.9.9 of the Declaration and subject to the following:
 - 11.1.1. Private Dock sizes, locations, materials, layout (shape), color, accessories, electric service and water supply shall be Lot specific and have been predetermined as shown on Exhibit A attached hereto (the "Predetermined Dock Specifications") There shall be no exceptions to the Predetermined Dock Specifications. As shown on the Predetermined Dock Specifications, Owners of Homes on some interior lake Lots may not install a Private Dock. See Exhibit A.

- 11.1.2. Once constructed, no additions or deletions will be allowed to Private Docks.
- 11.1.3. Once constructed, no attachments to Private Docks will be allowed unless otherwise included in the Predetermined Dock Specifications.
- 11.1.4. Private Docks may accommodate any Watercraft with a maximum length of twenty-six (26) feet and a maximum height of ten (10) feet. Depending on the length of a Watercraft, type of Watercraft, draw of a Watercraft, and angle of a Private Dock to the shoreline, a portion of a Watercraft may protrude past the end of a Private Dock.
- 11.2. Private Docks may only be used for boat docking and fishing. No swimming, diving, or any other activities, with the exception of boat docking and fishing, shall be allowed from any Private Dock.
- 11.3. Motorized and electrical boats may not be launched or left on the Beach or shore comprising part of the Community Property.
- 11.4. Boats should be stored in a Home's garage or in the water adjacent to a Private Dock if a Home has such a Dock.
- 11.5. Boat lifts accommodating up to a twenty-six (26) foot Watercraft are available as permitted by the Board from time to time.
- 12. Boat Fueling - No fueling is planned for boats from the water. Fueling will only be permitted on land within the Community Property, as defined in the Declaration, from above- ground storage tanks.
- 13. Boat Lift
 - 13.1. The Boat Lift is part of the Club Facilities.
 - 13.2. Each Owner shall be given a key card to allow such Owner access to the Boat Lift.
 - 13.3. The Boat Lift is intended to provide access from the Private Lake to Lake Tohopekaliga. No boat maintenance or repairs are allowed on the lift.
 - 13.4. During periods of high tide or excessive rain, the water level within the Private Lake may increase so that boats will be unable to fit underneath bridge overpasses giving access to the Boat Lift Access to Lake Tohopekaliga will be limited during periods of high water. Neither Bellalago and Isles of Bellalago HOA nor Association can guarantee access to Lake Tohopekaliga as it is a public lake affected by water management requirements of applicable governmental authorities. Use of the Boat Lift and adjacent ramps are governed by the Declaration, these Rules and Regulations and other applicable Florida laws and is at each Owner's sole risk.
 - 13.5. No watercraft shall be operated or docked on the private lake unless registered, licensed, and an annual registration with required named insured documentation.
- 14. Environmental Protection - Refuse, trash and/or garbage shall not be thrown overboard. Disposal of engine oils, filters, spirits, combustible liquids, etc., in the proper and approved manner is the responsibility of the Owner. Failure to properly dispose of such items will be reported to the

appropriate governmental authorities for prosecution under applicable environmental laws. In addition, the Owners will be responsible for all cleanup costs. Charcoal or open flame fires will not be permitted on docks or Watercrafts at any time.

15. Enforcement of State and County Laws, as Supplement by These Regulations, on the Private Lake: The Board, through the authority granted to it by the Community Documents, hereby authorizes the officers of any state or local law enforcement agency having the authority to enforce boating and marine safety laws on the waters of the State of Florida to like-wise enforce such laws on the Private Lake. Further, the Board may employ qualified individuals to assist it in enforcing these Rules and Regulations, if the Board in its discretion, determines that such is necessary to further the interests of the Association in maintaining the safety of all people and property on the Private Lake, the water quality of the Private Lake and its aquatic life and habitats, and/or the peaceful enjoyment and property values of those Owners living adjacent to the Private Lake. The Board is authorized to adopt a system whereby violations of these Rules and Regulations may (in addition to the penalties provided for by State or local law) also result in fines assessed against an Owner, and/or temporary or permanent suspension of an Owner's privilege to use the Private Lake for boating activities involving Watercrafts.
16. Notice. The Board will provide a copy of these Rules and Regulations to all owners.