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 RULES AND REGULATIONS
 OF
 THE POINTE AT PELICAN LANDING CONDOMINIUM ASSOCIATION, INC.**

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PROPOSED AMENDED AND RESTATED

RULES AND REGULATIONS

OF

THE POINTE AT PELICAN LANDING CONDOMINIUM ASSOCIATION, INC.

**SUBSTANTIAL REWORDING OF RULES AND REGULATIONS –
SEE CURRENT RULES AND REGULATIONS FOR PRESENT TEXT**

1. USE RESTRICTIONS

1.1 Unit Owner Responsibilities Regarding the Prevention of Fungal Contaminants (Mold and Mildew). Unit Owners must take all appropriate steps to reduce and/or eliminate the occurrence or continued existence of mold and/or mildew (collectively “mold”) growth in and around the Unit and appurtenant Common Elements and thereby minimize the possibility of adverse effects that may be caused by funguses, including mold. The Unit Owners’ responsibilities include, but are not limited to, the following:

1.1.1 The air conditioning system, and humidity control system if applicable, must be kept in good and working order. Whether occupied or not, the air conditioning system, and humidity control system if applicable, must be appropriately operated, when reasonably necessary, to adequately control the temperature, humidity and in-door air quality in the Unit.

1.1.2 The main valve on the water line serving the Unit must be turned to the OFF position if the Unit is to be unoccupied on an overnight basis.

1.1.3 All incidents of mold and water intrusion, including, but not limited to, water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks, or evidence of water intrusion must be immediately reported to the Association.

1.1.4 All regular and routine maintenance required to prevent water intrusion, and which is the obligation of the Unit Owner, must be timely and adequately performed. Such maintenance includes, but is not limited to the regular inspection, cleaning and services of all appliances servicing the Unit, including the air conditioning system, humidity control system if applicable, refrigerators, and freezers; the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures.

1.2 Television and Other Outdoor Antennae. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any Person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Condominium Property subject to compliance with the following requirements:

1.2.1 Permitted Antennas. Permitted antennas include (collectively hereinafter referred to as “antennas”):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

1.2.2 Location of Antennas. Antennas are only permitted to be installed in exclusive use areas, such as screened lanais, patios, or entry porches. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the Community if this placement would still permit reception of an acceptable quality signal. Antennae may not extend beyond the plane of the imaginary line running from the edge of the screened lanai, patio, or entry porch ceiling to the screened lanai, patio, or entry porch floor, bounded on the sides by the vertical screened lanai, patio, or entry porch walls.

Holes (whether through drilling, nails or screws, or otherwise) are not permitted in structural portions of the building (including, but not limited to, concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written approval of the Board of Directors. It is the intent of this requirement to ensure that the structural integrity of the Building (including, but not limited to, its water-proofness) is not compromised by the installation of antennas.

1.2.3 Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted, so long as the paint will not interfere with an acceptable quality signal.

1.2.4 Safety Requirements. To safeguard the safety of the Unit Owners, Occupants of the residence in which the antenna is located, neighboring Unit Owners, and other Owners and Members in the Condominium, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including, but not limited to, obtaining a permit for the installation of the antenna, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the Building, such as compromise of its water-proof integrity. Unit Owners shall indemnify the Association for any loss or damage (including attorneys’ fees) occasioned by non-compliance with these obligations. A Unit Owner shall indemnify and hold harmless the Association, and all other Unit Owners, for any damage that an antenna causes to the Condominium Property or to Persons or other property.

2. RULES AND REGULATIONS GOVERNING HURRICANE SHUTTER INSTALLATIONS

2.1 Definition. “Hurricane Shutter” shall mean any device, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

2.2 General. Hurricane Shutters are prohibited, except as same may be approved by the Board in accordance with these Rules and Regulations.

2.3 Installation Requests.

2.3.1 Any Person desiring a Hurricane Shutter shall submit a written request therefore to the Board (or Manager) by completing an application for approval to install hurricane shutters, as may be promulgated by the Board of Directors, not less than thirty (30) days prior to the proposed commencement of installation. The written request shall contain (1) the name and address of the Person desiring the Hurricane Shutter, (2) the Unit number to which the Hurricane Shutter will be installed, (3) the name, address, and telephone number of the proposed contractor who will install the Hurricane Shutter (together with the same information for any proposed subcontractors), (4) the proposed location for installation of the Hurricane Shutter, (5) the proposed type, style, brand, color, material and name and address of the manufacturer of the Hurricane Shutter, and (6) the proposed manner of installation of the Hurricane Shutter.

2.3.2 The written request required by Paragraph 1 above shall be accompanied by a copy of (1) the occupational license and certificate of competency of the proposed contractor (and, if applicable, the subcontractor) who will install the Hurricane Shutter, and (2) the insurance certificate of the proposed contractor (and, if applicable, the subcontractor).

2.3.3 In the event that the Board, in its sole discretion, determines it to be necessary to have the Association’s engineer review the documentation supplied pursuant to Paragraphs 1 and 2 above, for the purpose of determining whether the proposed Hurricane Shutter conforms to these Rules and Regulations and/or the applicable building codes, then the Person requesting the installation of the Hurricane Shutter shall pay to the Association the estimated cost of such engineer’s review within five (5) days of receipt of notice from the Board. Failure to pay the cost for the engineer’s review within thirty (30) days subsequent to receipt of the Board’s notice shall be deemed a withdrawal of the request for installation of the Hurricane Shutter. The Board shall be relieved from the requirement to approve or disapprove the proposed installation if said engineering fees are not paid.

2.3.4 Within thirty (30) days subsequent to receipt of the written request and accompanying documentation, pursuant to Paragraphs 1 and 2 above, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutter. For good cause, the Board may extend the time in which to approve or disapprove the proposed installation for a

reasonable time, not to exceed an additional thirty (30) days (i.e., 60 days from date of receipt of written request and accompanying documentation). Good cause may include, but shall not be limited to, the engineer's inability to timely review the documentation. The Board shall send notice to the Person requesting the proposed installation, whether the installation is approved or disapproved. In the event that the Board shall disapprove the proposed installation, the notice shall state the basis for the disapproval. The Board may promulgate, and amend, from time to time, any forms it deems appropriate to convey its approval or disapproval of requests to install Hurricane Shutters.

2.3.5 In the event that the Board approves the proposed installation, construction shall commence within sixty (60) days subsequent to receipt of the Board's notice of approval. Failure to commence construction within the specified time shall be deemed an abandonment of the installation, a withdrawal of the request for the proposed installation, a disapproval of the proposed installation, and the installation shall be prohibited. A Person deemed to have abandoned the installation shall be required to submit another written request for a proposed installation in accordance with these Rules and Regulations.

2.4 Maintenance and Owner Obligations. As a condition of approval, the Owner of a Unit requesting installation of Hurricane Shutters shall be responsible for the insurance, maintenance, repair and replacement of the Hurricane Shutters.

2.5 Contractor Requirements.

2.5.1 No Person (hereinafter Contractor) shall install, construct, affix, attach or place a Hurricane Shutter, unless such Person is qualified to do so and holds an Occupational License to perform such installation from the governmental agencies having jurisdiction over such type of work within the County and/or appropriate governmental Unit(s) in which the Condominium is located and holds a Certificate of Competency from the State of Florida or other applicable governmental authority.

2.5.2 In addition to the requirements of Paragraph 1 above, no Contractor shall install, construct, affix, attach or place any Hurricane Shutter, unless the Contractor shall obtain and maintain Public Liability Insurance, including completed operations, in an amount not less than \$300,000.00, per occurrence, Workers' Compensation Insurance in an amount not less than \$300,000.00, and Automobile Liability Insurance, including non-owned automobiles, in an amount not less than \$300,000.00, per occurrence. Notwithstanding any minimum amount requirements, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association and the Person requesting the installation of the Hurricane Shutter as co-insureds.

2.5.3 All insurance policies shall contain a clause requiring thirty (30) days prior notification to the Association in the event such policy or bond is to be canceled, terminated or modified in any manner. No Contractor or proposed Hurricane Shutter shall be approved, unless and until the policies or certificates of insurance are received by the Board.

2.6 Construction Lien Law. No Hurricane Shutter shall be approved, unless the installation thereof complies with the Construction Lien Law, Chapter 713, Florida Statutes

(2018), as same may be amended or renumbered from time to time. The requesting Owner shall be fully responsible for compliance with such laws and, as a condition of approval, specifically agrees to indemnify the Association against any liens or other encumbrances occasioned by the installation.

2.7 Completion of Construction. Construction of the Hurricane Shutter shall be completed within thirty (30) days subsequent to the commencement of construction. Failure to complete construction within the specified time shall be deemed an abandonment of construction/installation and a withdrawal of the request for the proposed installation, the installation/construction shall be prohibited, and the proposed Hurricane Shutter shall be deemed disapproved.

2.8 Operation of Hurricane Shutters. Hurricane Shutters shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements.

2.9 Liability. The Owner of the Unit to which the Hurricane Shutter is installed shall be liable for any and all damage to the Condominium Property, Association property or the property of other Owners arising out of or concerning the construction, installation or maintenance of the Hurricane Shutter.

2.10 Removal of Shutters. The Owner agrees to be responsible for all costs of removal and reinstallation of the Hurricane Shutters, or any portion thereof, if necessary, to allow the Association to fulfill its maintenance, repair and replacement duties as set forth under the Declaration and the Act.

2.11 Technical Specifications.

2.11.1 The Hurricane Shutter and the installation thereof, shall conform, in all respects, to the State Minimum Building Codes and the Building Codes of the governmental agencies having jurisdiction over the Hurricane Shutter installation in the Condominium.

2.11.2 The minimal and general specifications adopted by the Association, which shall be applicable to and binding upon all Hurricane Shutter installations are attached hereto as **Exhibit "A"** and incorporated herein.

2.12 Authority of Association Officers and Agents. All references to "Board" or "Association" herein shall include authorized Officers and agents of the Association.

2.13 Miscellaneous/Remedies. Any Unit Owner seeking approval for Hurricane Shutters shall sign an Application, attached hereto as **Exhibit "B"** and incorporated herein, which agrees to comply with these Rules (plus any other Rules and Regulations of the Association) including the following:

2.13.1 Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the Hurricane Shutters.

2.13.2 Owner assumes all responsibility for procuring, buying and/or obtaining all necessary Building or Zoning Permits, variances and adherence to any and all other

procedures outlined for the construction and maintenance of the improvements described herein by all City, Town, County, State or other governmental entities, including compliance, with current building codes.

2.13.3 Owner agrees to construct and maintain the Hurricane Shutters referred to herein in a first-class manner, and Association shall have the right, upon prior notice to Owner, to periodically inspect the shutters to verify compliance with this requirement. If Owner fails to maintain the hurricane shutters as required herein, after ten (10) days' written notice from Association to Owner, Association shall have the right to perform, or have performed, any required maintenance or repair work or to have the Hurricane Shutters removed and the property restored to its condition prior to the installation of the Hurricane Shutters. Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the Unit referred to herein in order to secure payment of any such sums. Said lien shall bear interest and be collectable and foreclosable in the same manner as liens granted to the Association under the Declaration and Condominium Act for non-payment of Condominium Assessments.

2.13.4 Owner agrees to indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including, but not limited to, attorneys' fees, arising out of or because of the construction, installation or maintenance of the Hurricane Shutters described above.

2.13.5 Owner agrees to be responsible for any damage to the Condominium Property, Association property or other Units within the Condominium which is caused as a result of the construction, installation or maintenance of the Hurricane Shutters described herein.

2.13.6 The Association shall not be required to approve or permit any Hurricane Shutter, unless and until the Person requesting the installation thereof has fully and completely complied with each and every provision of these rules.

2.13.7 No Contractor, subcontractor, laborer or materialman shall be permitted entry upon the Condominium Property, for purposes of actual installation, construction or delivery of materials, unless and until the proposed Hurricane Shutter has been approved by the Association.

3. ARCHITECTURAL REQUESTS. The ARC Form required for alterations to the Condominium Property is attached as **Exhibit "C,"** and is incorporated by reference into these Rules and Regulations.

4. HARD FLOORING. The Association's flooring specifications are attached hereto as **Exhibit "D,"** and are incorporated by reference into these Rules and Regulations.

5. CLUBHOUSE. Casual use of the clubhouse by Owners or Tenants and their Guests does not require an "Application for Private Use of Clubhouse," provided that the clubhouse is open for use by all Owners, Tenants, and their Guests during such uses. The Application for Private Use of the Clubhouse required for private usage of the Clubhouse is attached hereto as **Exhibit "E,"** and is incorporated by reference into these Rules and Regulations.

TECHNICAL SPECIFICATIONS FOR HURRICANE SHUTTERS

1. The materials, equipment, installation and construction of Hurricane Shutters installed on any property subject to the rules of the Association shall conform in all respects with the applicable Building Code and any applicable requirements of construction established by the government agency having jurisdiction over construction in the Condominium related to the wind load requirements for Hurricane Shutters.
2. Further specifications are as follows:
 - A. Type of Shutter: Roll Down, Storm Panel, Accordion, and Sliding (inside lanai)
 - B. Material: Aluminum, Lexan, Hurricane Proof Glass
 - C. Color: White, except for Lexan and Glass
 - D. Installation:
 1. Over Master bedroom window—shutters must be on the exterior of the Building.
 2. On porches, lanais, and patios —shutters must be installed either abutting the interior of the screen or directly covering the windows and doors within the porch, lanai, or patio.
 3. Shutters visible from the street (front and front sides) must be glass or Lexan and fastened inside the building.
 - E. Fastener / Attachment / Specifications:
 1. Submit samples of types of fasteners to be used
 2. Fasteners for aluminum components must be to current building code. Concrete anchors: Type 304 stainless steel (“Rawl Tapper”) with neoprene and stainless steel washer, length and diameter as required for proper embedment.
 3. No pop rivets
 - F. Other specifications / Comments:
 1. Sealant: To current building code
 2. Color: With the exception of glass or Lexan must be white.
 - G. Drawings of Installation:
 1. A drawing of design and installation must be attached to this Application.

Exhibit “A”
Page 1 of 1

APPLICATION FOR HURRICANE SHUTTER APPROVAL

I/We, the undersigned Unit Owners, understand that pursuant to the Rules and Regulations Governing Hurricane Shutter Installations for The Pointe at Pelican Landing, the Board of Directors must approve each installation of Hurricane Shutters. I/We represent that information contained below is correct.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

Unit Owner Name: _____ Unit # _____
Address: _____ Phone No.: _____
Contractor: _____ Phone No.: _____
Address: _____ License No.: _____
Proposed Date of Installation: _____

Please attach a copy of the shutter proposal or contract with plans and specifications.

By signing this Application, it is agreed that I/we have received and read a copy of the Rules and Regulations Governing Hurricane Shutter Installations for The Pointe at Pelican Landing and that I/we agree to abide by the regulations. I/We agree that the foregoing information is true and correct.

Signature of Unit Owner/Applicant Date: _____

The application form and a drawing/plan should be submitted to:

Scott Ludwick, Property Manager
c/o Vesta Property Services, Inc.
27180 Bay Landing Drive, Suite 4
Bonita Springs, Florida 34135
Email: sludwick@vestapropertyservices.com.com

Should you have any questions please contact Sterling Property Services for more information.

The above request for Hurricane Shutter installation for Unit# _____ has been:

APPROVED APPROVED WITH CONDITIONS DISAPPROVED

BOARD/MANAGEMENT: _____

DATE: _____

Exhibit "B"
Page 1 of 1

ARC FORM

Unit Owner: _____

Unit # _____

Address: _____

Phone No.: _____

A review is hereby requested to make the following modification, alteration or addition as described on attached pages.

Construction, installation, alterations and colors shall be in strict accordance with the approved drawings and notes on the drawings approved of this request is contingent upon your acceptance of total responsibility for repair of any and all fences, walls, electrical and electronic lines or equipment and any external portion of your/any residence in the process or as a result of said alteration or maintenance and completion of the alteration or maintenance and all repair work, which may be necessary within ten (10) working days of the completion date shown below. Further you will remedy grievances, which may be forthcoming as a result of this work. Commencement of the alteration or maintenance work constitutes acceptance of these conditions.

Contractor: _____

Phone No.: _____

Address: _____

License No.: _____

Proposed Start Date: _____

Completion Date: _____

Cert. of Insurance Attached: _____

Permits where applicable: _____

MODIFICATION BEING REQUESTED: Architectural Landscape Other

(Please describe in detail)*

Please include the following:

- * Drawings of modifications drawn to scale and on survey
- * Drawings of landscape plan changes on plot map or survey
- ** Any expense incurred due to City/County code changes will be the responsibility of applicant.

Exhibit "C"
Page 1 of 2

I HAVE READ THE ABOVE AND UNDERSTAND MY RESPONSIBILITIES

Signature of Unit Owner/Applicant

Signature of Contractor

Date: _____

Date: _____

The preceding application form, together with any required information if applicable, and a drawing/plan to scale for modifications and/or landscape changes should be submitted to:

Scott Ludwick, Property Manager
c/o Vesta Property Services, Inc.
27180 Bay Landing Drive, Suite 4
Bonita Springs, Florida 34135
Email: sludwick@vestapropertyservices.com.com

Should you have any questions please contact Sterling Property Services for more information.

The above request for modification to Unit# _____ has been:

APPROVED APPROVED WITH CONDITIONS DISAPPROVED

BOARD/MANAGEMENT: _____

DATE: _____

Exhibit "C"
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02/20/2019

LAW OFFICES
BECKER & POLIAKOFF, P.A.
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

Flooring Specifications

PROFLEX™ 90MSC

90 Mil Mega Sound Control Membrane

State-of-the-Art Mega Sound Control Membrane

PROFLEX™ 90MSC is a self-bonding, reinforced 90 mil-thick elastomeric membrane that provides superior sound reduction, crack isolation, and waterproofing. The membrane forms a permanent bond to most substrates, including (but not limited to) concrete, steel, wood, tile, stone, and cementitious and epoxy terrazzo. It is compatible with most urethane adhesives.

PROFLEX™ 90MSC bridges cracks and controls joints up to 3/8" wide, eliminating the transfer of cracks to the finished flooring.

PROFLEX™ is specially designed to be used under thin-set and mud-set mortars and adhesives for interior and exterior applications of ceramic tile, stone, and brick, and for interior applications of wood flooring. Other applications also may be suitable. Contact technical support for additional information.

PROFLEX™ 90MSC sound reduction properties are for floors requiring a minimum Impact Insulation Class (IIC) of 68 and Sound Transmission Class (STC) of 72, as tested in accordance with American Society for Testing and Materials (ASTM) Standards E90-02, E989-89, and E492-90. Testing for PROFLEX™ 90MSC was conducted on 8" concrete slab with a suspended gypsum board ceiling. Test conducted on 8" concrete slab with suspended gypsum board ceiling. Field sound tests were conducted on 8" concrete slab without suspended ceiling.

PROFLEX™ 90MSC warranty terms are up to ten (10) years, based on the system of materials used to install the finished flooring products.

PROFLEX™ 90MSC Summary of Features and Benefits

- Easy to install
- Exterior or interior conditions
- Wet or dry conditions
- Crack and joint isolation up to 3/8"
- Sound reduction (ASTM E90-02, E989-89, and E492-90; IIC rating 68 with suspended gypsum ceiling, one layer 5/8"; IIC rating 8" concrete slab no ceiling FIIC 49-54, depending on concrete type; STC rating 72)
- No waiting time for the installation of floor covering materials

PROFLEX™ 90MSC Recommended Substrates

May be applied over properly prepared substrates including (but not limited to): concrete slabs; precast panels; lightweight toppings; patching, leveling, and repair compounds; cement backer boards; terrazzo; ceramic tile; plywood; OSB board; particle board; steel; radiant-heated substrates; or masonry block.

PROFLEX™ Products, Inc.
3406 Dean Street, Naples, FL 34104 Phone (877) 5PROFLEX Fax (877) 283-1511
For Additional Technical Support, call (877) 538-3437
www.proflexism.com

Rev. 4/12/05

Proudly Made in the U.S.A.



Exhibit "D"
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02/20/2019

LAW OFFICES
BECKER & POLIAKOFF, P.A.
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

APPLICATION FOR PRIVATE USE OF THE CLUBHOUSE

Unit Owner/Tenant Name: _____
Address: _____ Unit # _____
E-mail Address: _____ Phone No.: _____
Date of Function: _____ #of Guests: _____
Room to be Used For (Purpose): _____
Time Room Will be Used: From: _____ Until: _____

RULES AND REGULATIONS FOR USAGE OF CLUBHOUSE

- 1. Reservations are for the Clubhouse only. The pool area cannot be reserved.
- 2. The Clubhouse may not be rented for commercial purposes.
- 3. A deposit of \$100.00 is required for use of Clubhouse. A non-refundable \$50 part of the deposit will cover any additional cleaning or repairs that may be needed after the party. Please make checks payable to The Pointe at Pelican Landing Condominium Association, Inc. and return the check and application form to:

Scott Ludwick, Property Manager
c/o Vesta Property Services, Inc.
27180 Bay Landing Drive, Suite 4
Bonita Springs, Florida 34135
Email: sludwick@vestapropertyservices.com.com

- 4. The Resident reserving Clubhouse is responsible for the cleaning and condition of the room after the party. Do not put holes in the walls with thumb tacks, etc. or use tape if hanging decorations.
- 5. Garbage from the party must be removed from the Clubhouse grounds.
- 6. Parties for minor children must be chaperoned. Children are not allowed to roam the Clubhouse or pool area freely.
- 7. The Resident reserving the Clubhouse must be a Unit Owner or Tenant at The Point at Pelican Landings, a Condominium.
- 8. Approval for a party is at the discretion of Management.

I have read and understand all the above rules and regulations for the use of the Clubhouse.

Date: _____

Signature of Unit Owner/Applicant

The above request for usage of Clubhouse for Unit# _____ has been:

APPROVED APPROVED WITH CONDITIONS DISAPPROVED

BOARD/MANAGEMENT: _____

DATE: _____

Exhibit "E"
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