

**BROOKSHIRE BATH AND TENNIS CLUB
ASSOCIATION, INC.**

RULES AND REGULATIONS

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AUTHORITY

The Brookshire Bath and Tennis Club Association, Inc. (The Association) subject to the rights of the owners set forth in the Declaration, shall be responsible for the exclusive management and control of the common areas.

ASSOCIATION RIGHTS

THE ASSOCIATION HAS THE RIGHT TO:

1. From time to time in accordance with its By-laws to establish, modify, amend and rescind reasonable Rules and Regulations regarding use of the common areas;
2. Charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
3. Suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this declaration against his Lot or Unit remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published Rules and Regulations.
4. Otherwise deal with the Common Area or any part thereof as provided by its articles;
5. Open the Common Area for use by non-members of the Association;
6. Restrict the use of common areas for special events, i.e., tennis matches, swimming meets, association social events, racquetball tournaments, etc.
7. Approve guests before they can use the facilities;
8. Pass upon a reasonable transfer fee for the use of the facilities.

USE RESTRICTIONS ON LOTS AND UNITS

Use of the units or lots is restricted to single family residential purposes only. These use restrictions shall not be construed in any manner as to prohibit a unit owner from maintaining his personal professional library, keeping his personal business or professional records, or accounts or handling his personal, business or professional telephone calls or correspondence in and from his lot or unit. However, any other commercial or business uses, which fall outside the parameters of what is construed to be a permissible use shall be considered in violation of this use restriction. The Association shall thereafter be entitled to bring an action for damages and/or injunction for the cessation of said violation.

COMMERCIAL BUSINESS: The use of a Unit as a place of business shall be limited in use by an in home Lee County Occupational License. A Unit owner may use part of the premises as an office to conduct a commercial business provided the owner possesses a valid Florida Business License.

COMMERCIAL BUSINESS VEHICLES: No more than ONE vehicle owned by or used for business purposes may be parked on Brookshire premises at any given time. Furthermore, no hazardous material related to the commercial enterprise may be stored overnight on the Unit's premises...indoor or outdoor. Removal magnetic signs or vehicle covers should be placed on all commercial / business vehicles.

USE OF ACCESSORY STRUCTURES: No tent, shack, barn, utility shed or other buildings, other than the dwelling and its required garage, shall, at any time, be erected on a Lot or Unit or used temporarily or permanently as a residence or for any other purpose. Outdoor units of an approved size for storage of garbage cans and similar items are allowed with the approval of the Board of Directors of the Association or its' designated committee.

PORTABLE BASKETBALL HOOPS: Portable basketball hoops have been approved by the Board of Directors. They are to be placed n the sides of driveways near the garage and are not to be permanently affixed to any part of the lot. Hours of use are to be limited to 8:00 a.m. to 10:00 p.m. No basketball hoops are to be attached to the garage.

MAINTENANCE OF IMPROVEMENTS: Each Lot or Unit Owner shall maintain the residential dwelling in good condition and repair including all improvements constructed upon his Lot or Unit. OWNER, after acquiring title, SHALL CHANGE THE EXTERIOR COLOR OF THE DWELLING ON HIS LOT OR UNIT including the driveway and roof thereof, or change the construction material of the dwelling or roof without the prior written approval of the Board of Directors of the Association or its' designated committee. County owned sidewalks may not be painted.

STORAGE OF RUBBISH: No Lot or Unit shall be used for the storage of rubbish.

NUISANCES: No noxious or offensive activity shall be carried on upon any Lot or Unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot or Unit other than in a garage and concealed from public view.

LOT UPKEEP: All Owners of Lots or Units shall, at a minimum, keep the grass regularly cut, trees and shrubs trimmed, and all trash and debris removed. Each Lot or Unit shall be maintained in a neat condition by the Owner thereof. In this context, the words "Lot" or "Unit" shall include that portion of property from the boundary of the Lot or Unit to the adjacent paved road surface.

"Neat" shall require at a minimum, that the lawn be regularly cut and fertilized and that mulch, gravel or decorative stone areas be regularly kept weeded so its appearance is in harmony with the neighborhood.

Grass must be maintained on 50% of the front lawn and 25% of the back lawn unless the owner is actively involved in the Florida Yards and Neighbors Program for certification. Mulch, gravel or decorative stone may be used on the side lawns.

Removal of invasive exotic plants as defined by the Florida Exotic Pest Plant Council <http://www.fleppc.org/> is encouraged as well as utilization of SW Florida native plants <http://edis.ifas.ufl.edu/EP011> in order to diminish watering and fertilization needs, both of which are harmful to our local environment.

FAILURE TO MAINTAIN: If the Owner of a Lot or Unit shall fail to maintain his Lot or Unit as required, the Association after giving such Owner at least five (5) days written notice, shall be authorized to undertake such maintenance at the Owner's expense. Entry upon an Owner's Lot or Unit for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association, any charge therefore shall be billed directly to the owner. If the bill is not paid by the owner and the association is later billed for this maintenance the payment shall be secured by a lien on the Lot or Unit.

ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that cats, dogs, and tropical fish or small caged pets (hamsters, gerbils, etc.) may be kept provided they are not kept, bred or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or property without the consent of the Owner of such Lot or property. All animals shall be on a leash when outside the Owner's Lot. No disposal of any pet/animal shall occur within Brookshire property. Compliance must also be maintained with Section 19 of the rules and regulations.

SIGNAGE RELATED TO INVISIBLE FENCES: If dogs confined by an invisible fence are seen as threatening and /or a nuisance to people passing by, the homeowner will be asked to place a small, discreet sign (no larger than 8" x 11") in the yard close to the curb or sidewalk indicating that an invisible fence exists. The prohibition against such signage in the yard will be waived in this case. Houses on a corner lot may have two such signs.

See signage related to Invisible Fences in Section 19.

SIGNS: No signs shall be displayed on Lots or Units, with the exception of a for sale sign in a window or screen and/or a home security sign. Security signs of a modest size (no larger than 13" x 13" or 169 square inches) will be permitted. Signs reflecting that a house is equipped with a security system must be posted within three feet of the house. No for sale signs are allowed on vehicles parked in driveways. For sale and garage sales signs are allowed only from Friday sundown to Sunday sundown at entrances to Brookshire and on the unit owner's property.

HOUSE NUMBERS: Houses will display the house number on the mailbox post or on the mailbox itself and/or on the house itself. Those who display their house numbers on their mailbox posts must not allow vegetation to cover all or part of the numbers. Emergency Services request that house numbers be displayed on both sides of a mailbox.

MAILBOX POSTS/LIGHTS: Mailbox posts and lights at the homeowners's curbside will be properly maintained at all times. (Lights should be functioning, support posts painted *Behr's* Cordovan Brown or a shade of brown extremely close to this color, the base of the mailbox should be positioned 38 to 42 inches from the ground, posts in good repair, and the design of posts similar to the Brookshire standard. The mailboxes will be black, no permanent decorations to the mailboxes are allowed; seasonal mailbox flags are acceptable for the two weeks prior to a holiday and one week after the holiday. Plastic globes shall be a uniform size.) Plastic globes the proper size are available for purchase at the clubhouse.

HOLIDAY DECORATIONS: Residents and tenants who have put holiday decorations in their yards or on the exterior of their homes are asked to remove such decorations within two weeks following the holiday.

WATER RETENTION AREAS: There shall be a ten foot (10) walkway or easement surrounding or bordering all water retention areas for maintenance of the retention areas by the Association. Lakeside homeowners or their agents may not use a riding mower within three feet of the high water mark. If the Association has planted aquascaping near the high water mark, neither the homeowners nor their agents may use herbicides or a weed-wacker or a like device to trim or destroy this littoral vegetation. Such maintenance shall include removal of aquatic weeds and debris. Swimming or bathing in water retention areas shall be prohibited. Docks or other structures may not be erected in water retention areas without the prior written consent of the Board of Directors. Also other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such rules and regulations as the Board of Directors may adopt from time to time.

VEHICLES: No vehicle shall be parked within the Brookshire subdivision except on a paved parking surface, driveway or within a garage. There shall be no parking on the grass, except while washing the car. No vehicle of any kind shall be parked on Brookshire streets overnight between 2:00a.m. to 6:00a.m. FL State Statute 316.194 (1) expressly prohibits overnight parking on County streets.

No vehicle with signage or exposed equipment may be parked at any lot or unit, or on the common grounds, within the Brookshire subdivision unless:

- A) The vehicle is parked inside a garage.
- B) The signage is covered by magnetic strips that match or closely match the color of the vehicle.
- C) The vehicle is parked in such a way that the signage is not visible from the street or from the neighbor's units.
- D) The exposed equipment is removed and placed inside the unit's house or garage.
- E) A manufactured cover designed for the vehicle is used to cover the entire vehicle including exposed equipment. Generic tarps and so forth are not acceptable.

The only exclusions to this regulation will be vehicles with a factory installed vehicle identification as part of the vehicle's paint job, and any law enforcement or emergency vehicle.

Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, any vehicles not in operable condition and validly licensed, shall only be permitted to be kept within the Brookshire subdivision if such are kept inside a garage and concealed from public view. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) hours or overnight whichever is less. With regard to campers, RVs, mobile homes, and travel trailers, homeowners or tenants who own or rent such a vehicle may park this vehicle in their driveway for up to 24 hours prior to and after a trip.

ARCHITECTURAL CONTROL

No exterior change or modification shall be made to any residential dwelling on a Lot or Unit, nor shall any fences, walls, structures or improvements be added to a Lot or Unit until the plans and specifications showing the nature, kind, shape, height, materials and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No approval shall be given by the Board of Directors or its designated committee pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall

- A) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Brookshire subdivision,
- B) protect and conserve the value and desirability of the Brookshire subdivision as a residential community,
- C) be consistent with the provisions of this Declaration, and
- D) conform to or enhance, in the sole opinion of the Board or its designated committee, the aesthetic appearance of the Brookshire subdivision.

Neither the Association, the Board nor any member of the Board or its designated committee, shall have any liability to anyone by reason of any acts or action taken in good faith pursuant to this Article.

ENFORCEMENT

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate, the provisions of the Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorneys fees, for all trial and appellate proceedings incurred by the party enforcing the provisions of the Declaration.

MEMBER DEFINITION

Every Owner of a Lot or Unit which is subject to assessment shall be a member of the Association, subject to and bound by the Associations' Articles of Incorporation, By-Laws, Rules and Regulations and the Declaration. The foregoing does not include persons or entities who hold a leasehold interest. Ownership as defined above, shall be the sole qualification for membership. Membership shall further be defined to include up to two (2) adults residing in a unit and to further include unmarried children under 25 years of age residing with their families within the unit. When any Lot or Unit is owned of record by two or more persons or other legal entity, only two persons from such Unit shall be members. An Owner of more than one Lot or Unit shall be entitled to one membership for each Lot or Unit owned. Membership shall be appurtenant to and may not be separated from, ownership of any Lot or Unit which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot or Unit. Only one member from a single unit may serve on the Brookshire Board of Directors at any given time.

RECREATIONAL ACCESS CARDS

SECTION 1

An Administration fee will be charged for issuing new or replacement recreational access cards.

Two Access cards shall be issued per unit to:

- A. MEMBERS:* Adults and children (16 years of age and older) residing in a Unit. Children under 16 must be accompanied by an adult cardholder when on Brookshire Bath & Tennis Club Association Common Areas.
- B. TENANTS:* Adults and children (16 years of age and older) residing in a Unit provided the member/owner transfers the recreation facility use to the tenant. Children under 16 must be accompanied by an adult cardholder when on Brookshire Bath & Tennis Association Common Areas.

GUESTS residing in a Unit without the member in residence must obtain a guest pass to use the recreational facilities.

GUEST PASSES:

SECTION 2

The following are not eligible for guest passes:

1. Tenant Resident residing in Unit without member/owner transferring recreational facility use to the tenant;
2. Non Tenant Adult residing in Unit;
3. Non Member Adult residing in Unit;
4. Guests participating in short-term activities such as racquetball, tennis, basketball. These guests will be signed in at the Clubhouse on a sheet provided for this purpose and the number will be limited to per team requirements; and
5. Non-tenant or non-member adult residing in the unit full-time with the owner or tenant, whether of the same gender or permanent non-spousal resident, will not be eligible for guest passes, but will be eligible for membership passes upon application and payment of fees by the member or tenant.

Guest Time Limits:

1. Out of town - residing in Unit with Member or tenant - maximum 30 days.
2. In town (living within Lee County) - maximum one (1) time per week (4 daily passes per month per guest). After the four (4) daily passes are used, this guest may not be eligible to be invited by any other member, spouse, or tenant during the remainder of that calendar month. **IN-TOWN GUESTS MUST BE ACCOMPANIED BY THE CARD HOLDER WHEN ON THE COMMON AREAS.**
3. On any given day, a unit may have up to six guests who would be using any of the facilities. Any exemption to this restriction requires approval from the staff person on duty or a Board Officer at least 24 hours in advance of the event.

TRANSFER OF RECREATIONAL FACILITIES:

Transfer or use fee shall apply to the following:

1. Any non-resident belonging to a Brookshire Sports Team (swimming, tennis, basketball, racquetball, volleyball etc.) playing in a League for the period of League play only;
2. Tenants receiving a transfer of recreational facility use from member.

TENANTS:

SECTION 4

Tenants shall include a copy of the lease, lease application, and a completed Transfer of the Recreational Facilities Use application (available at the Brookshire Clubhouse) signed by the owner or owner's agent, and a check made payable to Brookshire Bath & Tennis Club in the proper amount.

PURCHASERS BECOMING MEMBERS OF BROOKSHIRE BATH & TENNIS CLUB

SECTION 5

Purchasers shall include proof of ownership which may be a copy of the purchase contract and closing papers or deed, complete an Owner Information Sheet (available at the Brookshire Clubhouse) and a check made payable to Brookshire Bath & Tennis Club in the proper amount prior to receiving Recreational Access Cards.

GENERAL INFORMATION

SECTION 6

The Rules and Regulations of Brookshire Bath and Tennis Club are designed to protect the rights and privileges of the Association and protect its property. All Members, Tenants and Cardholders in addition to any other obligation, duty, right and limitation imposed upon them by the Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association and the Homeowner and Condominium Acts shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all Members, Tenants, Cardholders, Families and Guests. These Rules and Regulations will be reviewed periodically by the Board of Directors and amended as necessary to better serve the Membership.

VIOLATIONS:

SECTION 7

The Board of Directors, with the concurrence of the Violations Committee, shall have the right to suspend the use and privileges of any Owner, Tenant, Cardholder, Family or Guest of the Common Easements including but not limited to (clubhouse, pools, spa, tennis basketball, racquetball, bocci, volleyball, shuffleboard courts, fitness room, recreation field, etc.) after proper notice and hearing for any violation of the Rules and Regulations as set forth herein. As provided in the By-Laws and Florida Statutes, the Board of Directors, with the concurrence of the Violations Committee, shall further have the right to fine any Owner, Tenant, Cardholder, Family or Guest after proper notice and hearing for any violation of these Rules and Regulations. The Violations Committee shall be appointed by the Board of Directors and be comprised of three (3) persons not-related to a Board of Director member of the Association. Non-community residents are not excluded from participation according to FL. Statute 720-305 (2) (a) as it is now written and may be hereafter amended..

HOURS OF OPERATION:

SECTION 8

The Clubhouse will currently open at 6:00 A.M. daily or as posted. The Clubhouse, large pool and spa, all outside courts and other facilities in the athletic fields will open at dawn or 8:00 A.M., whichever is later except the basketball court and playground. The small quiet pool and the adjacent parking lot will open at 8:00 A.M. and close at dusk. The playground will close at dusk. ALL COMMON GROUNDS AND FACILITIES WILL BE CLOSED AT 10:00 P.M. UNLESS SPECIFIED EARLIER. This includes parking lots, athletic fields, lakes, etc.

(Hours of operation of the various club facilities shall be determined at the sole discession of the Board of Directors and may be adjusted from time to time and/or seasonally as usage dictates.

DAMAGES: Members, Tenants, Cardholders, Families, and Guests shall be liable to the Association for defacing, marring or otherwise causing damage to the Common elements.

Complaints of violations or damages should be reported in writing to the staff on duty, the Board of Directors or the Management Company representative. Infractions will be called to the attention of the person or persons involved by the staff on duty and referred to the Board of Directors for action.

MISCELLANEOUS

SECTION 9

SOLICITATION: There shall be no solicitation by any person anywhere in the Clubhouse, Common Areas, or door-to-door within the community for any cause whatsoever, without written authorization by the Board of Directors.

FIRE & HEALTH HAZARD: No person shall commit an act on the Common Elements which will be a fire or health hazard.

DIAPERING: In consideration of the Members, all baby diapering is to be done in the Ladies' or the Men's room (whichever applies).

FURNITURE & EQUIPMENT BORROWING: No furniture, equipment or any property of the Brookshire Bath & Tennis Club Association is to be removed from the Common Areas.

SIGNS: No posting of any signs is permitted on the lawns, driveways or other areas of individual properties unless otherwise authorized by the Declaration, By-Laws and Board of Directors action. See Signage Related to Invisible Fences in Section 19. See Security Signs page 3.

SMOKING: No smoking is permitted within any of the Association's buildings including the fenced pool areas and playground.

CLUBHOUSE/FACILITIES (GENERAL):

SECTION 10

MANAGEMENT: No Member, Tenant, Cardholder, Family or Guest may interfere in the management of the Club and its facilities.

CHILDREN: Supervising adult Cardholders shall be responsible for the conduct of children at all times.

ATTIRE: Footwear and shirts must be worn in the Clubhouse facility. Apparel must not be ripped, have holes or be shoddy in appearance. Offensive or abusive slogans, whether written or pictorial in nature, will not be accepted as proper attire.

SKATEBOARDS: No skateboards or roller skates shall be permitted in the Clubhouse, pool, tennis, basketball, shuffleboard, or bocci ball court areas.

PETS: No pets shall be permitted in the Clubhouse, pools or tennis or basketball court areas.

BICYCLES: Bicycles shall be parked 'in the bike rack area. No bicycles shall be permitted in the fenced in pool areas, clubhouse or tennis or basketball court areas.

CONDUCT:

1. Members, Tenants, Cardholders, Families, and Guests using any of the Common Areas are responsible for leaving it clean

after use.

2. Food shall be eaten in the lanai or picnic areas only, unless during an Association authorized and supervised activity.
3. Members, Tenants, Cardholders, Families, and Guests using the Common Area facilities do so at their own risk.
4. No audio electronic devices of any kind (e.g., radios, personal CD players, MP3 players, etc.) shall be used in the Clubhouse or fenced in pool decks without earphones.

SPECIAL EVENTS AND SOCIAL FUNCTIONS

SECTION 11

SPECIAL EVENTS: Special events will be scheduled through the year involving use of the facilities as designated by the Board of Directors or the Social Activities Committee. During these times, the facility to be used (clubhouse, pool areas, picnic areas etc.) as well as the date and times for the proposed event, will be on display in the Clubhouse and reserved for that event. Special events shall be open to Members, Tenants, Cardholders, Families and Guests.

Fees, if any, for activities will be announced in Bulletins or posted in the appropriate areas.

Sign-up sheets will be posted on the bulletin board in the Clubhouse. Events may have capacity constraints due to space availability.

Use Of Community Facilities: Any association member, tenant, or family in good standing may arrange for the private, non-commercial use of a designated portion of the community facilities for a fee established by the Board of Directors. **Private or exclusive use of the pools is not permitted.** Members and guests involved with a private function may use the pools in accordance with the standing rules and regulations governing usage of the facilities. Should a particular community facility area be chosen for a private event, that event will be posted in appropriate areas (bulletin board, posters, Brookshire Breeze) specifying time and date.

AEROBICS

SECTION 12

CLASSES: Owners, Tenants, Cardholders, Families, and Guests attending aerobic exercise classes do so at their own risk.

FITNESS ROOM:

SECTION 13

AGE RESTRICTIONS: No one under 16 years of age will be allowed in the Fitness Room.

ATTIRE: Females must wear shorts, shirts, blouses or warm-up suits and appropriate footwear. Males must wear shirts, shorts or warm-up suits and appropriate footwear.

CONDUCT: Please bring a towel; equipment must be wiped off. No excessive banging or throwing of weights or misuse of equipment will be permitted.

RACQUETBALL COURTS:

SECTION 14

RESERVATIONS:

1. Adult Members, Tenants, Cardholders, Families, and Guests shall be permitted to reserve court time. Sign up sheets are to be utilized.
2. Racquetball court reservations are one hour whether singles, doubles, or cutthroat during peak hours when courts may be in demand. Adults will have priority reserving court time during week nights from 5:00 to 10:00 P.M.

EYEWEAR: ALL RACQUET BALL PLAYERS MUST WEAR LENSED, PROTECTIVE EYEWEAR.

CHILDREN: All children under 16 years of age shall be supervised by an adult cardholder.

ATTIRE:

1. No running shoes permitted; non-marking shoes only.
2. Male players must wear shirts, shorts, or warm-up suits and appropriate shoe wear.
3. Females must wear shorts, shirts, blouses or warm-up suits and appropriate shoes.

CONDUCT: For the safety and enjoyment of other Members, there will be no racquet throwing, ball abuse or profanity.

SWIMMING POOLS:

SECTION 15

Members, Tenants, Cardholders, Families, and Guests using the swimming pools do so at their own risk. Members', tenants' and guests' *access* cards are required for entry and shall be shown upon request of any staff member.

AGE RESTRICTIONS - SMALL POOL - Located at the corner of Radcliffe and Pentland: The small swimming pool is for the use of Members, Tenants, Cardholders, Families and Guests. No children under 13 years of age shall be permitted to use the facility unless supervised by an adult cardholder. This pool is designated a QUIET POOL and no loud or excessive noise or boisterous activity is permitted.

AGE RESTRICTION - CLUBHOUSE POOL: This swimming pool is for the use of Members, Tenants, Cardholders, Families, and Guests only. No children under 13 years of age shall be permitted to use the facility unless supervised by an adult.

ATTIRE: Proper bathing suits must be worn. No jeans, cut-offs or "thong" bathing suits are permitted.

SHOWER: A shower must be taken prior to entering pools to remove suntan oil, body oil and lotion that will clog pool filters.

GLASS: Glass is not permitted within the fenced pool areas.

TOWELS: Towels should be used to protect pool furniture from damage from suntan oils and lotions. Towels may not be used to reserve chairs for extended periods.

RAFTS: No rafts, floats, inner tubes or balls are permitted in pool except during a supervised recreational program. Water rings and water safety rings for non-swimmers are permitted. "Noodles" are permitted.

FOOD AND DRINK: Food is not permitted in the pool areas. Food shall be consumed in the lanai or in the picnic area only. Liquids in non-glass containers shall be permitted in the pool area but not in the pool or spa.

FURNITURE: No pool furniture shall be removed from the pool areas. No pool furniture shall be permitted in the pools.

CONDUCT: No running, pushing or boisterous play is permitted on pool decks. No boisterous activity of any kind is permitted at the small pool. NO DIVING IS PERMITTED.

RADIOS: All radios, tape decks, personal CD players, MP3 players, and TVs are required to have a set of headphones when listening to audio programming.

ANIMALS: No animals are permitted on pool decks, in the pools or pool areas.

DIAPERS: Anyone (children and others) who is required to wear diapers must wear leak proof swim diapers/suits. Any Member, Tenant, Cardholder, Family or Guest not observing this rule may be suspended from use of the pool.

Should any mishap occur due to non compliance with this rule, the Individual(s) responsible shall be responsible to pay for the testing and chemical additions to the pool or the draining and refilling.

JACUZZI/SPA:

SECTION 16

Members, Tenants, Cardholders, Families, and Guests using the swimming pools do so at their own risk.

AGE RESTRICTIONS: No children under 13 years of age shall be permitted to use this facility.

Anyone (children and others) who is required to wear diapers must wear leak proof diapers/swim suits. Any Member, Tenant, Cardholder, Family or Guest not observing this rule may be suspended from use of the jacuzzi/spa.

Should any mishap occur due to non compliance with this rule, the individual(s) responsible shall be responsible to pay for the testing and chemical additions to the jacuzzi/spa or the draining and refilling.

TENNIS

SECTION 17

When all courts are occupied and other players are waiting to use the , the following usage restrictions apply:

<u>TIME LIMIT:</u>	Singles	One hour
.....	Doubles	One and a half hour

Exception: Times designated by the Board of Directors for special events, or when deemed necessary to facilitate the maximum usage of the courts.

LIGHTS: Please turn off lights after use for night playing. Both courts must be occupied before turning on the lights on another set of courts.

ATTIRE:

1. Proper tennis attire is required. Players may wear warm-up suits.
2. Male players must wear shirts, shorts and appropriate shoe wear.
3. Female players must wear shirts, shorts and appropriate shoe wear. Approved feminine tennis outfits are also permitted.

CONDUCT: For the safety and enjoyment of other Members, there will be no excessive noise, racquet throwing, ball abuse or profanity. Courts are not to be used when the nets are lowered. Players shall not lean or climb on the nets.

LAKES

SECTION 18

FISHING: The lakes are designed for visual enjoyment and fishing from the banks and piers. Only Brookshire residents, tenants, and guests may fish in any of the six lakes in our community. Do note the exceptions to this is on the lake surrounded by St. Edmunds Loop. Fishing is permitted from the pier and banks of the two lakes at the entrance to the community as it is from the Common Ground around the other lakes. No fishing is permitted from on the shore of the lakes behind any single family homes except by the residents, tenants, and guests occupying such homes. There is a 10 foot easement around each lake which is for cleaning and applying chemicals to the water and equipment and vegetation maintenance by designated contractors and staff. There is no Common Ground around the St. Edmunds Loop Lake.

BOATS: No boats of any kind shall be permitted on the lakes except for those used in routine lake maintenance.

DUCKS: Feeding of any ducks, alligators and other wildlife on the lakes or common ground is not permitted.

MISCELLANEOUS: No refuse of any kind shall be deposited in the lakes including but not limited to leaves, sod, grass clippings, sand, rock or foliage.

ANIMALS/PETS

SECTION 19

ORDINANCE NUMBER 88-49: Typed below is a word for word abstract from Ordinance No. 88-49 (Copy received from Lee County Animal Control Service):

"IX. NUISANCE ANIMALS:

- A. It shall be unlawful for any owner or his agent to fail to care for or control his animals, or to allow them to become a nuisance. For purposes of this ordinance 'nuisance' shall mean: to cause, permit or allow an animal to defecate or urinate upon the sidewalk of any public street or on the property of another or in any public park or beach. The owner of every animal shall be responsible for the removal of any excreta deposited by his animal on public walks, recreation areas or private property or any other place where such excreta deposits may create a nuisance injurious to public health as defined in FLORIDA STATE CHAPTER 386.
- B. It shall be unlawful to:
 - a) permit or allow any animal to make disturbing noises, including but not limited to: barking, howling, whining, screeching or other utterances disturbance of the peace of persons.
 - b) allow any animal to roam at large.
 - c) to allow any animal to damage the property of anyone other than its owner.
 - d) to allow any animal to roam on school grounds or in the area of school vehicles.
 - e) to allow any animal to cause unsanitary conditions in enclosures or surroundings where the animal is kept or confined, as determined by the Health Department to be unsanitary. . . . "

THE ABOVE ORDINANCE AS WRITTEN IS TO BE STRICTLY ADHERED TO IN BROOKSHIRE.

WILLFUL VIOLATIONS WILL BE BROUGHT TO THE ATTENTION OF THE STAFF ON DUTY WHO WILL REPORT TO THE MANAGEMENT REPRESENTATIVE AND/OR BOARD OF DIRECTORS FOR ACTION.

AUTOMOBILES AND PARKING

SECTION 20

Know the information on Vehicles on page 4.

PARKING: No commercial vehicles shall be parked or stored at any place on the common grounds. This prohibition shall not apply to temporary parking of trucks for pick-ups, deliveries or other services. No vehicles may be parked on the common grounds after closing (10:00 P.M.) **VEHICLES ON COMMON GROUNDS AFTER 10:00 P.M. WILL BE SUBJECT TO BEING TOWED.** Towing signs will be posted on the common grounds. Towing fee will be at the expense of the violator.

No Overnight Parking - No vehicle of any kind shall be parked on Brookshire streets overnight, in accordance with Florida State Statute 316.194 (1).

UNPAVED COMMON GROUNDS: No motor-powered vehicles are permitted on unpaved common grounds except authorized maintenance vehicles or security vehicles. This prohibition includes automobiles, trucks, ATVs, motorcycles, go-carts, golf carts, minibikes etc.

REPAIRS: Inoperable vehicles are not permitted to be stored, parked or have repairs done while parked on common areas, resident's properties or in driveways.

RECREATIONAL VEHICLES: No recreational vehicles, boats, campers and/or trailers will be permitted to be parked on roads, driveways or common areas, except as allowed under VEHICLES on Page 4.

PLAYGROUND:

SECTION 21

Playground equipment is appropriate for children up to the age of 11 years.

HOURS: Dawn or 8:00 A.M. (whichever is later) to DUSK.

SUPERVISION: All children up to 11 years of age are to be supervised by an adult cardholder within the fenced playground area.

SHUFFLEBOARD: COURTS:

SECTION 22

HOURS: Dawn or 8:00 A.M. (whichever is later) to 10:00 P.M.

EQUIPMENT: You may use your own equipment or obtain the equipment from the Clubhouse staff.

LIGHTS: Please turn off lights after use for night playing.

BASKETBALL:

SECTION 23

HOURS: Dawn or 8:00 A.M. (whichever is later) to 10:00 P.M.

EQUIPMENT: No equipment is available.

BOCCI BALL COURT:

SECTION 24

HOURS: Dawn or 8:00 A.M. (whichever is later) to 10:00 P.M. The Bocci Ball Court is to be used for Bocci Ball only. No other play or activity is permitted on the court.

EQUIPMENT: You may use your own equipment or obtain the equipment from the Clubhouse staff.

VOLLEYBALL COURT:

SECTION 25

HOURS: Dawn or 8:00 A.M. (whichever is later) to dusk.

EQUIPMENT: No equipment is available for play. A large sand rake is available from staff at the clubhouse for maintenance.