

**Tarpon Point Property
Owners Association
“TPPOA”
HOMEOWNER’S HANDBOOK**



**Tarpon Point Property Owners Association
TPPOA Management Offices
5902 Silver King Boulevard
Cape Coral, Florida 33914
239-471-0264 Phone 239-471-2925 Fax**

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TARPON POINT PROPERTY OWNERS ASSOCIATION RESIDENT'S HANDBOOK/GUIDE

- INTRODUCTION TO THE GUIDE -

The primary objective of this guide is to assist residents in understanding and appreciating the rules as well as the responsibilities involved in living in a Deed-Restricted Community.

Our objective as the Tarpon Point Property Association Board of Directors and KW Property Management, in preparing this guide, is to respond to the day-to-day requests, clarification of Association policies, convenience and availability of forms and to improve enjoyment and harmony within the Community.

Where forms are required for application or an approval process, sample forms are located in the guide in the same section as the narrative description. Additional copies of the guide, forms, or individual topic sheets are available by calling the Association office, **239-471-0264**, or the Tarpon Point Website, www.kwpropertymanagement.com.

Please Note: This Handbook has been produced as a result of many on-going requests for clarification of the conditions, Rules and Regulations, along with violation procedures including consequences.

This Handbook is a summary of the Master Covenants Association Documents. It should be further noted that this Handbook, although a reliable daily-use guide prepared with care and caution, **does not replace the Master Covenants and Bylaws Documents which take precedence.**

In the event of a dispute, residents are advised to consult the detailed Documents and, if necessary, obtain the benefit of legal counsel. You are advised to review, particularly, the provisions for Dispute Resolution which basically requires arbitration/mediation.

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SECTION 1.0 TARPON POINT PROPERTY OWNERS ASSOCIATION

WELCOME TO TARPON POINT

Tarpon Point is a diversified waterfront community consisting of different lifestyles within a resort setting of both residential and commercial neighborhoods all under the umbrella of the Tarpon Point Property Owners Association, (TPPOA) which is the community's Master Association. The Declaration of Covenants, Conditions, and Restrictions for Tarpon Point should be referred to in detail for clarification. The purpose of this guide is to help Homeowners within the community to understand an overview of the amenities and neighborhoods within the TPPOA and the Rules and Regulations.

Tarpon Point is a one hundred forty eight (148) acres, mixed use development. Currently there are three residential neighborhoods: Tarpon Estates, Tarpon Gardens (Tarpon Lake Homes and Tarpon Park Homes), and Tarpon Landings. Tarpon Estates is a village of (47) luxury single-family home sites. Twenty-seven (27) are canal-front sites with the ability to add a private boat dock. Twenty (20) inland home sites overlook unspoiled mangrove preserves or a sparkling lake, and offer residents access to a canal-side park and docks. Tarpon Gardens is a gated neighborhood of spacious coach homes with lake or park views. Located in the heart of Tarpon Point's amenities, Tarpon Gardens is close to the TPPOA community clubhouse, fitness center, social pavilion, resort pool area and junior Olympic-sized pool, golf practice area, amphitheater and more. Tarpon Landings is a gated enclave of three mid-rise condominiums on the waterfront. Each luxury building features twelve (12) floors of homes over a two-story garage area, which is hidden by a cascading waterfall. These residences have dramatic views of the deep-water marina, the preserve and the Caloosahatchee River. Tarpon Landings is connected by walkways to a clubhouse pool and to The Westin Cape Coral Resort at Marina Village, the Marina Village Shops, and the 175 slip deep water marina with direct access, which are all part of the TPPOA and fall under the Master Covenants.

The "Declaration of Easements and Covenant To Share Costs for Tarpon Point" Document sets forth how the TPPOA Budget will be divided for share of amount owned by the Residents vs. the commercial area, Westin Resort, and the marina. Please refer to this document in detail for all questions.

The hub of the community social amenities is the recreation area, located at 5902 Silver King Blvd. This area includes a screened in pavilion for social gatherings which may be rented out for private homeowner events. An outdoor stage and event lawn, horseshoes and bocce ball areas surrounded by a lovely walking area lined with trees and native plants, 2 Har-Tru tennis courts, and a state of art fitness center.

Within the fitness center there are stair climbers, static bikes, treadmills, and a separate free weights room, as well as separate men's and women's steam rooms for wet heat, and a co-ed sauna for dry heat.

The aquatics center includes the resort freeform pool, lap pool and sparkling in ground spa. There are 2 gas barbeque grills located by the resort pool.

The two buildings located at 5902 Silver King Blvd. provide offices for the TPPOA Manager, Developers staff, and maintenance staff that work to keep your community running smoothly and oversee the day to day operations and upkeep of the master areas for all to enjoy.

Within the management offices is a social room to enjoy a game of cards, chess, or mahjong to name a few, a lending library, and free internet access through out this area. Perhaps one would just like to get out of the Florida Sunshine and relax and unwind.

Who has the use of these amenities? All homeowners within Tarpon Point or leasee's, guests of the Westin, and tenants of the marina. Your wrist bands must be worn or in plain sight when in the pool area and fitness center. Guest must be accompanied by owners or lessee and Westin guests are required to have their room card for identification. This area is supervised by your Community Operations staff, which are on site 24 hours a day 7 days a week.

The main office for **Community Operations** is located at the entrance gate house, 5850 Silver King Blvd. 239-945-3928.

TPPOA Board of Directors

Scott Freeman - President
Mike Meurer – Vice President & Treasurer
Lauren Hagan - Secretary
Bob Turner - Director
Don Heisler - Director

SITE MAP LOCATION DETAILS:

SECTION A: Tarpon Gardens and Amenities Areas (Fitness Center, Pools, Spa, Social Pavilion, Amphitheater, Tennis Courts, etc.)

SECTION B: Tarpon Estates

SECTION C: Tarpon Landings

SECTION D: Tarpon Point Marina, Harbor Master and Fuel Dock

SECTION E: Southwest Florida Yachts

SECTION F: The Westin Cape Coral at Marina Village and Restaurants

SECTION G: Promenade Shoppes and Restaurants

SECTION P: Parking Garage

*The **Gatehouse** is located at the top left of the following page, by the entrance (at the NE corner of the Property), and is pictured as a small red circle*



SECTION 2.1 TARPON POINT PROPERTY OWNERS ASSOCIATION

PET REGISTRATION FORM

Date: _____

Resident's Name: _____

Address: _____

Home phone # _____ Work Phone # _____ Cell Phone # _____

E-mail Address _____

Type of Pet: _____ Age: _____

Breed: _____

Approximate Weight: _____ Color: _____

Pet Name: _____

Veterinarian's Name: _____

Phone #: _____

County License (Tag) # _____

A picture **MUST** be included with this Pet Registration / Approval.

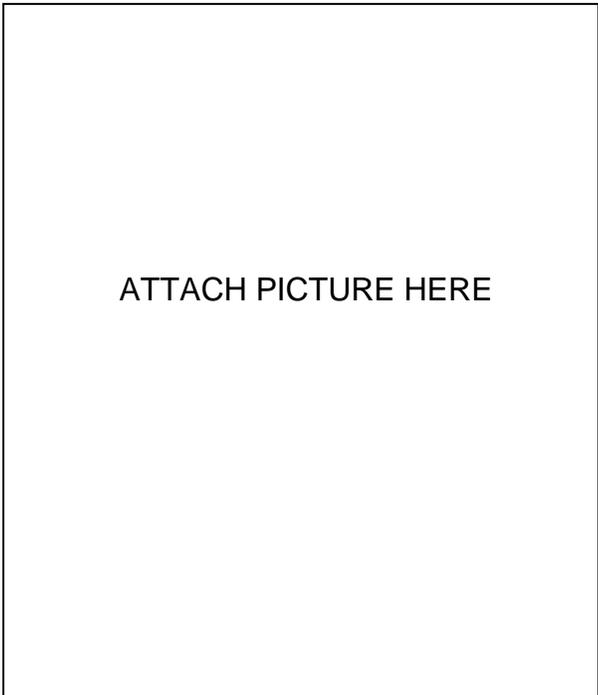
I further understand that I am fully responsible for the actions of my pet and have read the Rules and Regulations regarding the control of my pet.

Name of Owner (print)

Signature of Owner

Date

THE MAIN INTENTION OF THIS FORM, IS TO HELP TO IDENTIFY OUR FURRY FRIENDS IN THE COMMUNITY, AND TO HELP THEM GET HOME TO THEIR RIGHTFUL OWNERS IF SEPARATED FOR ANY REASON!



SECTION 2.2 TARPON POINT PROPERTY OWNERS ASSOCIATION

CITY OF CAPE CORAL ANIMAL ORDINANCES

All persons having a dog in their possession while on Tarpon Point Marina Property, shall be governed by the following City of Cape Coral Animal Ordinances:

4/09 – Nuisance Animals – It shall be unlawful for any owner or owner’s agent to fail to care for or control owned animals that become a nuisance. The owner of every animal shall be responsible for the removal of any excreta deposited by the animal on public walks, recreation areas, private property, or any other place where such excreta deposits may create a nuisance injurious to the public health.

4/13 – Prohibiting Animals from Running at large – It shall be unlawful for any person owning or having possession, charge, custody or control of any animal, to permit the animal to stray, run, go or roam at large in or upon any public street, sidewalk, school grounds, in the area of school vehicles, beaches, parks or on the private property of others without the consent of the owner of such property.

4/14 – Threatening or Menacing Behavior – It shall be unlawful for the owner or agent of any animal to allow that animal to act in a threatening or menacing manner toward any person not on the property of said owner or agent.

4/20 – License requirements for dogs, cats and ferrets – Any person who owns, keeps, possesses, provides for or harbors within Cape Coral, any dog, cat or ferret four months of age or older, must have such animal licensed.

4/21 – Animal identification requirements for dogs, cats and ferrets – All dogs, cats and ferrets must have some form of identification indicating the owner’s name and current telephone number at all times. Examples of identification meeting the requirements of this section are: **(1)** Any commercially available tag imprinted with the appropriate information attached to the collar or harness of the pet. **(2)** A current valid county license/rabies tag attached to the collar or harness of the pet. **(3)** An implanted microchip identification device registered to the owner of the animal with a current name, address and telephone number.

SECTION 2.3 **TARPON POINT PROPERTY OWNERS ASSOCIATION**

GOLF CART RULES AND REGULATIONS

For the safety of our residents and guests here at Tarpon Point, the following Rules and Regulations will be enforced regarding Golf Carts and other Motorized Vehicles and the operation thereof:

- A. All Golf Carts will be insured and the owner is responsible for all damages.
- B. Golf Carts operated on Tarpon Point Property must be operated by a LICENSED DRIVER.
- C. All operators will adhere to the rules of the road when operating a Golf Cart on Tarpon Point Property.
- D. The operation of any motor vehicles as defined under Chapter 322 Florida Statutes, which is compelled by any power other than human muscular power including, but not limited to, gasoline power or electric power and which further would require the operator of that vehicle while on public streets, roads and thoroughfares within the State of Florida to possess a valid driver's license shall be prohibited to be operated or used in the common areas of Tarpon Point Property Owner's Association, Inc., unless a valid driver's license and the motor vehicle complies with all prerequisites established under Florida law for operating said vehicle on public streets, roads and thoroughfares. The term "Motor Vehicle" extends to and includes, but is not limited to, motorized bicycles (mopeds), motorized skateboards, motorized scooters (go-peds), go-carts, golf carts and similar motorized toy vehicles. The term "Motor Vehicle" does not include motorized wheelchairs which are operated by persons who require wheelchairs for mobility.
- E. No more than the allotted seating allowed on cart.

SECTION 3.1 TARPON POINT PROPERTY OWNERS ASSOCIATION

FITNESS CENTER RULES AND REGULATIONS

The safety and enjoyment of the members of the Community and the protection of the community's investment are the primary concern in the operation of the Fitness Center. Please remember any damage to the equipment could affect the Association's dues.

Reminder: If we show Courtesy and Consideration for others in the use of the fitness center a minimum of guidelines will be needed.

- Wrist bands for property owner's and their guests, and room key for Westin Hotel guests, are required in the Fitness Center.
- HOURS are 5:00 AM - 10:00 PM Sunday thru Saturday
- Do not use items of clothing or footwear that could damage the exercise equipment
- Proper attire is required which include shirts and sneakers. Please **No** bare feet or flip flops
- Children under the age of Sixteen (16) must be accompanied by an Adult
- Only closed Liquid Containers are to be used in the Fitness Center
- For sanitary reasons *please* wipe down Equipment after each use
- Please be courteous of others and limit your time to **30** minutes per each piece of equipment
- No *PETS* are allowed in the Fitness Center
- No *WET* bathing attire in Fitness Center
- Please clean up after yourself
- **NO ATTENDANT IS ON DUTY!** You are responsible for your own safety.
- In case of an emergency, call 911.
- Management is not responsible for your personal effects,
- Lockers are available but numbers are limited. Members may make use of them while using the fitness room but must remove any lock and contents when leaving. Locks left on will be removed along with the contents.

SECTION 3.2 **TARPON POINT PROPERTY OWNERS ASSOCIATION**

POOL / SPA / DECK AREA RULES AND REGULATIONS

The safety and enjoyment of the members of the Association and the protection of the Association investment are the primary concern in the operation of the Pool Area. Please remember any damage to the furniture and equipment could affect the Association's dues.

Reminder: If we show Courtesy and Consideration for others in the use of the Pool Area a minimum of guidelines will be needed.

- The Pool/Spa/Deck hours are **DAWN to DUSK.**
- **ALL PERSONS MUST EXIT THE POOLS WHEN LIGHTENING AND/OR THUNDER ARE OBSERVED.**
- **WARNING – NO LIFE GUARD ON DUTY.**
- **WRIST BANDS MUST BE WORN OR IN PLAIN SIGHT WHEN IN THE POOL AREA**
Guests must be accompanied by owner or lessee. Unaccompanied guests will be asked to leave. Non-compliance could result in the loss of recreational privileges.
- **Westin Hotel Guests are required to have their room card with them for Identification.**
- Night Bathing is not allowed as per: *(Chapter 64-E9 of the Florida Administrative Code and County Ordinance)*
- Use of the Pool/Spa during cleaning and servicing is not allowed.
- Children Twelve (12) and under must be accompanied by an adult at all times.
- Children are not allowed in the Saunas at any time.
- Glass and breakable items can be a health and safety hazard and can not be used in the Pool Area.
- Pets are prohibited in the Pool Deck Area and Pool.
- For health and sanitary reasons and to keep suntan lotion and body oils from getting on the furniture, please cover chairs and lounges with towels.
- No Food is permitted within three feet of the perimeter of the pool.
(Ref. Chapter 64-E9 of the Florida Administrative Code).
- Please use Ashtrays. Empty ashtrays and place all trash in the containers provided.

- Please use the shower in the deck area to wash off suntan lotion/oil before entering pool. Oils will "Gum" the tiles and dilute the Chemicals.
- Hair that is longer than shoulder length should be braided or confined in a Ponytail or Bun. Loose hair cannot be backwashed from the filter and reduces its efficiency.
- Swim Diapers are required for all children still in diapers.
- The Spa is not a children's Pool. Children under Twelve (12) can not use the Spa.
- No Diving.
- No colored chalk in the Pool area or any other place.
- Proper Swimming attire is required.
- Running, rough play and excessive splashing in or out of the pool is dangerous and is not allowed.
- **Upon leaving please fold down umbrellas and return any chairs or lounges that were moved during your stay.**
- No skateboards, bicycles, scooters or roller blades or any reasonable facsimile are allowed in the recreational areas.
- No Frisbees, footballs, beach balls or reasonable facsimile will be allowed.
- If you find any problems or issues, you may notify Community Operations at 239-945-3928.
- **NO ONE, UNDER ANY CIRCUMSTANCES, SHOULD ENTER THE POOL EQUIPMENT AREA WITH THE EXCEPTION OF THE POOL MAINTENANCE PERSONNEL.**

SECTION 3.3

TARPON POINT PROPERTY OWNERS ASSOCIATION

SOCIAL PAVILION RENTAL FORM

5902 Silver King Blvd.
Cape Coral, FL 33914
(239) 471-0264

Name: _____

Address: _____

Telephone: _____ email: _____

Date of Event: _____

Time From: _____ To: _____

Number in Party: (limit 100 people) _____

I _____ will be responsible for all activity, clean-up and damages done or charges incurred for such, in and around the pool and clubhouse area, for my guests during the scheduled time of use stated above. I, and my guests will be responsible for following all posted rules and regulations. It is understood that this Rental entitles me to the use of the screened in Social Pavilion ONLY, not for the use of the Pools or Fitness Center, IF my Guests are non-Residents of Tarpon Point.

A post walk thru will be conducted at 9:00am, the morning following the Event. At this time, if any of the below items are seen to be incomplete, the Renter will have until 10:00am to attend to those issues. If damages have occurred, or the clean-up requirements have not been completed, then it will come out of my deposit, which the Association is holding. However, if the damages exceed the amount of the deposit, I _____ will be responsible for the remaining amount. If there are no issues, damages or problems, the Deposit will be returned to me.

Please make checks payable to: Tarpon Point Property Owner's Association, in the following amounts:

\$50.00 Rental Fee Non-Refundable (45 people or less) _____

\$100.00 Rental Fee Non-Refundable (45-100 people or more) _____

\$300.00 Security Deposit Refundable _____

Signature: _____

Date: _____

.....

Inspected By: _____

Date: _____ Deposit Refund: \$ _____

SECTION 3.4 **TARPON POINT PROPERTY OWNERS ASSOCIATION**

TARPON POINT SOCIAL PAVILION RENTAL AND USE GUIDELINES

- A pre-walk thru will be conducted with the Renter and Property Manager's Office Representative, the day of the Event.
- **All Renters must make a reservation, fill out a rental agreement with the Property Manager and pay the Non-Refundable Rental Fee prior to the Event. A Refundable Security Deposit of \$300, will be collected (5) business days prior to the date of the Event.**
- If decorations are to be used, please check with the Property Manager as to how they are allowed to be attached/installed.
- **MUSIC:** If a Band or DJ will be playing, they must set up inside of the Social Pavilion, keeping the volume at a minimum, and ending by **9:30pm**.
- **NOISE ORDINANCE:** Your Event must end before **9:30pm** (a small clean-up group, working quietly may stay another 30 minutes), and everyone must be gone by **10:00pm**. **NO EXCEPTIONS!!!**
- **CLEAN-UP:**
 - Renter must supply their own cleaning supplies/equipment.
 - Supplied trash receptacles must be used, and all trash should be double bagged, and removed to the dumpster at Event's end. Any spills, etc., must be wiped/mopped up and left clean and not sticky.
 - The two small refrigerators are available for your use; they must be completely emptied and wiped out upon the conclusion of your Event
 - Sinks, counters, tables, etc. must be cleaned and all floor area should be swept/vacuumed (*Renter must bring their own vacuum cleaner) and totally free of debris/crumbs.
 - Furniture should be put back in order according to the floor plan supplied to you.
 - When leaving, please remember to turn off lights, ceiling fans, etc. All decorations, balloons, tape, string, etc. must be completely removed and disposed of.
- A post walk thru will be conducted at 9:00am, the morning following the Event. At this time, if any of the above items are seen to be incomplete, the Renter will have until 10:00am to attend to those issues.

All questions can be directed to Lauren Hagan, Property Manager, at (239) 471-0264, lhagan@tarponpoint.com.

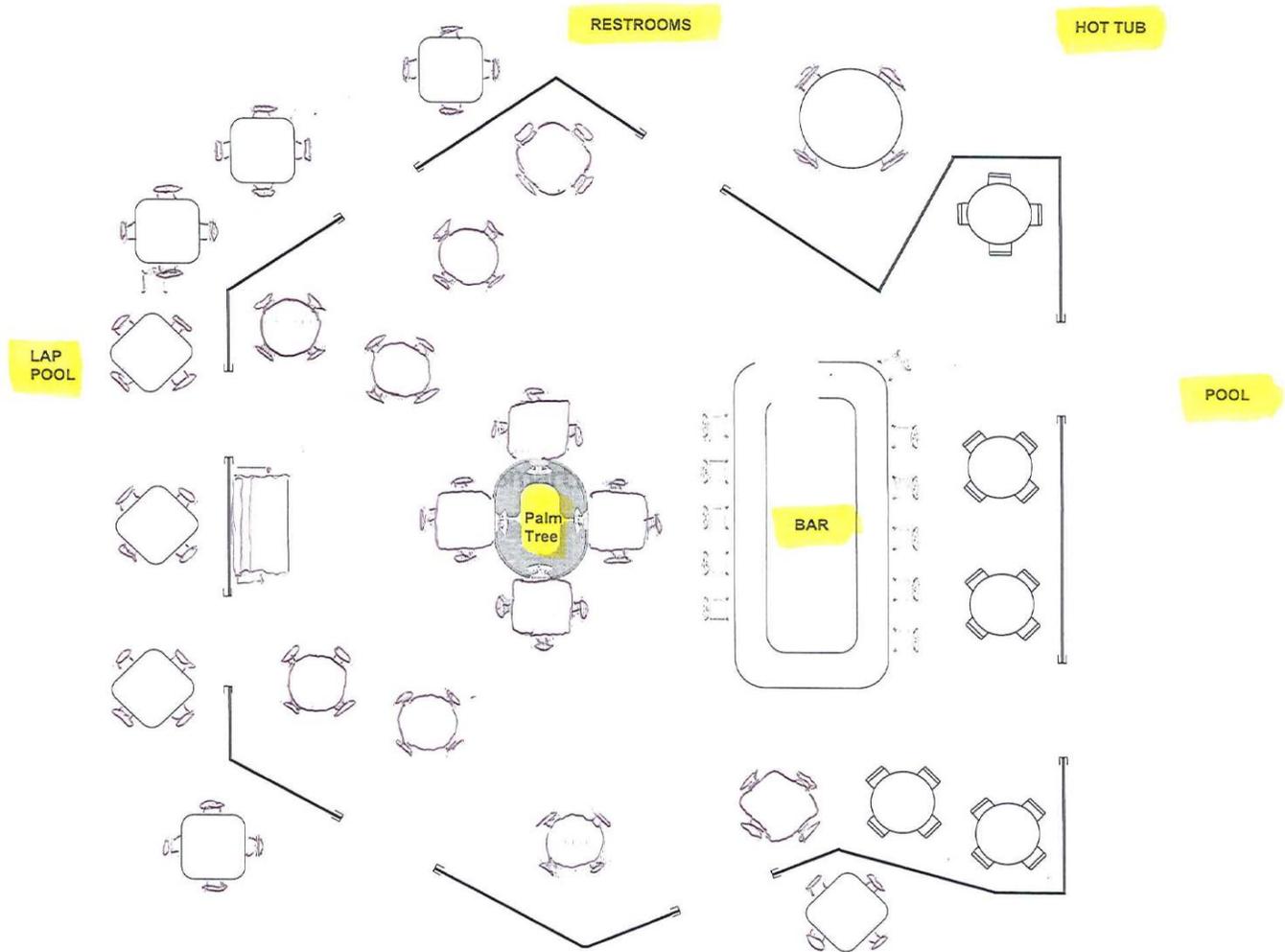
After hours, the Community Operations Office can be contacted, if needed, at (239) 945-3928.

Thank you and we wish you a successful Event!

Acknowledged

by: _____ **Date:** ____ / ____ / _____

Tarpon Point Social Pavilion Rental Use and Guidelines
Page 2



PRINT: Tarpon Point Representative

PRINT: Property Owner/Pavilion Renter

SIGNATURE

SIGNATURE

DATE

3/31/2015

DATE

SECTION 3.5 **TARPON POINT PROPERTY OWNERS ASSOCIATION**

AMPHITHEATER RULES AND REGULATIONS

1. Facilities will be for the common use of all residents and limited number of guests. Children under 16 must be accompanied by an adult.
2. All proposed events will have to be submitted to the Property Manager for consideration, including weddings and sporting events. Members may not use or promote the use of the Amphitheater for personal profit, business, religious or political events of their own. To submit a proposal for an event and schedule a review meeting, please phone the Property Manager at 239-471-0264.
3. There will be a maximum of two hundred and fifty (250) people per event, unless there is special approval by the Board of Directors. Normal hours of use will be 12:00pm to 9:30pm. No event will last more than four (4) hours without approval of the Board of Directors.
4. The Developer reserves the right to use this facility as needed from time to time. This could include special events, concerts and/or parties, which may be public, members only or private. Changes in hours of operation or certain rules and regulations may be necessary from time to time.
5. No events shall be held on the major Holidays without permission from the Board of Directors. The Board feels that most major Holidays should be quiet and respectful of the Residents. Special permission may be granted for public/patriotic Holidays, such as: Memorial Day, Fourth of July and Labor Day, with the events being all inclusive.
6. Anyone sponsoring or given permission for an event, will be held responsible for the condition of the facility after the conclusion of the event. They must clean up the entire area, remove all trash to dumpster, remove tents, stalls, signs, chairs and tables. Premises must be cleaned at the end of the event. If the Association incurs any additional cost for cleaning, damage or repairs due to the event, the cost will come out of the deposit; or if larger, it will be assessed to the individual's sponsor or sponsors.
7. No objectionable or obnoxious behavior will be tolerated. Alcoholic beverages and food will be allowed as long as they are consumed on the premises and are dispensed and served by the "on premise licensed and inspected caterer". Absolutely no illegal drugs, pets, or other animals shall be allowed on the premises. Smoking is allowed in designated areas only

FEES: A non-refundable fee of \$100 is to be paid to the Association. (The Property Manager reserves the right to increase the amount of the non-refundable fee, based on the size of the event.) A refundable deposit, in the amount of \$300, will be held in reserve to insure proper clean-up and use of the facility.) ALL fees and deposits ARE subject to change.

Tarpon Point Amphitheater Rules and Regulations
Page 2

PARKING AND SECURITY: Dependent upon the size and the specific details of the event, Community Operations and the Property Manager have the right to assign additional Community Operations Patrol Units, which could be billed to the Renter.

SECTION 3.6 **TARPON POINT PROPERTY OWNERS ASSOCIATION**

FISHING GUIDELINES

There is **NO FISHING** at any of the **LAKES** on the property known as Tarpon Point. This includes the areas known as Tarpon Gardens, Tarpon Lakes, Tarpon Landings and Tarpon Estates.

Any Resident, Tenant, Marina Tenant or Westin Hotel Guest that **DOES** wish to fish, may do so **ONLY** on the **LAST PIER** at **“F” DOCK**, and no license is required.

Any Resident, Tenant, Marina Tenant or Hotel Guest that wishes to fish along the **SEA WALL**, **MUST** have a Florida Saltwater Fishing License.

SECTION 4.0 TARPON POINT PROPERTY OWNERS ASSOCIATION

HOMEOWNER DUES AND NON-PAYMENT LATE CHARGES

A non-payment action could/would result in a lien placed on the property all the way to the foreclosure process.

Any homeowner who is delinquent is urged to treat the matter seriously and to make arrangements for immediate payment to prevent any legal action.

See page 2, 3 and 4 of this section, which is an insert from The “Declaration of Covenants, Conditions and Restrictions for Tarpon Point” Lee County - INSTR #5773877 Official Records BK 03893 PG 3884 - Page 10, 11 and 12 Sections 4., 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 and 4.10.

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

4.1 Creation of Lien and Personal Obligation for Assessments. Subject to the limitations on assessment liability set forth in Sections 4.3 and 4.4, Developer, for each Parcel within the Neighborhood, hereby covenants, and each subsequent Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Property Owners' Association:

(A) the Parcel's pro rata share of annual assessments based on the annual budget adopted by the Property Owners' Association;

(B) the Parcel's pro rata share of special assessments for Property Owners' Association expenditures not provided for by annual assessments;

(C) any charges against less than all of the Parcels specifically authorized in this Declaration or the Association Bylaws; and

(D) initial capital contributions payable at closing to the Property Owners' Association, as determined by the Developer.

Assessments shall be established and collected as provided herein and in the Bylaws. The annual and special assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as to the Developer and Institutional Mortgagees, no Owner may be excused from the payment of assessments unless all Owners are similarly excused.

4.2 [reserved].

4.3 Share of Assessments. Except as otherwise provided as to the Developer and certain mortgagees, each Parcel (and the Owner thereof) shall be liable for its pro rata share of all annual and special assessments. All Common Area and any property dedicated to and accepted by any governmental authority or public utility shall be exempt from payment of assessments.

4.4 Developer's Share of Assessments. The Developer shall be excused from the payment of assessments for Parcels it owns and instead shall pay that portion of all Property Owners' Association expenses actually incurred which exceeds the amounts assessed against other Parcel Owners. Such difference, herein called the "deficiency". The Developer's obligation to fund the deficiency shall terminate upon transition of the Board of Directors, as described in Section 15 hereof. Following transition of the Board of Directors, the Developer shall pay assessments as described in Section 4.3 hereof.

4.5 Establishment of Liens. Any and all assessments levied by the Property Owners' Association in accordance with the provisions of this Declaration, together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to reasonable administrative late fees and attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel and Living Unit against which each such assessment or charge is made, and shall also be the personal obligation of the Owner of each Parcel and Living Unit assessed. This

lien is superior to any Homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for assessments, or release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of his unit; the lien shall be perfected from and after the recording in the Public Records of the County of a Claim of Lien by the Property Owners' Association, setting forth the description of the homeowners Parcel, the name and address of the Property Owners' Association and the applicable Neighborhood Association, the amount and due date of each unpaid assessment as of the date the Claim of Lien is recorded, and the effectiveness of the lien shall relate back to the date of recording this Declaration. A Claim of Lien shall secure payment of all assessments due at the time of recording (including interest, any administrative late fees, costs and attorney's fees as provided above), as well as all assessments, interest, costs and attorney's fees coming due subsequently, until the Claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a satisfaction.

4.6 Priority of Liens. The foregoing notwithstanding, the Property Owners' Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded Institutional Mortgage, unless the Property Owners' Association's Claim of Lien was recorded prior to the Institutional Mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Property Owners' Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment coming due after foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section, shall be treated as a special assessment divided equally among, payable by and assessed against all Parcels, including the Parcel as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

4.7 Collection of Assessments. If any Owner or Neighborhood Association fails to pay any Assessment, or installment thereof, within ten (10) days after the due date, the Property Owners' Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Property Owners' Association:

(A) To charge interest on such assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late payment penalty of up to five (5) percent of the amounts due or Twenty-five Dollars (\$25.00) whichever is higher. This penalty shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Property Owners' Association in the same manner as that provided pursuant to Florida law for the foreclosure of liens on condominium units for unpaid condominium assessments.

(C) To bring an action at law for a money judgment against the Neighborhood Association or the applicable Owners without waiving any lien foreclosure rights of the Property Owners' Association.

4.8 Certificate. The Property Owners' Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner liable for assessments a certificate in writing signed by an officer or agent of the Property Owners' Association, setting forth whether said assessments and any other sums due the Property Owners' Association have been paid. Such certificate may be relied upon by all interested persons except the Owner. The Property Owners' Association may charge the Owner a reasonable fee for said certificate.

4.9 Collection of Property Owners' Association Assessments. Any Condominium Declaration and any Neighborhood Declaration of Covenants shall provide (and if not, shall be deemed to provide) that all of the covenants set forth in this Declaration, including, but not limited to, the affirmative covenants to pay assessments as herein provided shall run with the land and Parcels submitted to Condominium ownership or subject to a Declaration of Covenants. The Property Owners' Association assessment shall be collected by the Property Owners' Association in a manner and in yearly intervals as determined by the Board from time to time.

4.10 Common Areas. No land shall be subject to assessment by the Property Owners' Association if it is a Neighborhood Common Area or Common Area.

SECTION 5.0 **TARPON POINT PROPERTY OWNERS ASSOCIATION**

TENANT RENTAL PROCEDURES INCLUDING FORMS

Each Neighborhood Association's Documents provide for rentals within the following framework:

- A minimum of one month rental.
- Approval is required from the Neighborhood Association.
- Landlord and tenants are required to complete and sign application forms plus a form of addendum acknowledging certain conditions and accepting that the lease arrangement is subject to the Neighborhood Association's Documents and subject to enforcement pursuant to the TPPOA Master Association's Covenants and Rules & Regulations..

See form 3.1 Application for Lease (two pages), form 3.2 Addendum to Application to Lease and Incorporation of Homeowner Document Conditions and Restrictions Into Lease Agreement (3 pages) the addendum, with particular attention to the form of addendum as it specifically states use and non-permitted uses. If clarification is required, seek assistance from TPPOA Property Management.

Tenants are obligated through their landlord's Association Documents to abide by the Rules and Regulations of the Tarpon Point Master Association's Covenants and Rules & Regulations. Tenants are subject to censure and the violation process. Provisions indicated on page 2 of form 3.1 indicates that, in the event owners do not remit homeowners dues, tenants will be required to remit rent to the Association until such deficit is satisfied.

Renters must be approved through each individual Neighborhood Association, wherever the residence is located. **Tarpon Point Property Owner's Association requires a copy of the lease be turned into the Property Manager's Office.**

Please refer to:

**The "Declaration of Covenants, Conditions and Restrictions for Tarpon Point"
Lee County - INSTR #5773877 - Official Records BK 03893 PG 3899 – Page 15**

6. PROPERTY RIGHTS: EASEMENTS

(All sub-sections listed in your "Declaration of Covenants, Conditions and Restrictions for Tarpon Point", under this section shall be applicable.)

1. **Leasing of Units:** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by Owners shall be restricted as provided in this Section. A Unit Owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

2. **Procedures:**

- (A) **Regulation by Association:** All of the provisions of the Tarpon Point Declaration and Covenants Association Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association, Master Declaration, Bylaws, and Rules and Regulations.
- (B) **Recreational Privileges:** Upon leasing of a unit, owner surrenders privileges to recreation facilities to lease. Under no circumstances shall use of the Master Amenity Center, pool area and social pavilion be allowed once the unit is rented.

See page 3 of this section, which is an insert from The “Declaration of Covenants, Conditions and Restrictions for Tarpon Point” Lee County - INSTR #5773877 Official Records BK 03893 PG 3911 Page 27, Sections 12., 12.1, 12.2 and 12.3

12. LEASING, CONVEYANCE, DISPOSITION.

12.1 Forms of Ownership:

(A) A Parcel may be owned by one natural person.

(B) Co-ownership. Co-ownership of Parcels is permitted. If the co-owners are other than husband and wife, the Board shall require one of the co-owners to be designated as "primary occupant", and the use of the Parcel by other persons shall be as though the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section.

(C) Ownership by Corporations or Trusts. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances-in which the Parcel may be used as short term transient accommodations for several individuals or families. A trustee, corporation or other entity may be an Owner as long as there is a designation of one natural person to be the "primary occupant", and the use of the Parcel by other persons shall be as though the primary occupant were its only actual Owner. No more than one change in the "primary occupant" will be approved in any twelve-month period.

(D) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the life tenant shall be the only member from such Parcel, and occupancy of the Parcel shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall acquire occupancy rights. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Property Owners' Association matters to any one remainderman, subject to approval by the Property Owners' Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

12.2 Leasing. Only entire Living Units may be leased. The minimum leasing period is thirty (30) days. No Living Unit may be used on a "time share" basis. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Property Owners' Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Property Owners' Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel. The provisions of this Section shall not be applicable to Living Units owned or leased by Developer.

12.3 Transfers. Prior to the lease or transfer, it is the responsibility of the Owner to provide the tenant or purchaser the complete set of Governing Documents and any other documents required by law. If the new purchaser has not received a copy of said documents, the closing shall be delayed until such time as the documents are provided. It shall be the responsibility of new Owners to provide the Property Owners' Association with proof of change of ownership.

SECTION 5.1 TARPON POINT PROPERTY OWNERS ASSOCIATION

INFORMATION SHEET FOR HOMEOWNERS LEASING THEIR TPPOA RESIDENCE

CONDO ASSOCIATION NAME: _____

DATE OF APPLICATION: _____

LEASE PROVIDED: YES / NO (CIRCLE ONE)

TERM OF LEASE: From: _____ to: _____

PROPERTY ADDRESS OF RENTAL: _____
Cape Coral, FL 33914

UNIT OWNER(S) NAME: _____

HOMEOWNER/AGENTS PHONE# _____
Agent's Name Agent's Phone Number

LESSEE NAME: _____

PRESENT ADDRESS: _____

E-MAIL ADDRESS: _____

LENGTH OF TIME RESIDING: _____

NAME: _____ PHONE # _____

NAME: _____ PHONE # _____

VEHICLES: (Please Include a Copy of Vehicle Registration)

MAKE & MODEL _____ LICENSE PLATE NO. _____ STATE _____

MAKE & MODEL _____ LICENSE PLATE NO. _____ STATE _____

OTHERS WHO WILL OCCUPY HOME:

(IF OTHER OCCUPANT IS OVER 18 YEARS OF AGE, DRIVER'S LICENSE, SOCIAL SECURITY IS NEEDED AND AN ADDITIONAL \$50.00 FEE WILL BE NEEDED AT TIME OF APPLICATION)

NAME: _____ RELATIONSHIP _____

DATE OF BIRTH: _____ / _____ / _____ SS# _____ - _____ - _____ PHONE # _____

NAME: _____ RELATIONSHIP _____

DATE OF BIRTH: _____ / _____ / _____ SS# _____ - _____ - _____ PHONE # _____

NAME: _____ RELATIONSHIP _____

DATE OF BIRTH: _____ / _____ / _____ SS# _____ - _____ - _____ PHONE # _____

The undersigned certifies, by signature(s), that the Covenants, Conditions & Restrictions of the Tarpon Point Community Association Inc. have been issued and read in their entirety by the lessee and understood before entering into any agreement for the rental of the above RESIDENCE and before the execution of this application form.

In addition, the undersigned certifies by signature(s) that the home ...

SHALL BE FOR SINGLE FAMILY USE ONLY, NO COMMERCIAL OCCUPANCY OR ACTIVITY MAY BE CARRIED ON IN TARPON POINT. A "FAMILY" IS DEFINED TO MEAN "ANY NUMBER OF PERSONS RELATED BY BLOOD, MARRIAGE OR ADOPTION OR NOT MORE THAN TWO (2) UNRELATED PERSONS LIVING AS A "SINGLE HOUSEKEEPING UNIT." NO PORTION OF THE HOME MAY BE RENTED AND THE LEASE OR SALE OF ANY HOME ON A TIMESHARE-BASIS IS PROHIBITED.

ALL LEASES SHALL PROVIDE THAT THE ASSOCIATION HAVE THE RIGHT TO TERMINATE THE LEASE UPON DEFAULT BY THE TENANT IN OBSERVING ANY OF THE PROVISIONS OF THE DECLARATIONS, ARTICLES, BY-LAWS, USE RESTRICTIONS, OR ANY OF THE OTHER AGREEMENT DOCUMENT OR INSTRUMENTS GOVERNING THE LOTS. IN THE EVENT THAT THE HOMEOWNER IS DELIQUENT IN THE PAYMENT OF HIS OR HER ASSESSMENTS, THE ASSOCIATION HAS THE RIGHT TO REQUIRE SUCH OWNER'S TENANT, BY WRITTEN NOTICE TO SUCH TENANT, TO PAY DIRECTLY TO THE ASSOCIATION THE RENTAL FEES DUE FOR SUCH RESIDENCE. THE ASSOCIATION SHALL THEN DEDUCT THE DELIQUENT ASSESSMENTS FOR THE RESIDENCE FROM THE RENT AND FORWARD THE BALANCE OF THE RENT TO THE OWNER. THE OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS AGENT FOR SUCH PURPOSES.

APPLICANT'S SIGNATURE _____ Date: _____

APPLICANT'S SIGNATURE _____ Date: _____

HOME OWNER/AGENT SIGNATURE _____ Date: _____

Return all documents to: **TARPON POINT PROPERTY OWNERS ASSOCIATION,**
5902 Silver King Boulevard
Cape Coral, FL 33914
239-471-0264 Phone 239-471-2925 Fax

ASSOCIATION LEASE APPROVAL: _____ Date: _____
YES NO

ASSOCIATION NAME:
TARPON LAKE HOMES _____ REPRESENTATIVE TITLE
TARPON PARK HOMES _____ REPRESENTATIVE TITLE
TARPON LANDINGS _____ REPRESENTATIVE TITLE
TARPON ESTATES _____ REPRESENTATIVE TITLE

SECTION 5.2 TARPON POINT PROPERTY OWNERS ASSOCIATION

ADDENDUM TO APPLICATION TO LEASE AND INCORPORATION OF HOMEOWNER DOCUMENT CONDITIONS AND RESTRICTIONS INTO LEASE AGREEMENT

By executing this document Lessor and Tenant (the parties) as indicated below acknowledge that they have read and fully understand the conditions as indicated below and that such restrictions form an integral part of the lease arrangement/agreement between the parties and shall be enforceable pursuant to any lease agreement between the parties. Any non-compliance therewith shall constitute a breach of the homeowner documents and shall be sufficient and good cause for notice and other remedies pursuant to Florida Statute # 83 (The Landlord and Tenant Act) including the provisions for notice rectification of default/breach and eviction.

These pages summarize some, but not all, of the Rules and Regulations, which are in place at Tarpon Point Condominium Association. Renters should review all Tarpon Point Community Documents.

1. The Property is be used for single-family residential living and for no other purpose. **No trade, business, profession or other type of commercial activity may be conducted on any part thereof.**
2. **Children shall be closely supervised at all times** by an adult to insure that they do not become a source of annoyance to other residents of Tarpon Point. Children under the age of 12 are not permitted in Common Areas unless accompanied by an adult. This would include the pool areas, gym, clubhouse, etc. The Board of Directors shall at all times have the authority to reasonably require that the Unit Owner, lessee, guest or other adult who is responsible for a particular child remove him or her from any Common Area or Condominium Common Area if the child's conduct is such that the Board believes this action is necessary.
3. Pets must be registered and approved by the Board of Directors and according to Association Documents. Pet owners **MUST** pick-up after their pets. Information pertaining to Pet, is included.
4. **All Common Areas outside any buildings shall be used for their intended purposes**, and no articles belonging to Unit Owners or their lessee(s) shall be kept therein or thereon, and such areas shall at all times be kept free of obstruction.
5. Drying/hanging area for laundry of any kind is prohibited in common areas or on individual unit owner lots.
6. Garbage cans and recycle bins must be stored after trash and recyclables have been removed.
7. **No aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas or satellite dish shall be placed or erected upon any Unit or Condominium Common Areas** or affixed in any manner to the exterior of any building in the Property without the written consent of the Board of Directors.
8. **No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected** or permitted to remain on any Unit or the Common Areas or Condominium Common Areas without the written consent of the Board of Directors.

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

Tarpon Point Rental Application Addendum
Page 2

9. **The following are NOT PERMITTED to be parked outside of garages**
 - a) Vans with less than four passenger seating.
 - b) Commercial vehicles.
 - c) Vehicles with signage other than law enforcement and public emergency vehicles.
 - d) Trailers
 - e) Recreational vehicles.
 - f) Vehicles with tires over 33" high or deflated tires.
 - g) Vehicles not in operable condition or considered to be a nuisance.
 - h) Boats.

12. **No vehicle may be parked at the side of the streets overnight.** Exceptions may be granted by the Board of Directors and will be executed through the Management Company.

13. Maintenance and repair of vehicles, boats and trailers is prohibited in Common Areas and Condominium Common Areas.

14. **Garage doors must remain closed except upon entering or exiting the garage.**

15. No changes, additions or modifications are permitted without prior approval from the Architectural Review Board and Board of Directors. This includes, but is not limited to, affixing or hanging of name/address signs, decorations, and landscape items etc on the exterior/outside of any buildings.

16. **No sign of any kind shall be displayed to public view on any unit,** except the approved signs by the Association.

17. Nothing shall be done to or maintained on any unit which may be or become unsightly or a nuisance to residents in TARPON POINT. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be final.

18. **Leasing or renting of the Unit by the Unit Owners shall be as permitted and subject to the provisions set forth in the Tarpon Point Master Covenant Documents** and subsequent changes/additions. No Unit may be leased for a period of less than thirty (30) days. No subleasing or assignment of lease rights is allowed unless the sub lessee or subtenants are approved pursuant to the provisions of this section. No individual rooms may be rented and no transient tenants may be accommodated. The Association reserves the right to have lease payments made directly to the Association if a unit owner becomes more than 30 days delinquent in payment of fees or assessments. A unit owner whose unit is leased may not use the recreation or parking facilities of Tarpon Point Community during the lease term.

19. Any damages to the Common Area (Social Room, Fitness Center, Pool Area etc.) will become the sole responsibility of the homeowner. All accessed damages will become part of the Condominium assessment. Failure to pay these charges will result in a lien placed on the residence.

20. In any dispute between this document and the Condominium Documents, the Condominium Documents shall prevail and take precedence.

21. Guests staying with the owner or within the unit by permission of owner must abide by all the Rules & Regulations. Guests are not allowed under any circumstances to invite others to use these facilities. Guests are expected to be accompanied by the unit owner or lessee at all times while using the recreational facilities.

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

Tarpon Point Rental Application Addendum
Page 3

22. The Association may elect, appoint and or contract with certain persons or organizations to conduct business or services on behalf of the community. This includes elected Board members, their appointees, community based full or part time employees of Tarpon Point, as well as contracted vendor groups and their assigned employees (i.e. property managers, protective service officers, etc).

At no time shall an owner, tenant, or a guest (visitor) of an owner or tenant, harass, assault, batter, or otherwise interfere with the duties and operations said groups or persons. Violations of this covenant may result in censure, restricted use of amenities, Board levied fines, or tenant eviction, as well as civil or criminal penalties pursuant to Florida state statutes as they may apply.

These pages (when read and initialed) must be returned to the Association as part of the completed Rental Application package. **It is suggested that you keep a copy of these pages for reference.**

DATE OF APPLICATION: _____

TERM OF LEASE: From: _____ To: _____

PROPERTY ADDRESS OF RENTAL: _____
Cape Coral, FL 33914

UNIT OWNER(S) NAME: _____

HOMEOWNER/AGENTS PHONE# _____
Agent's Name _____ Agent's Phone Number _____
Agent's E-Mail Address _____

APPLICANT'S SIGNATURE _____ Date: _____

APPLICANT'S SIGNATURE _____ Date: _____

HOME OWNER/AGENT SIGNATURE _____ Date: _____

HOME OWNER/AGENT SIGNATURE _____ Date: _____

*****PLEASE NOTE THIS IS A LEGAL DOCUMENT AND CARRIES
EXTENSIVE POTENTIAL LEGAL LIABILITY*****

SECTION 6.0 TARPON POINT COMMUNITY ASSOCIATIONS

ACCESS TO THE COMMUNITY

The Gatehouse is staffed from 6pm – 7:30am, 7 days a week. Community Operations personnel is “on property”, 24 hours per day, 7 days a week, and can be contacted at 239-945-3928.

TRANSPONDER PURCHASES AND RULES

Requests for the purchase of gate transponders (at a fee of \$15.00 each) are available only to vehicles with a Tarpon Point address. A copy of the vehicle registration is required to purchase transponders. The copy must be provided to the management company and the guard on duty when purchasing the transponder. All transponders are required to be affixed to the vehicle.

The only exception to this rule applies to owners who reside as seasonal residents and have chosen not to register the vehicle to their Florida address. They must submit a copy of the vehicle registration that matches their other residence on file with the Association and **MUST** have the transponder affixed to the vehicle.

There will be no “FLOATING” transponders (not affixed to a vehicle) allowed. If your transponder is not affixed to your vehicle, the transponder will be deactivated until it is installed. If you purchase a new vehicle, the process is the same as stated. **Transponders will be placed on the vehicle by the guard.** The location is on the driver’s side of windshield 2” over and 2” down from top of windshield or it can be placed under the rear view mirror. If you have a metallic windshield, please contact the Gatehouse, 239-945-3928.

If your unit is leased, transponders must be purchased by the approved tenants. Each new tenant must purchase their own transponder. If the lease is not renewed, the transponder will be deactivated. Please note, while your unit is leased, your transponder is deactivated until the time the lease expires and your unit is empty. Please call KW Property Management to be sure your transponders are reactivated.

Applications for a transponder will be available through the guardhouse.

Residents with transponders use the right lane to gain access to the Condominium.

Transponders cost \$15.00 and the price is subject to change should the cost increases.

Management and the Board of Directors reserve the right to limit the quantity of transponders to Unit Owners and Tenants based on occupancy and Association Guidelines.

SECTION 6.1 TARPON POINT PROPERTY OWNERS ASSOCIATION

GATE ACCESS FORM FOR GUESTS

DATE OF APPLICATION: _____

OWNER SIGNATURE; _____
NAME

GUEST SIGNATURE; _____
NAME

TERM OF OCCUPANCY: From: _____ To: _____

PROPERTY ADDRESS: _____
Cape Coral, FL 33914

SECTION 7.0 TARPON POINT PROPERTY OWNERS ASSOCIATION

ENFORCEMENT OF COVENANTS AND ABATEMENTS OF VIOLATIONS

See page 2 of this section, which is an insert from The “Declaration of Covenants, Conditions and Restrictions for Tarpon Point” Lee County - INSTR #5773877 Official Records BK 03893 PG 3910 Page 26, Sections 11., 11.1, 11.2, 11.3 and 12.4

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Neighborhood Association, Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported immediately to a member of the Board of Directors. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Property Owners' Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Property Owners' Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Property Owners' Association shall have the ability to take any or all actions to compel compliance as set forth below.

11.1 Legal Action. Judicial enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Property Owners' Association or 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 such action is instituted, the Property Owners' Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. The Property Owners' Association may also take legal action against any Neighborhood Association which fails to make a reasonable effort to enforce any restrictive covenants or affirmative obligations under the Governing Documents or the Neighborhood Covenants, where such failure has an adverse impact on the appearance of the Properties or the operation of the Property Owners' Association. If such action against a Neighborhood Association is instituted, the Property Owners' Association shall, in addition, be entitled to recover its costs for attorney's fees incurred in enforcing the Governing Documents or the Neighborhood Covenants.

11.2 Entry by Declarant or Property Owners' Association. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Declarant, its successors and assigns, and/or the Property Owners' Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land of a Neighborhood or Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Declarant, its successors and assigns and/or the Property Owners' Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 Fines. The Property Owners' Association may impose a fine or fines against an Owner for failure of the Owner, his family, Guests, invitees, tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents, in the manner required by the Act.

11.4 Storm Water Management. The Parcel Owners and other beneficiaries of the dedicated property and corresponding infrastructure, including the storm water management system, shall have the legal right to enforce the maintenance covenants pertaining to such systems against the Association.

SECTION 8.0 **TARPON POINT PROPERTY OWNERS ASSOCIATION**

IMPORTANT PHONE NUMBERS

- TPPOA Management Offices: (239) 471-0264
 - Tarpon Point General Manager, Lauren Hagan: lhagan@tarponpoint.com
 - Resort Management, 2685 Horseshoe Drive South, Suite 215, Naples, FL 34104 (239) 461-8700

- Tarpon Point Board of Directors
 - Scott Freeman – President (913) 951-5630 sf-pvi@swbell.net
 - Mike Meurer – Vice President/Treasurer (913) 951-5600 mmeurer@millionair.com
 - Lauren Hagan – Secretary (239) 471-0264 ext. 11 lhagan@tarponpoint.com
 - Bob Turner – Director (239) 850-4262 rdt17@aol.com
 - Don Heisler – Director (239) 542-2010 seawindsfl@aol.com

- Community Operations: (239) 945-3928
 - Head of Community Operations, Joseph Zagame: jzagame@tarponpoint.com

- Lake Homes – Resort Management, 2685 Horseshoe Drive South, Suite 215, Naples, FL 34101 (239) 461-8700

- Park Homes - Property Management Company, Professional Realty Consultants: (239) 772-1010 (Direct Line to CAM for this account – Joan Foye: (239) 573-5343 jfoye0602@hotmail.com

- Tarpon Landings – Resort Management: (239) 461-8700
 - On site manager, Jarett Beebe: (239) 541-8710 jbeebe@resortgroupinc.com

- Tarpon Estates – Property Management Company, Myers Brettholtz, Account Manager-Dori: (239) 939-5775

- Tarpon Point Marina - Harbor Master, Rick Munson: (239) 549-4900 rmunson@tarponpoint.com

- Westin Resort Cape Coral at Marina Village - Eric Ashton, GM: (239) 541-5000 eric.ashton@westin.com