

PELICAN BAY FOUNDATION

RULES AND REGULATIONS

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I. DEFINITIONS

Accompanied Guest means a Guest who does not possess an active Guest Card but who is accompanied by a person who possesses an active Foundation Issued Card, other than a Guest Card.

Articles means the Certificate of Incorporation for Pelican Bay of Naples Foundation, Inc. recorded in Official Records Book 2010, Page 2186, Public Records of Collier County, Florida as it may be amended from time to time.

Bylaws means the Amended and Restated Bylaws of Pelican Bay Foundation, Inc. recorded in Official Records Book 5222, Page 2343, Public Records of Collier County, Florida, as -they may be amended from time to time.

Commercial Member means the owner or co-owner of a commercial plot that is subject to assessment by the Foundation.

Community means the general population of Pelican Bay or its constituent condominium/homeowner association, according to the context in which it is used.

Declaration means the Second Amended and Restated Declaration and General Protective Covenants for Pelican Bay, recorded in Official Records Book 4442, Page 3381, Public Records of Collier County, Florida, as it may be amended from time to time.

Eligible User means a person who is authorized to use Amenities and/or Common Areas, as applicable, and as further specified in these Rules and Regulations.

Foundation Issued Card means a card issued by the Foundation to a Member in good standing in accordance with Section 2.03 of the Bylaws and Section 3.A of these Rules and Regulations.

Neighborhood Association is defined in Section 1.18 of the Declaration.

Neighborhood Covenants (see Amended and Restated Declaration and General Protective Covenants for Pelican Bay Article 1 – Definitions 1.20)

Membership Organization is a group of residential Members with Common interest who meet periodically within Pelican Bay and who derive benefit from the use of Pelican Bay properties, facilities and amenities. The organization must be approved by the Foundation in order to be considered a Member Organization.

Amended and Approved: 20 October 2017

2.A. GOVERNANCE AND MANAGEMENT

The work of Pelican Bay Foundation (PBF) is governed by a Board of Directors, directed by a President and administered by staff. Each plays a distinct role in the success of the Pelican Bay community. This document summarizes the work of the Foundation and the respective roles of the Board and the President and Foundation staff who act under the direction of the President.

1. **Governing Documents.** To the extent not otherwise defined herein, all capitalized terms and all terms which are otherwise defined in the Foundation Governing Documents, shall have the meanings ascribed to them in such Governing Documents.
 - 1.1. The "Governing Documents" of the Foundation are in the rank order as noted below. In the event of a conflict between Governing Documents, clarification shall be interpreted in the below order of priority.
 - 1.1.1. Second Amended and Restated Declaration and General Protective Covenants
 - 1.1.2. Amended and Restated Articles of Incorporation
 - 1.1.3. Amended and Restated Bylaws
 - 1.1.4. Rules and Regulations, in its entirety
2. **Purposes of the Foundation.** In its Articles of Incorporation originally recorded May 11, 1979, as amended and restated from time to time, and as recorded in the Public Records of Collier County, FL, and state the general nature and purposes of the Foundation. The purposes of the Foundation are to:
 - 2.1. Maintain, preserve, control and operate property within Pelican Bay, including the Natural Resource Protection Area.
 - 2.1.1. Establish reasonable rents, fees or other charges for use of the Foundation Common Areas.
 - 2.1.2. Establish and/or modify standards for design, construction, finishing, landscaping and to administer processes for approval of all new building and/or modifications of all structures within Pelican Bay.
 - 2.1.3. Enforce covenants (including neighborhood covenants when needed), restrictions and other provisions related to a multitude of items including, but not limited to parcels, driveways, parking areas, utility lines, antennas, flagpoles, temporary structures, outdoor equipment, mailboxes, signs, lighting, permitted vehicles and pets.
 - 2.1.4. Levy fines/suspend membership for violation of the Governing Documents.
 - 2.2. Acquire, construct, improve maintain, repair, replace and operate Foundation Common Areas. Common Areas include, but are not limited to the Commons, Community Center, tennis facilities, berm, boardwalks, landscaping, decks, restaurants, Oakmont and Ridgewood parks.

- 2.3. Enhance civic, social, and recreational interests of its Members. The Foundation will define what civic, social and recreational interests will be made available and funded by all Members. The Foundation also makes available facilities for use by Pelican Bay groups to further enhance civic, social and recreational interests.
- 2.4. Promote the health, safety and general welfare of Members. The Foundation fulfills this responsibility through the programs and services it supports and by being an advocate for the community regarding health and safety issues.

3. Processes and Policies for the Foundation

- 3.1. Governing Process. An elected Board of Directors governs the Foundation. The Board has broad authority to administer the affairs of the Foundation. It chooses to draw the distinction between governing and managing.
 - 3.1.1. The Board governs by adopting policies, administering voting procedures related to Foundation affairs, establishing financial standards and controls, deploying planning processes, and setting good governance policies with a goal of best practices.
 - 3.1.2. The Board approves strategic plans and annual budgets for operations and projects.
 - 3.1.3. Each Board Director will operate according to set of Expectations entitled Board Member Expectations. (Appendix 1)
 - 3.1.4. The Board delegates to the Foundation President, who must be a Florida-licensed Community Association Manager, the responsibility to manage and operate the Foundation and its assets for the benefit of the Foundation and its Members. The President is the Chief Operating Officer of the Foundation, and, unless otherwise designated by the Board Chair, is the only person authorized to speak publicly on behalf of the Foundation. The Foundation President is the primary contact with external parties regarding contractual business matters.
 - 3.1.5. The Board has standing and ad hoc committees whose purposes are to provide guidance and recommendations to the Board within their specific charters and duties, and to provide for broader input by Members into Foundation affairs.
 - The Board appoints and can remove committee Members.
 - The Board regularly determines the need and relevance for standing and ad hoc committees.
 - Board Directors typically chair standing committees.
 - The Chairman of the Board is ex officio to all committees.
 - Committees may have no more than three voting Board members, including the Chairman of the Board as an ex officio member.
 - Committees recommend actions for Board approval.
 - Committees, or any committee members, do not have the authority to make decisions for or commit financial resources of the Foundation.

- The relationships and responsibilities among and across the Committees, along with the role of the President, are outlined in the Project Planning Roles and Responsibilities Matrix adopted by the Board. (Appendix 2)
- 3.2. Communication. The Board and the President should seek Member input into the Foundations' affairs (via standing committees, Member surveys and focus groups, direct Member feedback, etc.). The Board and President are committed to an education and communication program to keep Members informed about developments concerning the Foundation (via Pelican Bay Post, Today in the Bay, subject-specific email blasts, etc.).
 - 3.3. Planning Process. It is the policy of the Foundation to conduct regular strategic updates, and annual business and financial planning. The processes to conduct these efforts will change from time to time in order to continually improve outcomes. Some of the objectives of these processes include but are not limited to:
 - 3.3.1. Identify the new and the ongoing work that needs to be accomplished.
 - 3.3.2. Prioritize projects to be funded in the operating and capital budgets.
4. **Board of Directors' Responsibilities.** The Foundation's Governing Documents state that the administration of Foundation affairs is the responsibility of the Board. By law, the Board has a fiduciary responsibility to its Members. All activities of the Board should be conducted accordingly, but this broad definition requires further clarification so that a volunteer, elected Director understands their authority and work responsibilities and understands what is delegated to the President. The Board must retain those powers that enable it to govern. The Board of Directors' Responsibilities include:
- 4.1. Setting the direction of the Foundation and making competent decisions. Specific direction-setting responsibilities of the Board are:
 - 4.1.1. Determining the Mission, Vision, Purpose and Core Values of Pelican Bay Foundation. (Appendix 3)
 - 4.1.2. Confirming the strategy developed by management and strategic planning committee to achieve the Vision.
 - 4.1.3. Understanding macro trends that have the potential to impact our strategy and financial performance.
 - 4.1.4. Understanding trends in similar communities to ensure the mission and goals of the Foundation are current and relevant.
 - 4.2. The Board's fiduciary duty requires a sharp focus on financial performance and systems by:
 - 4.2.1. Approving annual budgets to provide adequate resources to execute.
 - 4.2.2. Monitoring performance against goals and the performance of funded programs.
 - 4.2.3. Ensuring financial control systems exist to safeguard monetary assets.
 - 4.2.4. Ensuring adequate insurance coverages exist to protect assets.

- 4.3. The Board establishes operating policies that are:
 - 4.3.1. Consistent with all legal requirements.
 - 4.3.2. Reflective of the majority of Members' desires.
 - 4.3.3. Serve as guidelines/constraints within which staff operates and administers the Foundation's affairs.
 - 4.3.4. Serve as guidelines for Members' use of Common Areas and services.
- 4.4. Delegate exclusive operational and administrative responsibilities to the President.
- 4.5. Establish compensation and benefits for the President, establish and monitor annual Performance goals, provide interim feedback as warranted and complete an annual assessment of the President. Annual goals, as agreed upon by the Board and President are the basis for awarding bonus compensation to the President.
- 4.6. Operate with a clear focus on fiduciary and legal responsibilities, including the Non-profit Statute 617.0830 which outlines the General Standards for a Director, and the requirements of the Florida Homeowners Association Act in Florida Statutes 720.
 - 4.6.1. Periodically assess performance of the Board, its committees and committee charters.
 - 4.6.2. Conduct new Board orientation program as required by Section 720.3033, Florida Statutes.
- 4.7. The Chair of the Board has additional responsibilities to:
 - 4.7.1. Facilitate Directors working together as an effective whole.
 - 4.7.2. Set agendas and preside over Board meetings and the Foundation Annual Meeting.
- 5. **Foundation President Responsibilities.** The Board delegates to the President, Responsibilities that are necessary for the fulfillment of the Foundation's purpose and mission but are not otherwise retained by the Board directly. These responsibilities are focused on managing the Foundation programs and assets. Thus, the responsibilities of the Foundation President are to deliver high quality services to members effectively and efficiently by:
 - 5.1. Together with the Strategic Planning Committee developing a strategic plan to achieve PBF Vision and Mission.
 - 5.2. Operating and maintaining Foundation Common Areas including properties, Facilities and equipment.
 - 5.3. Establishing and reporting key performance indicators and as agreed with the Board to monitor use and performance of Foundation programs and services and progress on the strategic plan.
 - 5.4. Ensuring the Board, staff, Members and guests comply with all Governing Documents.

- 5.5. Assisting the Board in developing and articulating policies and goals.
- 5.6. Coordinating and attending Board and standing committee meetings.
- 5.7. Ensuring Directors have the right information to make decisions.
- 5.8. Collecting all money, owed the Foundation and administering funds and financial affairs of the Foundation.
- 5.9. Consistent with approval operating budgets, deciding optimal staff organization to accomplish assigned duties and responsibilities.
- 5.10. Defining departments and their missions.
 - 5.10.1. Assembling an effective management team.
 - 5.10.2. Maintain a service culture.
- 5.11. Consistent with approved operating budgets, establishing compensation and benefits programs for staff (excluding self).
- 5.12. Establishing employee rules and regulations, work schedules, internal controls, and a performance appraisal system that is administered no less than annually for every employee.
- 5.13. Maintaining official documents and review of Foundation policies and procedures while adhering to all legal and regulatory requirements affecting the Foundation.
- 5.14. Overseeing risk management programs to ensure adequate safety measures are in effect to protect Members, employees and Foundation assets.
- 5.15. Preparing annual budgets plus interim forecasts as needed.
- 5.16. Establishing disaster and emergency plans for the Foundation operations.
- 5.17. Representing the Foundation in community activities.
- 5.18. Keeping informed of trends in communities like Pelican Bay and of legal and legislative actions and trends that may affect the community. Keeping Board informed of these developments.
- 5.19. Overseeing the preparation of all Foundation publications and communications.
- 5.20. Administering voting procedures established by the Board.
- 5.21. Keeping the Board informed on important operating matters and problems in real time.

The Board may supplement or limit these duties of the President through the President's employment contract.

6. Relationships among Board of Directors, President and Staff

Relationships among the Board of Directors, President, and staff are guided by the following:

- 6.1. Individual Board Directors should not direct staff. The President reports directly to the Board of Directors and takes direction from the Board. Staff take direction through the President. Specific staff may, and will, have duties, or designated assignments which will require normal working relationships and regular interaction with Board and committee members.
- 6.2. Board Directors are to be role models in their observance of all Rules and Regulations of the Foundation.

GOVERNANCE AND MANAGEMENT APPENDICES

- Appendix 1: Board and Committee Member Expectations
- Appendix 2: Project Planning Roles and Responsibilities Matrix
- Appendix 3: PBF Mission, Vision, Purpose & Core Values

Appendix 1

BOARD AND COMMITTEE MEMBER EXPECTATIONS

Being elected to serve as a Director of Pelican Bay Foundation is an honor and a duty. Directors must operate under the same set of rules to ensure the Board is maximally effective and Directors do not need to spend time and energy unnecessarily. Likewise, Members selected to serve on Board Committees should operate by the same rules. The Pelican Bay Foundation Board of Directors has identified the following expectations.

As a member of the Pelican Bay Foundation Board or Committee, I will:

- Make attendance at all meetings of the Board a high priority
- Read all material submitted to the Board and be prepared to actively participate in all discussions
- Listen to and respect the opinions of fellow Board members and staff
- Speak publicly with one voice, supporting all duly adopted Board decisions
- Publicly support the management team
- Focus on governance for and not management of the Foundation
- Keep all confidential Board information confidential
- Respect trademarks, copyrights, and intellectual property of the Foundation As a member of the Pelican Bay Foundation Board or

Committee, I will not:

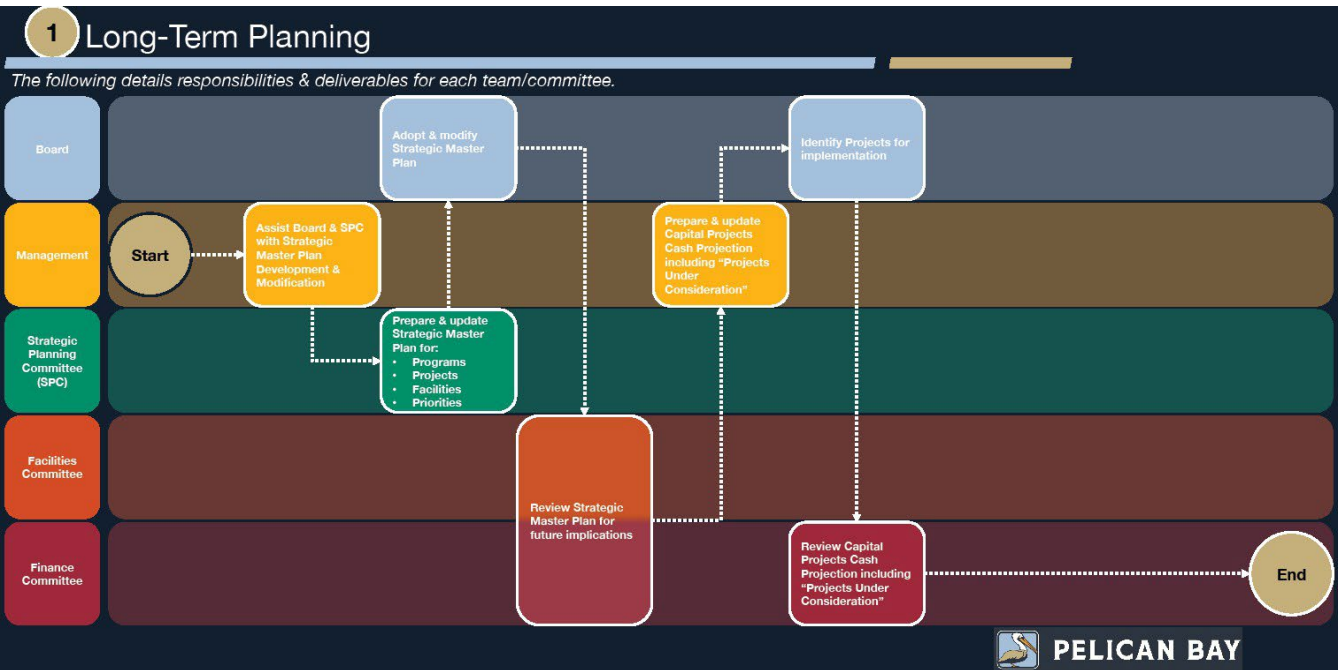
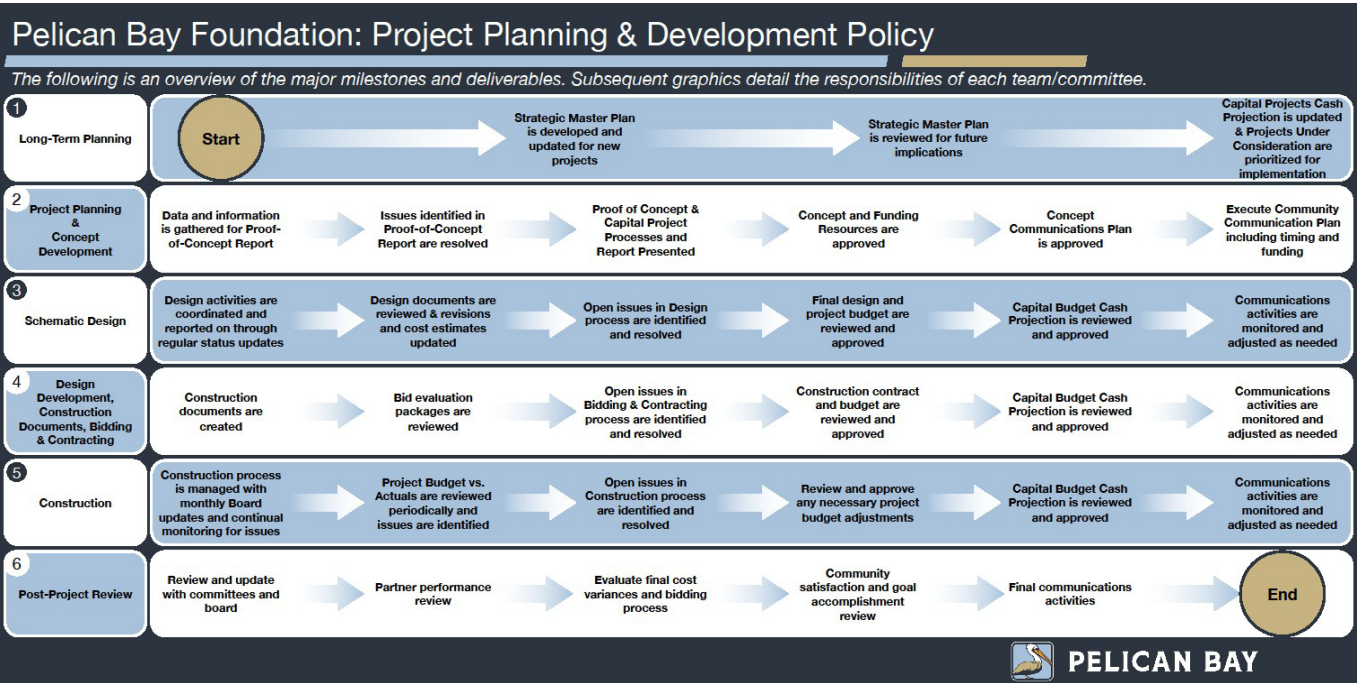
- Provide performance feedback directly to staff
- Misrepresent known facts in any issue involving Foundation business
- Use my position for personal gain
- Make public statements that harm, or could harm, the Foundation's reputation

I understand that the foregoing extends to publishing of written materials, my use of email, and my use of social media and web-based content.

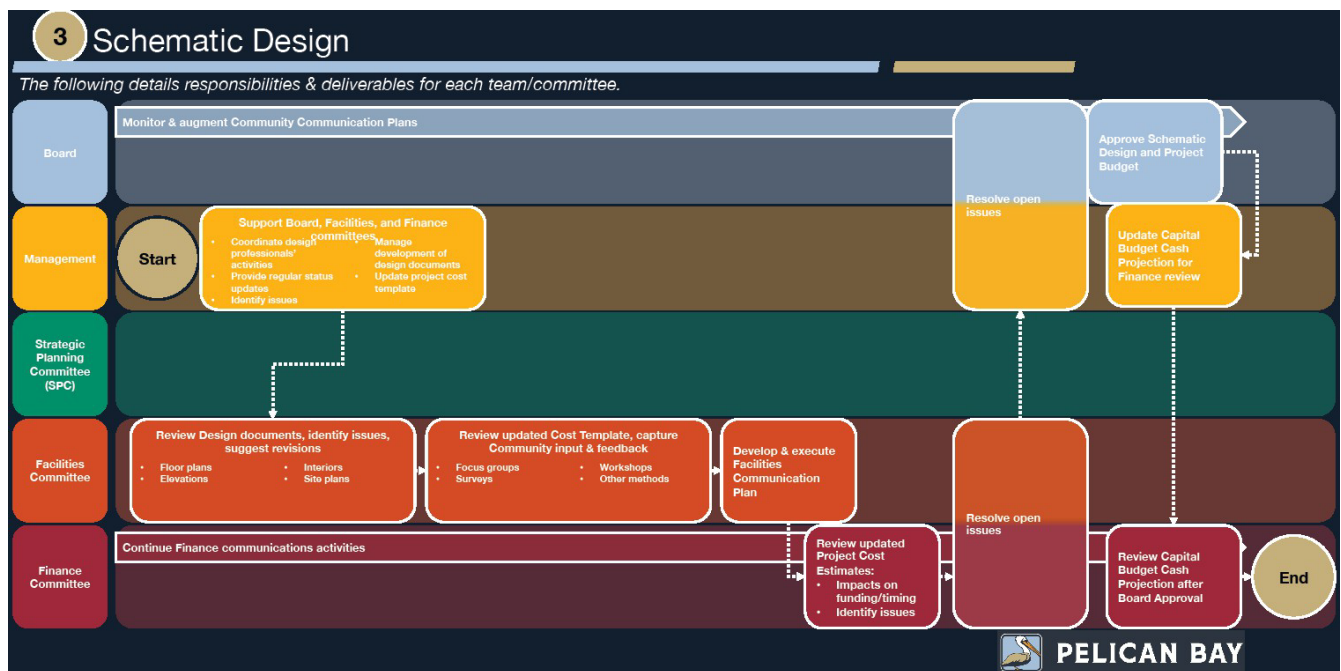
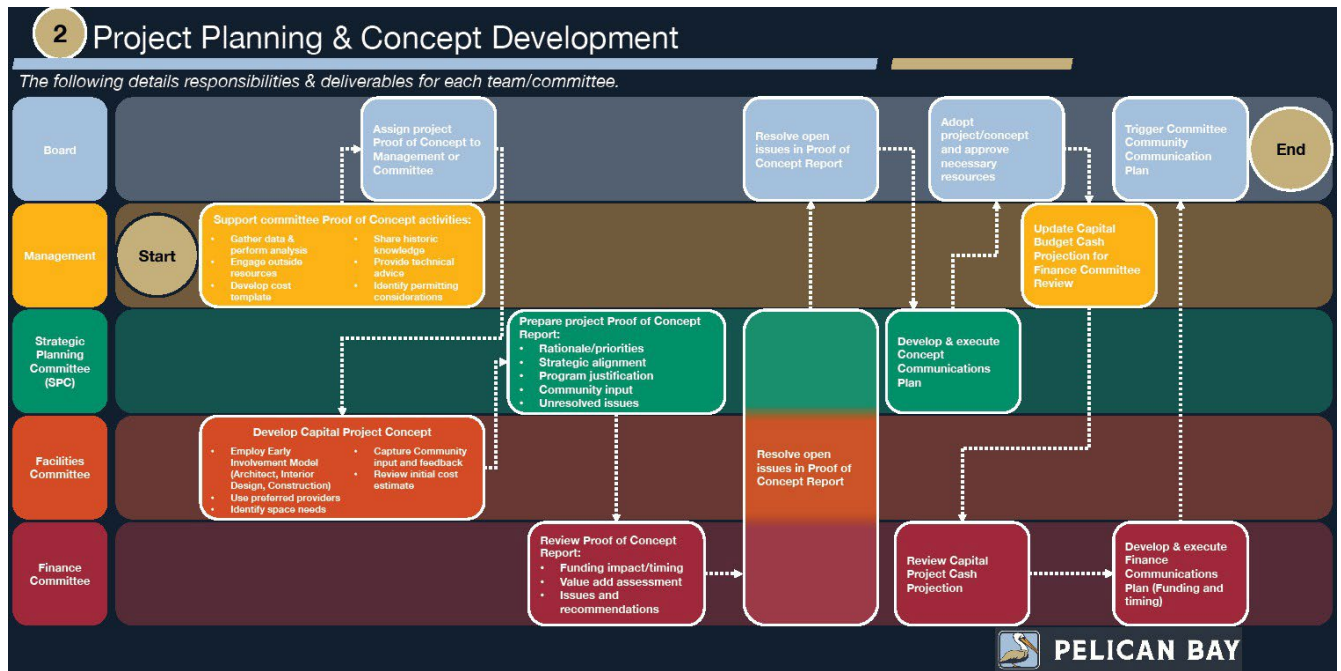
Signature

Adopted by Board of Directors 8/19/24

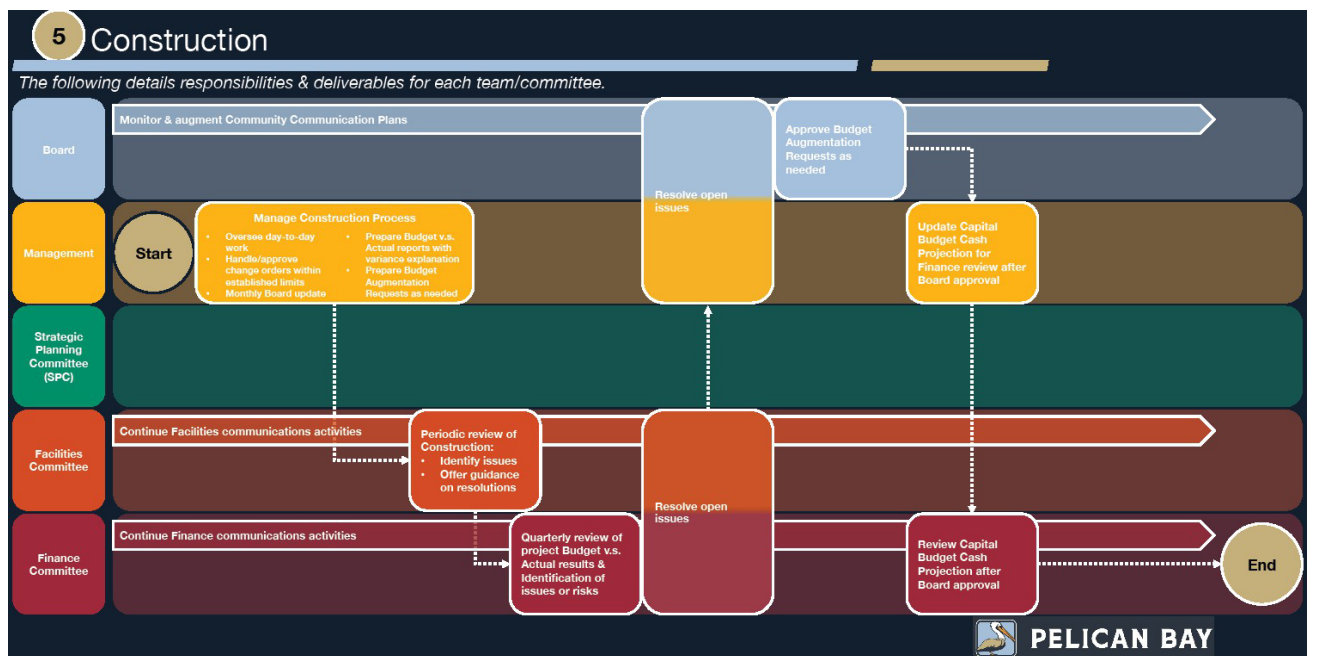
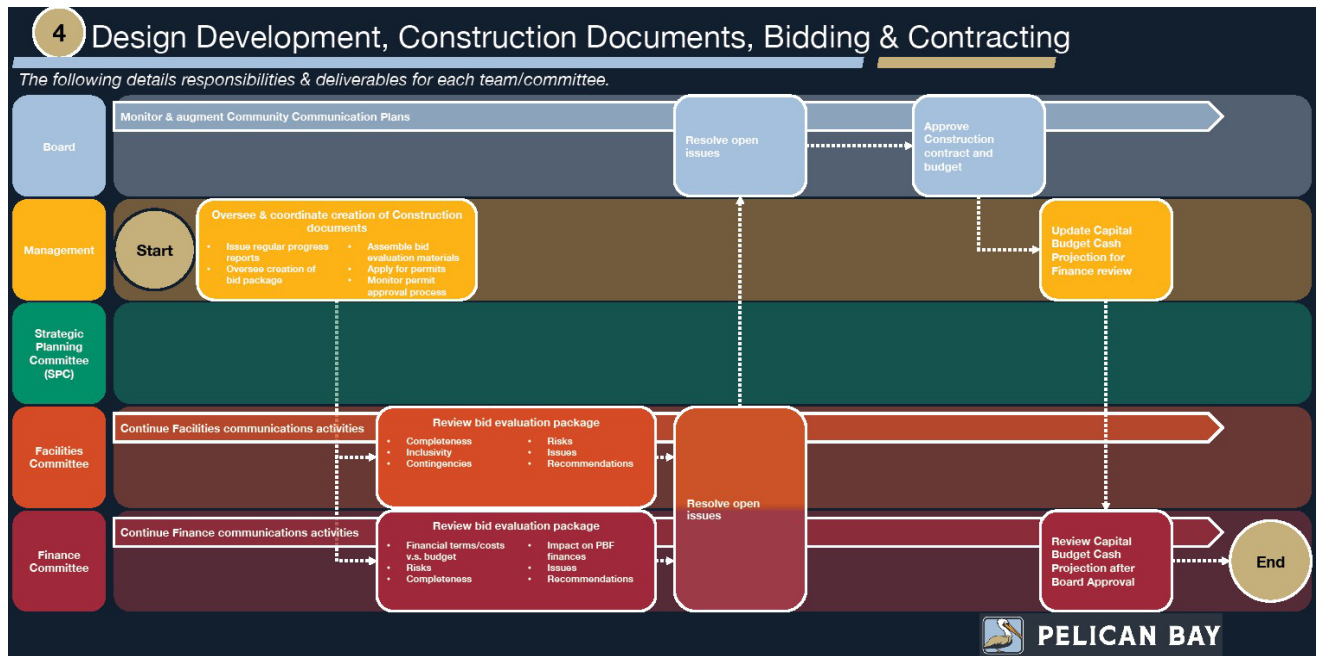
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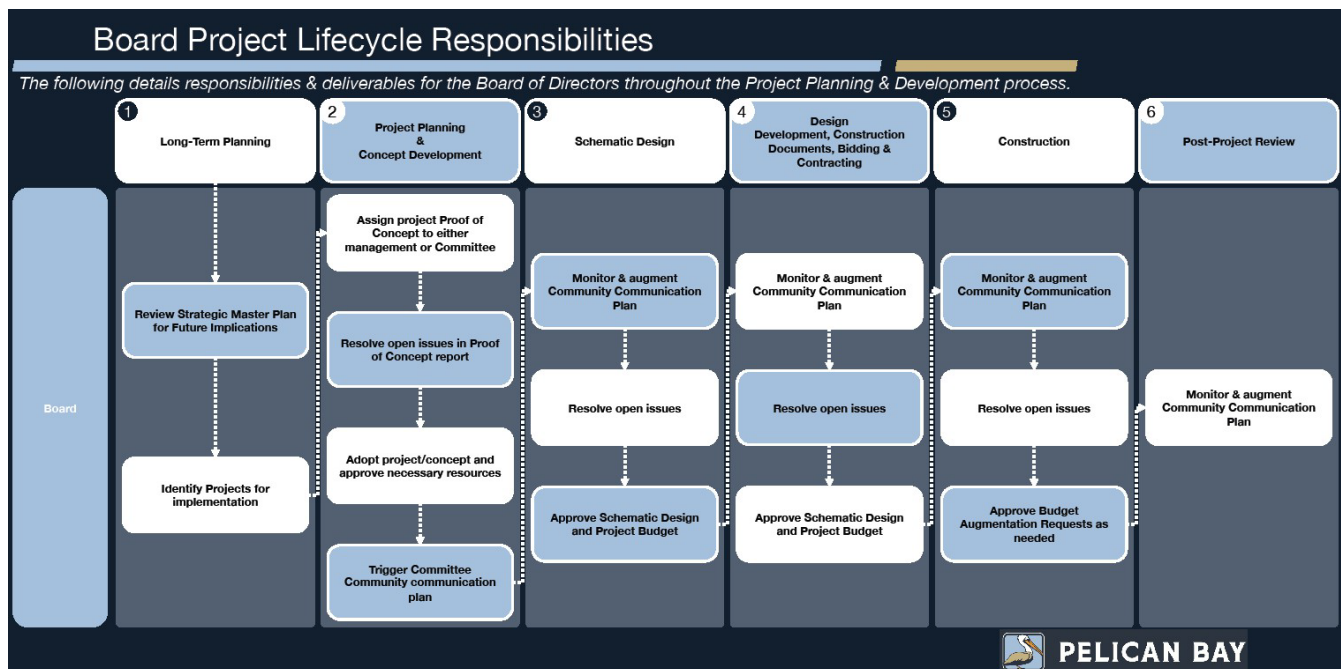
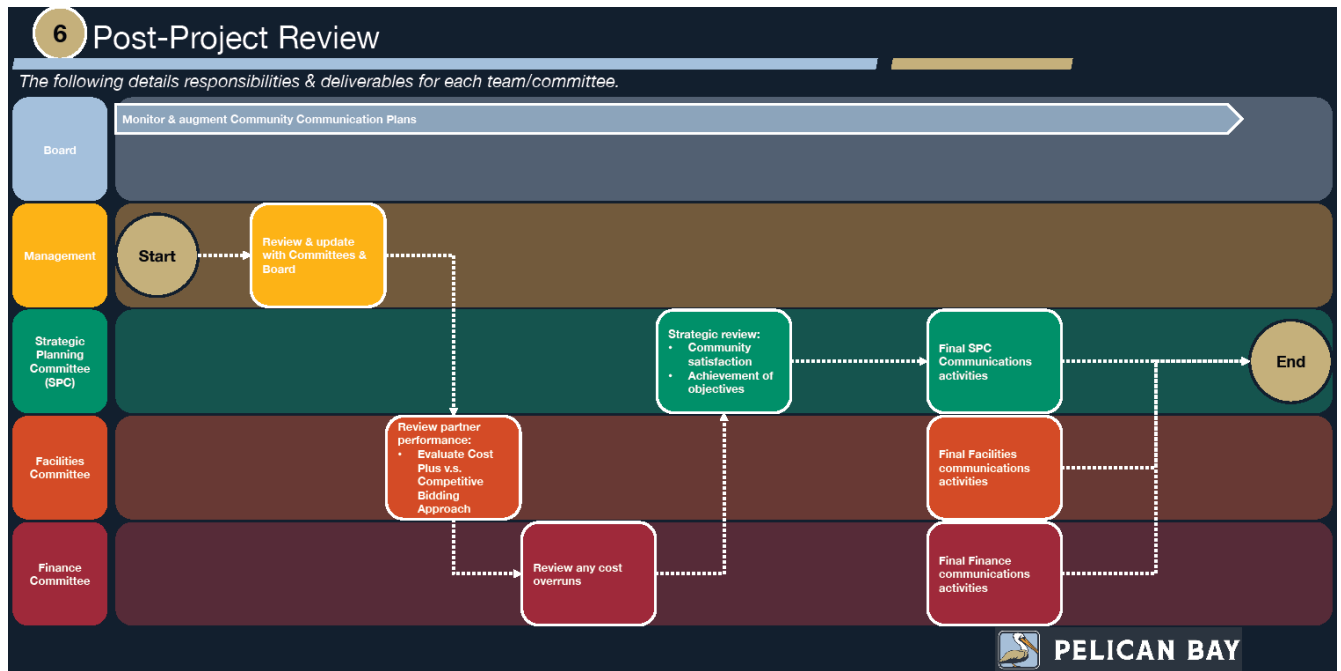
Adopted by Board of Directors 8/19/24



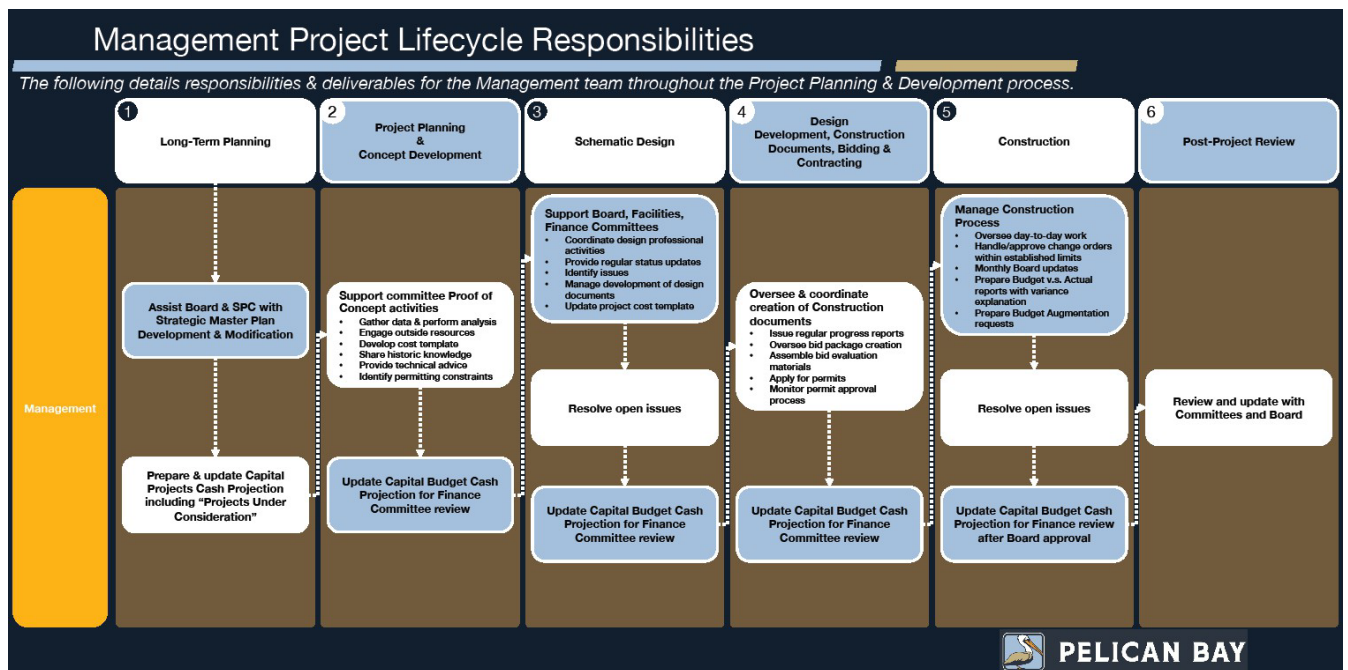
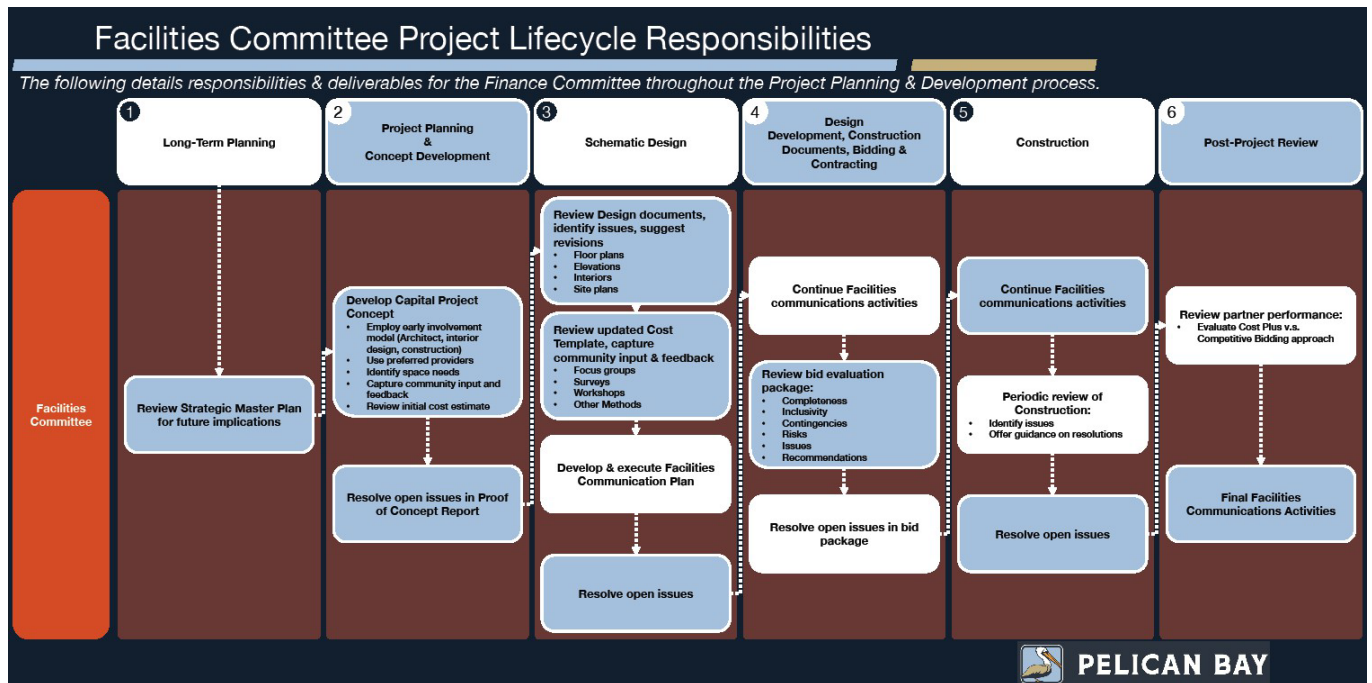
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Adopted by Board of Directors 8/19/24



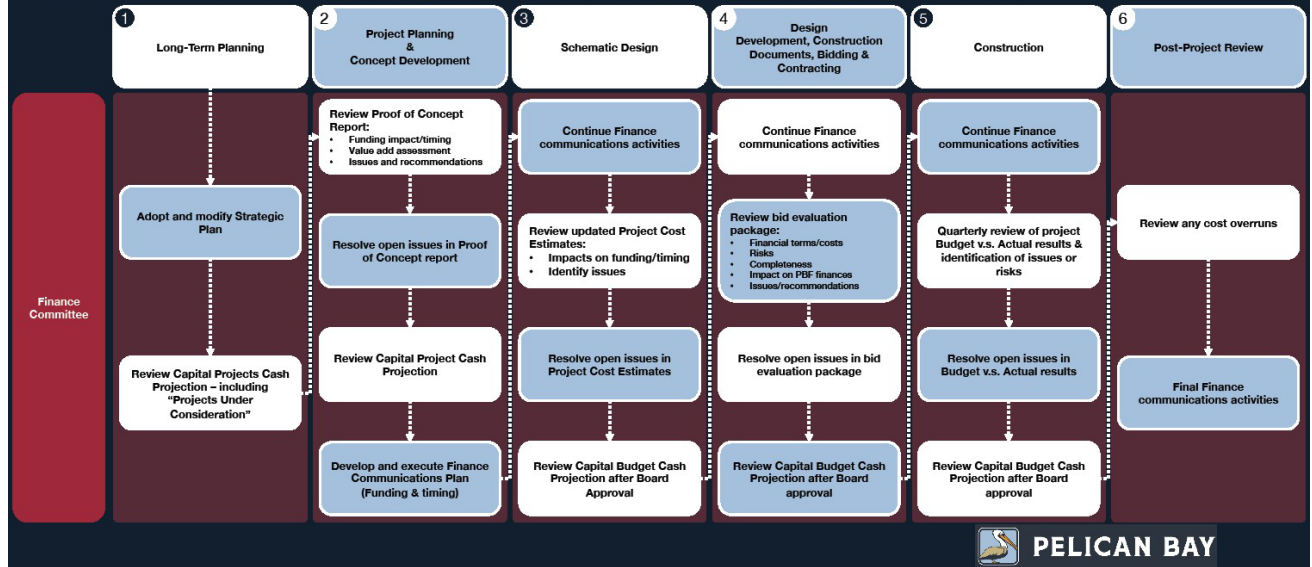
Adopted by Board of Directors 8/19/24



Adopted by Board of Directors 8/19/24

Finance Committee Project Lifecycle Responsibilities

The following details responsibilities & deliverables for the Finance Committee throughout the Project Planning & Development process.



Adopted by Board of Directors 8/19/24

Appendix 3

PELICAN BAY FOUNDATION MISSION, VISION, PURPOSE, CORE VALUES

Vision

A premier coastal community that enriches the lives of its members through first class amenities, engaging activities, the tranquility of nature, and a sense of belonging.

Mission

To protect, maintain, and enhance the Pelican Bay member experience by providing:

- A pristine natural environment with beaches, mangroves and green spaces
- Exceptional facilities, amenities, and activities that foster a vibrant, healthy and social lifestyle
- Outstanding member services and a workplace of choice
- An ambiance of quiet beauty and commitment to safety

This mission will be achieved with prudent, transparent, and sustainable financial management.

Our Core Values

Our guiding beliefs and principles that create the Foundation's culture. They frame how the Foundation interacts with members, employees, and partnerships and its stakeholders.

Welcoming: Help build and embrace a sense of community and belonging for all.

Collaborative: Leverage our collective genius with a focus on clear communication, teamwork, and continuous improvement.

Positive: Be open to new ideas and utilize creative problem solving to deliver exceptional member satisfaction at all touch points.

Respectful: Valuing others by being honest, courteous, fulfilling commitments, and behaving in a moral and ethical manner.

Adopted by Board of Directors 8/19/24

2.B. COMMITTEES

1. Standing Committees are created to advise the Board and for Members to become involved in Foundation activities.
2. Ad Hoc Committees are temporary and are created to address specific topics as directed by the Board.
3. **Appointment of Committees:** The Board has the exclusive authority to appoint the members of both Standing Committees and Ad Hoc Committees. Once a Committee is established, if there is a vacancy on a Committee, the Board shall appoint a replacement after receiving recommendations from the Committee in accordance with the procedure below. Members of the Board may be appointed to Committees provided the number of members of a single Committee who are also Board members shall not constitute a majority of the Committee. Once a committee is established, the Board appoints the Chair and Vice Chair each year at the Organizational Meeting of the Board or at the time the Committee is established.
 - 3.1. Notification of a Committee vacancy shall be placed in the Foundation's email blast, on the Foundation website, and in the next available Pelican Bay Post, advising the community of an opening on the Committee.
 - 3.2. Candidates who are interested in filling a posted Committee opening shall complete a Standing Committee Membership Form (attached as Exhibit A) and submit through the online application forms or in person at Member Services. The Chair will be notified regarding all applicants.
 - 3.3. Recommendations for filling vacant Committee positions shall be made at a scheduled meeting of the Committee and those recommendations shall be presented to the Board by the Chair of that Committee for its consideration. The Board has the discretion to follow or not follow the recommendations in the appointment of new Committee members.
4. **Creation of Charter:** The Committee shall prepare a charter for approval by the Board, and the Committee shall follow the guidelines in that charter.
5. **Tenure**
 - 5.1. It is intended that the duration of Committee membership shall not exceed six years of service. If there is a need to stagger terms, the Chair shall assign terms.
 - 5.2. Committee members who miss three consecutive meetings are automatically removed from the Committee and the Committee shall recommend a replacement pursuant to sub-section 3. of this Section.

6. Meetings

6.1. Meetings shall be held according to the schedule established in the Committee's Charter or as determined by the Chair of the Committee.

6.2. Meetings will be posted and may be open to all members at the discretion of the Committee Chair.

7. Communication

7.1. Committees may record minutes of all its meetings and deliver the minutes to the Foundation Board. The minutes will be posted on the Foundation website.

7.2. Committees shall report to the Board at each Regular Meeting of the Board.

7.3. Articles describing the existing Committees may be submitted by the Committee Chair and may be printed in the Pelican Bay Post pursuant to Section 5.A. Pelican Bay Post. The articles should encourage Members to provide input to the Committees on the Committee's subject matter. The Foundation shall forward input received to the appropriate Committee Chair.

EXHIBIT A

**Pelican Bay Foundation
Standing Committee Membership Form**

Please complete the form below and return it to the Commons or email the same information to PeggySue Fenton at pfenton@pelicanbay.org the form is also located on the website at www.pelicanbay.org under "E-Forms."

Committee of interest _____

Name _____

Pelican Bay Address _____

Email Address _____

Phone _____ Fax _____

Second Address _____

Phone _____ Fax _____

Signature _____ Date _____

Please provide background information and your reason for wanting to be on this committee.

2.C. ADVISORY GROUPS

1. Advisory Groups

Advisory Groups work with Foundation management to ensure that facilities and programs meet member expectations. They also function as a sounding board for management ideas as well as a channel for individual member input.

- 1.1. Advisory Groups are: Tennis, Fitness, Restaurant, Lifestyle and Pickelball

2. Structure

- 2.1. Advisory Groups consist of seven to nine members.
- 2.2. Participation is through an election held in March.
- 2.3. Open positions are advertised in the Pelican Bay Post and Today in the Bay Newsletter.
- 2.4. A term is two years with a maximum of two consecutive terms.
- 2.5. The Group elects the Chair, Vice-Chair, and Secretary

3. Meetings

Meeting schedule may be determined by the advisory group and management. It is suggested to hold at least three meetings between October and April.

3.A. QUALIFICATIONS FOR MEMBERSHIP; ISSUANCE OF IDENTIFICATION CARDS

1. **Proof of Membership:** Foundation issued membership cards, whether printed or digital, (each a “Member Card”) are required to be carried at all times. Each residential and commercial Plot shall be identified with a “Master Membership Number” designed to track Member Cards issued to each Plot. All Member Card information must be updated annually and shall include an attestation from the Member as to ownership of a Plot. Any change in ownership of the Plot by sale, transfer or due to death must be reported to the Foundation in writing by the authorized person within thirty (30) days of the change in ownership.
2. **Persons Entitled to Rights and Privileges of Membership - Subject to the Rules Provided for in Section 3 Below:**
 - 2.1 **Natural Owners:** All natural persons who are Owners of residential Plots are Members of Pelican Bay and are entitled to receive a Member Card. If a Plot has one Owner, that Owner is entitled to one Member Card and may designate a spouse or one adult person who lives with the Owner to receive a Member Card. If a Plot has multiple Owners, the documented Owners of record shall be required to provide to the Foundation in writing signed by all Owners of record their agreement identifying the two (2) Owners to receive the Member Cards and such document shall be notarized as to each of the Owners’ signatures. It shall be the responsibility of the Owners to provide the signatures of all Owners to change, at any time with all notarized Owners signatures, the two (2) designated Members. Such change shall be allowed once per calendar year unless there has been a change by sale, transfer, conveyance, foreclosure, death, bankruptcy or other occurrence resulting in a change of ownership. If an Owner owns more than one Plot, that Owner is entitled to one Member Card and may only designate one additional person (spouse or adult) for each Plot to receive a Member Card and such designation may occur no more than once per calendar year.
 - 2.2 **Legal Entity or Trust:** If the Owner of a residential Plot is a legal entity (trust, partnership, corporation, or limited liability company), the legal entity can designate one person to receive a Member Card and that person can designate a spouse or adult person to receive one additional Member Card for a total of two (2) Member Cards per residential Plot. The Foundation may request a copy of any trust, trust agreement, contract of sale, deed, partnership, corporate ownership documents, resolutions, etc., as reasonably required, to enable the Foundation to verify the identities of the individuals receiving Member Cards.
 - 2.3 **Resident Managers:** Resident Managers of Neighborhood Associations are entitled to a Member Card upon the written request of the President of their respective Neighborhood Association. A government issued photo ID containing the address in Pelican Bay where the Resident Manager resides is required. Managers may also designate one other person in accordance with 3.3. below.
 - 2.4 **Commercial Plot:** An Owner of a Commercial Plot is entitled to receive Member Cards as determined by the Foundation. The Owner must provide proof to the Foundation that each designee is a partner, officer, shareholder, member of corporation or employee of the Owner. The designee in accordance with Section 2.1. may also designate one person to have a Member Card and another to receive a Dependent Card, as provided for in Section 3.3 below.
 - 2.5 All membership rights and privileges of designees shall be coterminous with the status of the Plot Owner. Any suspension or termination of the rights of the Owner shall result in the suspension or termination of the membership rights and privileges of the designees.
 - 2.6 Members are required to report changes of status and return to the Foundation office their Member Card and the cards of any designees and dependents if and when they are no longer qualified to receive a Member Card.
 - 2.7 A Member cannot be an employee of the Foundation or an independent contractor.

3. Types of Cards Issued:

- 3.1 **Resident Member Cards:** Individuals entitled to Member Cards under Sections 2.1 to 2.3 are issued Resident Member Cards. Each residential Plot shall be allocated a maximum of two (2) Resident Member Cards per Plot.
- 3.2 **Commercial Member Cards:** Individuals entitled to Member Cards under Section 2.4 above are issued Commercial Member Cards. Each Commercial Plot shall be allocated one Commercial Member Card for every ten (10) property units assigned to the Commercial Plot.
- 3.3 **Dependent Cards:** An individual holding a Resident Member Card or a Commercial Member Card is entitled to designate any person not less than thirteen (13) years of age who is a dependent, as typically defined by the I.R.S., to receive a Dependent Card. Persons holding Dependent Cards are entitled to use Foundation Common Area subject to special conditions and limitations as provided by these Rules. The Member or designee designating dependents must provide proof to the Foundation that each dependent resides with such resident Member or designee by providing the dependent's government issued photo ID containing either (i) the same address as the Member, or (ii) the address of the Member's Plot. Dependent Cards shall be issued for a period of one year.
- 3.4 **Caregiver Cards:** Every individual entitled to a Member Card under Sections 2.1 to 2.3 above is entitled to designate a full-time live-in Caregiver. The Caregiver Card request form must contain: (i) the Member name, (ii) the Master Membership Number assigned to the Plot, and (iii) the first name of the person residing in the Plot that the caregiver is providing care to. Caregiver Cards are issued for a period not to exceed six (6) months and the Board may set a fee from time to time to be charged for the issuance of such card. The card may be renewed for intervals not to exceed six (6) months and for payment of a renewal fee set by the Board from time to time. Holders of Caregiver Cards shall have the same rights and privileges as holders of Unaccompanied Guest Cards. Each residential Plot shall be allocated a maximum of one (1) Caregiver Card per residential Plot.
- 3.5 **Childcare Provider Cards:** Every individual entitled to a Member Card under Sections 2.1 to 2.3 above is entitled to designate an individual providing care for the Member's children under the age of sixteen (16) ("Minor Children"). The Childcare Provider Card request form must contain: (i) the Member name, (ii) the Master Membership Number assigned to the Plot, and (iii) the first name(s) of the Member's Minor Children residing in the Plot that the childcare provider is providing care to. Childcare Provider Cards are issued for a period not to exceed six (6) months and the Board may set a fee from time to time to be charged for the issuance of such card. The card may be renewed for intervals not to exceed six (6) months and for payment of a renewal fee set by the Board from time to time. Holders of Childcare Provider Cards shall have the same rights and privileges as holders of Unaccompanied Guest Cards; except, unlike Unaccompanied Guest Cards, holders of Childcare Provider Cards may have the Member's Minor Children accompany him or her on the Foundation Common Area. Each residential Plot shall be allocated a maximum of one (1) Childcare Provider Card.
- 3.6 **Renter Cards:** Renter Cards will be issued to persons leasing a residential Plot for a fee set by the Board from time to time. Applications for Renter Cards shall be received at least thirty (30) days prior to the commencement of the tenancy and include a copy of the lease and, if applicable, the letter from the condominium association governing the Plot approving the lease. Renters are required to pick up their own Renter Cards in person and produce a government issued photo ID. A Renter Card shall be issued for the term of the renter's lease and only to the persons named on the lease; provided, however, no more than two (2) Renter Cards shall be issued for any residential Plot. If a renter's landlord only owns one Plot, that Member's rights to receive Member Cards are suspended so long as the Renter Card(s) is outstanding and any Member Cards which have been issued to such Member will be suspended before any cards are issued to the renter.
- 3.7 **Unaccompanied Guest Cards:**

- 3.7.1 An individual, thirteen (13) years of age and older, who is residing or staying with a Member holding a Resident Card or a Renter Card is eligible to purchase an Unaccompanied Guest Card for a fee established by the Board from time to time.
- 3.7.2 Refunds will not be given for Unaccompanied Guest Cards that are not picked up.
- 3.7.3 Guests are not eligible for digital Member Cards.
- 3.7.4 The Unaccompanied Guest Card request form must contain (i) the dates of stay, (ii) the guest's first and last name, (iii) the guest's city and state of residence, and (iv) the Master Membership Number assigned to the Plot. Any person who resides either permanently or seasonally within Collier or Lee counties is not eligible for an Unaccompanied Guest Card under any circumstances.
- 3.7.5 Unaccompanied Guest Cards can be issued for a minimum of two (2) days and a maximum of thirty (30) days. No Guest may have more than thirty (30) days within a twelve (12) month period, with the exception of relatives of a Member holding a Resident Member Card or a Commercial Member Card. Relatives may have Unaccompanied Guest Cards issued over the thirty (30) days within a twelve (12) month period if the Member signs the applicable statement on the Guest Pass Request Form attesting that the Guest is a relative.
- 3.7.6 The Foundation shall require Unaccompanied Guest Card holders to present a valid government issued photo ID to use the Foundation Common Areas.
- 3.7.7 Unaccompanied Guest Cards are nonrefundable and days purchased cannot be reallocated or reassigned once selected and loaded onto the card.
- 3.7.8 Unaccompanied Guest Cards cannot be used to make reservations at any beach restaurant or bar.
- 3.7.9 Unaccompanied Guest Card holders may not bring a guest to use the Foundation Common Area.
- 3.7.10 The Foundation will use each Plot's Master Membership Number to track the number of days purchased for Unaccompanied Guest Cards (as opposed to the number of Unaccompanied Guest Cards issued). Plot Owners will be required to pay an additional fee to the Foundation based on the level of days purchased for Unaccompanied Guest Cards. These fees will be set by the Foundation, in advance of each calendar year, using the following levels:

Level One	=	0 – 25 days
Level Two	=	26 – 50 days
Level Three	=	51 or more days

- 3.8 **Estate Broker/Salesperson Real Estate Card:** A licensed real estate broker or salesperson actively representing the owner of a Plot or potential buyer of a Plot located within Pelican Bay for the purpose of selling or renting a Plot may be issued a Real Estate Broker/Salesperson Card allowing access to certain Foundation Common Areas. Cards will be issued for only one (1) day. This card shall not be transferred to any other person.
- 3.9 **Exceptions:** The Foundation President, with the majority approval of the Foundation's Member Policies and Relations Committee, or another committee designated by the Board from time to time, is authorized to make exceptions to the Rules contained in Sections 2.7 and 3.3 through 3.8 on a case-by-case basis.
- 3.10 **Miscellaneous:**
 - 3.10.1 The Foundation may request information or supporting documents, as reasonably required, to enable the Foundation to verify the identities of the individuals named in any request to receive a Member Card.
 - 3.10.2 Guests may accompany a Member holding a Resident Member Card or Commercial Member Card, without an Unaccompanied Guest Card, as long as they are accompanied by such Member.

- 3.10.3 Each Member holding a Resident Member Card or a Commercial Member Card is limited to six (6) guests per day, as tracked by the Master Member Number.
- 3.10.4 The Member must remain with their guests at all times and shall be present to provide their Member Card for all guest purchases.
- 3.10.5 Notwithstanding the provisions of this Section 3.10, an Unaccompanied Guest Card is required for use of the Fitness Center and tennis facilities regardless of whether or not the individual is accompanied by a Member holding a Resident Member Card or Commercial Member Card.

- 4. **Violations and Penalties:** Violations of Unaccompanied Guest Card rules can lead to fines and the suspension of the right to use the Foundation Common Areas and, further, a Member's right to vote may be suspended, in accordance with the Governing Documents. The Foundation will not provide refunds. Violations include but are not limited to:
 - 4.1 Acquiring an Unaccompanied Guest Card for an ineligible person, including, without limitation, a person who resides either permanently or seasonally within Collier or Lee counties.
 - 4.2 Allowing a person other than the person designated to use an Unaccompanied Guest Card.
 - 4.3 Allowing a guest to use a Member's Member Card.
 - 4.4 Use of an expired Unaccompanied Guest Card.
 - 4.5 Allowing another person to use a Member's Member Card.
- 5. Members who obtain Dependent Cards, Caregiver Cards, Childcare Provider Cards, Renter Cards and/or Unaccompanied Guest Cards are responsible for the actions and conduct of the persons holding the foregoing cards and are expected to provide those persons with copies of the Foundation's rules and regulations.
- 6. All legal issues related to Plot ownership, or the two (2) designated Members of a residential Plot, or the designees of a Commercial Plot, shall be the responsibility of the Owners. If any conflict occurs, the Foundation will not be involved in such matters.

3.B. GIFTS TO THE PELICAN BAY FOUNDATION

1. Foundation Responsibility and Authority

1.1. A prospective donor is to notify the President of the Foundation of his or her desire to make a gift to the Foundation.

1.2. The Foundation has the authority to approve or decline the receipt of gifts, including but not limited to declining a gift of money, if the conditions attached to its use are not compatible with Foundation policies or if the gift is an endowment that the Foundation does not have the capacity to manage. The Foundation also has the authority to approve the disposition of gifts given to the Foundation.

1.3. The Foundation has the authority to decide whether a gift of money should or should not be used to support activities, or purchase articles, that would ordinarily be funded by the Foundation's operating or capital budgets.

1.4. When a prospective donor notifies the Foundation of his or her desire to make a gift that is not related to a previously approved program, the Member Policies and Relations (MP&R) Committee will examine the nature of the proposed gift and the conditions attached to it, and make recommendations to the Board. The Board has the ultimate authority to accept or reject the proposed gift, with or without conditions.

1.5. An existing donor program may be ended or changed at any time by the Foundation Board. If an appeal is made by a member to continue the program or to object to a change in the program, the MP&R Committee shall be constituted as in 1.4. to review the appeal and make recommendations to the Board.

2. Limitations: The Pelican Bay Foundation is not a charitable organization as defined by Section 501(c)(3) of the Internal Revenue Service Code. Consequently, contributions to the Foundation are not tax deductible. Any persons desiring to make a gift should consult their tax advisor. No guarantee is made by the Foundation that a gift is tax deductible.

3.C. LEASING

1. **Process:** The following documents must be submitted to the Foundation Office at least 30 days prior to the lease period. This requirement also applies to any extension of the lease. An incomplete lease application could result in a delay of up to thirty (30) days in the issuance of Tenant Cards.
 - 1.1. Completed Lease Application Form.
 - 1.2. A check for the tenant member processing fee in effect at the time of Application plus the prevailing fee for each Tenant Card requested which exceeds the first two Tenant Cards issued to the Tenant. The check should be made payable to the Pelican Bay Foundation. These fees are non-refundable even if the Member does not enter into the lease with the Tenant, the Neighborhood Association fails to approve the lease, or if the Tenant shall cancel for any reason.
 - 1.3. If the Member's Unit is subject to Neighborhood Covenants which require the Neighborhood Association to approve the lease, the Member must submit a copy of the Neighborhood Association's approval letter/document. If the property is a single-family home, a copy of the executed lease is required in lieu of Association approval.
 - 1.4. All member cards will be suspended by the lease start date for their tenants.
2. **Issuance of Tenant Cards:** Tenants are required to pick up their own Tenant Cards in person and produce a government issued photo ID at the Foundation Office. Tenant Cards expire when the lease expires, as indicated by the copy of the lease or condo association approval letter provided by the Member. If a Member extends the lease, the Member must provide a copy of the condo association extension approval in order for the Foundation to extend the Tenant Cards.
3. **Reactivation of Member Cards:** Upon termination of the lease, the Member's Foundation Issued Card will be reactivated for Member use.

This policy is effective June 1, 2020

3.D. ASSESSMENTS

1. **Payment of Assessments; Notices; Delinquencies**

1.1. Annual Assessments due, and payable dates, are established by the Board. Members who have not paid an Annual or Special assessment within ninety (90) days after the payable date may be suspended in accordance with section 3.

1.2. Pursuant to Section 7.06(a) of the Bylaws, Neighborhood Associations have the responsibility to collect and remit assessments to the Foundation.

1.3. If a Member fails to pay an assessment within thirty (30) days after the assessment is payable, the Foundation, or Neighborhood Association (when assessments are collected by the Neighborhood Association), shall send written notice to the Member that the assessment is delinquent. For assessments collected by a Neighborhood Association, if the assessment is not paid within thirty (30) days after the Notice of Delinquency was sent, the Neighborhood Association shall submit all information relating to non-payment to the Foundation.

1.4. The Foundation shall send a second written notice of delinquency. The notice shall state that the Member is overdue and that a lien will be placed on the Member's Unit if payment is not received within forty-five (45) days.

1.5. Any assessment not paid within thirty (30) days after the payable date shall bear interest at the rate of eighteen percent (18%) per year. In addition, a delinquent Member is responsible for payment of all costs including reasonable attorney's fees incurred in the collection of the assessment.

2. **Collection from Tenants:** Pursuant to Section 720.3085(8), Florida Statutes, if any Member is delinquent in payment of any monetary obligation due to the Foundation, the Foundation may collect rent from the Member's Tenant that is otherwise payable to the Member until such monetary obligations are fully paid.
3. **Suspension of Member's Rights:** The Foundation may suspend all rights of a Member, and the Member's Tenants and Guests, to use Common Areas, including Amenities, and all voting rights of the Member, if the Member is delinquent in the payment of any monetary obligation due to the Foundation for more than ninety (90) days. Any suspension must be approved by the Board of Directors.
4. **Resale Capital Assessment:** The Foundation assesses a transfer fee for the purchase of property in Pelican Bay. This fee is included as a closing expense as part of the purchase transaction. When a Pelican Bay property owner purchases a second property in Pelican Bay there is a one-time exemption where the resale fee is waived. Any future purchase by the same owner in Pelican Bay will include this transfer fee.

3.E. INSPECTION OF OFFICIAL RECORDS

1. Request

1.1. Requests for inspection or copying of Official Records shall be in writing on a form provided by the Foundation and available at the Foundation office and Foundation website (www.pelicanbay.org). Written requests shall specify the date and description, if known, of the document(s) requested.

1.2. The date and time that records may be inspected or copied shall be within (10) business days of the Member's request, and the Member shall be given a minimum of 48 hours' notice.

1.3. A Member (one membership per unit) may not submit more than one (1) request each calendar month.

2. Inspecting Records: The Official Records of the Foundation may be inspected at the Foundation office, or at such other place as may be designated by the Foundation, by Members or their authorized agents between the hours of 9:00 A.M. and 5:00 P.M. each weekday (excluding holidays) or as otherwise arranged and agreed in advance with the Foundation. Authorized agents must have written permission from the Member authorizing such agent to examine the records on behalf of the Member.

3. Copying Records: Copies may be obtained of the official records. The Foundation will make copies of the requested records in the Foundation office at the cost of \$.50 per page. Alternately, if the records requested exceed 25 pages, the Foundation may have copies made by an outside vendor and may charge the actual cost of copying, including any costs involving Employee's compensation and charges at an hourly rate for the vendor's and Employee's time to cover administrative costs paid to the vendor and for the Foundation.

4. Official Records: The Official Records of the Foundation are available at the Foundation office and Foundation website (www.pelicanbay.org.)

Amended and Approved: 28 April 2017

OFFICIAL RECORDS

THE ASSOCIATION SHALL MAINTAIN EACH OF THE FOLLOWING ITEMS, WHEN APPLICABLE, WHICH CONSTITUTE THE OFFICIAL RECORDS OF THE ASSOCIATION:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (b) A copy of the bylaws of the association and each amendment to the bylaws.
- (c) A copy of the articles of incorporation of the association and of each amendment thereto.
- (d) A copy of the declaration of covenants and a copy of each amendment thereto.
- (e) A copy of the current rules of the homeowners' association.
- (f) The minutes of all meetings of the Board of Directors and of the Members which must be retained for at least 7 years.
- (g) A current roster of all members and their mailing addresses and parcel identifications.
- (h) All of the association's insurance policies or a copy thereof, which must be retained for at least 7 years.
- (i) A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility. Bids received by the association for work to be performed must also be considered official records and must be kept for a period of 1 year.
- (j) The financial and accounting records of the association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:
 - 1. Accurate, itemized, and detailed records of all receipts and expenditures.
 - 2. A current account and a periodic statement of the account for each member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
 - 3. All tax returns, financial statements, and financial reports of the association.
 - 4. Any other records that identify, measure, record, or communicate financial information.

OFFICIAL RECORD REQUEST FORM

Name _____

Address _____

Association _____

Phone # _____

Foundation Member # _____

Authorized agent, if any _____

Address _____

Phone # _____

Specific official record and or records to be inspected _____

Purpose for the
request _____

Requested date and time for the subject
inspection _____

The foregoing request shall be addressed to:
The Pelican Bay Foundation
6251 Pelican Bay Blvd.
Naples, FL 34108
Attn: Official records custodian

3. F. ARCHITECTURAL AND DESIGN REVIEW

1. **Rationale.** The Foundation has broad responsibility and authority for approving plans including signage drawings, site plans, landscape plans, floor plans, and all exterior elevations (referred to hereinafter as “plans”) for new residential and commercial structures and property and modifications to existing residential and commercial structures and property within Pelican Bay.
2. **Authority.**
 - 2.1 Article 3 of the Amended and Restated General Declaration and Protective Covenants states: “No Structure shall be commenced, erected, improved or altered, nor shall any grading, excavation or landscaping (including tree removal) be done without the prior written approval of the Foundation.
 - 2.2 The Foundation has approval authority for initial new construction on both undeveloped and developed commercial properties.
3. **Approval Authority: Review Committee.** Foundation review and approval for the modifications and improvements is carried out by the following entities.
 - a. Director of Covenants. In addition to general covenants duties unrelated to design review, the Director of Covenants will administer the approval process according to the Governing Documents. The Director of Covenants may use the resources of the Covenants Department in fulfilling its responsibilities. All applications, fees, and submittals required hereunder must be submitted to the Covenants Department. The Director of Covenants also has the authority to perform all the duties of design review and Project Approval of Minor Projects, described below.
 - b. Design Review Committee (“DRC”). The DRC will normally consist of five (5) members, with a minimum of three (3) but not more than seven (7) individuals who are Foundation members, and who will be appointed, removed, or replaced by the Board. It is preferred that at least two individuals of the DRC come from at least two professional categories relevant to Design Review, such as, but not limited to: architecture, urban planning, landscape architecture, civil engineering, construction, community association/real estate law, or similar professionals. The DRC may also, or alternatively, consult with members of the “DRC Professional Advisors,” described below. Any time a quorum of the DRC gathers to conduct DRC business, the DRC must meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Any Owner wishing to appear before the DRC may do so. These meetings must be open to all Owners.
 - c. Staff Liaisons. The staff liaisons to the DRC will be: (i) the President of the Foundation, (ii) the Director of Covenants, and (iii) Covenants Assistant. The DRC may consult with the staff liaisons in conducting all of the DRC’s duties and functions, but the staff liaisons will not be members of the DRC.
 - d. Role of the DRC. It is the responsibility of the DRC to review, approve, approve with conditions, or deny requests for Project Approval, all in compliance with these Guidelines and procedures. The DRC also has the authority to adopt the application forms for use in the design review process, and to establish and amend from time to time design review fees and

construction deposits, in an effort to continuously evolve its standards and practices and enhance the DRC's competency in design review. Notwithstanding the foregoing, the DRC will advise the Board in advance of any significant decisions the DRC intends to make. The DRC will also have the authority to inspect and ensure that projects are being completed as approved.

- e. DRC Professional Advisors. The DRC will develop relationships with local professionals, that the DRC can use, on a regular basis, to assist the DRC in fulfilling its responsibilities ("DRC Professional Advisors"). DRC Professional Advisors are strictly advisors to the DRC and Staff Liaisons. DRC Professional Advisors will be local professionals with experience and knowledge in fields relevant to design review, including without limitation: (i) Florida real estate and community association law, (ii) local architecture, (iii) civil engineering, (iv) landscape architecture, urban planning, or (v) housing development. DRC Professional Advisors must also have an understanding of the Foundation Governing Documents including these Design Guidelines and be familiar with PUD master planned communities—preferably Pelican Bay—which have both "master/general" and "neighborhood/sub" covenants and restrictions.
- f. Oversight Panel. The responsibility of the Oversight Panel is to act as an appeal board to adjudicate appeals by Owners of decisions made by the DRC or the Director of Covenants. The Board of Directors of the Foundation acts as the Oversight Panel.

4. Board of Directors. The Board of Directors may:

- a. Monitor design review activities and make changes in the review process that may be needed from time to time.
- b. Adopt or revise the Design Guidelines. Amendments will be prospective in application only.
- c. Serve as the Oversight Panel.

5. Category of Projects. There are three categories of projects:

- a. Minor Projects. "Minor Projects" include, but are not limited to
 - Antennas/dishes
 - Painting or repainting color change
 - Driveways
 - Flags and flagpoles
 - Signs
 - Solar collectors
 - Tree removal/replacement
 - Hurricane shutters or decorative shutters
 - Downspouts and gutters
 - Mailboxes
 - Low voltage (twenty-four (24) volts or less) lighting for landscaping
 - Generators
 - Dumpster or port-o-let on site
 - Replacement Roofing

- b. Major Projects. “Major Projects” include but are not limited to:
 - New construction or tear downs, including any and all exterior signage changes
 - Exterior renovations
 - Structural changes
 - Changes in floor elevations
 - Changes in grade elevations and roof elevations
 - Any landscape project not listed above as a Minor Project
 - Any alteration, construction, or project not listed above as a Minor Project
- c. Commercial Projects. All Commercial Projects will be reviewed by the DRC. All Major Commercial Projects, including Major landscaping and exterior painting color changes, will be reviewed by the DRC and presented to the Board for approval. All items listed above for submittal for Major Projects must be provided to the Covenants Department prior to the commencement of the Design Review Process. Design review fees will apply for the Review Process, changes and/or re-reviews and will be the responsibility of the Owner. All fees must be paid prior to any approvals being granted or work started.

6. Review Forms and Applications.

- a. The Design Review Applications are available at the Covenants Department Office or on-line at www.pelicanbay.org or you may request a copy to be sent to you via email or fax. All materials required to be submitted with an application must include at least one electronic / digital copy.
- b. Minor Projects. All minor projects will be reviewed by the Director of Covenants. No work may begin until Project Approval has been granted by the Director of Covenants. No design review fees are required for minor projects. Reviews of Minor Projects will be conducted by the Director of Covenants and the Covenants Department. Reviews will be completed within fourteen (14) working days of receipt by the Covenants Department of the Design Review Application for Minor Projects, and all documents listed in the application or otherwise required by the Covenants Department. Notwithstanding the foregoing, the Director of Covenants may, in its sole discretion, refer a Minor Project to the DRC for review, and/or make a determination that a project constitutes a Major Project.
- c. Major Projects. All Major Projects must be reviewed by the DRC in accordance with Section 7 below.
- d. Commercial Projects. All Commercial Projects will be reviewed by the DRC. All items listed above, for submittal for Major Projects must be provided to the Covenants Department prior to the commencement of the Design Review Process. Design review fees will apply for the Review Process, changes and/or re-reviews and will be the responsibility of the Owner. All fees must be paid prior to any approvals being granted or work started.

- 7. **Review Procedures:** Review of all Major Projects will be conducted by the DRC upon receipt of a completed formal Review Application with all required documents, plans and fees by the Covenants Department. In the event of any circumstances requiring a delay in the formal review, the DRC will promptly notify the Owner.

Step 1. Pre-Application Meeting (REQUIRED) - The Owner, together with the Owner's contractor, architect, or consultant, shall contact the Covenants Department to schedule a consultation to discuss the proposed project and these Design Guidelines, prior to formal submittal for design review. The purpose of this meeting is to:

- a. Ensure that you understand the process involved in doing a major renovation or re-build.
- b. Understand the information that is required to obtain approval for your project.
- c. Learn about the role of the Covenants Department, the DRC and your homeowner's association, and their Regulating Documents and guidelines that govern your project.
- d. Obtain guidance and advice to assist in developing the project

Step 2. Preliminary Concept Plans Review (REQUIRED)

This step is for the Preliminary Concept approval of the proposed project. This meeting should be arranged early in your planning phase, as soon as you have conceptual drawings. The intent is to ensure that you receive the necessary advice and guidance to ensure that the balance of the review process proceeds well.

Two sets of the "preliminary concept" plan described in Section 3.03(c) of the Declaration must be submitted along with the Design Review Application and all required design review fees. All fees must be paid prior to any Project Approval being granted or any work started. Design review fees will apply for the review process, changes and/or re-reviews, and will be the responsibility of the Owner. Each application shall include, at a minimum, the following:

- a. Colored architectural renderings of the front and rear of the proposed project;
- b. Schematic site plans with setbacks and easements identified, building floor plans, and the exterior elevations of the front, rear and sides of the building (rear elevations must clearly show any waterfront areas).
- c. Views of the existing property with the outline of the proposed project superimposed on the existing site; showing the neighboring properties on either side to scale, including elevations, heights, setbacks, etc.
- d. An aerial view with the existing property and the properties on either side.
- e. Preliminary Floor Area Ratio (FAR);
- f. Preliminary Pervious/Impervious calculations;
- g. Preliminary hardscape plans, and an understanding that a full landscape plan will be required in Step 3.
- h. An understanding that a parking plan addressing where construction vehicles will park during construction will be required in Step 3.
- i. An understanding that a site grading plan and civil storm water management / drainage plan will be required based on the pervious/impervious ratio. The plan will be different based on the pervious/impervious calculation specific to that property.
- j. Colors, roofing and landscape plans will be required in step 3 based on the approved palettes for Pelican Bay.
- k. Evidence of neighborhood association conceptual approval.

1. An estimated project timeline.

The DRC shall review the preliminary concept plans with the Covenants Department, and all materials submitted with the application to identify if the application is complete, or if any components of the request for Preliminary Concept approval require additional information or a site visit. Any forms considered incomplete, or where additional information is required, will be identified, and the Owner submitting the request will be notified so all appropriate information can be submitted for consideration during the next step, Design Proposals, outlined as Step 3 below.

Complete applications must be submitted to the DRC by the 15th of the calendar month in order to be considered at the next regularly scheduled meeting of the DRC. In the event the completed application is submitted to the DRC on or after the 15th of the calendar month, the DRC will not review the application until the next calendar month.

At the next regularly scheduled meeting of the DRC, the DRC will:

- a. Advise that the conceptual plan, based on the information submitted, is an acceptable plan at the conceptual stage and the owner can proceed with developing their plan.
- b. Advise of any obvious issues with applicable General or Neighborhood Regulating Documents and any remedies that must be made to the plan in order to bring it into compliance.
- c. Advise if the conceptual is not compliant, and therefore being rejected.

Step 3. Design Proposals Review (REQUIRED)

The next sequential approval of the proposed project is for Design Proposals.

Two sets of the “design proposals” described in Section 3.03(c) of the Declaration must be submitted. The Design Proposal materials shall include, at a minimum, the following:

- a. More detailed building and site design documents sufficient and definitive in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed.
- b. Two sets of plans prepared by a licensed design professional of record (including their signature and seal). Owners should include all applicable full working drawings and plans, including without limitation: (i) construction plans and specifications; (ii) all items listed on the Design Review Application; and (iii) all other plans, drawings, elevations, wall sections, and exterior finishes sufficient and definitive in detail to determine that the project complies with these Guidelines.
- c. If the Major Project consists of new construction, a rebuild, or alterations that change the building footprint in any way, the plans and documents described above must also include: (i) front elevations showing the existing Dwelling Unit and the neighboring Dwelling Units on each side, as the Dwelling Unit exists prior to alteration; (ii) a front elevation of the proposed project showing the neighboring Dwelling Units on each side in scale; (iii) an aerial view of the proposed project showing neighboring

- Dwelling Units on each side, including the Owner's existing exterior walls superimposed on the plan for the proposed project; and (iv) an aerial view showing the proposed project and the neighboring Dwelling Units on each side.
- d. Any revised site plans from Step 2, with setbacks identified, building floor plans, and the exterior elevations of the front, rear and sides of the building; The Floor Area Ratio (FAR) is required.
 - e. Complete colored renderings of the hardscape plans.
 - f. Complete colored renderings of the landscape plans.
 - g. A parking plan addressing where construction vehicles will park during construction.
 - h. Civil Stormwater Plan (Type 1 or II depending on the impervious calculations) prepared by a licensed Civil Engineer which includes a site grading plan and drainage plan based on the pervious/impervious ratio. (See Section D-6 and D-7 Stormwater Management for details).
 - i. Current Topographic Boundary Survey of the property, prepared by a licensed survey that reflects property lines, setback lines, easement locations, rights-of-way, flood zone, existing contour lines indicating the shape and elevation of the land over the entire parcel, showing high points, low points, grade changes, and at sufficient intervals to represent the general character of the terrain.
 - j. A statement of exterior building materials and colors to be used, including exterior walls, doors, windows (including types of glass), shutters, fencing, pavers, stone, wood, trim and roof based on the approved palettes for Pelican Bay. Exterior color samples must be included.
 - k. Neighborhood HOA approval of the current Design materials.
 - l. An updated project timeline.

The DRC shall review the Design Proposals with the Covenants Department and all plans submitted to identify if they are complete, or if any components of the request for Design Proposal approval require additional information. Any plans considered incomplete, or where additional information is required, will be identified, and the Owner submitting the plans will be notified so all appropriate information can be submitted for consideration prior to this meeting.

The DRC Design Proposal decision will be one of the following:

- a. "Approved". The entire application as submitted approved.
- b. "Approved With Conditions." The application is not approved as submitted, but the DRC's suggestions for curing objectionable features or segments are noted. The Owner must correct the objectionable features or segments. The Owner may be required to resubmit in order to receive Project Approval prior to commencing any work.
- c. "Disapproved." The application as submitted is rejected. The DRC may provide comments but is not required to do so.

Step 4. Final Construction Plans and Specifications Review (REQUIRED)

The Final Construction Plans and Specifications review shall be a true extension of the plans and proposals presented and approved in Step 2 and Step 3. This step will include two sets of: the demolition plans; reconstruction plans; final civil engineering and landscaping plans; project timeline (including anticipated commencement and completion dates); all logistical accommodations including parking plans; fencing; storage of materials and dumpster; contact names, addresses, numbers, and Collier County license numbers for the architect, engineers, general contractor, and sub-contractors. Any forms, plans, or documents considered incomplete, or where additional information is required, in the sole discretion of the Director of Covenants, will be identified, and the Owner will be notified so all appropriate information can be submitted for consideration. The Owner will be notified of any resubmission or supplemental submission if additional materials are required. The Director of Covenants may defer, in its discretion, review of applications which are not consistent with the DRC's Preliminary Concept and Design Proposal approvals, or which require further information.

The Director of Covenants will make the final determination that the Construction Plans and Specifications are consistent with the DRC's Preliminary Concept and Design Proposal approvals. The final determination will be one of the following:

- a. "Approved". The entire application as submitted approved.
- b. "Approved With Conditions." The application is not approved as submitted, but the suggestions for curing objectionable features or segments are noted. The Owner must correct the objectionable features or segments. The Owner may be required to resubmit in order to receive Project Approval prior to commencing any work.
- c. "Disapproved." The application as submitted is rejected based on inconsistencies with the DRC's Preliminary Concept and Design Proposal approvals.

The Director of Covenants will mark on the Design Review Application as appropriate and will thereafter provide a copy to the requesting Owner.

8. Time to Complete. If an application is approved, construction must begin within six months of the later to occur of: (i) final Project Approval, or (ii) obtaining a building permit. If the approved alterations to the site are not physically commenced within six months, the Project Approval will expire, and the Owner must reinitiate the Project Approval process as per the direction and requirement of the DRC. Any proposed variations from a project as approved hereunder must be submitted in writing to the Covenants Department and approved hereunder prior to implementation. If the Project Approval or any other agreement does not specify a maximum period, construction must be completed within eighteen months of its commencement. If not completed within eighteen months of commencement, or within any extended period granted by the DRC, the Owner and the Plot will be deemed in violation of the Governing Documents and these Guidelines. Consistent with Section 8.04 of the Declaration entitled "Completion of Construction–Remedy," once commenced, the project must be prosecuted diligently and completed as indicated in the approved project timeline.

9. Appeal Process. If any Owner is denied Project Approval for any of the project types listed above

or disagrees with the imposed Construction Guidelines, and if the disagreement cannot be resolved by discussion and negotiation, the Owner has the right to appeal the decision to the Oversight Panel. To appeal, the Owner must submit a request for consideration in writing to the Board within thirty (30) days of notification of denial. Any additional design review fees or architectural fees associated with the appeal process will be the responsibility of the Owner. The consideration by the Oversight Panel will be final and may not be unreasonably delayed.

10. Construction Guidelines.

It is the responsibility of the Owner to review the Guidelines with their Construction Team to determine those that are applicable to the project. Check with your neighborhood association governing documents for any other construction guidelines that may be specific to your neighborhood association. The Oversight Panel shall adjudicate unresolved disagreements between the Owners and the Covenants Department or DRC about the applicability of the Guidelines.

- 11. Variances.** Variances may be granted by the DRC in some circumstances including, but not limited to, odd shaped plots, topography, natural obstructions, hardship, or environmental considerations. All variance requests must be in writing. The DRC has the authority to grant variances to the Design Guidelines, and only if the variance does not result in a material violation of the Declaration, Neighborhood Regulating Documents, or governmental regulations. No variance will be effective unless approved by the DRC and issued in writing.

12. Enforcement.

A representative of the DRC or the Covenants Department will conduct periodic field reviews to ensure compliance with approved plans, Design Guidelines including the construction guidelines, and the Governing Documents. Any noncompliance will be considered a violation of the Governing Documents or restrictions affecting the Plot, and the Board or the DRC may exercise all remedies under Florida law and the Governing Documents for violations. Without limiting the generality of the foregoing sentence, the DRC or the Board may immediately require that all Work on the property cease and desist until the violation is cured, may remove or remedy the violation, and/or seek injunctive relief requiring the removal or remedying of the violation. In addition, the DRC or the Board may record a notice of violation in the Public Records of Collier County. The DRC will be entitled to recover all costs incurred in enforcing compliance.

- 13. Post-Construction Requirements.** Once construction of the project has been completed, the Owner and/or the Construction Team should schedule a walk-through of the completed project with a DRC representative. In addition, the Owner and/or Construction Team must submit the following documents to the Covenants Department to close the file:

- Digital copy of the Final recorded drawings;
- Digital copy of the As-Built survey;
- Stormwater Certification Letter signed and sealed by the Engineer of Record; and
- Copy of Certificate of Occupancy.

3.G. PETS

1. Eligibility: Members, Tenants or Guests may be accompanied by a pet in certain Foundation Common Areas subject to the following rules.

2. General Rules

- 2.1 It is the Member's/Tenant's/Guest's responsibility to ensure that the pet is properly trained and behaves appropriately in public.
- 2.2 Pets must have all current vaccinations.
- 2.3 Pets may never be left alone and must be under the care and control of the Member/Tenant/Guest at all times while on Foundation property.
- 2.4 Pets must be harnessed, leashed, caged or tethered at all times while on Foundation property. Leashes shall not exceed six (6) feet. Retractable leashes are not permitted on the berm. Pets cannot block or impede the berm, walkways or aisles.
- 2.5 If a pet urinates or defecates in an inappropriate location, the Member/Tenant/Guest is responsible for clean-up and removal, including any cost to restore the area.
- 2.6 Any pet that displays aggressive behavior, causes a disturbance or becomes a nuisance shall result in the Member/Tenant/Guest removing the pet from Foundation property.
- 2.7 Pets may walk on the berm and in permitted Foundation Common Areas but must be under the control of the Member/Tenant/Guest, who must ensure safe, unimpeded passage of trams and others.
- 2.8 Repeated violation of these provisions may result in the Board revoking the animal's access to Foundation Common Areas and Amenities.

3. Pet Restrictions: Pets are not permitted in the following areas:

- 3.1 Any inside or outside dining areas, bar or kitchen areas.
- 3.2 Any indoor or outside areas where food is served.
- 3.3 Community Center meeting rooms, activity rooms, fitness center and wellness studio.
- 3.4 Any Pelican Bay Foundation or Collier County Beach.
- 3.5 Trams or any boardwalk.

4. Certified Service Animals or Emotional Support Animals

4.1 Certified Service Animals or Emotional Support Animals are subject to the same rules and restrictions as pets unless approved for a reasonable accommodation through an application process with the Pelican Bay Foundation.

4.2 Such approval can provide Expanded Access to certain Foundation Common Areas and Amenities for persons with a Foundation Issued Card and their accompanying Certified Service Animal or Emotional Support Animal. See Section 3.H. Certified Service Animals and/or Emotional Support Animals.

Foundation Board of Directors Approval: 17 May 2019

3.H. DISABILITY ACCESS POLICY

1. Priority Tram Boarding

Any Member with a permanent disability covered under the American Disabilities Act and possesses a Pelican Bay Foundation orange member will have access to priority boarding.

- 1.1 Members can receive a Priority Tram Boarding Application from the Member Services Department located in the Commons Building.
- 1.2 Member will provide written medical documentation to the Sr. Manager of Field Operations for review/approval of Priority Boarding application.
- 1.3 Upon approval, the Member will receive an orange striped member card designating that individual for priority boarding plus 1 caregiver belonging to their boarding party.
- 1.4 The Member will present the orange card to the Tram Station Attendant prior to boarding, at which time priority boarding will be accommodated. In the case there is no available Tram Station Attendant, the orange card will be presented directly to the Tram Driver.
- 1.5 Designated Handicap Seating areas are available at all Tram Station Locations.

2. Disability Access Tram for Members/Guests with a Disability Covered Under ADA

- 2.1 Should you need to request a reservation for a wheelchair accessible tram, please call the Member and Guest Services office at (239) 597-8081, option 1. If Member and Guest Services are closed, please contact Field Operations Team Lead at (239) 877-7573.
- 2.2 The Pelican Bay Foundation Security/Team Lead phone number is located at each Tram Station, Restaurant/Beach area, and the Community Center.

3. Disability Beach Access

- 3.1 Three beach access sand chairs and beach style walkers are located at both South and North beaches for your convenience as a courtesy and are provided on a first come first serve basis.

4. Restaurant/Community Center Wheelchair Access

- 4.1 There is an available wheelchair located at each hostess stand of Sandbar Restaurant and Marker 36 Restaurant. Requests for use can be done directly with the restaurant hostess.
- 4.2 There is an available wheelchair located at the reception desk of the Community Center. Requests for use can be done directly with the receptionist at the Community Center.

3.I. SERVICE ANIMAL POLICY

The Pelican Bay Foundation, Inc. (the “Foundation”) is committed to granting reasonable accommodations to the Foundation restrictions, when appropriate, to afford individuals with disabilities the opportunity to use and enjoy the Foundation Common Areas and Amenities. Reasonable accommodations may include waiving or varying the Foundation rules or policies to allow a member or guest with a disability to keep a service animal. A “Service Animal” is an animal that is trained to perform work or certain tasks specially related to a disability for the benefit of an individual with a disability (a “Service Animal”). Animals whose sole function is to provide comfort or emotional support, customarily referred to as “Emotional Support Animals”, do not qualify as Service Animals and are not granted an accommodation under the Foundation’s rules or policies for the use of the Foundation’s Common Areas and Amenities.

Service animals perform many types of services for those with disabilities, including, but not limited to:

A guide animal serves as a travel tool by a person who is legally blind.

A service animal helps a person who has a mobility or health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, etc. Service animals sometimes are called assistance animals.

A seizure response animal assists a person with a seizure disorder. The animal's service depends on the person's needs. The animal may go for help or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.

Service Animals are not considered pets under the Foundation’s policies; they are akin to necessary medical devices, such as a walker or wheelchair. Service Animals will be governed by this policy and not by the Foundation’s pet policy.

The Foundation requires all members to recognize and respect the federally protected rights of individuals with Service Animals and for all individuals with Service Animals to recognize and respect the rights of other members and their expressed health and safety concerns regarding the Service Animal. All members are therefore expected to cooperate with each other to resolve any issues that may arise regarding such rights.

1. APPLICATION.

- 1.1 Individuals holding a Foundation issued membership card and/or their guest(s) may apply to the Foundation for reasonable accommodation to be accompanied by a Service Animal in the Foundation Common Areas and Amenities.
- 1.2 The Foundation’s approval of a Service Animal extends to a specific animal only and is not transferable to another animal. If circumstances change, a new application should be submitted to the Foundation.
- 1.3 The individual may submit a request online or in-person to the Foundation requesting reasonable accommodation for the individual’s disability. The individual is not required to disclose the nature of his/her disability.

- 1.4 The individual must provide written verification that s/he has a disability, and that accommodation is necessary to give the individual an equal opportunity to use and enjoy the Foundation Common Areas and Amenities. The individual should obtain a signed letter on professional letterhead from his/her healthcare provider to the Foundation answering the following questions:

1.4.1 Is the person disabled as defined by the fair housing laws?

1.4.2 In the health care provider's professional opinion, does the person need the requested accommodation (use of a service animal) to have the same opportunity as a non-disabled person to use and enjoy the Foundation Common Areas and Amenities?

Note: If it is readily apparent that a Service Animal is trained to perform work or tasks associated with a disability, then a reasonable accommodation will be granted as requested without the need for a signed letter on professional letterhead from his/her healthcare provider.

- 1.5 The Foundation will not request information that discloses the diagnosis or severity of an individual's disability or any medical records relating to the disability, however, the individual requesting the accommodation may voluntarily provide such information if so desired. The Foundation will keep the information particular to the request confidential, as is required by Florida law.

2. GENERAL RULES.

- 2.1 The individual must make the request for reasonable accommodation and register the Service Animal with the Foundation.
- 2.2 All Service Animals must be licensed in compliance with local laws. Service Animals must also be vaccinated against rabies and other diseases typically found in that animal and must wear a tag displaying its vaccinated status.
- 2.3 Service Animals must be harnessed, leashed or tethered, unless these devices interfere with the Service Animal's work or the individual's disability prevents them from using these devices, in which case the individual must maintain control of the animal through voice, signal or other effective controls.
- 2.4 The Service Animal's handler must always be in complete control of the Service Animal. The care and supervision of a Service Animal is solely the responsibility of its handler.
- 2.5 In the event the Service Animal urinates or defecates inappropriately on the premises, the Service Animal's handler shall be responsible for clean-up and removal, including any costs to restore the area.
- 2.6 Members/Tenants/Guests who desire to use the boardwalks or go to the restaurants with their Certified Service Animal must ride in a tram with their animal.
- 2.7 Members/Tenants/Guests must present both their Foundation Issued Card and their Certified Service Animal ID to Security or a Tram Driver for access onto a tram.
- 2.8 All Certified Service animals must be held firmly in the Member's/Tenant's/Guest's lap, or if too large, must sit on the floor of the tram. All of the animal's feet must be on the floor, and the animal must fit within the confines of the tram. No animals are permitted to sit on a seat while in a tram.

- 2.9 If another Member/Tenant/Guest has an issue with the animal getting on a tram, the Member/Tenant/Guest and their accompanying Certified Service Animal will be asked to take the next tram. If an Assistance Animal is already on a tram, an objecting Member/Tenant/Guest will be asked to take the next tram

3. AREAS OFF LIMITS TO SERVICE ANIMALS.

While Service Animals are generally allowed to go anywhere on the Foundation's Common Areas and Amenities, that the handler is allowed to go, there are certain areas identified below that are off limits to Service Animals:

- 3.1 Food Preparation Areas. Food preparation areas are off limits to service animals per health codes.
- 3.2 Restaurant chairs (the Service Animal may be in the restaurant, but they cannot sit on a chair, and they cannot eat food off the table). Service Animals are to remain on the floor, except when performing an assistance-related task, and shall not be permitted on chairs, tables, or other furnishings. Aisles and walkways shall not be blocked in any manner and shall be kept free and clear. Individuals must bring water and containers to provide hydration for their Service Animal.
- 3.3 Beach. The Service Animal can be on the beach, but the Service Animal is not permitted to swim. If however, the handler is in distress, the Service Animal is protected if it jumps in the ocean to save the handler.

4. REMOVAL OF A SERVICE ANIMAL.

If a service animal is unruly or disruptive (aggressively jumping on people, nipping, or other harmful behavior), the Foundation may ask the handler to remove the animal from the immediate area. If the animal's improper behavior happens repeatedly, the Foundation may tell the handler not to bring the animal into any Common Areas or Amenities until significant steps have been taken to mitigate the behavior. Mitigation can include refresher training for both the animal and the handler.

SAMPLE LETTERS

REASONABLE ACCOMODATION LETTER FROM DISABLED INDIVIDUAL – SAMPLE

This is a sample letter for individuals to use when requesting a service animal as a reasonable accommodation. This form is not required; however, an individual should request accommodation in writing.

Name: _____ Phone: _____
Address: _____

I have a disability as defined by the fair housing laws. I use a service animal to assist me with the functional limitations related to my disability. My service animal also enhances my ability to live independently and to use and enjoy the Foundation Common Areas and Amenities.

Type of service animal (dog, cat, etc.): _____

As accommodation for my disability/disabilities, I request that you waive your "no-pet" policy. I have attached a letter from my healthcare provider verifying that I have a disability and that I have a need for a service animal.

Signed: _____ Date: _____

REASONABLE ACCOMMODATION LETTER FROM LICENSED HEALTHCARE PROVIDER (ON LETTERHEAD) – SAMPLE

Dear Pelican Bay Foundation, Inc.:

(Name of disabled individual) is my patient and has been under my care since (date). I am familiar with his/her history and disability-related functional limitations. S/he meets the definition of disability under the fair housing laws. To enhance his/her ability to live independently and to use and enjoy the Foundation Common Areas and Amenities, I am prescribing a service animal that will assist (name of disabled individual) with the functional limitations relating to his/her disability. I am available to answer any questions you may have concerned my recommendation that (name of disabled individual) have a service animal.

Sincerely, Name of Professional Title

RESPONSE TO REQUEST FOR REASONABLE ACCOMMODATION – SAMPLE [FOR INTERNAL USE ONLY]

Dear (disabled individual):

We have received your request for reasonable accommodation, specifically, your use of a service animal in the Common Areas and Amenities of the Pelican Bay Foundation, Inc. We also received the letter from your healthcare provider confirming your disability status and need for the animal. We agree to your request to have your service animal accompany you while making use of the Foundation Common Areas and Amenities.

Signed: _____ Date: _____

Adopted by Board of Directors 08/19/24

4.A. MEMBER CODE OF CONDUCT

1. **Code of Conduct:** Members and guests are required to adhere to certain basic standards of conduct and behavior and to comport themselves in such a manner so as not to infringe upon the enjoyment of other Members and Guests using the Foundation Common Areas.
2. **Conduct**
 - 2.1. Unacceptable conduct includes loud or threatening language, obscenities, verbal or physical threats, obvious intoxication, physical abuse (e.g., pushing or shoving, physical attack), damaging of Foundation property and interfering with enforcement of Protective Covenants.
 - 2.2. Must conform to standards set forth in the Rules and Regulations dealing with Section 3.D., Smoking, and Section 4, Amenities.
3. **Violation of Code of Conduct:** Shall be dealt with as prescribed in the Rules and Regulations for Fining and Suspension of Members for Violations of the Governing Documents and, where applicable, as prescribed by the Protective Covenants, Article 4, Section 4.01.
4. **Business relationships:** Members may not use Foundation property to teach, perform, instruct, or in any way have a position where they interact with other Members for commercial or professional purposes, except as authorized in 3.A., 3.8.
5. **Reporting Violations:** Members have the right to complete an Incident Form and submit this to the Foundation if they experience a violation of this rule.
6. **Foundation Procedure:**
 - 6.1. Upon the receipt of an Incident Form, the Foundation shall conduct an Investigation of the incident.
 - 6.2. Notice of filing of the Incident Form shall be communicated within seventy-two (72) hours to the Member, Tenant, Guest and/or employee involved in the alleged incident.
 - 6.3. Once Foundation management has completed its investigation, the President shall take appropriate action.
 - 6.4. The Foundation shall report the results of the investigation and the decision of the President to those involved (Member, Tenant, Guest and/or employee) in the incident.

6.5. Penalties for violations of this policy shall be determined by the President based upon the circumstances of each particular incident and may include verbal warnings, written warnings, fines or suspension of privileges for use of Foundation amenities.

6.6. In the event the President determines that a fine or suspension of privileges is warranted, the individual fined or suspended will be advised of their due process of appeal and the President will so advise the Board of Directors. The procedures set forth in the Governing Documents shall be followed. (Reference Rules and Regulations 4.C.)

Amended and Approved: 22 June 2018

4.B. HARASSMENT

1. **Treatment of Employees:** Members shall not be directly or indirectly involved in the supervision of Foundation Employees. Therefore, no Member, Tenant or Guest shall do any of the following in connection with a Foundation Employee:

- 1.1. Reprimand an employee.
 - 1.2. Use abusive or critical language when addressing an employee.
 - 1.3. Attempt to undermine the authority of employees.
 - 1.4. Seek personal information about an employee.
 - 1.5. Attempt to countermand an instruction or directive issued by the President or his management staff.
 - 1.6. Verbally or physically harass an employee in any manner
2. Reporting Violations: Employees have the right to complete an Incident Form and submit this to the Foundation if they experience a violation of this rule.
3. Foundation Procedure
- 3.1. Upon the receipt of an Incident Form, the Foundation shall conduct an investigation of the incident.
 - 3.2. Notice of filing of the Incident Form shall be communicated within seventy-two (72) hours to the Member, Tenant or Guest involved in the alleged incident.
 - 3.3. Once Foundation management has completed its investigation, the President shall take appropriate action.
 - 3.4. The Foundation shall report the results of the investigation and the decision of the President to the Member, Tenant or Guest and the employee who submitted the Incident Form.
 - 3.5. Penalties for violations of this policy shall be determined by the President based upon the circumstances of each particular incident and may include verbal warnings, written warnings, fines or suspension of privileges for use of Foundation amenities.
 - 3.6. In the event the President determines that a fine or suspension of privileges is warranted, the individual fined or suspended will be advised of their due process of appeal and the President will so advise the Board of Directors. The procedures set forth in the Governing Documents shall be followed. (Reference Rules and Regulations 4.C.)

4. Member Retaliation: There shall be no retaliation of any kind against any employee who reports or witnesses a violation of this policy, submits or signs an Incident Form, or participates in an investigation of a reported incident.
5. Treatment of Members: If a Member has a concern about how an employee treats them, he/she should contact the employee's Supervisor, the President of the Foundation, or the Chair of the Board.

Amended and Approved: March 22, 2024

4.C. FINING AND SUSPENSION OF MEMBERS FOR VIOLATIONS OF THE GOVERNING DOCUMENTS

- 1. Violations of Governing Documents:** The following rules apply to violations of the Governing Documents.
 - 1.1. Verbal notice of a violation to Members shall only occur when the Staff determines that the violation requires immediate corrective action. The Employee giving the verbal notice shall describe the corrective action necessary and the time frame for correcting the violation. The time frame may differ based on the nature of the violation. For example, a violation of a rule that endangers the safety of any person (such as a violation of the Sailing Rules), may require immediate correction, a person violating a rule where the violation does not endanger the safety of any person may be given a certain number of days to comply.
 - 1.2. All other notification of violations shall be in writing and shall describe the corrective action necessary and the time frame for correcting the violation. The time frame may differ based on the nature of the violation.
 - 1.3. A Member may be fined for violations of the Governing Documents by such Member, the Member's Tenant, the Member's Guests, or any person hired by the Member to perform services for the Member in the Community. The fine shall be the maximum allowable by Florida State Law.
- 2. Suspension of Member's Rights:** The Foundation may suspend all rights of a Member, and the Member's Tenants and Guests, to use Common Areas, including Amenities, if the Member or the Member's Tenant, Guests, or any person hired by the Member to perform services for the Member in the Community, violates any provision of the Governing Documents.
- 3. Hearings:** Before a fine may be levied pursuant to subsection 1.3 above, or before a suspension occurs pursuant to subsection 2 above, the Foundation will send a written notice to the Member on whom the fine or suspension will be imposed, notifying the Member that they have fourteen (14) days to request a hearing in writing. If the Member sends a written request for a hearing to the Foundation within fourteen (14) days, the Board shall appoint the Member Policies and Relations Committee to conduct a hearing. Members of the Committee may not be related to an Officer or Director. The violating Member shall be given notice of the hearing and may attend and present the Member's position. If the Committee, by majority vote, does not approve the proposed fine or suspension, it may not be imposed.
- 4. Legal Action:** Regardless of the type of violation, after the above actions have been exhausted, the Board of Directors may institute legal action against the violating Member.

4.D. SMOKING

- 1. Foundation Property:** Smoking of any kind, including vapor cigarettes, is prohibited on Foundation property.

5.A. COMMUNITY CENTER

- 1. Eligibility:** The Community Center may only be used by persons holding a Foundation Issued Card or Accompanied Guests. Persons holding a Guest Card may not bring guests.
- 2. General Rules**
 - 2.1. Smoking is not permitted.
 - 2.2. Cell phones are to be silenced when in the building and phone conversations taken outside.
 - 2.3. Political campaigning is permitted only in the parking lot and outside the main entrance.
 - 2.4. There is a charge for photocopies, computer paper, and fax transmissions.
 - 2.5. Solicitation and business transactions are prohibited.
 - 2.6. Public advertising of events to the general public is prohibited.
 - 2.7. Advertising, promotions, or any other form of communication related to functions or activities that will take place at the Community Center cannot include any references, images, or tag lines that may be reasonably construed as promoting, or otherwise soliciting for business or personal benefit.
- 3. Meeting Rooms**
 - 3.1. Availability
 - 3.1.1. Member Organizations and Neighborhood Associations may use meeting rooms/event space at no charge.
 - 3.1.1.1. Neighborhood Associations having a community room are expected to hold meetings at their respective locations unless attendance is expected to exceed capacity.
 - 3.1.2. Commercial Members and Eligible Users hosting private events are required to pay a fee.
 - 3.1.3. Use of meeting/event space requires a Room Usage Agreement approved by the Activities and Events Manager.
 - 3.2. Attendance
 - 3.2.1. Member Organizations and Neighborhood Associations meetings are available to persons holding Foundation issued cards and accompanied guests. Guest may not bring guests.
 - 3.2.2. Guests shall not exceed 10% of total attendance at regularly recurring activities at meetings of Member Organizations.

- 3.3. Scheduling
 - 3.3.1. Regularly scheduled meetings of Member Organizations are carried over each year.
 - 3.3.2. Member Organizations and Neighborhood Associations may reserve space for the upcoming season beginning May 1.
 - 3.3.3. Commercial Members and Eligible Users hosting private events may reserve space for the upcoming season beginning June 1.

4. Art Studio

- 4.1. Instructors
 - 4.1.1. Only authorized instructors under contract with the Foundation are allowed to provide instruction, with the exception of the Pelican Bay Women's League (PBWL).
- 4.2. General Rules
 - 4.2.1. Artists must use their own art supplies.
 - 4.2.2. Supplies may not be stored in the Studio and must be taken home at the end of each session.
 - 4.2.3. Only non-odorous thinners are allowed. Turpenoid is required as a thinner for oils.
 - 4.2.4. Cleaners may not be poured down the sink drains. Only water-soluble materials may be cleaned in the sink.
 - 4.2.5. Each artist is required to clean his/her workspace before leaving.
 - 4.2.6. Open flames, or materials that produce dust/residue, are not permitted.

Amended and Approved: 17 February 2023

5.B. COMMON AREAS

1. **Eligibility:** The berm, boardwalks, decks, and parks may only be used by persons holding a Foundation Issued Card or Accompanied Guests. Persons holding a Guest Card may not bring guests.
2. **General Rules – Berms, boardwalks and decks**
 - 2.1. Pedestrians, bicycles, baby strollers, roller bladers, roller skaters, wheelchairs, electric wheelchairs, handicap mobility scooters, tricycles and trams may use berms. These represent the only means for accessing the berm.
 - 2.2. Pedestrians, baby strollers, wheelchairs and trams may use the boardwalks and decks.
 - 2.3. All electro-mechanical powered vehicles other than electric wheelchairs and handicap mobility scooters, or Foundation operated trams and golf carts, are prohibited from the berms, boardwalks and decks. Such prohibited items include, but are not limited to, personal golf carts; motorized bikes; electric bikes (e-bikes); Segways; and powered two-wheel scooters, hoverboards and electric roller blades. All these items are prohibited even when the power assist function is deactivated.
 - 2.4. Traffic shall keep to the right.
 - 2.5. Pets are allowed on berms but must be on a leash and under the control of an eligible user at all times. No one may have a pet on a leash while riding a bicycle, roller skating or roller blading. Pets are not allowed on the boardwalks or decks at the beach. Eligible Users are responsible for their pets' waste removal.
 - 2.6. Persons using berms, boardwalks and decks will do so at all times in a manner that does not endanger the safety of others. Accordingly, the speed and manner of operation of bicycles, roller skates and roller blades shall be adjusted to traffic conditions, congestion, ingress and egress points and weather conditions. The boardwalks, decks and berm shall not be blocked at any time. Bicycles are required to be equipped with a bell that is to be used when passing. This includes every individual bicycle traveling in groups.
 - 2.7. Persons using the berms, boardwalks and decks will present a Foundation Issued Card to Foundation staff upon request and shall carry the card at all times while on Foundation property. Members with a card may have up to six (6) guests in accompaniment without a Guest Card.
 - 2.8. Wildlife are not to be fed, nor shall any person participate in a Trap-Neuter-Return (TNR) program for feral cats on any Foundation property.

2.9. None of the above rules or regulations is intended to limit the access to, or use by Foundation personnel, official governmental agencies, PBSO personnel, or other persons or vehicles authorized by the Foundation.

2.10. A Foundation Issued Card must be presented in order to check out a kayak or a canoe on the north boardwalk.

3. General Rules - The Commons, Ridgewood and Oakmont Parks

3.1. The hours for Ridgewood and Oakmont parks are from dawn to dusk.

3.2. Alcoholic beverages are prohibited unless in an area authorized by the Foundation.

3.3. Noise shall not disturb adjacent residences or others in the park.

3.4. Children under thirteen (13) years old are to be accompanied by an adult at all times.

3.5. Trash shall be placed in trashcans.

3.6. Eligible Users are responsible for their pets' waste removal.

3.7. Wildlife are not to be fed. Nor shall any person participate in a Trap-Neuter-Return (TNR) program.

3.8. Swimming is prohibited.

3.9. Events and organized sports are not permitted in Oakmont or Ridgewood parks.

3.10. Bicycles are prohibited.

4. General Rules - Parking Lots: Foundation parking lots are intended for the vehicles of Eligible Users under the following rules and regulations.

4.1. Overnight parking is prohibited.

4.2. Parking of boats, trailers and motor homes is prohibited.

5. Unmanned Aerial Vehicles (Drones)

5.1. The Foundation prohibits the use of drones on Foundation property except for individuals performing a job-specific task that has been approved in advance, in writing, by the Foundation.

5.2. This exception approval may be granted, or withheld, at the President's discretion, but would include activities related to certain law enforcement agency activity, environmental monitoring, inspection, or mapping, certain engineering or surveying evaluation or documentation, or inspection of project or construction sites.

5.3. Real estate-purpose use of drones shall only be considered when the prior approval of the owner on any and all property, either being flown over, or by, is obtained in writing.

Amended and Approved: December 18, 2023

5.C. BEACH

1. Eligibility: The beach may only be used by persons holding a Foundation Issued Card and Accompanied Guests. Persons holding a Guest Card may not bring guests.

2. Beach Equipment

2.1. Beach equipment will be issued on a first-come, first-serve basis upon presentation of a Foundation Issued Card.

2.2. Standard issue is one chair or lounge and one umbrella or cabana for one person. For two persons, standard issue is two chairs or lounges and one umbrella or cabana based on availability. Persons holding a Foundation Issues Card will be given standard issued quantities for up to six (6) guests providing majority of guests are present at the time of the request. Chairs may be placed in the water up to, but not above, seat level.

2.3. Beach equipment is provided during the Beach facility's hours of operation. All equipment must be returned before closing time or by sunset, whichever is earlier. In compliance with the Sea Turtle Protection Act, all equipment is to be removed by sunset from May 1 through October 31. During this period, beach service commences each day after sea turtle monitoring has been completed.

2.4. Beach equipment not in use for more than two hours may be picked up by beach attendants and re-distributed. Any personal equipment left on the chairs will be picked up by the attendant and taken to lost and found.

2.5. Persons bringing their own chairs or other beach equipment are required to remove the equipment after use.

2.6. Restaurant furniture may not be taken to the beach.

3. General Rules

3.1. A Foundation Issued Card must be presented in order to check out a sailboat or kayak. Sailboat operation is not transferable to any other person unless the passenger is on the sailing list as an authorized sailor with a Foundation Issued Card.

3.2. All persons swim at their own risk; beach attendants are not lifeguards.

3.3. Living sea life may not be collected.

3.4. Fishing, games, ball playing, Frisbee, etc. are not permitted in populated areas.

3.5. Glass is prohibited on the beach.

- 3.6. Audio equipment may not be played on the beach without using earphones.
- 3.7. Cooking and fires on the beach are prohibited.
- 3.8. When weather conditions may create a hazard, beach equipment will be taken up for safety and storage.
- 3.9. Pets are prohibited on the beach.
- 4.0. Disturbing migratory birds is prohibited.

Amended and Approved: 22 March 2019

5.D. RESTAURANTS AND BARS

- 1. Eligibility:** Restaurants, bars, and deck areas may only be used by persons holding a Foundation Issued Card or Accompanied Guests. Persons holding a Guest Card may not bring guests.
- 2. General Rules**
 - 2.1. Foundation Issued Cards must be presented in order to receive food and/or beverage service unless accompanied by an Eligible User who presents a Foundation Issued Card.
 - 2.2. Cover-ups and shoes are required while eating, drinking, sitting at or in any designated dining/bar service areas.
 - 2.3. Reservations will be held for 20 minutes. Two (2) no-shows may result in the loss of the ability to make reservations.
 - 2.4. Persons under twenty-one (21) years will not be served alcoholic beverages and may not sit at the bar.
 - 2.5. Persons may not bring alcoholic beverages into the bar and restaurant areas when in operation. Persons bringing their own food and alcoholic beverages may consume them only at designated areas on the Marker 36 or Sandbar multi-purpose deck when not in use by the Foundation. Persons bringing their own food and/or alcoholic beverages may consume them on the beach to the extent the law permits.
 - 2.6. All food and drink must be paid for at the time of service by cash or accepted credit cards.
 - 2.7. Restaurant and deck furniture may not be taken to the beach. Furniture is to be used for its intended purpose. Leaning back and feet on chairs is not permitted.
 - 2.8. Restaurant and bar service may be curtailed early or temporarily suspended in the event of inclement weather.
 - 2.9. Smoking is not permitted.
 - 2.10. Cell phones are to be silenced at the tables/bar area and phone conversations taken away from tables/bar area.

Amended and Approved: 23 March 2018

5.E. FITNESS CENTER

- 1. Eligibility:** The Fitness Center may only be used by persons holding a Foundation Issued Card. Persons holding a Guest Card may not bring guests.

- 1.1. Eligible Users are required to present their Foundation Issued Card at the fitness deck prior to use.

- 1.2. A fitness orientation is required of all new users.

- 1.3. Users must be at least thirteen (13) years of age. Persons under sixteen (16) must be accompanied by a person sixteen (16) years of age or older unless working with a trainer, therapist or instructor.

- 1.4. All guests are required to have a Guest Card to use the Fitness Center. An additional fee is charged for guests until noon November through May.

- 2. General Rules**

- 2.1. Only authorized professionals may provide personal services.

- 2.2. There is a thirty (30) minute time limit on cardiovascular equipment when others are waiting.

- 2.3. Persons using weight equipment must allow others to “work through” and not monopolize individual stations.

- 2.4. Equipment must be wiped down after heavy use, using the disinfectant wipes available throughout the Fitness Center. Equipment must be returned to its rack after use.

- 2.5. All users must be properly attired. Proper attire includes pants or shorts, a shirt and appropriate soft soled shoes. Cover ups are required in the locker rooms. Proper footwear is required; open toe shoes are not permitted.

- 2.6. Cell phones are to be silenced when inside the Fitness Center and phone conversations taken outside.

- 2.7. Lockers are for daily use only and eligible users are to supply their own locks. Personal items may not be left in a locker; the Pelican Bay Foundation is not responsible for personal items lost or stolen.

5.F. TENNIS

1. **Eligibility:** The tennis facilities may only be used by persons holding a Foundation Issued Card or Accompanied Guests. The accompanying member must play tennis on the same court as their guest. Persons holding Guest Cards may not bring guests.
 - 1.1. Guests without Guest Cards are required to pay the prevailing guest fee at check-in.
 - 1.2. Payment of Guest fees is the responsibility of the Eligible User who reserved the court.
 - 1.3. Children under thirteen (13) are not subject to guest fees but must be accompanied by an Eligible User.
2. **General Rules**
 - 2.1. All players are required to check in at the Pro Shop and scan their Foundation Issued Card.
3. **Court Reservations**
 - 3.1. Court use is for a maximum of ninety (90) minutes per reservation.
 - 3.2. Courts may be reserved through Chelsea, the automated system, or by calling the Pro Shop.
 - 3.3. Persons holding Guest Cards and playing on their own may only reserve a court on an as-available basis after the Chelsea system processes reservations for persons holding Member, Tenant, Dependent and Caregiver Cards.
 - 3.4. Doubles courts requests through Chelsea must contain at least three (3) eligible players who will actually be playing. Additional points may be levied against every player on a court where more than one player is substituted at check-in.
 - 3.5. A reservation will be held for fifteen (15) minutes after scheduled start time. Thereafter, the court will be re-assigned.
 - 3.6. Written requests or telephone messages left for reservations are not considered valid requests for reservations.
 - 3.7. Eligible Users are expected to cancel reservations prior to the scheduled time of play if they do not intend to use them. Cancellations more than three (3) days in advance are made through the Chelsea system. Cancellations within three (3) days are made through the South Pro Shop.
 - 3.8. Two (2) no-shows may result in the loss of the ability to make reservations.

4. Court Attire

4.1. Appropriate tennis attire is required. Beach clothing, cutoffs, sports bras, bathing suits and men's tank tops are not permitted. Shirts must be worn.

4.2. Only regulation clay-court tennis shoes are allowed on the courts.

5. Court Etiquette

5.1. Refrain from excessive, loud or abusive conversation including profanity and/or cursing.

5.2. Do not play past your time if others are waiting. If additional time is needed, check with the Pro Shop to reserve extra time.

6. Suspension of Play

6.1. Tennis operations may be suspended by the Tennis Manager or designee due to inclement weather or otherwise as determined.

Amended and Approved: 25 January 2019

5.G. TRAMS

- I. Eligibility:** Trams may only be used by persons holding a Foundation Issued Card and Accompanied Guests. Persons holding a Guest Card may not bring guests.
 - 1.1. Outbound (to the beach) Eligible Users are required to present their Foundation Issued Card before boarding and indicate accompanying passengers without a Foundation Issued Card. Inbound (returning from the beach) passengers are not required to present a Foundation Issued Card.
 - 1.2. A member or tenant with a Foundation Issued Card may have up to six (6) Guests without a Guest Card.
 - 1.3. Guests with a Foundation Issued Card may not bring guests thirteen (13) years of age and older without a Foundation Issued Card.
- 2. General Rules**
 - 2.1. Arms, legs, and carry-on objects must be kept inside the tram at all times while it is moving.
 - 2.2. Adults must sit with children under age thirteen (13).
 - 2.3. The Special Services tram is available by reservation through the front desk at the Commons. Reservations are required during normal business hours subject to availability.
 - 2.4. Ridership is first come, first served for members and staff.
- 3. Ceasing Service**
 - 3.1. When the lightning alarm activates.
 - 3.2. When 911 has been called - service shall be resumed when EMS is no longer on the property.
 - 3.3. Tram service may be temporarily suspended in the event of approaching severe-weather.

5.H. SAILBOATS, KAYAKS AND CANOES

1. **Eligibility.** A sailboat, kayak or canoe may be operated by members or guests holding a valid Foundation Issued Card and who have signed a waiver of liability, hold harmless, and indemnity agreement (the waiver) which can be viewed on the Foundation's website, www.pelicanbay.org under the ACTIVITIES tab: Sailing Canoeing and Kayaking. Operator is defined as the person to whom the vessel is loaned. The waiver must be signed by the operator and all adult passengers 18 or older in the presence of a Foundation employee. A parent or natural guardian must complete the waiver for participants between the ages of 6 and 18. Persons holding a Guest Card may not bring guests.
2. **Sailing General Rules**
 - 2.1. The operator must be at least 18 years of age, have successfully met the Foundation's certification requirements and be on the approved Sailing Club's Member List. Unless a passenger complies with this rule, they shall not operate the vessel.
 - 2.2. The operator must wear a life jacket and confirm that each passenger of the vessel has a life jacket that is the proper size and fit for the intended wearer.
 - 2.3. The operator is responsible for inspecting the vessel and rigging before getting underway. At the end of the session the operator is responsible for derigging the vessel.
 - 2.4. The vessel must be launched and beached between the orange cones, "Cone Zone". Onboarding of passengers must also be done in the launch area or offshore while in irons (stopped).
 - 2.5. The operator must be aware of current and forecasted weather conditions such as wind speed and direction, water temperature and tides. While underway, monitor conditions, scan the horizons for storm clouds and listen for Thor Guard, the Pelican Bay Lightning Prediction System. Be prepared for sudden changes in the weather while underway and seek shelter at once if thunder is heard or lightning is observed. Operations will be suspended if sustained winds equal to or exceed 15 mph, gusting to 20 mph or waves exceed three feet. Dangerous conditions will be signaled by the presence of the L-Flag (Lima – black and yellow checkered flag located near the Sandbar and Marker 36 Restaurants). Return to shore at once if signaled by the flag.
 - 2.6. Beach vessels must be kept within boundaries established by Bay Colony to the north and the Naples Grande Hotel (the copper top tower just beyond Clam Pass) to the south. Distance offshore may not exceed the operator's ability to see when displayed the L-Flag black and yellow checkered L-Flag near the south beach Sandbar restaurant.
 - 2.7. It is illegal and prohibited under Florida Law to operate a vessel while impaired by alcohol or drugs. Furthermore, all State of Florida boating and fishing laws shall be followed.

- 2.9. Reckless or willful disregard for the safety of passengers, wildlife, natural surroundings, or other third parties while vessel is underway is prohibited. The operator, natural or legal guardian, or sponsoring member shall pay the cost of any loss or damages to vessel or natural environment.

3. Kayak and Canoe General Rules

- 3.1. The operator must be at least 13 years of age, and in compliance with all 5.H.1 Eligibility requirements. One vessel per Foundation Issued Card.
- 3.2. Operator under the age of 18 may not transport passengers.
- 3.3. Passengers between the ages of 6 and 13 are allowed as long as they are accompanied by an adult with a Foundation Issued Card.
- 3.4. The operator must wear a life jacket and confirm that each passenger of the vessel has a life jacket that is the proper size and fit for the intended wearer.
- 3.5. Beach vessels must be launched in the designated area identified by orange cones, “The Cone Zone.” Vessels and equipment are to be returned to the origin of their launching.
- 3.6. The operator must be aware of current and forecasted weather conditions such as wind speed and direction, water temperature and tides. Check for updates as you sail, scan the horizons for storm clouds or listen for Thor Guard, the Pelican Bay Lightning System. Be prepared for sudden changes in the weather while underway and seek shelter at once if thunder is heard or lightning is observed. Operations will be suspended if sustained winds equal to or exceed 15 mph, gusting to 20 mph or waves exceed three feet.
- 3.7. Beach vessels must be kept within boundaries established by Bay Colony to the north, and the Naples Grande Hotel (the copper top tower just beyond Clam Pass) to the south. Distance offshore may not exceed the operator’s ability to see when displayed the L-Flag black and yellow checkered L-Flag near the south beach Sandbar restaurant.
- 3.8. Inner Clam Bay vessels may not be taken into the Gulf of Mexico and shall be returned to the North Boardwalk dock. Stow vessel upside down and secure before returning all equipment to Station 6.
- 3.9. It is illegal and prohibited under Florida Law to operate a vessel while impaired by alcohol or drugs. Furthermore, all State of Florida boating and fishing laws shall be followed.
- 3.10. Reckless or willful disregard for the safety of passengers, wildlife, natural surroundings, or other third parties while vessel is underway is prohibited. Operator, natural or legal guardian, or sponsoring member shall pay the cost of any loss or damages to vessel or natural environment.

Amended and Approved: 24 June 2022

6A. PELICAN BAY POST

1. **Editor:** The Editor of the Post shall be the President of the Pelican Bay Foundation. If the President should be unable to serve in this capacity, then the Foundation's Board appointed liaison to the Post shall exercise the duties and responsibilities of the Editor on an interim basis.
2. **Article Length:** There is no length limitation on editorial content by the Pelican Bay Foundation. All other articles should be limited to 650 words.
3. **Special Articles:** At its discretion, the Foundation may accept articles from community organizations including but not limited to Pelican Bay Property Owners Association, Mangrove Action Group, Men's Coffee, Pelican Bay Women's League, Collier County Commissioner, Collier County Sheriff, North Collier Fire District, or other articles regarding events specific to or of interest to the Community. Exceptions to this policy can be made by the Foundation on a space available basis.
4. **Community Forum:** Members may express their opinion on Community issues by submitting a letter to the Foundation for publication in the Community Forum column. These articles should be 300 words or less and must be signed by the Member submitting it. Anonymous letters will not be accepted. Authors will be verified.
5. **Advertising:** If space remains, the Foundation has the right to include other articles submitted by advertisers, identified as such, who support the cost of the Post. Advertisements are governed by the following:
 - 5.1. Current and past employees are prohibited from advertising.
 - 5.2. Any business which advertises must have all licenses necessary for their business.
 - 5.3. The Foundation may accept advertising for charitable events by 501(c)(3) organizations that may be of interest to the community.
 - 5.4. The Foundation reserves the right to reject any advertising.
6. **Classifieds:** Classified advertising is available to Members for a fee. The contact information in the classified ad (i.e., name address, phone number) must be that of the Member.
7. **Publication Schedule:** The Post is published twice a month, November through May, and once a month, June through October. A schedule of editorial submission deadlines will be available on request to the Foundation.
8. **Publication Delivery:** A copy of each issue of the Pelican Bay Post will be mailed to every Pelican Bay Member household at the address the Foundation has on file. The Post is not forwarded to any address and is not delivered internationally. Recent copies of the Post will be posted on the Foundation website in a downloadable format at www.pelicanbay.org/members/news-and-connections/pelican-bay-post/.

6. B. COMMUNICATION

1. Communication Means

The following print and digital media shall be used to communicate to the Members.

- 1.1. Foundation website – www.pelicanbay.org
- 1.2. Foundation community paper – Pelican Bay Post
- 1.3. Email – Today in the Bay Newsletter, alerts
- 1.4. Pelican Bay mobile app
- 1.5. Digital Boards
- 1.6. Annual Member Guide
- 1.7. Surveys