

**AMENDED AND RESTATED RULES AND REGULATIONS FOR  
BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION, INC.**

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1                   **AMENDED AND RESTATED RULES AND REGULATIONS FOR**  
2                   **BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION, INC.**

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4                   Approved 9/15/2014; Revised 4/3/2018; Revised 6/4/2024  
5

6  
7                   In addition to the rules, regulations, and occupancy and use restrictions set forth in the  
8                   Declaration of Covenants, Conditions and Restrictions for Bell Tower Park, the following rules and  
9                   regulations shall govern the use of the Units, Common Areas, Neighborhood Common Areas, and  
10                  other Bell Tower Park Properties, and also the conduct of all residents thereof. The owners shall  
11                  at all times obey said rules and regulations and shall use their best efforts to see that they are  
12                  faithfully observed by their families, guests, invitees, servants, lessees and person over whom  
13                  they exercise control and supervision. As defined in Section 7 of the POA Bylaws, the Board of  
14                  Directors may from time to time adopt and amend rules and regulations. This document  
15                  supersedes all previous versions of these Rules and Regulations. Said rules and regulations are as  
16                  follows.  
17

18                  Residents and guests are expected always to treat each Bell Tower Park resident/family  
19                  member/guest/employee with respect and courtesy. Verbal or other abuse (including profanity)  
20                  of our residents/employees will not be tolerated. Conduct deemed to be improper or likely to  
21                  endanger the welfare, safety, harmony or good reputation of Bell Tower Park or its residents may  
22                  result in disciplinary action. Residents who are dissatisfied with the service rendered by an  
23                  employee are encouraged to lodge specific comments or complaints with the Board President of  
24                  the POA.  
25

26                  When these Rules and Regulations prohibit or restrict a Parcel Owner from a specific action, it  
27                  shall be interpreted to include a renter and/or guest of such Parcel Owner.  
28

29                  **1.0. USE RESTRICTIONS DERIVED FROM THE POA'S DECLARATION OF COVENANTS (DOC).** The  
30                  following rules are derived from the current POA DOC, dated July 15, 2013. These rules are  
31                  stated below in their approximate order of appearance in the DOC. Text in italics shows rule  
32                  amending/amplifying language currently adopted by the Board of Directors.  
33

34                  **1.1 Residential Use.** Units and Parcels shall be used for single family residential purposes  
35                  only. No trade or business may be conducted in or from any Parcel. This restriction  
36                  shall not be construed to prohibit any Parcel Owner from maintaining a personal or  
37                  professional library, from keeping his personal, business or professional records in his  
38                  Living Unit, or from handling his personal, business or professional telephone calls or  
39                  written correspondence in and from his unit. This restriction is intended to prohibit  
40                  any business conduct that involves: persons coming onto the Properties who do not

41 reside in the Properties or door-to-door solicitation; conditions that are detectable by  
42 sight, sound or smell from outside the Living Unit that are not customary for single  
43 family residential use; a violation of any zoning or other governmental requirements  
44 applicable to Bell Tower Park; activity that is inconsistent with the residential character  
45 of the Properties or that is a nuisance, or a hazardous or offensive use, or that  
46 threatens the security or safety of other residents of the Properties. The foregoing list  
47 of prohibited conduct or activities is intended to be illustrative, but not exhaustive.  
48

49 **1.2 Signs/Flags.** No Parcel Owner shall post or display, or permit to be posted or  
50 displayed, any signs within or outside of his dwelling unit, including, without  
51 limitation, "For Sale," "For Rent," "Open House", and similar signs without prior Board  
52 approval. The foregoing includes signs on the interior of a dwelling that are visible  
53 from the exterior of the dwelling, with the exception of small security signage decals  
54 and/or security signs provided by an alarm service company within 10 feet of the front  
55 and rear entrances to the Unit. Residents may display one portable, removable United  
56 States flag in a respectful way, and residents may display armed services flags no larger  
57 than four and one-half feet by six feet (4 ½' x 6') on Armed Forces Day, Memorial Day,  
58 Flag Day, Independence Day and Veterans Day. *You may also display on game day their*  
59 *football teams' banner this includes college and pro teams.*  
60

61 **1.3 Nuisance.** Nothing shall be done within any parcel of the property subject to this  
62 Declaration which is or may become an annoyance or nuisance to any person. No  
63 obnoxious, unpleasant, or offensive activity shall be carried on, nor shall anything be  
64 done which can be reasonably construed to constitute a nuisance, whether public or  
65 private in nature. No Parcel Owner shall make any disturbing noises or permit them  
66 by his family, servants, employees, agents, visitors, or licensees, nor do or permit  
67 anything by such persons that will interfere with the rights, comforts or convenience  
68 of the other residents. No Parcel Owner shall play upon or suffer to be played upon  
69 any musical instrument, or operate or suffer to be operated, *Stereo*, television, radio  
70 or sound amplifier, in such manner as to disturb or annoy other residents. All parties  
71 shall lower the volume as to the foregoing as of 10:00 p.m. of each day. The Board of  
72 Directors may use local law enforcement and any and all other legal means necessary  
73 to enforce the foregoing provision excerpted from Section 8.3 in the Declaration of  
74 Covenants, Restrictions and Conditions.  
75

76 **1.4 Common Areas.** Common Areas shall only be used for their intended purposes. No  
77 Parcel Owner or resident shall make any use of any Common Area in such a manner  
78 as to abridge the equal rights of the other residents to their use and enjoyment, nor  
79 shall any Parcel Owner or resident remove, prune, cut, damage, or alter any trees or  
80 other landscaping located in the Common Areas. The sidewalks, entrances and all

81 passageways must not be obstructed or encumbered or used for any purpose other  
82 than ingress and egress to and from the premises.

83  
84 **1.5 Speed Limits.** All residents and their guests shall observe posted speed limit and stop  
85 signs within the subdivision and Bell Tower Park Properties.

86  
87 **1.6 Storage and Display of Personal Property and Other Materials.** The personal  
88 property of all Parcel Owners and residents shall be stored within their dwelling units  
89 or in assigned storage spaces and shall not be stored or left on any of the Common  
90 Elements. No garbage cans, supplies, milk bottles, or other articles shall be placed on  
91 the Common Elements except as authorized by the Association, nor shall any linens,  
92 cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be  
93 shaken or hung from any of the windows, doors, porches, patios, balconies or entry  
94 ways, or be exposed to any part of the Common Elements. The Common Elements  
95 shall be kept free and clear of rubbish, debris, and other unsightly material. No  
96 clotheslines or similar device shall be allowed on any portion of the property subject  
97 to this Declaration nor shall clothes be hung anywhere within the property except  
98 within a dwelling unit.

99  
100 **1.7 Discharge of Materials from Units.** No Parcel Owner shall allow anything whatsoever  
101 to fall from the windows, porches, patios, entry ways, balconies, or doors, nor shall a  
102 Parcel Owner sweep or throw any dirt or other substance from his dwelling unit or  
103 onto the Common Elements.

104  
105 **1.8 Garbage Disposal.** All residential refuse consisting of horticultural, recyclable, garbage  
106 or trash shall be placed in approved containers and deposited at the curbside for  
107 collection, except in the case where a collection point has been established. All  
108 containers shall not be more than forty (40) gallon capacity or fifty (50) pounds in  
109 weight and shall have weather and animal proof tight fitting lids. Such refuse shall be  
110 placed at the curbside no sooner than 4 p.m. the day prior to the date of collection  
111 and shall be removed from the curbside as of the date of pick up. Any spillage or  
112 spreading of refuse and recyclables prior to the scheduled pick up shall be the  
113 responsibility of the owner and shall be picked up and placed in the appropriate  
114 container prior to the scheduled pick up.

115  
116 No resident shall place any large refuse i.e., furniture, mattresses, construction debris  
117 in or around the POA dumpster.

118  
119 No resident shall place recyclables of any kind in the POA's recycling containers.  
120

121 **1.9 Agents of the Property Owners' Association.** Agents or employees of the Property  
122 Owners' Association shall not be sent off the premises by any Parcel Owner or resident  
123 at any time for any purpose. No Parcel Owner or resident shall direct, supervise, or in  
124 any manner attempt to assert any control over the agents or employees of the  
125 Property Owners' Association.  
126

127 **1.10 Hazardous and Flammable Materials.** No flammable, combustible, or explosive fluid,  
128 chemical or substance shall be kept in any Unit or Limited Common Element assigned  
129 thereto or storage areas, except such as are required for normal household use. For  
130 other than one and two-family dwellings, no hibachi, gas grill, charcoal grill, electric  
131 grill *more than 200 square inches of cooking area* or other similar device used for  
132 cooking, heating or other purpose shall be used or kindled on any lanai or balcony or  
133 under any overhanging portion or within ten (10) feet of any structure. The foregoing  
134 restriction applies to all Common Areas and Limited Common Areas including lanais  
135 and balconies. Grilling is allowed in driveways as long as the grill is at least ten (10)  
136 feet from any structure. No hibachi, gas grill, charcoal grill, electric grill in excess of  
137 200 square inches or other similar device used for cooking, heating or other purpose  
138 shall be stored on any balcony *or lanai*. Gas grill shall be used or stored in accordance  
139 *with* Florida Statutes. Units may store propane tanks of 2.7 pounds' water capacity  
140 (i.e. 1-pound net weight Coleman camping type propane tank) up to a maximum of  
141 5.4 pounds' water capacity or two (2) one-pound net weight Coleman type camper  
142 propane tanks. *At no time may any Flammable liquids or Gases be stored on a Lanai  
143 or Balcony.*  
144

145 \*When referring to balconies and lanais this policy deals with Carriage Homes where  
146 there are upper and lower units. In Carriage Homes the upper unit is considered to  
147 have a "Balcony" and the lower unit a "Lanai".  
148

149 **1.11 Absence from Unit.** Each Parcel Owner who plans to be absent from the dwelling unit  
150 during the hurricane season must prepare the dwelling unit prior to departure. *The  
151 removal of personal items from but not limited to the units Lanai's, porches and the  
152 common planting beds. All items should be stored within the dwelling's interior space.*  
153

154 **1.12 Food and Beverage Consumption.** Food and beverage may be consumed by  
155 individuals in a casual manner in Common Areas while walking, exercising, jogging,  
156 participating in athletic activities, etc. No meal or drink preparation or serving is  
157 allowed outside of a dwelling unit or its lanai except for designated areas in the pool  
158 deck and clubhouse facilities or in such areas that are designated by the Board of  
159 Directors. All litter and refuse must be properly disposed of in a trash receptacle.  
160

161 **1.13 Pet Restrictions.** Owners shall be permitted to keep two (2) domestic cats, two (2)  
162 domestic dogs, or one (1) domestic cat and (1) domestic dog in a dwelling unit. No Pit  
163 Bulls shall be allowed. Owners shall be permitted to keep a maximum of two (2)  
164 domestic cats, two (2) domestic dogs, or one (1) domestic cat and (1) domestic dog or  
165 any combination of two (2) non-exotic pets such as a parrot, parakeet, hamster or  
166 gerbil as customary household pets in a dwelling unit. Unit owners shall seek and  
167 receive written approval from the Board prior to obtaining any pet other than those  
168 specifically identified. No Pit Bulls, or other aggressive dogs, shall be allowed. No  
169 exotic, non-domesticated, illegal or possibly dangerous animals or pets shall be  
170 allowed, including, but not limited to, pot belly pigs, reptiles, insects, livestock, piranha  
171 or ferrets. The Board may require the permanent removal from the Properties of any  
172 such pet that becomes a source of annoyance or nuisance to any other Owner or  
173 resident. Owners keeping domestic animals shall be responsible for pet droppings and  
174 for any inconvenience or damage caused by such animal. All Parcel Owners must take  
175 a pooper scooper or similar device with them when walking their pet. All dogs and  
176 cats shall be kept leashed when not confined to the Owner's Unit. No pets shall be  
177 permitted in the pool or on the pool deck. Owners shall not feed any wild or stray  
178 animals on the Bell Tower Park Properties, but rather shall report any such wild or  
179 stray animals to the Community Association Manager. Owners should not attempt to  
180 capture any wild or stray animals. Guests and tenants shall not be allowed to have  
181 pets.

182  
183 **1.14 Improper and Unlawful Uses.** No improper, offensive, hazardous or unlawful use shall  
184 be made of any Parcel.

185  
186 **1.15 Leasing/Rental.** Only entire Living Units may be leased. The minimum leasing period  
187 is thirty (30) days. No Living Unit may be used on a "time share" basis. All Leases must  
188 and shall be deemed to contain the agreement of the tenant(s) to abide by all of the  
189 restrictions contained in the Governing Documents and shall be deemed to provide  
190 that a violation is grounds for damages, termination and eviction and that the tenant  
191 and Owner agree that the Property Owners' Association may proceed against either  
192 the Owner or the tenant and that the Owner or the tenant shall be responsible for the  
193 Property Owners' Association's cost and expenses, including attorney's fees and costs,  
194 secured by a lien against the Parcel. All forms of solicitation, including those in  
195 commercial and/or social media, offering rental terms that are in violation of this  
196 paragraph are themselves prohibited and the owner is subject to a fine for each  
197 calendar day of any such solicitation.

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199 **2.0 ADMINISTRATIVE RULES AND REGULATIONS.** The following administrative rules have  
200 been adopted and are in force at this time.

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**2.1 PARKING RESTRICTIONS.**

**2.1.1 Parking of Automobiles.** The parking facilities shall be used in accordance with the regulations adopted by the Board from time to time.

1. All vehicles owned by a Parcel Owner or resident shall at all times be parked within the garage area or driveway permanently assigned to such Parcel Owner; and may not be parked on other areas of the Properties. All vehicles of guests shall be parked in the Owner’s driveway or designated guest parking areas. Parcel Owners and residents shall not park their vehicles in any areas designated for guest parking. The Association shall have the right to order the towing of any vehicle, at the Owner’s expense, not complying with the above rules. Car covers are prohibited on cars that are parked outside of a garage.
2. All vehicles owned by any owner/resident shall be parked within the owner’s/resident’s garage or driveway and may not be parked on other areas of Bell Tower Park Properties. All owners’/residents’ vehicles must be registered at the Association’s Office.
3. All guests who plan on staying overnight must register their vehicle(s) with the Bell Tower Park Office personnel. They can do so through the residents they are visiting, or they can do it when they arrive at Bell Tower Park. They will receive a “Guest Pass” indicating the dates they will be visiting. The pass shall be placed on the *mirror; if unable to be placed on the mirror, then placement on dashboard* of the vehicle. Guests arriving after normal business hours or on a weekend or holiday *when the office is closed will need to email the office that the vehicle will be in guest parking, they will also need to register their vehicle with the Office on the next available business day.*

*Parking passes are limited to 30 days or one month, whichever is greater, with a maximum of two full length passes.*

All vehicles of guests shall be parked in the designated guest parking areas located throughout the park or in the driveway of the owner/resident they are visiting.

4. Owners/residents shall NOT park their vehicles in any area designated for guest parking. There shall be no vehicles parked on any grass areas or on any street at any time with the exception of vendors during the course of normal business.

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5. Owners/residents shall NOT park their vehicles in any area designated for guest parking with the following exceptions. If they are visiting another resident in the Park and there is no room in the resident’s driveway, they may park in a guest parking slot during the time of their visit, but under no circumstances will they stay parked overnight in a guest parking slot. They may also park in a guest parking slot if they are having work done to their unit during daytime hours and their driveway is needed by the vendor doing the work. Under this circumstance the resident will notify the Office.
  6. There shall be no inoperable or unregistered vehicles parked in any owner/resident driveways or designated Bell Tower Park common parking areas (i.e., Guest Parking areas, etc.). Resident/owner shall *only* conduct *emergency* vehicle repairs in their driveway or on any of the common areas within Bell Tower Park. Owners shall be solely responsible for any and all damages, expenses or fees resulting from improperly maintained or leaking vehicles including, but not limited to, oil spills and stains.

262       **2.1.2 Boats, Trailers, Commercial Vehicles, and Other Vehicles.**

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1. No Parcel Owner shall store or leave any boat or trailer on the Properties; however, an owner may store a boat or trailer in the garage area assigned to such Owner, if the boat or trailer fits in the garage with the garage door closed. Nothing contained herein shall be interpreted to allow a Parcel Owner to park his other vehicles anywhere other than in the garage area or driveway assigned to the Owner.
  2. There shall be no commercial vehicle(s) parked in any owner/resident driveway, guest parking area or on any other area of Bell Tower Park property unless the commercial vehicle is a vendor conducting work at a residence or in the Park as a normal course of business. A Commercial vehicle shall be defined as any vehicle which:
    - a. Displays the name of business or commercial enterprise or employer anywhere on the vehicle, (except on its license plate or license plate holder, or as a decal on windshield or window, and except for passenger vehicles with government designation such as fire, police, city or county inspectors, etc.);
    - b. Has a chassis with a capacity of over one ton, such as flatbed trucks, tow trucks, tractor trailer rigs, Recreational Vehicles, and the like, or;
    - c. Carries equipment, tools or materials related to a business which are visible from outside the vehicle such as ladders, hoses, job supplies,

288 plumbing equipment or materials, landscape materials, construction  
289 materials etc.;

290  
291 d. Is over twenty (20) feet in length from bumper to bumper.

292  
293 3. The operation of any motor vehicle, as defined under Chapter 320.01,  
294 Florida Statutes, which is propelled by any power other than human  
295 muscular power including, but not limited to, gasoline power or electric  
296 power and which further would require the operator of that vehicle while  
297 on public streets, roads and thoroughfares within the State of Florida to  
298 possess a valid driver's license, shall be prohibited to be operated or used  
299 on the Bell Tower Park Properties unless the motor vehicle is operated by  
300 a person with a valid driver's license and the motor vehicle complies with  
301 all prerequisites established under Florida law for operating said vehicle on  
302 public streets, roads, and thoroughfares.

303  
304 4. Golf carts, motorized bicycles, mopeds or similar vehicle may be operated  
305 on the Bell Tower Park Properties provided *operation of said vehicles is in*  
306 *compliance with all applicable laws and ordinances of the State of Florida*  
307 *and Lee County, and provided the following rules are followed:*

308  
309 a. Each golf cart must have a rear-view mirror, headlights, *and* taillights.

310  
311 b. No vehicle may be driven before dawn or dusk unless it has *working*  
312 *headlights and taillights.*

313  
314 c. The driver of the vehicle must be at least 16 years old, *however, the*  
315 *driver of a golf cart must be at least 18 years old unless the driver has*  
316 *a valid learner's permit or driver's license.*

317  
318 d. The vehicle must be registered with the office and a copy of the  
319 insurance given to the office.

320  
321 Notwithstanding the foregoing, no motorized skateboards, motorized  
322 scooters, Segway's, go-carts or similar motorized vehicles may be operated  
323 on Bell Tower Park Properties at any time.

324  
325 Motorized wheelchairs operated by persons who require them medically  
326 for mobility are allowed.

327  
328 **2.1.3 Parking Violations.**

329  
330 1. Violations of any of the provisions in these rules and regulations MAY result  
331 in the vehicle being towed AT THE OWNERS EXPENSE AND AN ADDITIONAL

332 FINE OF ONE HUNDRED DOLLARS. **Please Note:** Any request for an  
333 exception to the above vehicle rules and regulations must be submitted to  
334 the Community Association Manager (CAM) in writing. The CAM will have  
335 the authority to review the request for a temporary exception and make  
336 the decision to allow or disallow the request.

337  
338 2. If an owner/resident is in violation of the vehicle rules and regulations, the  
339 following procedure will be adhered to:

340  
341 a. *Representatives of the safety committee or management office will*  
342 *conduct regular inspections of the property. If a vehicle is found to be in*  
343 *violation a ticket will be issued to the vehicle in violation.*

344  
345 b. *On the issuance of a second parking ticket to the vehicle the vehicle is*  
346 *eligible to be towed by the association’s contracted towing company at*  
347 *the owner’s expense. This will include any future violations of that*  
348 *vehicle.*

349  
350 c. *Towing of Vehicles. Management will certify the violations and the*  
351 *vehicles eligibility to be towed. Once the violation has been certified*  
352 *management will contact the towing company and arrange for the*  
353 *vehicle to be towed from the property at the owner’s expense.*

354  
355 **2.2 USE OF AMENITIES.** All of these areas are for the pleasure of all residents of Bell Tower  
356 Park. Everyone who uses these facilities needs to understand and respect the rights  
357 and needs of others. There should be a pleasant, non-intrusive, and relaxed  
358 atmosphere that permits enjoyment for all. The Association reserves the right as the  
359 Board sees it necessary to change rules, time of use, and areas of use of all Association  
360 property, in accordance with Association documents. Please remember that these  
361 Rules and Regulations are for the good of all Association Members; and the facilities  
362 cost money to operate. The misuse of your property will cost you additional  
363 maintenance fees. We ask for everyone’s cooperation and effort in keeping these areas  
364 in proper condition and a community asset.

365  
366 A. **Posted Regulations.** All posted Pool, Fitness Center and Recreation Area Rules  
367 and Regulations must be followed. This will help to ensure the fair and proper use  
368 of these facilities. Many of these rules are requirements for public places by the  
369 State Health Department. Failure to uphold these rules can affect certification.  
370 Anyone not following these rules could lose all privileges to these areas.

371  
372 B. **Set Occupancy Limits.** To ensure that we do not overcrowd or have individual  
373 groups monopolizing a certain facility, the Board has decided to limit the number  
374 of guests each household may invite to our facilities for non-reserved visits. Using  
375 the honor system, the Board requests that each household be limited to four (4)

376 guests at any one time at the facilities. Members that are 16 to 18 years of age will  
377 be allowed 2 guests when not accompanied by an adult and anyone under the age  
378 of 16 must be accompanied by an adult. We ask your cooperation on this  
379 restriction to eliminate having to put in effect more restrictive controls such as  
380 recreation passes.

381

382

### 2.2.1 **Clubhouse.**

383

384

1. The Bell Tower Park Clubhouse will be for the common use of all residents  
385 and a limited number of their guests. The facility hours will be from 5:00  
386 AM to 10:00 PM daily; and it is rented as is.

387

2. This is a no smoking facility. Pets are not allowed inside the facility.

388

3. Children under 16 years of age must be accompanied by an adult.

389

4. No socially objectionable or obnoxious behavior will be tolerated. Music  
390 and noise will be kept to a reasonable sound level.

391

5. Business and/or "for profit" organization use is permitted with special  
392 permission.

393

6. No more than one hundred (100) people can attend any event without the  
394 approval of the CAM.

395

7. Owners may reserve the Clubhouse living room and kitchen area by  
396 contacting the CAM Office at 239-774-0723, Ext. 219 or 220. The event  
397 must remain within the confines of the clubhouse. The exercise area and  
398 pool area are not included in the reserved area. Entry and Exit doors, which  
399 are part of the security system, must remain closed at all times.

400

8. Everyone using the facility (reserved or not) must clean up after  
401 themselves, dispose of trash/garbage, and put chairs, tables and supplies  
402 back in their proper place. Users will be held accountable for how the  
403 clubhouse is left, including damage. Accidental damage and/or problems  
404 must be reported to the CAM as soon as possible.

405

9. Gatherings of residents' guests involving a total of ten or more individuals  
406 must have a reservation. If you do not have a reservation, your group can  
407 be interrupted by any resident who wants to use the facility and you will  
408 have no recourse.

409

10. In general, reservations will not be accepted for major holidays in order  
410 that all owners can equally enjoy the facility at those times.

411

11. The pool and pool area are not available for rental. Wet bathing suits are  
412 not allowed in the Clubhouse.

413

12. Residents (owners and renters) will be able to reserve the clubhouse for up  
414 to 6 hours. When necessary and noted in their application, the reserving  
415 residents may come in up to 30 minutes before their reservation time to  
416 set up, but others can use the facility, without restriction, prior to and/or  
417 after the official reservation time.

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13. The clubhouse fees that have to be furnished when making a reservation  
419 will be comprised of a non-refundable use fee plus a refundable \$300.00

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security deposit. The security deposit is held to ensure proper clean-up and proper facility use. The use fee is as follows:

GROUP SIZE	RESERVATION UP TO 4 HOURS (including clean-up times)	RESERVATION UP TO 6 HOURS (including clean-up times)
UP to 39	\$75	\$100
40 to 100	\$125	\$175

14. Clubhouse rental regulations.

- a. The individual renting the clubhouse will be the responsible person and must be in attendance for the entire event. (NOTE: The rental area consists of the kitchen and living room/great room areas and is rented as is.)
- b. The event must remain within the confines of the clubhouse building. The exercise area, pool, and pool area are not to be used by the rental party.
- c. The doors leading to the pool area and exercise area must remain closed at all times, so as not disturb residents using those facilities. All clubhouse doors must be locked before leaving.
- d. There is a pool table in the great room. The CAM Office shall be advised if the pool table is going to be used as a table during the rental period; if so the renter will be responsible for putting the wooden table top on and taking it off after use.
- e. Set-up is allowed *1 hour* prior to the scheduled event.
- f. No smoking within the clubhouse; smokers must use the main entrance's cigarette disposal unit.
- g. Open flames are not permitted inside or outside the clubhouse building (i.e., Tiki torches, candles, etc.). However, Sterno is permitted for food heating.
- h. Clean-up of the clubhouse must be completed by the end of rental period and/or curfew hour. Nothing is to be left behind for the next day pickup or cleaning.
- i. Trash and recycling bags are not provided. Renters must provide their own. All trash must be bagged and disposed of in the clubhouse dumpster near the tennis courts.
- j. If renters recycle, they should recycle only cleaned appropriate containers. The recycling company will not accept aluminum foil products, milk cartons and other materials (such as paper products) contaminated by food.

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**2.2.2 Fitness Center.**

1. No person under the age of 16 is allowed in the Fitness Center without adult supervision.
2. No food allowed in the Fitness Center.
3. Please wipe down equipment after use.
4. Please turn off all lights, fans and television before leaving the Fitness Center.
5. DO NOT REMOVE THE TELEVISION REMOTE FROM THE FITNESS CENTER.
6. When using the Fitness Center in the evening hours, please make sure all doors are locked before leaving the Center.
7. Please limit use of cardio equipment to 30 minutes when others are waiting.
8. Please return all equipment to the proper storage area after use.
9. No wet bathing suits in Fitness Center.
10. Exercise at your own risk.
11. A resident may employ a Personal Trainer and use the Fitness Center provided the Personal Trainer has registered with the CAM, provided evidence of liability insurance coverage, and received approval from the CAM.

**2.2.3 Pools and Spas.** Pool hours and use regulations are posted on site at each pool and are to be followed accordingly.

**The following rules come from the State of Florida Administrative Code, Section 6E-9.**

1. Shower before entering.
2. NO GLASS or animals in the fenced pool area (or 50 feet from the unfenced pool).
3. No food or beverages in the pool or on the pools wet deck.
4. The maximum water temperature is 104° F.
5. Do not use the pool if you are ill.
6. Do not swallow the water, it is re-circulated.
7. Bathing capacity [as posted at each pool and spa].
8. Pool hours: Dawn to Dusk.
9. NO DIVING.
10. *No Smoking or Vaping within the pools fenced area, both at the main clubhouse and the Avon Park pool.*

**2.2.4 Tennis Courts.**

1. Tennis only; no pets, bicycles or other activities.
2. Smooth sole tennis shoes required.

- 504 3. Play is first-come, first serve; limited to 1.0-hour singles and 1.5 hours  
505 doubles when others are waiting.  
506 4. Proper behavior required.  
507 5. Appropriate tennis attire required.  
508 6. Drag and sweep your court following use.  
509 7. Please do not use wet courts after heavy rain.  
510 8. Remove all belongings when you are finished.

511  
512 **2.2.5 Sports Court**

- 513  
514 1. The court shall be used ONLY for Basketball and Pickle Ball.  
515 2. No skateboards or bicycles are allowed on the court.  
516 3. Play is first come first serve.  
517 4. Proper behavior is required.  
518 5. Please do not use the court after heavy rains.  
519 6. Please remove all belongings and trash after use.

520  
521 **2.3 ALTERATIONS AND IMPROVEMENTS.**

522  
523 **2.3.1 Restricted Alterations and Improvements.**

524  
525 *No awning, canopy, shutter, antenna, satellite dish or other projections shall be*  
526 *attached to or placed upon the outside walls, doors or roof of a dwelling unit*  
527 *or building, without the written consent of the Board of Directors of the*  
528 *Association. No balcony or pool area may contain or include an unapproved*  
529 *screen enclosure or other similar structure unless the Parcel Owner has first*  
530 *obtained the written consent of the Board of Directors or the Architectural*  
531 *Review Board, as the case may be. The Board may adopt plans and*  
532 *specifications permitting the construction and/or installation of screen*  
533 *enclosures or other similar structures, it being the Developer's intention to*  
534 *maintain a uniform appearance of balcony areas in the Properties. No Parcel*  
535 *Owner may make any structural or non-structural alterations or additions to*  
536 *any structure or Common Area without the express written consent.*

537  
538 **2.3.2 Tree Removal.**

539  
540 **SHADY LADY TREE REMOVAL.** The following is the procedure to follow when  
541 owners seek permission to remove and replace a Shady Lady (black olive,  
542 bucida buceras) tree alongside their driveway or next to their house:

- 543  
544 a. Owners seeking permission to remove a shady lady tree from their  
545 driveway area must first obtain written approval from each of the unit  
546 OWNERS on each side of where the tree is located. This would include  
547 written approval from the lower and upper unit owners as well as the unit

548 owner above or below the owner seeking permission. The permission  
549 MUST BE from the actual unit owner.

550  
551 b. The request will be submitted to the CAM and must include the written  
552 approval of the affected unit owners. The CAM will forward the request,  
553 with the approval sheets, to the Board President of the POA.

554  
555 c. The Board President of the POA will review the request and approve or  
556 disapprove the request. The President will notify the CAM of his/her  
557 decision and the CAM will notify the owner making the request of the  
558 President's decision.

559  
560 The expense to remove the tree and replace it with a triple Christmas Palm *at*  
561 *a minimum replacement height of ten feet of trunk and replacement of all*  
562 *damaged plant materials* will be at the OWNER'S EXPENSE and must be  
563 conducted by a licensed landscape company.

564  
565 **Please note:** All affected unit owners MUST agree to have the tree removed.  
566 Failure to obtain approval from ALL affected unit owners will result in the  
567 request being denied.

568  
569 **2.3.3 Hurricane Shutters.**

570  
571 Temporary or short-term hurricane shutters shall be placed in the closed or  
572 down position not more than ten (10) days prior to a hurricane being imminent  
573 and shall be removed or opened not more than ten (10) days after a storm has  
574 passed. Long-term hurricane shutters are also allowable and shall be regulated  
575 by the following rules.

576  
577 **Background:**

578  
579 This rule and regulation addresses the competing interests that come into play  
580 from absentee members' desire to have their property protected against  
581 hurricane damage, and the desire of those who live in the community during  
582 the hurricane season months to avoid a "shuttered up" or "abandoned" look  
583 in the neighborhood.

584  
585 All owners in Bell Tower Park received either hurricane-rated windows or  
586 galvanized metal hurricane shutters from the Developer. These metal shutters  
587 are the property of the homeowner, who has the responsibility to install and  
588 maintain them for short-term hurricane protection.

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**References:**

1. Section 718.113(5), Florida Statutes (2011) states, in part, that "Each board of administration shall adopt hurricane shutter specifications for each building within each condominium operated by the association which shall include color, style, and other factors deemed relevant by the board."
2. BTP POA Declarations and Covenants (Restated 2013), Section 8.13, which addresses building "Alterations and Improvements."
3. BTP POA Declarations and Covenants (Restated 2013), Section 8.19, which reads, "Hurricane Shutters. Hurricane shutters shall be placed in the closed or down position not more than ten (10) days prior to a hurricane being imminent [sic], and shall be removed or opened not more than ten (10) days after a storm has passed. The Board of Directors may promulgate and amend additional rules governing hurricane shutters from time to time."

**Definitions:**

1. "Hurricane Shutter" shall mean any device, permanently or temporarily affixed or attached to the exterior of a building used as protection against storm damage (i.e., water penetration by driven rain, wind damage or damage from physical objects, projectiles carried by wind or storm, etc.).
  2. "Temporary Usage" shall mean the periods of usage defined in Reference 3.
  3. "Long-term Usage" shall mean periods of usage longer than those defined in Reference 3.
  4. "Temporary protection" shall mean the use of the original developer-provided hurricane shutters, their identical replacements or any of the allowable Long-term Shutters defined herein and used in accordance with Reference 3.
  5. "Long-term protection" shall mean the use of Long-term Shutters defined herein for a period beyond that defined in Reference 3.
- A. Allowable Types of Long-term Shutters.** No Long-term Hurricane Shutter types except those approved by the Board of Directors shall be permitted. The following shutter types are permissible, and a combination of these types may be permissible on an individual unit. Final architectural guidelines and approval of the installation request shall be the responsibility of the applicable Sub-Association Board:

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- a. Clear polycarbonate type panels (e.g., Lexan).
  - b. High Impact Fabric-type Screens -- beige, cream or matching exterior wall color.
  - c. Roll down Shutters -- soft-white, cream, beige or matching exterior wall color.
  - d. Accordion Shutters -- soft-white, cream, beige or matching exterior wall color.
- B. Shutter Mounting Framework.** Framework and tracks must be ivory, white, the color of soffit trim or the color of exterior building.
- C. Maintenance and Owner Obligations.** As a condition of approval, all recorded owners of a unit requesting installation of long-term hurricane shutters agree to maintain the shutters. If the project is abandoned or the shutters are removed from the home the owners agree to return the building to its original condition (i.e., no holes are left in walls; no unpainted areas, etc.).
- D. Installation Request.** Any person desiring a long-term hurricane shutter installation shall submit a written request form to the Board no less than fourteen (14) days prior to the proposed commencement of installation. The written request shall contain the following:
- a. Name and address of the person desiring the hurricane shutters.
  - b. Unit number to which the hurricane shutters will be installed.
  - c. Name, address, telephone number, proof of insurance and state license number of the proposed contractor and proposed subcontractors who will install the hurricane shutters.
  - d. Proposed location(s) for installation of the hurricane shutters.
  - e. Proposed type, style, brand, color, material, and name and address of the manufacturer of the hurricane shutters, including a brochure of the proposed shutter installation method.
  - f. Proposed manner of installation of the hurricane shutters.
- E. Technical Specifications.** The hurricane shutters and the installation will conform, in all respects, to the State's Minimum Building Codes. All hurricane shutter installations must be permitted with the Lee County Department of Community Development. This is the responsibility of the contractor. Any fines related to not obtaining the appropriate building permits will be the responsibility of the property owner of record.
- F. Periods of Usage.** Hurricane season is from June 1st through November 30th. If homeowners are leaving prior to June 1st, or they return after

680 November 30th, long-term shutters can remain closed (i.e. up or in use)  
681 while the house is vacant. Shutters should go up no earlier than 5 days  
682 before leaving prior to June 1st and should be removed no later than 5 days  
683 after returning.

684  
685 **G. Contractor Requirements.** No person or Contractor shall install construct,  
686 affix, attach or place a hurricane shutter, unless authorized by the  
687 manufacturer as a qualified manufacturer's installer, licensed and insured.

688  
689 **H. Liability.** The owner of the unit to which the hurricane shutters are installed  
690 shall be liable for any and all damage to the common elements, Association  
691 property or the property of other owners arising out of or concerning the  
692 construction, installation or maintenance of the hurricane shutter.

693  
694 **I. Miscellaneous/Remedies.**

695  
696 1. The Association shall not be required to approve or permit any  
697 hurricane shutters, unless and until the person requesting the  
698 installation has fully and completely complied with each and every  
699 provision of this rule and regulation.

700 2. Disapproval of hurricane shutters, for any reason, shall entitle the  
701 Association to remove the hurricane shutters, or any portion thereof,  
702 or bring an action to force the removal thereof, or force compliance  
703 with these rules, as provided in the Condominium Documents  
704 including, but not limited to, an action for an injunction or damages or  
705 both. The prevailing party to any such action shall be entitled to an  
706 award of attorney's fees and costs.

707 3. No contractor, subcontractor, laborer or materials provider shall be  
708 permitted entry upon the condominium property, for purposes of  
709 actual installation, construction or delivery of materials, unless and  
710 until, the proposed hurricane shutter installation request has been  
711 approved by the Association.

712 4. Nothing in these rules shall be construed as a limitation or restriction  
713 upon any of the Association's rights or remedies, or act as an election  
714 of remedies. All rights and remedies available to the Association shall  
715 be cumulative.

716 5. The Board of Directors must be notified of installation delays.

717  
718 **2.4 RESIDENT KEY RULE.** There are times when an emergency situation arises whereas  
719 the CAM or County emergency services personnel may need to enter a Unit at Bell  
720 Tower Park when the resident is not at home. Such emergencies include water  
721 running, smoke, etc.

722

723 When such emergencies occur, it is imperative that the CAM has a unit key on file to  
724 allow for entrance into the unit based on the need for such; consequently, the  
725 following procedure will be adhered to by ALL unit owners/residents of Bell Tower  
726 Park:

- 727
- 728 1. When new residents/owners move into a Bell Tower Park unit, they MUST supply  
729 the CAM with a copy of their unit key.
  - 730 2. If unit residents/owners change the locks in their unit, they MUST supply a copy of  
731 the new key to the CAM.
  - 732 3. Residents who purchased their unit from the Developer shall check with the CAM  
733 to insure their developer's key is still in the key box.
- 734

735 The CAM will store all unit keys in a secured lockbox with a list of each unit resident's  
736 name and address.

737

738 **(NOTE: If unit is not accessible with the key provided, resident/owner will be**  
739 **responsible for ALL expense incurred to enter unit.)**

740

741 **2.5 RESIDENT DAMAGE TO GATES.** Owners will be asked to pay for the total actual costs  
742 incurred by the POA plus a fine of \$100.00 for any unreported gate/arm damage  
743 caused by the owner and/or their guest, vendor, renter, etc. Notification of the amount  
744 of the total actual costs shall be provided to the party responsible for the damage. If  
745 this event went unreported the offending party shall be given notice of the \$ 100.00  
746 dollar fine in accordance to the guidelines as set forth by the Florida Statutes.

747

748 **2.6 FISHING IN THE BTP LAKES.** Fishing is allowed by residents, and guests when  
749 accompanied by a resident, when the following conditions are met:

750

- 751 a. Individuals are on foot and located on the grassy lawn area surrounding the lakes.
  - 752 b. All required fishing permits are in place and available for inspection.
  - 753 c. Individuals are using catch and release practices.
  - 754 d. *The* privacy of other residents is undisturbed.
- 755

756 **2.7 USE OF COMMON AREAS.** The use of the Common Areas is designated for owners,  
757 renters and guests as provided for in the Declaration of Covenants and Rules and  
758 Regulations.

759

- 760 1. Owners may reserve the use of the club house for a specific function with the prior  
761 approval of the CAM acting on behalf of the Board of Directors. Each reservation  
762 shall take into consideration the normal usage of the facility at the time and date  
763 requested, the purpose of the reservation and the participation of the residents in  
764 the event. The CAM may charge a fee for the reservation of the facility based on  
765 these same criteria.
- 766 2. If the purpose of the reservation is for a "for profit" function, a fee will be charged.

- 767 3. No professional, business or “for profit” function shall take place in the common  
768 areas without the approval of the CAM.  
769 4. No reservation is allowed for the fitness area or pools.  
770 5. The owner responsible for the involvement of an outside professional event in  
771 violation of these rules shall be subject to the enforcement sections in the  
772 Declaration of Covenants.  
773

774 **2.8 LANDSCAPE CHANGES.** The proscription on owner changes in common area  
775 landscaping without permission is contained in Article 4 of the Declaration. Along with  
776 “Architectural changes,” it forbids any “decorative building, landscaping, landscape  
777 device or object,” from being “commenced, erected, placed, or maintained” on parcels  
778 “unless and until plans...have been submitted to and approved in writing by the  
779 Architectural Review Board (ARB), which shall consist of the Board of Directors.”  
780

781 The maintenance of the common area outside of each unit in Bell Tower Park is the  
782 responsibility of the POA, this includes all landscaping. Over time residents have taken  
783 it upon themselves to remove plants, install new plants, install decorative pots, stone  
784 and art within the beds without prior approval of the POA as required. In essence they  
785 have violated rules and regulations dealing with landscaping. The POA however, has  
786 failed to enforce said rules over time.  
787

788 Effective April 23, 2018 the POA will begin strictly enforcing landscape rules and  
789 regulations. All those residents who are in violation prior to this effective date will be  
790 allowed to keep whatever plants, pots, stone, and art that are currently in their beds  
791 and common areas. However, we would ask that residents in violation make an  
792 attempt to come into compliance. NO resident will add or remove any item from their  
793 common bed areas without approval through the ARB process.  
794

795 **The following is a list of guidelines that are required to be followed:**  
796

797 **1. Landscape Lighting**  
798

- 799 1. Exterior low voltage lighting is allowed in landscape beds in the form of up  
800 lighting of trees or of the resident’s home. Lights may not be directed so as to  
801 form glare to a homeowner. Such lighting must be approved through the ARC  
802 process. Solar lights are allowed around rear and side landscape beds only.  
803 They must be at least three to four (3-4) feet apart and not to exceed ten (10)  
804 lights. Solar lights in the front of units must be approved through the ARB  
805 process.  
806 2. Solar lights are allowed around rear and side landscape beds only. They must  
807 be at least three to four (3-4) feet apart and not to exceed ten (10) lights. Solar  
808 lights in the front of units must be approved through the ARB process.  
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**2. Statues, Sculptures, Fountains & Lawn Ornaments**

1. Of the approved items listed, owners will be allowed a combination of any TWO (2) items per planting bed.
2. Small statues, sculptures, fountains and lawn ornaments, no larger than 42” high are allowed in the planting beds and entry ways. They must be placed so as not to interfere with the maintenance of the beds. Placement of such items must be approved through the ARB process. Any such items that are unsecured must be brought in during a named storm.
3. Two Shepard hooks with a maximum of two hooks may be placed in the approved planting beds.
4. Gnomes will NOT be allowed in the common areas or planting beds
5. Pots for plants must be of a decorative nature. Decorative pots must have live plant material in them. A maximum of three pots will be allowed with no more than two in a single planting bed. The homeowner must maintain the plants in the pots. Dead or dying plants must be removed and replaced. Artificial plants are not allowed. Pots must not interfere with lawn/landscaping maintenance or sidewalks and their location is restricted to mulched areas or paver covered areas.

**3. Decorative Stone & Borders**

1. Natural landscape decorative stone must be approved through the ARB process.
2. All landscape rock must be approved through the ARB process.
3. Landscape borders may be installed around existing and new planting beds. Borders shall be made of masonry material. The temporary edging of planting beds is allowed with approved materials. However, the ARC reserves the right to mandate removal of such edging materials if it deems them to be unsightly. The addition of permanent borders requires ARB approval

**4. Plants & Mulch**

1. Any new planting within the Community, whether by resident or contractor, can only be planted if it is on the approved plant list and approved through the ARC process.
2. All planting bed areas must be mulched with the same type and color mulch as used by the Association.

**5. General Landscaping**

The Homeowner must submit a landscape plan (to include a plot plan) for ARB approval prior to any alteration of the original site plan that involves the removal

854 of existing plants or trees (living or dead), changing the size of planting beds,  
855 and/or the addition of new trees or plants.

856  
857 If the ARB denies a request and the homeowner wishes to appeal the denial, it will  
858 be presented to the full POA Board of Directors for final determination. Failure to  
859 follow said rules may result in a letter being sent to the owner requesting they  
860 come into compliance within a specific period of time. Failure to comply may result  
861 in a fine being levied per the fining policy.