

Safety Harbor Club

Rules and Regulations

February 2026

The Safety Harbor Club is a collection of private homes and townhouses organized into a Homeowners Association. The goal of this Association is to maintain a quiet, peaceful and family atmosphere, in a natural island setting, for the members, their guests, and tenants.

As a member you are entitled to the use of the Club's amenities, and certain rules and regulations are necessary to maintain the Club's goal. Please abide by all posted instructions, and review your governing documents on a regular basis. They are full of helpful and necessary information.

The following rules and regulations have been compiled from the Third Restatement of Amended Declaration of Covenants, Conditions and Restrictions, and from the By-Laws, Articles of Incorporation, and Board Resolutions of the Board of Directors. These rules and regulations apply to all members, tenants, guests, and visitors.

Definitions

MEMBER: any person who holds title to a lot or parcel within the Club, any member of a partnership or corporation owning a parcel, or any record holder of a Class "C" agreement. The Club reserves the right to request proof of ownership. Children and family of owners are not members.

Tenant/Renter: anyone who pays to use a member's property.

Guest: anyone who is not paying rent but is residing in a member's home at the invitation of the member, either while the member is in residence or in the member's absence.

Visitor: any non-member invited by a member, member's guest, or tenant to visit for a day or part of a day.

Registration and Privileges

All tenants/renters and guests are required to be registered with the Club office prior to arrival. Members who rent their units are required to report rentals to the office at least ten (10) days prior to the renters' arrival. Members who book a rental less than ten (10) days prior to the renters' arrival must provide the office with confirmation of the booking date. The report must include the names of the renters, the number of renters, and the dates of rental along with the renters' contact information. Passes will be issued to be applied to a renter's golf cart and/or boat.

Children of owners are not members. They shall, however, have privileges and not be charged temporary membership fees for occupancy.

Visitors are permitted to use Club facilities, but only when accompanied by the host member. Visitors mooring at any of the Safety Harbor Club docks must obtain a temporary pass from the office and display it on their boat.

Requests for Temporary Boat Docking Passes

Advance Notice Required: Any homeowner whose guest, renter, tenant, or visitor wishes to dock a boat on Association property must notify the Association office no later than three (3) days in advance of the intended docking date.

Required Documentation: At least three (3) days prior to docking, the homeowner (or their guest/renter/tenant/visitor) must provide the Association with a copy of the boat's current registration and a copy of the boat's current insurance policy, showing active coverage.

Accuracy of Documents: All submitted documentation must be accurate, valid, and legible. Submission of inaccurate or false documents will result in immediate denial or cancellation of docking privileges.

Boat Pass Authorization: A temporary boat pass will only be issued once the required documents have been reviewed and approved by the Association office. If the required documentation is incomplete, inaccurate, or not received within the required time frame, the Association reserves the right to deny issuance of a boat pass.

Enforcement: Failure to comply with this rule may result in the suspension of docking privileges for the guest/renter/tenant/visitor, and repeated violations may result in fines or suspension of the member's docking privileges, as permitted by Chapter 720, Florida Statutes and the Association's governing documents.

Activities on Club Property

The roster or directory of Club members shall not be given to anyone by a Club member. The names, addresses, phone numbers or e-mail addresses are not available as a mailing list under any circumstances except for Club purposes.

Embarking from or disembarking onto Safety Harbor Club PUD property or docks is limited to members and members' guests, visitors, and registered tenants. Any and all others must have permission in writing from Club management.

No business or commercial activity of any kind shall be conducted on or in any Unit or the Common Elements unless approved by the Association. No "For Sale" signs or any advertisements are permitted anywhere in the Development, unless approved in advance by the Club.

No nuisance, noxious, or offensive activity shall be carried on in the Common Elements or anywhere within the Planned Unit development; nor shall anything be done therein which is or may become an annoyance or nuisance to the owners or occupants of the Development.

Owners agree to keep their Units free of debris or unsightly materials that may be a public nuisance and this includes the back of the townhouses. In the event an owner shall fail or refuse to keep the property free of such debris or materials, the Association shall have the right to enter upon such property and remove such debris and charge the owner for this service. Railings are to be kept free of laundry and towels.

Vehicles

The only means of transportation within the Development shall be electric operated golf carts, bicycles, or other similar mechanisms. Internal combustion engine vehicles are prohibited, with the exception of construction, maintenance, or emergency vehicles. All electric carts must be mechanically sound and have affixed a current Safety Harbor Club decal with the Unit number displayed.

Carts may be parked outside the owner's Unit only in areas of the Common Elements identified for that purpose. Parking of carts identified with a Club pass is permitted for periods up to 24 hours in these areas. Carts improperly parked or not identified will be towed to the maintenance or laundry area.

Rules and Regulations

Golf Cart Rules

1. All carts must be mechanically sound and affixed with a current Safety Harbor Club decal which clearly displays the member's unit number. All other carts should be affixed with a temporary pass available at the Club office.
2. The operator of a cart must be at least sixteen years of age and have a valid driver's license.
3. Club members or their guests, tenants, or visitors shall be fully responsible for all damage or destruction to the Club facilities or injury to any person caused by such person.
4. Carts must be operated only on such roads as designated and must be operated in a safe and careful manner. Carts are not permitted on the beaches and in other non developed areas. Carts operated by unauthorized persons or in a careless or dangerous manner may be confiscated.
5. Golf cart speed should not exceed 10 miles per hour on road stretches and should be reduced at intersections.
6. All golf cart passengers must be seated.
7. Do not drive carts on any docks or wharfs.
8. Vehicles with internal combusting engines are prohibited as of 1/1/24, with the exception of Harbor Bend Drive between Bartlett and Escondido, as well on an individual temporary basis for construction, as specifically deemed appropriate by the management office. This prohibition also appears in the Association's Covenants.
9. Electric vehicles outside of the speed and/or weight specifications of a typical passenger golf cart and/or in excess of 48" wide are not permitted. ATVs, UTVs, side-by-sides, and similar vehicles are not golf carts and are prohibited within the planned development. The exception is on Harbor Bend Drive between Bartlett and Escondido. Exemptions for construction on an individual temporary basis, as specifically deemed appropriate by the management office, are available from SHC management.

Tennis Rules

1. All players must register with name and Unit number before starting to play. Registration is limited to one court per Unit.
2. Courts may be reserved only one day in advance.
3. Once players have completed play, they may sign up for the next available hour.
4. Play is limited to one hour when others are waiting to play.
5. Proper tennis shoes are required. Proper tennis etiquette should be observed at all times. No excessive noise or profanity will be allowed.
6. When play is crowded, doubles play should be given priority over singles play.

7. When players exit the tennis courts, the gate should be closed to help prevent wildlife from wandering out on the courts.

Pool Rules – No Running – No Diving

1. Please shower and remove suntan oil before swimming.
2. Swimming is prohibited after posted hours.
3. Children under 12 years of age are not allowed the use of the pool unless accompanied by an adult. Diapered children are required to wear appropriate swimwear while in the pool.
4. Glass objects are not allowed in the pool area. Please dispose of trash in the provided receptacles.
5. Playing of radios is limited to radios with earphones.
6. Smoking is permitted in designated smoking areas only.
7. Posted pool rules shall be observed at all times.
8. All gates around the pool should be closed and latched at all times.

Clubhouse, Ice Machine, Snack Bar and Gas Grill

1. The clubhouse door combination is available at the office and a decent library of books is contained inside.
2. The ice machine code is also available at the office.
3. The clubhouse, snack bar and gas grill are available for member use for gatherings and events and need to be reserved for specific times and dates through the Club office. It is expected that after a member uses any of these facilities, that they will be returned to pre event condition. If Safety Harbor Staff have to follow-up and clean or remove debris, etc., the member will be charged accordingly.

Renters/Tenants

Temporary passes, issued by the Office, must be displayed on golf carts and boats.

A-Members

1. The size of a rental party in a member's house cannot exceed six individuals.
2. There is a minimum of five days per rental.
3. There is a minimum age of 25 for the primary renter.
4. Pets are not permitted.

C-Members

1. The size of the rental party is limited to six individuals using the Club's amenities and common elements at one time, with the exception of the docks or bulkhead area when arriving and leaving the island.
2. Pets are not permitted within the planned development, with the exception of arriving and leaving the island.

Animals and Pets

1. The raising or breeding of any animals is prohibited in the Club.
2. Members may keep household pets, provided they are not a nuisance. Renters and guests are not allowed pets.
3. All household pets must be on a leash at all times in the Common Elements of the Club. Members are required to pick up after their pets.
4. Household pets are strictly prohibited in the pool area, restaurant (OTW), and clubhouse.
5. Any household pet causing a nuisance or disturbance shall be permanently removed from the Development upon 3 days written notice to the owner of the Unit containing such pet.

Animals and Wildlife

Please enjoy our wildlife, but do not feed any wildlife as this causes them to lose their fear of humans and to become aggressive and a nuisance. There are no harmful species if left alone. Watch and enjoy but do not throw anything at them or otherwise disturb their habitat. There may be a resident alligator in the lake; so the lake is out of bounds with exception of the path around the lake and swimming in the lake is prohibited.

1. Please respect the wildlife and do not feed any animals. This is especially important in regards to alligators. It is considered a misdemeanor in Florida to harass or feed an alligator which can result in a severe fine.
2. The leaving of foodstuff and pet food about the Units will attract rats, raccoons, and other pests.
3. The snakes, turtles, tortoises and other native animals shall be left alone. They are protected species with a serious fine for disturbing them.

Docks and Wharfs

1. All docks are for members, member's tenants, and for the member's guests.
2. The office has boat stickers for your boat windshield and they should be permanently affixed.
3. Guests may display a special permit issued by the Club office.
4. Each and every dock space is available on a first come, first serve basis, no explicit reservations.

5. There is only one space per member if the docks are full.
6. Members are discouraged from leaving personal property, e.g. lines, fenders, etc., on the docks or pilings. Fenders should be attached to your boat, not the dock.
7. Special docking permits may be given to our employees or contractors on a space available basis.
8. Townhouse owners have the first priority to use the T Dock spaces and then other members on a first come, first served basis.
9. Owners may not leave their boats at the docks without a designated person to monitor their boats if they are off island.
10. If owners are off island for more than two weeks they may not leave their boats at the docks while they are gone.
11. As a courtesy, consideration should be given to boats in excess of 25' to dock along the perimeter of the main wharf, the interior of the bulkhead, and the face of the T-Dock.
12. Boats with a beam greater than 10 feet are only permitted on the interior or the south end of the Main Wharf and the bulkhead in accordance with our Submerged Land Lease.
13. Larger boats mooring inside the Main Wharf should use the slips further west.
14. No docking is permitted on the outside west side of the Main Wharf or the access walkway.
15. Please observe and comply with all dock and wharf signage.
16. The Loading /Unloading area is at the corner of the bulkhead. Please do not leave your boat unattended at that location. Normal loading times are 30-60 minutes.
17. Island Girl Taxi has priority for docking on the east side of the bulkhead.
18. It is the responsibility of boat owners/operators and/or members/guests/renters/tenants to, in the event of a storm event, such as a tropical storm or hurricane, or upon notice from the Association's Board of Directors, clear the dock slips at Safety Harbor Club of their vessel(s). It is the responsibility of the owner/operator of and/or member/guest/renter/tenant responsible for the boat, prior to evacuation time, to make arrangements for safe, alternative anchorage outside of the Association's property for his or her respective vessel. The Association shall have the right at its sole and absolute discretion, but not the obligation, to tow unattended boats to another anchorage or boat yard at the boat owner's sole expense and sole risk. If a boat owner/operator and/or member/guest/renter/tenant fails to remove his or her boat and the dock or slips suffer damage due to the presence of the boat or the boat sinks or is capsized, the boat owner/operator and/or member/guest/renter/tenant is solely liable to the Association for the cost of the repair to the dock and/or slip and removal of the boat.

Trash and Garbage

1. Trash and garbage must be securely confined in plastic trash bags and placed in the trash cans located in the wooden collection box under or behind each Unit.
2. The Association has designated day(s) for trash collection. Please check with the Office for the current collection day(s). Loose trash and garbage is not permitted as it attracts pests and gets scattered.
3. Garbage bags in excess of two garbage can capacity will be collected at an additional cost of \$5 per 30 gallon bag.
4. Maintenance of the wooden garbage box is the responsibility of the Unit owner.
5. Owners will be charged for clean-up of trash collection boxes if necessary.

Pull Carts

Complimentary pull carts are provided for members' use and are located at the T-Dock, bulkhead, and wharf parking areas. Please return these carts to their original location after you have used them.

Fires, Barbeque, Open Burning

As fire is a concern, please, no open fires, open burning, or unattended barbecues. Barbecues must be placed on the sand, away from porches and buildings. Be cautious with smoking materials. Note the location of fire extinguisher and fire hose. All well houses are equipped with fire hoses.

Note: For medical and fire emergency only, dial 911. Give the operator all necessary information. Please remain by the phone, or have your cell phone with you, in case further contact is necessary.

Membership

The Association shall have two classes of members as follows:

Class A. Class A members are Unit owners who own property within the Planned Unit Development (PUD). They are entitled one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons are members. There are 87 Class A memberships.

Class C. Class C memberships are available to property owners outside the Planned Unit Development. They are non-voting memberships that allow members the use (not ownership) of the Common Elements of the Development. Class C members must abide by and adhere to all of the same rules and regulations as a Class A member within the planned development. There are 43 Class C memberships.

Change of Ownership

Notice of all sales of property and changes of ownership must be provided to the Club office 30 days in advance of the closing and complete the Sale and Transfer Authorization Form. . This is to allow the title company to properly ascertain the assessments and pro-rations.

Class "C" Membership Changes: Class "C" memberships changing property descriptions need Club approval.

There is a \$1000 transfer fee for all ownership transfers.

Assessments

Purpose: The annual assessments shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Development, and for the improvement and maintenance of the Common Elements situated within the Development.

Assessments are billed quarterly, in advance, on the 15th of December, March, June, and September. Billing for member services are done monthly. Bills and statements are sent out via e mail. They are due and payable within 30 days from receipt.

Effect of Non-payment: All accounts become delinquent 30 days after the due date. After the account is 60 days delinquent the Club may take appropriate action to include posting the member's name or names at the Club office, and the suspension of services and the use of Club amenities including water, dockage, pool, tennis, the pool, and the use of the remaining common elements.

This suspension will be in effect until the account is brought up to date. In the event it is necessary to suspend privileges, the Club may require that all annual assessments for the fiscal year be paid in advance. Additional sanctions may apply as more fully described under the Violation of the Governing Documents Section of these Rules, and the Club reserves the right to refer the delinquent account to legal counsel as an additional collection effort, and to place a lien on the property if the assessment remains unpaid. Nonpayment of delinquent "C" member assessments and invoices are subject to the same collection efforts as "A" members but in lieu of filing a property lien the membership may be terminated. All delinquent accounts will bear interest at the rate of 18%.

Rate of Assessment: The Board of Directors shall determine the amount of the annual assessment. This should not exceed the previous year's assessment by more than 15%. Any budget requiring an assessment increase exceeding 15% must be approved by a majority of the membership, voting in person or by proxy.

Special Assessments: In addition to the annual assessment, the Board may levy in any assessment year a special assessment for the purpose of defraying in whole or in part the cost of any construction, repair, purchase, or replacement of a capital improvement on the common elements.

Temporary Membership Fees

When members rent their units and the tenants occupy the unit in the member's absence the Club's Common Elements and amenities are subject to additional use and subsequently additional wear and tear. Accordingly, all A members who rent their units for less than 60 days will be assessed a \$25/day temporary membership fee. C members will be assessed a \$15/day temporary membership fee. The long-term (over sixty days) fee for renters is \$1.50/day. Beginning 1/1/24, the temporary membership fee will be deposited into a savings account, specifically reserved to improve, and maintain the common areas. An additional \$50/day temporary membership fee will be assessed to a member whose renter/tenant moors a boat at the Safety Harbor Club docking facility

during their stay. The above temporary membership fees do not apply to a members unaccompanied guest or guests. The temporary membership daily charge is reviewed annually by the Board of Directors during the budgeting process and is subject to change.

Repairs to Individual Units

1. The Association has no direct responsibility for the repairs and maintenance of individual Units.
2. Requests for repairs from the staff must be authorized by the owner or agent.
3. We reserve the right to refuse requests that we feel are beyond our scope and for any other reason.
4. Work will be done on an emergency/ high priority first basis, and then first come, first served.
5. All work is done on a time and materials basis. Current hourly rates apply, and a margin of profit to the Club will be included.
6. In cases of an emergency we will make our best effort to either respond or direct the request to an appropriate source.

Building Review Committee (BRC)

Plans and specifications for any new dwelling or exterior alterations of an existing dwelling, and landscaping shall be submitted for the approval of the BRC prior to the commencement of the construction or landscaping project. Applications are available at the Club office. Work may proceed only after written approval from the BRC has been received.

The BRC shall have the duty and power to:

- (a) require and review site plans for location and orientation of dwellings and accessory structures; for location of driveways and walkways; and for location of site utilities;
- (b) require and review all re-grading and landscaping design plans;
- (c) require and review all building plans and specifications to any structure to be constructed or altered on a Unit or on a Common Element; and
- (d) approve, reject or require modifications to the plans and specifications in paragraphs (a),(b), and (c) above.

Other Sections in the Covenants that fall under the scope of the BRC include Guidelines for the Location of Residence, Design, Color and Materials, Size of Dwelling, and Other Restrictions.

Violation of the Governing Documents

Every Owner and occupant of a Unit, and all agents, invitees and guests of such persons, shall comply with the Declaration of Covenants, Conditions and Restrictions of Safety Harbor Club, Inc., the Association's Articles and By-laws, the Decisions and Guidelines of the BRC, and the Association's Rules and Regulations ("Governing Documents").

Sanctions may be imposed for any violation of the Governing Documents including, but not limited to imposing reasonable monetary fines up to \$100 per day of a continuing violation, to a maximum of \$5,000 for any one violation, suspending a Member's rights to use the Association's facilities and Common Elements, suspending services provided by the Association, exercising self help or taking action to abate any such violation at the Member's expense, and to prohibit the access or performance of activities on the Property or at the Unit, by others.

Continuing Adaptation

The Board shall adopt other Rules and Regulations from time to time governing the use and enjoyment of the Development as the Board in its sole discretion deems appropriate or necessary.

Harmony

"A pleasing combination of elements in a whole". Nature has provided us with its pleasing elements – we have to add ours. We are our own caretakers, and the success of the Club depends on each member's continuing commitment to the common good of all members.

Member Conduct Rule

Member Conduct Rule Members and guests are to be respectful of Club employees and are not permitted to abuse or reprimand them, or in any way to interfere with their work. The Club has a Zero Tolerance Policy for verbal abuse or disorderly conduct on Club property and in dealings with Club employees. All persons while on Club property or dealing with Club employees shall act courteously and they shall not act in a disrespectful, abusive or disturbing manner toward each other or toward Club employees. For example, crude, vulgar or offensive (to a normal individual) language is a violation of this rule, as is harassment and attempted management or discipline of Club staff. Complaints regarding specific employees may be made in writing to the General Manager or to the President of the Club.

Boat Docking Rule

Any boat docked on a Safety Harbor dock overnight is required to have proof of insurance and registration on file at the Club Office.

Rules Governing Member Participation at Meetings

Pursuant to Section 720.303(2)(b), Florida Statutes, the Board of Directors of Safety Harbor Club, Inc. (the "Association") adopts the following rules governing the frequency, duration and manner of Member statements at meetings:

General; Rules of Decorum and Civility for Participation at Meetings.

1. All Members, Member's spouses and permitted invitees attending Board of Directors meetings or Member Meetings of the Association shall conduct themselves in a respectful and peaceful manner and refrain from engaging in disruptive behavior. Any person who fails to observe the rules of decorum of a meeting will be asked to stop the offending behavior. If the person fails to stop the offending behavior after being asked to do so, the person will be asked to leave the meeting. Violation of these Rules will result in the offending person being subject to a fine and/or having his/her use rights suspended, including suspension of the right to attend future meetings.

2. Rules of Decorum and Civility For Participation at Meetings.

(a) Members speaking at a Meeting shall focus on the agenda item for which said Members will speak, not on persons or personalities.

(b) Sidebar discussions while others are speaking are not permitted.

(c) Anger, rudeness, ridicule, impatience and/or lack of respect for others are not acceptable behavior at a Meeting.

(d) Demonstrations in support or opposition to a speaker or matter raised at the Meeting, such as clapping, yelling, cheering, booing, hissing or other annoying or intimidating sounds or body language are not permitted at a Meeting.

Board of Director Meetings.

1. All members of Association have the right to attend all meetings of the Board of Directors, except for "closed" meetings of the Board held under Section 720.303(2), Florida Statutes. No person, other than a member and a member's spouse, may attend meetings of the Board of Directors, unless required by Florida law or permitted by the Board of Directors in writing and in advance of the meeting.

2. If requested by the Board, any Member desiring to speak at a Board of Directors meeting must indicate which agenda item(s) said Member will speak.

3. Time will be set aside at the **END** of the Board of Directors meeting for Member statements. NOTE: OPTIONAL: Time will be set aside before the Board vote on each agenda item for Member statements limited solely to the agenda item up for vote.

4. Members can only speak on agenda items. Members can only speak one-time in reference to a specific agenda item. A Member cannot designate another person to speak for a him or her (other than said Member's spouse or Member's attorney).

5. Members can only speak for 3 minutes on each specific agenda item. Members must stay on topic and are not permitted to have a discussion or question/answer session with the Board of Directors. Members cannot "yield" their speaking time to another Member for the purpose of extending a Member's speaking time.

6. Members are not permitted to participate in the Board of Directors' deliberations or votes.

Member Meetings.

1. All members of Association have the right to attend all meetings of the Members of Association. No person, other than a Member and a Member's spouse, may attend meetings of the Members of Association, unless required by Florida law or permitted by the Board of Directors in writing and in advance of the meeting.

2. Any Member desiring to speak at a Members meeting must indicate which agenda item(s) said Member will speak.

3. Time will be set aside at the beginning of the Members meeting for Member statements.

4. Members can only speak on agenda items. Members can only speak one-time in reference to a specific agenda item. A Member cannot designate another person to speak for him or her (other than said Member's spouse or Member's attorney).

5. Members can only speak for 3 minutes on each specific agenda item. Members must stay on topic and are not permitted to have a discussion or question/answer session with the other Members in attendance. Members cannot "yield" their speaking time to another Member for the purpose of extending a Member's speaking time.

Committee Meetings.

1. All members of Association have the right to attend all Committee meetings that must be open to the Members pursuant to Section 720.303(2)(a), Florida Statutes. No person, other than a Member and a Member's spouse, may attend meetings of a Committee, unless required by Florida law or permitted by the Board of Directors or the Chairman of the Committee in writing and in advance of the meeting.

2. If requested by the Chairperson of the Committee, any Member desiring to speak at a Committee meeting must indicate which agenda item(s) said Member will speak.

3. Time will be set aside at the beginning of the Committee meeting for Member statements.

4. Members can only speak on agenda items. Members can only speak one-time in reference to a specific agenda item. A Member cannot designate another person to speak for him or her (other than said Member's spouse or Member's attorney).

5. Members can only speak for 3 minutes on each specific agenda item. Members must stay on topic and are not permitted to have a discussion or question/answer session with Committee members or other Members in attendance. Members cannot "yield" their speaking time to another Member for the purpose of extending a Member's speaking time.

Taping of Meetings.

1. Members are permitted to tape record or video meetings of the Board of Directors, Members and Committees. A Member desiring to tape record or video a meeting must sign-in at the start of the meeting and indicate that he/she will be tape recording and/or taking video of the meeting. If a person fails to sign-in and/or to indicate that he/she will be tape recording and/or taking video, said person shall not tape record and/or video the meeting.
2. No tape recording or video taping of any meeting shall interfere with or obstruct a meeting.

Discipline.

1. If any person fails to observe the rules of decorum of a meeting and/or fails to observe and comply with the foregoing Rules governing Member participation at meetings, said person will be asked to stop the offending behavior. If the person fails to stop the offending behavior after being asked to do so, the person will be asked to leave the meeting. Violations will result in the offending person being subject to a fine and/or having his/her use rights suspended, including suspension of the right to attend future meetings.

SAFETY HARBOR CLUB, INC.

**BOARD RESOLUTION ADOPTING INSPECTION AND
MAINTENANCE OF ASSOCIATION OFFICIAL RECORDS POLICY**

WHEREAS, Section 720.303(4)(c) (2026) of the Florida Homeowners' Association Act (the "Act") provides that the Association shall adopt written rules governing the method or policy by which the official records of the Association are to be retained and the time period such records must be retained, and such information must be made available to the parcel owners through the Association's website or application; and

WHEREAS, Section 720.303(5)(g) (2026) of the Act provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, records to be inspected and manner of record inspections; and

WHEREAS, the Board believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statutes.

NOW, THEREFORE, the following rules governing inspection and maintenance of the official records of the Association are adopted. Capitalized terms have the same meaning as defined in the Act or Governing Documents of the Association:

1. Records Defined. The official records, also referred to herein as "records," available for inspection are those designated by the Act, as the official records of the Association. Certain official records of the Association must be retained, but are not available for inspection pursuant to Section 720.303(5)(g)1.-9., Florida Statutes, as amended from time to time.

2. Records Maintained and Available. The Association will post on its website the official records identified in Section 720.303(4)(b)1. of the Act, as amended from time to time.

2.1 The records shall be retained for the period of time required by the Act, as amended from time to time. However, ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to an amendment to the Governing Documents that prohibits or regulates rental agreements as provided in Section 720.306(1)(h) of the Act, as amended from time to time, if adopted after the effective date of this Rule shall be retained in perpetuity.

2.2 No information other than as defined above shall be available for inspection, unless the Association determines it to be in the best interest of the Association to make such information available for inspection.

2.3 Any official record that is not required to be maintained on the Association website pursuant to Section 720.303(4)(b)1.a.-m. of the Act, as amended from time to time, shall be maintained in paper format or other electronic format, or a combination of both, and may be posted on the Association's website voluntarily. If retained electronically, the official records must be retained in a computerized format readable with customary programs used in computers of

consumers. All official records that are retained electronically must be properly scanned so as to be legible and complete. All official records shall be retained at the Association Office, in the Community, under the custody and control of the General Manager. Should any records be maintained off-site by a third-party agent, such as an accountant, attorney, or bookkeeper, the General Manager shall be responsible for the retrieval of said records to make available for inspection on site or electronically, unless the Association chooses to make those records available for inspection at the location at which they are kept.

3. Persons Entitled To Inspect. Owners have the right to inspect the records of the Association, as permitted by law. All references in these Rules to “Owner” will include record title holders and an Owner’s authorized representative. If a Lot is owned by a corporation, limited liability company, partnership, trust, or other entity, the Owner shall be considered the person or persons authorized to vote for the Lot pursuant to the provisions of the Governing Documents.

4. Inspection.

4.1 An Owner desiring to inspect records shall submit a written request by Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the mailing address of the Association, pursuant to the most recent online records of the Florida Secretary of State, Division of Corporations.

Requests by facsimile transmission, electronic mail (e-mail), hand delivery, regular U.S. Mail or other means do not comply with these Rules, except as provided in 4.2. Verbal requests do not comply with these Rules.

In order to facilitate fulfilling the records request, it is recommended that the written request specify the particular records the Owner desires to inspect, including pertinent dates or time periods in sufficient detail to permit Association to retrieve the exact records requested.

An Owner’s inspection request shall be deemed received by U.S. Certified Mail, Return Receipt Requested, on the date that the receipt card was signed for by the Association.

4.2 Inspection of records shall be restricted solely to those records designated in the written request for inspection and shall be conducted solely by the Owner signing the inspection request, or his or her authorized representative. No inspection of any other records shall be permitted. Notwithstanding the foregoing, if there is an additional request while inspecting the records, such records shall be requested in writing and hand-delivered to the Association’s representative at the inspection, and the Association shall have an additional ten (10) business days to provide access from the date of hand-delivery.

4.3 An Owner shall not submit more than one (1) written request for inspection of records within ten (10) business days from the last request made by the Owners. Any request submitted more frequently shall be null and void.

4.4 Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in Lee County or within forty-five (45) miles of the Community. No Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

4.5 Records shall generally be made available for inspection by the Association on or before the tenth (10th) business day subsequent to receipt by the Association of the written request for inspection. This time frame may be extended upon agreement of the Owner or for good cause. In addition, this time frame may be extended on the agreement of the parties in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Owner in writing (including e-mail), that the records are available and the location of the records and request that the Owner schedule a date and time for such inspection. The Association may also propose a time and date for the inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "business day" means Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association or office where the records are being made available for inspection is closed. For purposes herein, "normal business hours" shall be between the hours of 8:00 A.M. and 2:30 P.M., all on a business day. No Owner shall be entitled to inspect records for more than eight (8) hours cumulatively in any calendar month.

4.6 If, at, or subsequent to inspection, an Owner desires to have a copy of a record, the Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be provided. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, and the Owner has requested copying of 25 or less pages of records, then copies of the records shall be available contemporaneously with the inspection. If, however, the records to be copied exceed 25 pages, or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company or make the copies at the location of the records, but available for later pick-up. If copied at the location where the records are kept, copies in excess of 25 pages shall be made available for pick-up by 5:00 P.M. within three (3) business days from the date of the inspection, the day of inspection not counting in calculating this deadline. Copies made by an outside source shall be available as soon as a copying service can reasonably pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place records are kept or produced for inspection. Owners requesting copies must arrange for pick-up of records. The Association has no obligation to mail or otherwise deliver copies to any place.

4.7 The Association shall allow an Owner to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Owner with a copy of such records. The Association may not charge an Owner for the use of a portable device.

4.8 An Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall be twenty-five cents (\$.25) per page. If copies are made by outside vendors, actual costs shall be charged to the Owner. Payment in advance for the cost of copies shall be required. In addition to the foregoing, the Association shall impose fees to cover the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour. Personnel costs will be charged at twenty dollars (\$20) per hour. Personnel costs shall not be charged for records requests that result in the copying of 25 or fewer pages. No copy of a record shall be made unless and until payment for the copy is received.

4.9 If records are kept on computer format, the Association may print such records to paper, and may charge its copy costs specified above for such printing. The Association may, but shall not be obligated to allow Owners to access the Association's computer system. If the Association provides access to records through a computer supplied by the Association or the office in which records access is being conducted, the person inspecting the records shall not e-mail the records inspected to any other computer, person, or e-mail account, review other content or programs on said computer, nor otherwise in any fashion download, forward, or otherwise transmit or manipulate the data he or she reads during the inspection of the records by review on electronic mail, internet or computerized format.

4.10 The Association may comply with its obligation to make records available for inspection by providing them to the Owner by electronic mail, the internet, a website operated by or on behalf of the Association, an application on a mobile device, or making them available in a computerized format readable with customary programs used in computers of consumers. If the Association provides the records in such format, the Association is not required to do so in the future. Further, if an Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

4.11 Many of the Association's official records, whether legally required to be or not, are posted on the Association's website. It is requested that Owners search for the requested records on the Association's website before submitting a records request to the Association.

5. Manner of Inspection.

5.1 For purposes hereof, an Owner and the Owner's authorized representative shall be considered one (1) person. Except as otherwise provided in Article 3 hereof, if inspection is requested by any person other than a record Owner of the Unit, said request shall not be recognized

by Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative, or unless such person is an Attorney at Law, admitted to practice in the State of Florida.

5.2 All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied, nor the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

6. Enforcement of Inspection Rules.

6.1 Any violation of these Rules may result in the immediate suspension of the inspection.

6.2 Any requests for inspection not complying with these Rules need not be honored, but in such cases the Association shall mail, e-mail, or hand-deliver a written response to the person requesting inspection and shall indicate how the request fails to comply herewith.

6.3 The Board may take whatever appropriate legal action is available against any person who fails to comply with these Rules.

6.4 Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

6.5 The President of the Association, or the General Manager (under the direction of the President), has the authority to interpret and implement the provisions of these Rules and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

This Resolution was adopted at the Board of Directors' Meeting held January 24, 2026. There are 9 total Board members. The number of Board members who voted in favor of this Resolution is 9. The number of Board members who voted against this Resolution is 0. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

SAFETY HARBOR CLUB, INC.

By: _____

Caitlin Stewart, President

Date: _____

(CORPORATE SEAL)

SAFETY HARBOR CLUB, INC.

**BOARD OF DIRECTORS' RESOLUTION ESTABLISHING ASSOCIATION
ELECTION PROCEDURES**

WHEREAS, Safety Harbor Club, Inc. ("Association") is the entity responsible for the operation and management of Safety Harbor Club, as described in the Declaration of Covenants, Conditions, Restrictions and Easements of Safety Harbor Club, originally recorded at O.R. Book 1531, Page 1784 *et seq.*, of the Public Records of Lee County, Florida, as amended from time to time (the "Declaration"); and

WHEREAS, the Board of Directors (the "Board") of the Association is responsible for the day-to-day administration of the affairs of the Association; and

WHEREAS, Article V, Section 12 of the Declaration provides that the Board shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Elements, as the Board in its sole discretion deems appropriate or necessary; and

WHEREAS, Article VII, Section 1(a) of the Bylaws provides that the Board shall adopt and publish rules and regulations governing the use of the Common Elements and facilities, including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations; and

WHEREAS, Article IV, Section 2 of the Bylaws provides that Directors shall be elected, in staggered terms, at the annual meeting of the members by a plurality vote; and

Article V, Section 1 of the Bylaws provides that at the Annual Meeting of the members to elect directors, the Club secretary shall list all candidates who submit a letter to the Club secretary of the Board prior to the date set by the Board for receipt of such letter. Election to the Board of Directors shall be by written ballot. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted; and

WHEREAS, the Bylaws do not contain any further procedure by which the election is to be conducted; and

WHEREAS, the Board wishes to adopt by this Rule an election process which will allow the Members of the Association to nominate themselves as candidates in advance of the Annual Meeting at which the election is to occur.

NOW THEREFORE, based on the foregoing, the following shall serve as the election process contemplated by Section 720.306(9)(a), Florida Statutes:

1. The Board of Directors shall be elected by secret written ballot, voting machine, or by online voting to the extent permitted by applicable law, as amended from time to time. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. No Member shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. In

the event the Association permits online voting and same is permitted by law, as amended from time to time, the provisions of this Section which require written notice, written ballots, envelopes, mail, or hand delivery shall not be applicable to those Members consenting to use electronic transmission of notices and/or online voting.

1. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of the election. Any eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Any eligible person may also submit a resume, no larger than 8½ inches by 11 inches, not less than thirty-five (35) days before the scheduled election. Not less than fifteen (15) days before the election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with any timely submitted candidate information sheets, ballots, and envelopes.

2. The written ballot shall indicate in alphabetical order by surname, each and every eligible person who desires to be a candidate for the Board, unless such person has, prior to the mailing of the ballot, withdrawn his/her candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No ballot shall contain a section providing for the signature of a voter.

3. The ballots must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the Unit address for which the vote is being cast, and the signature of the Member casting that ballot. If the eligibility of the person to vote is confirmed and no other ballot has been submitted for that Unit, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. The Board may establish a due date for the ballots, which may be in advance of the date and time of the annual meeting and election.

4. Envelopes containing ballots received by the Association shall be collected and retained by the Association. Within the discretion of the Board, any ballots received by the Association before the annual meeting and election may be reviewed, verified, and opened by an election committee or by persons designated by the Board, at a date and time established by the Board from time to time.

5. An election committee, or other persons designated by the Board, will verify that only one ballot was received from each Unit by checking it against the Association's list of Members. Upon the commencement of the counting of the ballots at the annual meeting or election meeting, the polls are closed, even if no such motion has been made and approved, and no further ballots can be accepted.

6. In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held, and the pre-qualified candidates shall automatically become members of the Board upon adjournment of the annual meeting. No nominations from the floor will be allowed.

7. Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No Member may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be elected. A tie vote shall be broken by agreement among the candidates who are tied. In the event the Directors cannot agree on which among them shall serve, the Board shall hold a “run-off” election, wherein those receiving the most votes will be elected.

8. The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with this Resolution and Chapter 720, Florida Statutes, as amended from time to time, relative to election procedures is sufficient.

This Resolution was adopted by the Board of Directors on the 9th day of February 2026. There are nine (9) total Board members. The number of Board members who voted in favor of this Resolution is 7. The number of Board members who voted against this Resolution is 0. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

SAFETY HARBOR CLUB, INC.

By: _____
Caitlin Stewart, President

Date: February 9, 2026

(CORPORATE SEAL)