

Waterview Landing

Rules and Regulations

Amended June 9, 2026

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Rules and Regulations

Welcome to Waterview Landing at Babcock Ranch! We hope you and your family will enjoy your new home and the Babcock Ranch Community at your disposal.

This package will inform homeowners about amenities and Rules and Regulations of Waterview Landing. We are a private, gated community with a Homeowner's Association with Rules and Regulations.

As a private community, only homeowners, lessees, and their families, guests and invitees have the right to use the common areas.

DEFINITIONS

For the purposes of these Rules and Regulations the following terms, whether appearing in uppercase or lowercase letters, shall have the meanings set forth below:

BOARD OF DIRECTORS- shall mean the duly elected board of directors of the Waterview Landing Homeowners Association.

COMMUNITY- shall mean the residences, amenities and common areas located at Waterview Landing.

DAWN TO DUSK- shall mean the period of time beginning at sunrise on any given day and ending at sunset the same day.

HOMEOWNER- shall mean any natural person or corporation, limited liability company or similar entity named on the deed for a residence located in the Waterview Landing community.

HOMEOWNER'S ASSOCIATION - shall mean the Waterview Landing Homeowner's Association.

LEASED UNIT- shall mean any residence located in the Waterview Landing community which has been leased by the owner of said residence pursuant to a written lease approval.

PROPERTY MANAGER - shall mean the Property Management firm or any successor property management firm retained by the Board of Directors.

RESIDENT- shall mean any natural person who is occupying a residence located in the Waterview Landing community and (i) is named on the deed for said unit, (ii) is a tenant in a leased unit or (iii) occupies a residence. If an ownership interest in a residence located in the Waterview Landing community is held by a corporation, limited liability company or similar entity, the resident, for the purposes of these Rules and Regulations, shall be limited to those natural persons occupying the unit and who have been identified to and approved by the HOA.

RESIDENT'S FAMILY- a person who is connected by blood, marriage, adoption, or through law to a resident that occupies a residence located in the Community.

RESIDENT'S GUEST- a guest of a resident who is visiting the resident at his/her house.

TENANT- shall mean any natural person who has signed a lease for a residence approved by the Homeowner's Association and is occupying a leased unit.

UNIT and HOME shall mean the Unit and Home defined in the Declaration and may be used interchangeably herein unless the context would dictate otherwise, and any discrepancy shall be determined by the Board in its reasonable interpretation and discretion.

Architectural Review Committee (ARC)

General Information

Any exterior design change or modifications including but not limited to paint, improvements, lighting, landscaping, materials or open space criteria will require approval from the Architectural Review Committee (the "ARC").

Each resident is responsible for submitting an application to the ARC requesting approval of plans and specifications for all projects that modify and/or, change the external appearance of their property from the original plan or subsequent changes. The homeowner must assure compliance with the Architectural Review Requirements section of the Declaration and is solely responsible for damage to irrigation, lawn, landscape, etc. as a result of any modifications requested and performed.

The ARC will consider and approve or deny a complete application within thirty (30) days of receipt of a complete application. An incomplete application will not be considered, and the ARC may request additional information in its discretion to provide for a complete application.

After completion of an approved improvement, the Homeowner must notify the Association through its property management to schedule a walk through to determine adherence to the application. Any improvement that does not adhere to the application is a violation.

Any application to install a pool or extended lanai or lanai cage must include written acknowledgment by the Homeowner that the Homeowner is solely responsible for any damage caused by the Homeowner or the Homeowner's contractor to any common area streets, curbs, landscaping, gates, or other common areas or to any property of neighboring homeowners. The Homeowner shall promptly repair or reimburse the Association or affected neighbor for the full cost of any such damage. The Association reserves the right to seek reimbursement directly from the Homeowner for all costs incurred to remediate any such damage. **(Amended by the Board June 9, 2026)**

Landscaping

All changes to original design require ARC review and approval. This includes planters, statuary, birdbaths, garden flags, wind chimes, decorative garden items or similar.

Exotic and nuisance plants as defined by Charlotte County or state of Florida are prohibited.

Residents are prohibited from trimming, planting, adding or otherwise working in the Common Areas for Waterview Landing. Residents will be held responsible for any landscape damage to this effect.

Residents are prohibited from performing Aquatic Vegetation Control around the community lakes.

Planters/containers wheeled or stationary beyond resident's home entryway require ARC approval.

Planting around utility boxes and water meters require ARC approval.

Front yard foundation shrubbery planted in front of the window sight lines need to be kept to a height not to exceed 5 feet.

Tree stakes are to be moved after the tree has been planted for 1 year.

Trees/bushes/shrubs that require staking after initial one-year period need to be staked at residents' expense with tree anchors.

Summer and winter annuals shall conform to an approved plant list approved by the ARC from time to time. If plant types other than those on the list are desired, specific approval of these plants must be obtained.

Vegetable, herb, or fruit bearing shrubs and trees shall be limited to pots within the screened-in back lanai of the home.

Landscape bed edging require ARC approval.

Landscape beds/plants and pavers inside the lanai must be kept free of weeds and maintained at the resident's expense.

Residents that replace, trim, move or otherwise perform maintenance in landscape beds may not hold HOA landscape vendor liable for the condition, performance or replacement of said materials.

It is the resident's responsibility to replace and pay for any dead shrubs/plants or trees beyond the warranty period.

Irrigation relocation or changes of head heights due to plant growth, installation of generators, changes to landscape design or similar issues are at the sole expense of the resident.

Routine injections of palms to prevent insect infestation and disease is authorized, but it is at the sole expense of the resident.

All dead sod as a result of resident's pool overflow will be replaced at the resident's expense.

The Board of Directors reserves the right to trim, relocate or remove at Homeowner's expense

any planting that it finds does not represent a neat and attractive appearance after 1st written notice is given to correct such violations.

The HOA Board reserves the right to modify the landscape guidelines at any time. Any modification to the landscape guidelines would apply prospectively, so landscaping previously approved would be considered compliant and new guidelines would apply if and when the existing landscaping is replaced.

Any rock installation abutting or touching grass must include a border/edge for safety.

Shrubs surrounding pool equipment to provide visual screening must be maintained at a height necessary to cover the view of the equipment from the street and neighboring property.

Generators

Permanent Installed Generators are permitted but must be approved through the ARC, for location, and the following:

Photos, specifications, capacity, dimensions, color, vendor insurance and required Charlotte County permits will be required.

Concrete pads are required for securing the installed generator.

Permanent generator's location, and landscaping plantings must screen generator from view of street and neighboring property.

Portable Generators

Portable generators, fuel, propane tanks or other fuel containers must be stored in the garage of the unit when not in use and may not be stored on any portion of the exterior of the home.

Portable generators will only be operated on the driveway, when there is an electrical power outage, and at least 5 feet from the home.

Storage of fuel, propane in the garage must meet Charlotte County Fire Code, which varies for homes.

Commercial Activity

No commercial use of a home which shall be inconsistent with applicable zoning laws and regulations shall be permitted unless approved by the Board of Directors in writing.

Construction

Contracting work is prohibited on Sunday, preserving that as a day of quiet for residents.

Interior work by contractors is allowed on Sunday as long as the work does not create noise or disturbance to the exterior of the residence. Other contractor work is allowed on Sundays only in case of emergency. Any construction work must not begin until 6:30 AM and must end by 7:00 PM.

Exterior Lighting

Only original exterior lighting is permitted.

No spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any unit which in any way will allow light to be reflected on any other unit without prior written approval by the ARC.

Low intensity lighting which does not disturb the neighboring Homeowners or other occupants shall be permitted.

No colored rope lighting is allowed except within the Home or the Unit's lanai area.

All solar landscape lighting requires ARC approval.

Small staked solar lights need ARC approval.

All non-functioning lights must be replaced within 7 business days.

String lights are allowed on the interior of the lanai only.

Flags

The right of HOA owners to display flags is governed by Florida Statutes 720.304.

Fencing, Clotheslines, Enclosures, Walls

No fences, screens and/or enclosures, pergolas, or walls shall be erected without approval from the ARC.

Fences are only permitted in the backyard of the home and must receive prior approval from the Architectural Review Committee (ARC) in accordance with Charlotte County code.

Fencing is prohibited in the front yard and side yard areas of the home.

Underground electric pet fencing is not permitted.

Holiday Decorations

Appropriate holiday decorations are allowed. Decorations are not permitted in lawn areas because of mowing activity. Decorations are allowed 30 days prior to the holiday and must be removed within 21 days after the holiday. The Association reserves the right to require removal of any decoration that is found by the Board to constitute a nuisance due to its size, location, light or sound omission, or movement.

Lakes

Recreational activity is prohibited in the central lake within the community. This includes, but is not limited to, swimming, kayaking, canoeing, boating, jet skiing. Fishing is only permitted behind your own property and there is no fishing from common areas or neighboring properties.

Leasing

Each homeowner who wishes to lease a unit shall use a written lease, signed by the homeowner and the tenant(s) who will occupy the unit, with the completed and signed Waterview Landing application forms.

Every homeowner shall submit to the Declarant or Board of Directors the signed written lease, application forms and a check in the amount of \$100.00, per adult applicant for the application fee.

No Homeowner may lease his or her home for a period of less than ninety (90) days.

The Board of Directors, or a duly authorized agent of the board, shall review both the lease and attached forms and shall approve or deny the lease within fifteen (15) business days after receipt by the Board of Directors.

The fifteen (15) day lease review period shall not start until the Homeowner provides the Board of Directors with executed copies of all documents and fee payment.

If the lease and the accompanying forms are found to be acceptable and the fee paid, then the tenant(s) shall be approved by the Board of Directors or its authorized agent. Such approval shall be indicated on the application forms by the signature of an officer of the Homeowner's Association or the authorized agent of the Board of Directors. The original application shall be returned and held in the Associations records, and a copy shall be returned to the homeowner.

In the event the lease and accompanying forms do not meet with the approval of the Board, a written notice of denial shall be sent to the Homeowner.

If the Board of Directors fails to act within the five-day period, the application shall be deemed denied. A denial shall not bar a resubmission of the proposed lease and signed applications.

The failure of any Homeowner or tenant to follow these Rules and Regulations shall be considered a violation of the terms and conditions of the governing documents. In the event of violation, the Board of Directors may take whatever action is set forth in these Rules and Regulations or the governing documents.

The powers given to the Board of Directors concerning leasing procedures, including, but not limited to, the review and approval or denial of leases, may be delegated by the Board to a duly appointed officer or agent, who shall exercise such delegated powers in strict accordance with the provisions of these procedures and the directions of the Board of Directors.

The Unit may not be subject to more than three (3) leases in any twelve (12) month period.

No subleases shall be permitted.

Per Charlotte County code, the maximum number of residents/lessees who shall be entitled to lease any unit or occupy any leased unit shall not be greater than four (4) unrelated persons.

In all events, all residents of a unit shall comply with all applicable laws, ordinances and codes, as well as the governing documents and Rules and Regulations of the Association.

Each Homeowner who leases a unit shall be required to provide a complete set of the current Rules and Regulations to the tenant(s). In addition, the lease and all the application documents must be fully signed when submitted for review.

Each lease and Waterview Landing application must contain an affirmative statement by the proposed tenant that the tenants agree to be bound by the governing documents and Rules and Regulations throughout the term of their occupancy of the unit, and that they have received complete copies of the Rules and Regulations.

No lease shall contain any term, condition or provision which will operate or be applied in a manner that is contradictory to any governing document or the Rules and Regulations. Any such contradictory term(s) incorporated in a lease, shall be void and unenforceable as between the Homeowner's Association and the Homeowner and tenant, even if said lease has been approved by the Board of Directors or an agent thereof.

A lease renewal for the same approved tenants of the same Homeowner in the same unit must be submitted to the Association thirty (30) days prior to the lease expiration for continued access to the community.

The lease renewal fee is \$50.00. Any unit late in providing the lease renewal will be charged a fee of \$100.00 and any tenant residing in a Unit following the expiration of the lease shall be deemed to be leasing the Unit without approval and in violation of the Declaration.

The failure of any Homeowner or tenant to follow these Rules and Regulations shall be considered a violation of the terms and conditions of the governing documents. In the event of a violation, the Board of Directors may take whatever action is set forth in these Rules and

Regulations or the governing documents.

The powers given to the Board of Directors concerning leasing procedures, including, but not limited to, the review and approval or denial of leases, may be delegated by the Board to a duly appointed officer or agent, who shall exercise such delegated powers in strict accordance with the provisions of these procedures and the directions of the Board of Directors.

Motor Vehicles

General Information

Use of the streets and roadways located within the community is limited to vehicular traffic only. Unlicensed or unregistered vehicles shall not be operated on any streets within the community.

Vehicle Transponders (Gate Access Stickers)

Each household is issued two (2) vehicle transponder stickers at no cost. Transponders are assigned to a specific vehicle and registered to the Owner's household.

Additional or replacement transponders beyond the initial two (2) issued per household are available at a cost of \$25.00 per transponder. All fees will be charged to the Owner's account.

(Amended by the Board April 14, 2026)

Owners must notify Management immediately upon changing, selling, or replacing a vehicle. Management will deactivate the previously issued transponder and issue a new transponder at the Owner's expense \$25.00. **(Amended by the Board April 14, 2026)**

Use of an active transponder on an unregistered or unauthorized vehicle is prohibited and may result in deactivation of the transponder and possible disciplinary action.

Parking/Garage

Garage doors shall be kept closed if left attended or not in use.

Residents and their guests must park their vehicles in the garage or driveway of the residence in which they occupy.

A resident may not park a vehicle in another unit's driveway; said vehicle will be towed and the offending party will incur towing and storage fees.

Vehicles parked in a driveway shall not block the sidewalks.

Vehicles are not allowed to park on any streets overnight (12:00 AM until 6:00 AM). This includes Homeowner's, tenant and guest's vehicles.

R.V.'s, trucks, trailers and cars are not allowed to park overnight in any parking lot or common area, including the tennis center, sales center parking lots, and the street parking near these areas.

Recreational vehicles, including but not limited to boats, watercrafts, motorcycles, boat trailers, golf carts, mobile homes, trailers (either with or without wheels), motor homes, vans over fourteen (14) feet in length, tractors, trucks in excess of three-fourths (3/4) ton, all-terrain vehicles, vehicles custom painted more than one color (including but not limited to camouflage or iridescent), commercial vehicles of any type, campers, motorized campers, motorized go-carts, motorized skateboards, scooters or any other related transportation device may only be stored outside or any unit a maximum of eight (8) hours but no overnight, unless fully garaged.

All motorized, battery operated and/or gasoline vehicles, including but not limited to, all-terrain vehicles, mini-bikes, go-carts, golf carts, dune buggies, dirt bikes, skateboards or scooters, shall not be operated in or on common areas (with the exception of paved streets) or any privately-owned real property within the community.

No dumpster may be parked or stored at a residence without the written permission of the Property Manager. Such written permission, if granted, shall, at a minimum, set forth the size of the dumpster as well as the time period during which the dumpster may be parked or stored.

No Homeowner or other occupant of the community shall repair or restore any vehicle of any kind upon or within the community, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Pets Animals

All domestic pets must be registered with the HOA and Charlotte County.

No animals, livestock, pigs, poultry or other animals of any kind shall be permitted within the subject property except for common household domestic pets or certified service animals.

All animals are required to be tagged and shall be leashed (if outdoors) or kept within the residence in which they reside and shall not be permitted to roam free or be left unattended on a dog run on the lot, it being the intent of this rule that dogs shall be on leashes and under the control of the pet's owner at all times outside of the Home. Maximum leash length of 6 feet and under the control of the owner.

Pets left to roam may be turned over to Animal Control.

While walking a pet on public sidewalk or community property, the resident, or person in control of the pet, must carry a bag or scooper to clean up animal waste.

Pet owners are not permitted to use another Homeowner's trash can for waste.

All pet owners must walk their pet only in the common areas (front and back yards are not

common areas). Use grass between street and sidewalk.

Residents may not allow their pet to access improved private property owned by others.

When a pet utilizes the private property of the pet owner for the elimination of waste, the animal waste must be removed on a daily basis.

Animal elimination apparatus (such as litterboxes, pee pads, etc.) must be shielded from view on lanais and kept in a sanitary condition.

Animals may not be left unattended or leashed in yards, or in garages, porches, lanais, and other open spaces.

No kennels, dog houses, chains or tie downs are permitted.

Commercial activities involving pets, including without limitation, boarding, breeding, grooming and training, are not allowed.

Roofs Paint

Only original paint colors are approved. All other requests must submit an ARC request for approval.

Only original asphalt roof shingle selections are approved, if available. No other type of roof shingles are allowed.

Homeowners are responsible for cleaning roofs and exterior walls as needed.

Satellite Dish Antennas

Except as permitted by law, no exterior radio or television antenna, satellite dish or other receiver, transmitting device or any similar exterior structure or apparatus may be erected or maintained unless approved by the ARC, pursuant to the Architectural Review Requirements.

In addition, the homeowner will obtain any permits necessary for installation and ensure the device is in strict compliance with FCC regulations and local and state laws.

Installation is permitted on individually owned property only.

No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any unit (including in any window), and/or common area unless expressed prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may be withheld in its discretion.

If you or your realtor are planning on having an open house, signs are permitted on the listed property on the day of the event, on Saturday or Sunday ONLY. Signs may be placed that day as

early as 8:00 AM but must be removed at the end of your event.

The Board of Directors may erect reasonable and appropriate signs on any portion of the common area.

Permanent decorative signs will not be permitted.

Any Homeowner may display a sign of reasonable size provided by a contractor for security services provided such sign is located within ten (10) feet of the entrance to the home.

Soliciting

Soliciting is strictly forbidden within the community. Homeowners should notify the Property Manager if a solicitor appears and appropriate action will be taken.

Storm Protection Standards

Any hurricane shutters or other protective devices visible from the outside of a unit shall be a type approved in writing by the ARC.

Hurricane shutters/protection may not be left closed for any extended period beyond the time needed for hurricane protection. Any approved hurricane shutter/protection may be installed or closed up to five (5) days prior to the expected arrival of a hurricane and must be removed or opened within five (5) days after the end of a hurricane watch or warning or as the Board of Directors may determine otherwise.

The following specific restrictions apply to each of the shutters listed below:

Clear hurricane shutters are approved for all windows, entry doors, sliding glass and French doors. These are the only shutters approved to be on the unit throughout hurricane season (typically June 1st through November 30th)

Storm screens can be used at the owner's discretion.

Roll down hurricane shutters are approved for all windows, entry doors, sliding glass and French doors.

Galvanized steel shutters are approved for all windows, entry doors, sliding glass and French doors. All shutters must be fully installed, including all slat in place and all such openings during a storm event referenced above.

Accordion type shutters may be installed but are only approved for windows and doors on the lanai area in the rear and sides of a unit, or courtyard area of the unit. Accordion type shutters are not permitted in the front of a unit.

No other hurricane shutters are permitted without ARC approval.

A Homeowner or occupant who plans to be absent during all or any portion of a hurricane season as defined above must prepare their unit prior to their departure by designating a responsible firm or individual to care for their unit should a hurricane threaten the unit or should the unit suffer hurricane damage. A Homeowner must furnish the Association with the names of such firm or individual prior to any storm.

Traffic Control

For everyone's safety residents should obey all posted traffic control signs when driving in the community.

Residents must slow down when approaching front entry swing gates.

Speed limit within the community is 25 miles per hour.

Trash

Garbage receptacles must be stored inside the garage.

Garbage receptacles are prohibited from being stored on the side yards, back yard or front of home.

Garbage receptacles can be taken out no sooner than 6:00 PM or dusk the day before and removed by 6:00 PM the day of pickup.

Receptacles must be placed on the driveway aprons, not the drainage gully, sidewalks, or roads.

Violations

All violations shall be reported immediately to a member of the Board.

Disagreements concerning violations, including interpretation of the Governing Rules, shall be presented to and determined by the Board of Directors, whose interpretation and whose remedial action shall control. The Board may, but shall not be required to, provide notices, warnings and opportunities to cure before enforcing a violation.

Fines: The Board of Directors may impose reasonable fines, not to exceed \$100.00 per violation per day, against any Homeowner, tenant, guest for the failure to comply with any provision of the Rules and Regulations and/or Declaration and Covenants of the Association. A fine may be levied for each day and there shall be no aggregate ceiling on the total fine which may be

imposed for recurring violation.

Fines shall be paid not later than thirty (30) days after notice of the imposition.

Yard, Garage and Moving Sales

Yard, garage and moving sales are NOT PERMITTED, except when the Board of Directors authorizes a community-wide sale.

Any such sale is subject to all applicable Charlotte County permitting requirements.

REVISION HISTORY:

v1.1: Effective April 14, 2026 per Board of Directors resolution, changed Vehicle Transponders (Gate Access Stickers) price from \$15.00 to \$25.00.

v1.2: Effective June 9, 2026 per Board of Directors Resolution WL-RES-2026, eliminated the \$2,000 refundable deposit for pool, extended lanai, and lanai cage applications in the ARC section and replaced it with a written Homeowner acknowledgment of liability for damage to common areas and neighboring property.