

**AMENDED AND RESTATED RULES AND REGULATIONS OF
THE SANCTUARY AT BAY HILL CONDOMINIUM
ASSOCIATION, INC.**

(As approved by the Board of the Association on May 23, 2017)

SECTION 1 - USE RESTRICTIONS

- 1.1 Unit Owner Responsibilities Regarding the Prevention of Fungal Contaminants (for example, Mold and Mildew).** Unit Owners must take all appropriate steps to reduce and/or eliminate the occurrence or continued existence of mold and/or mildew (collectively, "mold") growth in and around the Unit and appurtenant Common Elements, and thereby minimize the possibility of adverse effects that may be caused by funguses, including mold. The Unit Owners' responsibilities include, but are not limited to, the following:
- 1.1.1** The air conditioning system, and humidity control system if applicable, must be kept in good and working order. Whether the Unit is occupied or not, the air conditioning system, and humidity control system if applicable, must be appropriately operated, when reasonably necessary, to adequately control the temperature, humidity, and indoor air quality in the Unit.
 - 1.1.2** The main valve on the water line serving the Unit must be turned to the "OFF" position if the Unit is to be unoccupied in excess of seventy-two (72) consecutive hours.
 - 1.1.3** All incidents of mold and/or water intrusion, including, but not limited to water spots on drywall, plumbing leaks, leaks around windows and/or doors, leaks from appliances, and any other leaks, or evidence of water intrusion must be immediately reported to the Association.
 - 1.1.4** All regular and routine maintenance required to prevent water intrusion, and which is the obligation of the Unit Owner, must be timely and adequately performed. Such maintenance includes, but is not limited to, the regular inspection, cleaning, upkeep, and/or servicing of all appliances serving the Unit, including the air conditioning system, humidity control system (if applicable), refrigerators, freezers, washing machines, and dishwashers; the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures.

1.2 Television and Other Outdoor Antennas. No television, radio, satellite, or other antenna or satellite system of any kind may be installed on the Common Elements by any person other than the Association, except as provided in these Rules. Certain television, satellite, or other antenna systems may be erected or installed on Condominium Property subject to compliance with the following requirements:

1.2.1 Permitted Antennas. Permitted antennas include (collectively hereinafter referred to as "antennas"):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

1.2.2 Location of Antennas. Antennas are only permitted to be installed in exclusive use areas, such as balconies or attics. To the extent feasible, all antennas must be placed in locations that are not visible from the any street and in a location to minimize annoyance or inconvenience to other residents of the Community if this placement would still permit reception of an acceptable quality signal. Antennas may not extend beyond the plane of the imaginary line running from the edge of the balcony ceiling to the balcony floor, bounded on the sides by the vertical balcony walls.

Holes (whether through drilling, nails, screws, or otherwise) are not permitted in any structural portions of any Building (including, but not limited to, concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, and door frames) without the prior written approval of the Board of Directors. It is the intent of this requirement to ensure that the structural integrity of the Building (including, but not limited to, its water-proofness) is not compromised by the installation of any antennas.

1.2.3 Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted, so long as the paint will not interfere with the reception of an acceptable quality signal.

1.2.4 Safety Requirements. To safeguard the Unit Owners, Occupants of the residence in which the antenna is located, neighboring Unit Owners, and other Owners and Members in the Condominium, it shall be the obligation of the Owner to comply with all applicable, local, state, and federal safety requirements, including but not limited to, obtaining a permit for the installation of the antennas, if any permit is so required, hiring licensed contractors with sufficient expertise,

experience, and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antennas, and installation requirements to properly secure the antennas. Antennas shall be properly secured and installed so as to cause no damage to any Building, such as compromise of its water-proof integrity. Unit Owners shall indemnify the Association for any and all losses and/or damage (including, but not limited to, attorneys' fees) occasioned by non-compliance with these obligations. A Unit Owner shall indemnify and hold harmless the Association and all other Unit Owners for any damage that the Unit Owner's antenna causes to the Condominium Property and/or to persons or other property of any type.

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Occupancy of Units

- 1.3 Single Family Residence.** A Condominium Unit shall be used only as a Single Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping Unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping Unit.
- 1.4** No more than six (6) persons may reside in a Unit. No more than eight (8) persons (including Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit. For purposes of these Condominium Documents, reside means to sleep in the Unit for more than thirty (30) nights during a calendar year.
- 1.5** No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred.
- 1.6** No person may reside in a Unit as a Unit Owner, Resident, or Family member or for any reason occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may charge a reasonable fee for review of residency requests. Units may not be used for commercial or business purposes.
- 1.7** Unit Owners and Occupants may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.
- 1.8 Nuisance.** The Condominium Property shall not be used for any immoral, improper, or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor which becomes a source of annoyance to the Condominium residents, or which will increase insurance rates. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

1.9 Guest Occupancy. A “Guest” is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or Tenant, or their respective families, for the purpose of visiting the Unit Owner or Tenant (or their respective families), occupying the Condominium Unit for less than thirty (30) days during any calendar year, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a Guest usage from a tenancy. Any person occupying a Unit for more than thirty (30) days in a calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and may be considered a Resident or Tenant, as and if deemed appropriate by the Board. There are various types of Guest uses, which are regulated as follows:

1.9.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. There is no restriction against this type of Guest usage, provided that same does not create a nuisance or annoyance to other Condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight Guests need not be registered with the Association, but may be subject to access control protocols or procedures used generally, if any. Non-overnight Guests shall be entitled to use the Condominium facilities only when accompanied by the Unit Owner or Tenant (or an adult, resident Member of the Unit Owner’s or Tenant’s Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight Guest usage of Condominium facilities, including but not limited to the maximum numbers of Guests who may use common facilities.

1.9.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) may have related or unrelated overnight Guests, so long as the Unit Owner or Tenant is in simultaneous residence. There is no requirement for registration of overnight Guests with the Board when the Unit Owner or Tenant is simultaneously occupying the Unit. The Association may restrict or prohibit Guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. No more than eight (8) persons (including the Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit.

1.9.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (including but not limited to the pool, parking areas, and beach access).

1.9.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight Guests (related or non-related) in the absence of the Tenants' simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the following conditions, and such other Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium. Non-related overnight guests in the absence of the Unit Owner will be permitted. The limitation on Unit density in Rule 1.7.2 applies.

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SECTION 2 - LEASING / RENTAL OF UNITS

- 2.1 The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of these Rules and Regulations. The term "Tenant" and "Lessee" shall likewise be used interchangeably.
- 2.2 All leases must be in writing. Should a Unit Owner wish to lease that Owner's Unit, the Unit Owner shall furnish the Association with a copy of the proposed lease, the name of the proposed Lessee, the names of all proposed Residents, and such other information as the Association may reasonably require. Any person occupying the Unit as a Resident after initial approval shall be subject to a separate application and approval process.
- 2.3 The Association shall have thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Lessees or Resident. The Association shall give the Unit Owner written notice of its decision within said period.
- 2.4 No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited.
- 2.5 All leases shall be for a minimum period of seven (7) months. Therefore, no short-term and/or "vacation rentals" are permitted.
- 2.6 In no event shall any Owner and/or any agent of any Owner post, list, advertise, solicit, and/or in any way market that Owner's Unit for any rental, lease, and/or occupancy period less than the minimum rental period permitted, allowed, and/or authorized by these Rules and Regulations and/or the Condominium Documents. As an example, but not as a limitation, no Unit shall be listed, posted, marketed, and/or advertised on "VRBO", "AirBNB", "Hotels.com" and/or any other such website, real estate listing, vacation rental, short term rentals, advertising, and/or marketing materials of any kind.
- 2.7 Leases may be extended or renewed, subject to Board approval.
- 2.8 In no event shall any Unit Owner and/or any agent of any Unit Owner post, list, advertise, and/or in any way market that Owner's Unit for any rental, lease, and/or occupancy period less than what is permitted, allowed, and/or authorized by the Condominium Documents.

Tenant Conduct and Remedies

- 2.9 All leases, rental agreements, and/or occupancy agreements of any kind will provide, or be deemed to provide that the Tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents").
- 2.10 All leases, rental agreements, and/or occupancy agreements of any kind shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law.
- 2.11 If a Tenant, Resident, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests and Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant's conduct (and that of the other Unit Residents, Occupants, Guests and Invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the other noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner.
- 2.12 The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

SECTION 3 - PETS

- 3.1 The only pets permitted on any portion of the Condominium Property shall be the following: domestic cats; dogs weighing less than fifty (50) pounds and which are of a non-aggressive breed (as determined by the Board of Directors in its absolute discretion from time to time); fish; and/or birds not in excess of one foot (1') in height.
- 3.2 No Unit shall contain more than two (2) dogs or two (2) cats.
- 3.3 No exotic pets of any kind shall be permitted on and/or in any portion of the Condominium Property at any time, including without limitation, snakes, scorpions, spiders, monkeys, and/or chickens.
- 3.4 All pets must be restrained on a leash or similar device when outside of any Unit and under control of the owner of that pet at all times. No pet of any kind may be stored, kept, and/or housed on and/or in any Limited Common Elements. Each Unit Owner is responsible for promptly cleaning up any waste deposited by that Owner's pets on any portion of the Condominium Property.
- 3.5 Pets may not be kept, bred, housed, stored, and/or maintained for any commercial purpose, nor kept in unreasonable numbers, nor allowed to behave in any manner which annoys, interferes, and/or disturbs any other Unit Owner's use or enjoyment of that other Owner's Unit and/or the Common Elements.
- 3.6 The Association may require any pet to be removed from the Condominium Property, if the pet exhibits aggressive behavior, but the Association shall in no way be liable for any failure to do so. Pet owners are solely responsible for making certain that their pets are properly licensed and vaccinated, and the Association shall have the right, but not the obligation, to request proof of licensure and/or vaccination.
- 3.7 Pet owners shall be strictly liable for any and all damage to persons and/or property caused by, related to, and/or arising from their pet(s), and the owner of each pet hereby knowingly and voluntarily agrees to indemnify and hold harmless the Association against any and all costs, expenses, liabilities, demands, claims, injuries, personal injury, property damage, death, attorneys' fees, court costs, and/or losses of any kind arising out of, related to, associated with, and/or in any way connected with the pet. This Section 1.6 shall apply to all pets and/or animals to the extent that it does not conflict and/or would otherwise be prohibited under federal and/or Florida law.

SECTION 4

USE, MAINTENANCE, AND APPEARANCE OF THE UNITS AND/OR THE USE AND OPERATION OF THE COMMON ELEMENTS

- 4.1 Compliance with Governing Documents.** Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents, including without limitation, the Rules and Regulations. All terms used in these Rules and Regulations shall have the same meaning as set forth in the Declaration. Failure and/or refusal of any Unit Owner and/or that Unit Owner's Family, Guest, Tenant, Occupant, and/or Resident to comply with any of the Condominium Documents, shall entitle the Association or another Unit Owner to pursue any and all legal and equitable remedies for the enforcement of such provisions under the applicable law, including without limitation, an action for damages, an action for injunction relief, and/or an action for a declaratory judgment.
- 4.2 Insurance.** Each Unit Owner shall carry sufficient liability and/or casualty insurance coverage that will ensure the Unit Owner's personal property, the Unit, and/or all those items, fixtures, and/or property within the Unit for which the Association is not responsible to insure pursuant to the Act. The Association shall have the right, but not the obligation, to periodically request written proof from a Unit Owner of such insurance coverage on that Owner's Unit.
- 4.3 Lawful Use of the Units.** No immoral, offensive, dangerous, destructive, and/or unlawful use shall be made of any portion of the Condominium Property, including without limitation, any Unit, any portion of the Common Elements, and/or any portion of the Limited Common Elements. All valid laws, zoning ordinances, rules, regulations, and/or requirements of all governmental agencies having jurisdiction over the Condominium Property shall be followed at all times. Notwithstanding anything to the contrary in the Condominium Documents, the Association is not a law enforcement agency, and the Association has no obligation and/or responsibility to enforce laws, ordinances, and/or requirements of any governmental agency.

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SECTION 5 - VEHICLE PARKING

- 5.1 Commercial Vehicles** No commercial vehicles of any type shall be parked in any parking space now existing or hereafter created on any portion of the Condominium Property, unless the written authorization of the Association has been obtained in advance. For purposes of this Rule 3.4, "commercial vehicle" shall be defined as: a vehicle of any type that is not designed for and/or to be used for normal personal/family transportation; a vehicle with a work rack, tool racks, and/or visible equipment of any type; and/or any vehicle bearing lettering, graphics, contact information, logos, advertising, and/or any other commercial insignia, whether on the exterior and/or interior of the vehicle. No commercial vehicle of any type shall be parked on any portion of the Condominium Property; provided, however, a commercial vehicle may be parked within a garage with the garage door closed or on a driveway with an approved cover over the vehicle and/or such that commercial insignia, graphics, contact information, logos, and/or advertising completely covered from view. This Rule 3.4 shall not apply to the temporary parking of commercial and/or public service vehicles providing goods, services, and/or deliveries to a Unit and/or the Association.
- 5.2 Vehicle Registration** All vehicles belonging to Residents (including without limitation, Owners, Tenants, Family, and/or Occupants) that will be parked and/or stored on any portion of the Condominium Property must be registered with the Association and display at all times a valid and current identification sticker and/or other registration identification device (as determined by the Board from time to time). The identification sticker and/or other vehicle registration identification device must be displayed on each Resident's vehicle so as to be easily viewable by the Association and/or the Association's designated agents. The Association, through the Board of Directors, may impose, adopt, and/or collect a service charge or fee for the identification stickers and/or other registration identification device, including without limitation, for the replacement of any lost, damaged, destroyed, and/or the Resident obtaining an alternate vehicle.
- 5.3** This registration must be finalized for those Residents (including without limitation, Owners, Tenants, Family, and/or Occupants) residing in, occupying, and/or owning a Unit on the date these Rules are adopted no later than **December 31, 2017**, or such other date as may be selected by the Association's Board of Directors in its sole and absolute discretion. For those Residents (including without limitation, Owners, Tenants, Family, and/or Occupants) whose residency, tenancy, occupancy, and/or ownership in and/or of a Unit commences after December 31, 2017, the vehicle registration described herein must be complied with immediately upon the commencement of such residency, tenancy, occupancy, and/or ownership.

- 5.4 Guest Vehicles** Any and all Guests and/or Invitees that bring a vehicle of any type onto the Condominium Property must obtain from the Association (or the Association's designated agents) and display a temporary parking permit at all times while that vehicle is in and/or on any portion of the Condominium Property, and such temporary parking permit will only be valid for the length of time the operator of the vehicle identifies to the Association and/or the Association's designated agent. The temporary parking of commercial and/or public service vehicles providing goods, services, and/or deliveries to a Unit and/or the Association during the course of and/or while providing those goods, services, and/or deliveries shall not require the display of a temporary parking permit. Any violation of the registration requirement and/or the violation of the requirement to visibly display a valid and current identification sticker, other registration identification device, and/or temporary parking permit shall be considered the equivalent of an improperly parked vehicle and the Association has the right to have any and all improperly parked vehicles and/or vehicles in violation of any of the Condominium Documents towed and/or removed from the Condominium Property, and such towing and/or removal shall be at the sole expense of the vehicle owner.
- 5.5 Unauthorized Parking** No vehicle of any type shall be parked at any time in any unauthorized area, in any fire lanes, in or on the streets (other than a marked parking space), in or on any grass areas, and/or in or on any landscaped area of the Condominium Property. All vehicles must be parked between the painted lines of one (1) parking space. No vehicle of any type shall obstruct and/or extend into and/or onto a street or roadway. Each Unit has two (2) parking spaces: inside the garage and completely on the driveway associated with that Unit. Owners are expected to maintain those two (2) parking spaces specifically for parking of vehicles.
- 5.6 Reserved Parking Spaces** There are no reserved parking spaces within the Condominium Property, and all parking spaces are available on a first come, first served basis; provided, however, some spaces may be assigned by the Association through the Board to certain Units and/or Unit Owners. Only vehicles that are registered in the name of a Resident shall be repaired on any portion of the Condominium Property.
- 5.7 Vehicle Repairs** No Resident and/or Guest may carry out any vehicle repairs and/or replacements of any type, other than minor repairs, on the driveway of that Resident's Unit and/or in a marked parking space. For purposes of this rule, the term "minor repairs" shall mean repairs that can be completed within a twenty-four (24) consecutive hour period of time.
- 5.8 Damage to Common Elements** Any damage of any kind (including without limitation, stains) to the Common Elements and/or Limited Common Elements as a result of, arising from, and/or associated with any

vehicle repair and/or replacement shall be immediately fixed, repaired, and/or replaced, as applicable, by that Resident, and that Resident shall solely be responsible, liable and/or obligated for the costs and expenses for such fix, repair, and/or replacement, as applicable. In the event the Resident fails and/or refuses to make such fix, repair, and/or replacement, the Association shall have the right to make the fix, repair, and/or replacement, and to charge the Resident and/or applicable Unit Owner if the Resident is not the Owner of the Unit for the Association's costs and expenses.

- 5.9 Parking of large vehicles** No Resident and/or Guest shall be permitted to store, park, and/or leave any boat, boat trailer, house trailer, mobile home, camper, recreational vehicle, trailer of any type, and/or bus on any portion of the Condominium Property, unless approved in writing in advance by the Association. No vehicle of any type may be parked in spaces for disabled/handicapped persons, unless the vehicle is appropriately marked and/or permitted for parking in such spaces.
- 5.10 Watercraft** No boats, jet skis, wave runners, and/or watercraft of any type or kind shall be used, stored, parked, and/or brought onto any portion of the Condominium Property without the prior written authorization of the Association.
- 5.11 Non-operational vehicles** No vehicles of any type that are non-operational, cannot operate under its own power, are unlicensed, are unregistered, having an expired registration, are non-running, and/or having an expired license shall be permitted to be on any portion of the Condominium Property except if that vehicle is parked in a garage with the garage door closed or on a driveway with an approved cover.
- 5.12 Electric or Hybrid cars** In the event a Resident has and/or obtains an electric car, any charging station to be used by that Resident shall be located completely within a garage, and the applicable Unit Owner shall submit all plans, design specifications, governmental approvals, and/or safety requirements to the Association for the Association's prior written approval before the Unit Owner commences with the installation of any charging station. Any such charging station shall meet all applicable codes, laws, ordinances, and/or requirements. The Unit Owner shall solely be responsible for the operation, installation, removal, maintenance, costs, repairs, replacement, and/or expenses related to, arising from, and/or associated in any way with the charging station, including without limitation, any and all damage to the Common Elements, Limited Common Elements, other Units, and/or Association Property.
- 5.13 Vehicle Towing:** The Association has the right to have any and all improperly parked vehicles and/or vehicles in violation of any of the Condominium Documents towed and/or removed from the Condominium

Property, and such towing and/or removal shall be at the sole expense of the vehicle owner. If a vehicle is towed and/or removed from the Condominium Property, any storage of that vehicle is also at the sole expense of the vehicle owner. By entering onto and/or into the Condominium Property, each vehicle owner knowingly and voluntarily agrees that the Association shall not be responsible in any way for any losses, theft, lost wages, costs, expenses, repairs, and/or damages of any kind related to, associated with, arising from, and/or connected in any way with the towing and/or removal of a vehicle from the Condominium Property. In addition to towing and/or removal of the violating vehicle, the Association shall have all other remedies available under applicable Florida law.

SECTION 6 - USE OF PROPERTY

- 6.1 Property Exterior Appearance.** No Unit Owner shall decorate and/or alter any part of a Unit so as to affect the appearance of the Unit from the exterior, except as Approved in advance by the Association. Such decoration and/or alteration may include, but is not limited to, painting, illumination of the exterior, reflective film on windows, window treatments of any kind, signs of any kind, decorations of any kind, draperies, window shades, hurricane shutters, screen doors, and lights.

The Association shall have the sole and absolute discretion, which may be based on aesthetic principles only, to determine compliance with this Rule in order to preserve a uniform appearance of the exterior of Buildings.

- 6.2 Flags** Notwithstanding anything to the contrary, a Unit Owner shall be permitted to display one (1) portable, removable United States flag in a respectful manner, however such flag must be in the Unit or on the Limited Common Elements appurtenant to that Unit.

- 6.3 Signs.** No "For Sale" or "For Rent" signs or any other type of sign or other displays or advertising shall be maintained, installed, placed and/or located on any part of the Condominium Property.

- 6.4 Grilling / Outdoor cooking** No outdoor cooking and/or grilling with an open flame of any kind shall take place within twenty feet (20') of any portion of any Building, including without limitation, patios, balconies, driveways, and/or garages. Grills for use of the Residents are located in the swimming pool area.

- 6.5 Noise.** Should noise transmission create a disturbance and/or nuisance to other Residents, the responsibility is solely with the Resident, and not the Association, to abate that noise transmission. In order to insure the enjoyment of the Condominium Property by all Residents, radios,

television sets, music players of any kind, speakers, computers, sound systems, telephones, and any and all other audio equipment generating any kind of sound, shall be turned down to a minimum volume level so as not to disturb other persons between the hours of 11:00 P.M. and 8:00A.M. All other noise between those hours should be also be limited.

- 6.6 Obstructions.** Sidewalks, entrances, driveways, streets, roads, and all other areas intended for common use must be kept open and shall not be obstructed in any manner. No vehicle of any kind shall extend in any manner onto and/or into a street and/or roadway. No signs of any kind, including garage sales, "For Sale", "For Rent", "For Lease", notices, and/or advertisements of any kind shall be inscribed, posted, installed, displayed, maintained, placed, and/or located on any portion of the Condominium Property. Nothing shall be projected out of any window. All personal property of each Resident shall be completely stored within that Resident's Unit.
- 6.7 Storage.** Except as otherwise provided in these Rules and Regulations, the Declaration and/or the Condominium Documents, no part of the Limited Common Elements appurtenant to any Unit may be used for storage of any kind. Notwithstanding the foregoing, a vehicle, bicycle, and similar items can be kept and/or stored inside the garage of a Unit (if the Unit has a garage appurtenant to that Unit), and patio furniture and/or plants may be kept on a porch, patio, and/or balcony appurtenant to a Unit. No Resident, Occupant, and/or Guest may keep, store, and/or maintain any flammable, combustible, and/or explosive fluid, chemical, and/or substance of any kind in any Unit, the Limited Common Elements, and/or any portion of the Condominium Property. Garages are not intended to be only used as and/or primarily for storage. The primary use of each garage appurtenant to a Unit is for the parking and nightly storage of a vehicle.
- 6.8 Entry to Units.** The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary and/or when desired, for the maintenance, repair, and/or replacement of any Common Elements, Limited Common Elements, and/or easement which is a Common Element, together with the improvements covered by that easement. The Association shall also have the irrevocable right of access to each Unit for making emergency repairs, maintenance, and/or replacement which are necessary to prevent damage to any portion of the Common Elements, Limited Common Elements, and/or to any other Unit. In order to facilitate the Association's right of access to each Unit, each Unit Owner must provide the Association with a set of working keys to all entry locks and/or the electronic lock access code (for each electronic lock on Unit). It shall be the sole responsibility of each Unit Owner to provide the Association current keys and/or access codes to that Owner's

Unit. In the event that a Unit Owner has failed and/or refused to provide the Association with current and working keys and/or access codes, the Association shall have the right to retain a locksmith to drill the lock and/or take any other reasonable actions necessary to exercise the Association's irrevocable right of access to the Unit. The Unit Owner of that Unit shall be solely responsible, liable, and/or obligated for reimbursing the Association any and all of the Association's expenses related to gaining access to the Unit, including without limitation, the cost of removing the current lock and installing a replacement lock.

- 6.9 Plumbing.** The plumbing located on any portion of the Condominium Property shall not be used for any other purpose than those for which it was designed and/or constructed, and no sweepings, trash, rubbish, garbage, hazardous chemicals, rags, and/or foreign substances of any kind shall be poured, deposited, flushed, inserted, and/or put into any portion of the plumbing system. The cost of any damage resulting from, related to, and/or in any way associated with misuse of the plumbing system shall be the responsibility of the applicable Unit Owner, and that Unit Owner shall be responsible for the actions of any Residents, Tenants, Occupants, and/or Guests of that Unit Owner.
- 6.10 Clothes Drying.** All outdoor drying of clothes by line, rack, patio wall, railing, or in any manner shall not be visible from the street and/or road and suitably screened from sight of all other Units to the extent possible
- 6.11 Roofs.** No person, other than someone authorized by the Association in advance, shall be permitted to be on the roof of any Building within the Condominium Property.
- 6.12 Solicitation.** There shall be no solicitation by any person on any portion of the Condominium Property for any cause, charity, or any other purpose whatsoever, unless specifically authorized in writing in advance by the Association.
- 6.13 Recreation Activities.** All Residents, including without limitation, children, shall play only in areas of the Condominium Property designated and/or clearly intended for play. There shall be no playing in stairways and/or any portion of the Common Elements, which would cause or result in an obstruction of the stairways and/or any portion of the Common Elements. Reasonable supervision of children by parents or guardians must be exercised at all times when children are playing on any portion of the Condominium Property. Children under the age of 14 are prohibited from being at any of the recreational facilities, including without limitation, the tennis court, the swimming pool, and/or the clubhouse, unless accompanied by a responsible adult at all times. All use of the recreational facilities shall be subject to all of the Association's adopted rules for use of the applicable recreational facility.

- 6.14 Use of Recreational Facilities.** The use of any recreational facilities located on the Condominium Property, including without limitation, the tennis court, the swimming pool, basketball court, fitness center, playground, and/or clubhouse, is done at the user's own risk. Use of the recreational facilities shall be limited to Residents and their Guests. All users of any of the recreational facilities must follow and obey the posted rules at all times.
- 6.15** Children under the age of 14 are prohibited from being at any of the recreational facilities, including without limitation, the tennis court, the basketball court, the swimming pool, the fitness center, and/or the clubhouse, unless accompanied by a responsible adult at all times.
- 6.16** By using the recreational facilities, all Residents and their respective Guests acknowledge, understand, and agree that the Association does not provide a lifeguard, supervision, and/or staff at any of the recreational facilities.
- 6.17** Any party or gathering that involves the exclusive use of any of the recreational facilities and/or any lease of the recreational facilities must be approved in advance by the Association. If a Resident has scheduled to exclusively use the swimming pool, such use shall be exempt from the wristband provision set forth in this Rule 3.16 (and any applicable subsections); provided, however, once the reserved time for the exclusive use has expired, the wristband requirement shall be in full force and effect. The Resident hosting a party, event, and/or gathering is strictly responsible for cleaning up after the party, immediately upon the completion of that party, event, and/or gathering. The Resident hosting the party, event, and/or gathering is solely responsible for providing the necessary garbage bags, waste containers, and/or cleaning supplies. The Association may require the Resident hosting the party, event, and/or gathering to sign a waiver and/or release as a condition of permitting and/or approving the party, event, and/or gathering to take place. The Resident hosting the party, event, and/or gathering shall be held strictly liable for any injury, property damage, and/or death that may occur during the party, event, and/or gathering.
- 6.18 Swimming Pool.** All users of the swimming pool must wear at all times a wristband when in or around the swimming pool. A maximum of four (4) wristbands will be supplied to each Unit at no charge, and will be replaced by the Association on an annual basis. Lost and/or additional wristbands may be obtained from the Association at an additional charge, the amount of which shall be set by the Board of Directors in its sole and absolute discretion. Such charge may be waived by the Board of Directors in its discretion on a case-by-case basis. All persons using any of the recreational facilities shall be appropriately attired at all times. Any person

not wearing a wristband at the swimming pool is subject to removal and shall be in violation of these Rules and Regulations and/or the Condominium Documents.

6.19

For use of the swimming pool:

(a) All users must shower each time before entering the swimming pool

(b) Oversized floats, chairs, flotation devices, tubes, and/or toys of any kind shall not be permitted in the swimming pool at any time;

(c) No pets and/or animals of any kind are permitted in the swimming pool and/or the in or on the swimming pool area, except as required by law;

(d) Running, throwing, and roughhousing are not permitted in the swimming pool and/or the swimming pool area;

(e) No bicycles, roller blades, skateboards, scooters, and/or mopeds are permitted in and/or around the swimming pool at any time;

(f) No food and/or beverages may be consumed in the swimming pool and/or within ten feet (10') of the swimming pool edge;

(g) No glass containers, glass bottles, and/or glass of any type is allowed within the swimming pool and/or the swimming pool area;

(h) Any person who is not toilet trained, who is incontinent, who wears diapers, who is ill, and/or who has open sores of any kind shall be permitted and/or allowed in the swimming pool unless protective clothing is worn to prevent potential contamination;

(i) If suntan oils, creams, lotions, and/or sunblock is used or worn, a towel or other form of underlayment must be placed on the swimming pool furniture to protect the attire of others who use the furniture and/or to protect the furniture itself;

(j) No use of the swimming pool is permitted between 10:00 P.M. (ET) and 6:00 A.M. (ET);

(k) Guests must be accompanied by a Resident at all times;

(l) Proper swimming attire must be worn at all times (no cutoffs, t-backs, or thongs);

(m) No smoking except in designated areas;

(n) All trash must be removed and properly disposed of upon leaving the swimming pool and/or deck areas.

6.20 Tennis Court. Bicycles, roller blades, skateboards, scooters, mopeds, and hard-soled shoes are strictly prohibited on the tennis court. Appropriate tennis attire shall be worn on the tennis court at all times. For use of the tennis court:

- (a) No use of the tennis court is permitted between 10:00 P.M. and 6:00 A.M
- (b) No glass containers, glass bottles, and/or glass of any type is allowed in and/or on the tennis court;
- (c) No pets and/or animals of any kind are permitted in and/or on the tennis court, except as required by law;
- (d) No bicycles, roller blades, skateboards, scooters, and/or mopeds are permitted in and/or on the tennis court at any time;
- (e) No strollers of any kind are permitted in and/or on the tennis court at any time;
- (f) All trash must be removed and properly disposed of upon leaving the tennis court;
- (g) Guests must be accompanied by a Resident at all times;
- (h) The net, posts, court surface, and/or other equipment located in and/or on the tennis court are to be treated courteously and shall not be misused, abused, damaged, and/or vandalized;
- (i) The tennis court is to be used only to actually play tennis. The tennis court is not to be used as a play area and/or playground.

6.21 Basketball Court. For use of the basketball court:

- (a) No use of the basketball court is permitted between 10:00 P.M. and 6:00 A.M.
- (b) All trash must be removed and properly disposed of upon leaving the basketball court
- (c) Guests must be accompanied by a Resident at all times;
- (d) The net, hoop, goal, backboard, playing surface, and/or other equipment located in and/or on the basketball court are to be treated courteously and shall not be misused, abused, damaged, and/or vandalized;
- (e) No glass containers, glass bottles, and/or glass of any type is allowed in and/or on the basketball court.

6.22 Playground Areas. For use of the playground:

- (a) No use of any playground is permitted between 9:00 P.M. and 7:00 A.M
- (b) All trash must be removed and properly disposed of upon leaving the playground area;
- (c) Guests must be accompanied by a Resident at all times;
- (d) Any and all equipment located in and/or on the playground are to be treated courteously and shall not be misused, abused, damaged, and/or vandalized;
- (e) No glass containers, glass bottles, and/or glass of any type is allowed in and/or on any portion of the playground, including without limitation, in and/or on the equipment;
- (f) Any misuse of any of the playground equipment should be reported to the Association and/or the Association's designated agent;
- (g) Any damaged and/or unsafe playground equipment must be immediately reported to the Association and/or the Association's designated agent;
- (h) Any playground equipment requiring maintenance and/or cleaning should be reported to the Association and/or the Association's designated agent.

6.23 Fitness Center: When using the Fitness Center:

- (a) All trash must be removed and properly disposed of upon leaving the fitness center
- (b) Guests must be accompanied by a Resident at all times
- (c) Any and all equipment located in and/or on the fitness center are to be treated courteously and shall not be misused, abused, damaged, and/or vandalized
- (d) No glass containers, glass bottles, and/or glass of any type is allowed in and/or on any portion of the fitness center, including without limitation, in and/or on the equipment
- (e) Any misuse of any of the fitness center, television, and/or the equipment in the fitness center should be reported to the Association and/or the Association's designated agent
- (f) Any fitness center found to be damaged, unsafe, requiring maintenance or cleaning should be immediately reported to the Association and/or the Association's designated agent at **(407) 352-7623**
- (g) Wipe down all equipment after use

- (h) Turn off all equipment after use
- (i) All televisions, radios, music playing devices, telephones, and/or any sound-producing devices shall be kept at a reasonable level
- (j) The last person to leave the fitness center must turn off the television
- (k) Proper attire shall be worn at all times while using the fitness center.

7 **Employees/Agents Control.** Employees and/or agents of the Association or its management shall not be sent off the Condominium Property by any Resident at any time. No Unit Owner, Resident, Occupant, Tenant, and/or Guest shall direct, supervise, and/or in any manner attempt to assert any control over the Association's employees and/or the Association's management at any time. When submitting a maintenance request, access to the applicable Unit must be provided in a timely fashion. The Association shall have the right to access the Unit in accordance with these Rules and Regulations and/or the Condominium Documents. Complaints regarding the maintenance of the Condominium Property must be submitted in writing to the Association or the Association's management.

8 **Security.** All Unit Owners, Guests, Residents, Tenants, and Occupants are solely responsible for their own respective safety at all times and/or for the safety of their respective personal property. The Association shall not be responsible in any way for the safety of any Unit Owner, Guest, Resident, Tenant, and/or Occupant, nor shall the Association be responsible in any way for the safety of any personal property and/or property of any kind belonging to a Unit Owner, Guest, Resident, Tenant, and/or Occupant.

9 **Fining.** The Association may levy fines against a Unit and/or Unit Owner for the failure of the Unit Owner and/or that Unit Owner's Family, Residents, Occupants, Tenants, and/or Guests to comply with any provision of the Condominium Documents. No fine may exceed \$100.00 per violation, per day. Fines may, however, be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing with the Association's fining committee; provided, however, that no such fine shall exceed \$1,000.00 in the aggregate for that violation. No fine shall be levied except in accordance with the Act.

10 **Storms.** In addition to any other requirements contained in the Condominium Documents, in the event of a warning involving a named storm of any kind, it is the Resident's sole responsibility to remove all plants, personal property, and/or furniture from the patio, balcony, and/or porch of that Resident's Unit.

11 **Drones.** No drones and/or unmanned aerial vehicles of any kind shall be used, operated, released, and/or flown within any portion of the Condominium Property, unless the written approval of the Association is obtained in advance of such use, operation, and/or release.

SECTION 12

RULES AND REGULATIONS GOVERNING HURRICANE SHUTTER INSTALLATIONS

A. *Definition.* "Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

B. *General.* Hurricane Shutters are prohibited, except as same may be approved by the Board in accordance with these Rules and Regulations.

C. *Installation Requests*

1. Any person desiring a Hurricane Shutter shall submit a written request therefor to the Board (or Manager) by completing an application for approval to install hurricane shutters, as may be promulgated by the Board of Directors, not less than thirty (30) days prior to the proposed commencement of installation. The written request shall contain (1) the name and address of the person desiring the Hurricane Shutter, (2) the Unit number to which the Hurricane Shutter will be installed, (3) the name, address, and telephone number of the proposed contractor who will install the Hurricane Shutter (together with the same information for any proposed subcontractors), (4) the proposed location for installation of the Hurricane Shutter, (5) the proposed type, style, brand, color, material and name and address of the manufacturer of the Hurricane Shutter, and (6) the proposed manner of installation of the Hurricane Shutter.

The written request required by Paragraph 1 above shall be accompanied by a copy of (1) the occupational license and certificate of competency of the proposed contractor (and, if applicable, the subcontractor) who will install the Hurricane Shutter, and (2) the insurance certificate of the proposed contractor (and, if applicable, the subcontractor).

2. In the event the Board, in its sole discretion, determines it to be necessary to have the Association's engineer review the documentation supplied pursuant to Paragraphs 1 and 2 above, for the purpose of determining whether the proposed Hurricane Shutter conforms to these Rules and Regulations and/or the applicable building codes, then the person requesting the installation of the Hurricane Shutter shall pay to the Association the estimated cost of such engineer's review within five (5) days of receipt of notice from the Board. Failure to pay the cost for the engineer's review within thirty (30) days subsequent to receipt of the Board's notice shall be deemed a withdrawal of the request for installation of the Hurricane Shutter. The Board shall be relieved from the requirement to approve or disapprove the proposed installation if said engineering fees are not paid.

3. Within thirty (30) days subsequent to receipt of the written request and accompanying documentation, pursuant to Paragraphs 1 and 2 above, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutter. For good cause, the Board may extend the time in which to approve or disapprove the proposed installation for a reasonable time, not to exceed an additional thirty (30) days (i.e., 60 days from date of receipt of written request and accompanying documentation). Good cause may include, but shall not be limited to, the engineer's inability to timely review the documentation. The Board shall send notice to the person requesting the proposed installation, whether the installation is approved or disapproved. In the event the Board shall disapprove the proposed installation, the notice shall state the basis for the disapproval. The Board may promulgate, and amend, from time to time, any forms it deems appropriate to convey its approval or disapproval of requests to install Hurricane Shutters.

4. In the event the Board approves the proposed installation, construction shall commence within sixty (60) days subsequent to receipt of the Board's notice of approval. Failure to commence construction within the specified time shall be deemed an abandonment of the installation, a withdrawal of the request for the proposed installation, a disapproval of the proposed installation, and the installation shall be prohibited. A person deemed to have abandoned the installation shall be required to submit another written request for a proposed installation in accordance with these Rules and Regulations.

D. Maintenance and Owner Obligations. As a condition of approval, the Owner of a Unit requesting installation of Hurricane Shutters shall be responsible for the insurance, maintenance, repair and replacement of the Hurricane Shutters.

E. Contractor Requirements.

1. No person (hereinafter Contractor) shall install, construct, affix, attach or place a Hurricane Shutter, unless such person is qualified to do so and holds an Occupational License to perform such installation from the governmental agencies having jurisdiction over such type of work within the County and/or appropriate governmental Unit(s) in which the Condominium is located and holds a Certificate of Competency from the State of Florida or other applicable governmental authority.

2. In addition to the requirements of Paragraph 1 above, no Contractor shall install, construct, affix, attach or place any Hurricane Shutter, unless the Contractor shall obtain and maintain Public Liability Insurance, including completed operations, in an amount not less than \$300,000.00, per occurrence, Workers' Compensation Insurance in an amount not less than \$300,000.00, and Automobile Liability Insurance, including non-owned automobiles, in an amount not less than \$300,000.00, per occurrence. Notwithstanding any minimum amount requirements, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association and the person requesting the installation of the Hurricane Shutter as co-insureds.

3. All insurance policies shall contain a clause requiring thirty (30) days prior notification to the Association in the event such policy or bond is to be canceled, terminated or modified in any manner. No Contractor or proposed Hurricane Shutter shall be approved, unless and until the policies or certificates of insurance are received by the Board.

F. Construction Lien Law. No Hurricane Shutter shall be approved, unless the installation thereof complies with the Construction Lien Law, Chapter 713, Florida Statutes (2014), as same may be amended or renumbered from time to time. The requesting Owner shall be fully responsible for compliance with such laws and, as a condition of approval, specifically agrees to indemnify the Association against any liens or other encumbrances occasioned by the installation.

G. Completion of Construction. Construction of the Hurricane Shutter shall be completed within thirty (30) days subsequent to the commencement of construction. Failure to complete construction within the specified time shall be deemed an abandonment of construction/installation and a withdrawal of the request for the proposed installation, the installation/construction shall be prohibited, and the proposed Hurricane Shutter shall be deemed disapproved.

H. Operation of Hurricane Shutters. Hurricane Shutters shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements.

I. Liability. The Owner of the Unit to which the Hurricane Shutter is installed shall be liable for any and all damage to the Condominium Property, Association property or the property of other Owners arising out of or concerning the construction, installation or maintenance of the Hurricane Shutter.

J. Removal of Shutters. The Owner agrees to be responsible for all costs of removal and reinstallation of the Hurricane Shutters, or any portion thereof, if necessary, to allow the Association to fulfill its maintenance, repair and replacement duties as set forth under the Declaration and the Act.

K. Technical Specifications.

1. The Hurricane Shutter and the installation thereof shall conform, in all respects, to the State Minimum Building Codes and the Building Codes of the governmental agencies having jurisdiction over the Hurricane Shutter installation in the Condominium.

2. The minimal and general specifications adopted by the Association, which shall be applicable to and binding upon all Hurricane Shutter installations are attached hereto as Exhibit "A" and incorporated herein.

L. Authority of Association Officers and Agents. All references to "Board" or "Association" herein shall include authorized Officers and agents of the Association.

M. Miscellaneous/Remedies. Any Unit Owner seeking approval for Hurricane Shutters shall sign an Application which agrees to comply with this Rule (plus any other Rules and Regulations of the Association) including the following:

1. Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the Hurricane Shutters.

2. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary Building or Zoning Permits, variances and adherence to any and all other procedures outlined for the construction and maintenance of the improvements described herein by all City, Town, County, State or other governmental entities, including compliance, with current building codes.

3. Owner agrees to construct and maintain the Hurricane Shutters referred to herein in a first-class manner, and Association shall have the right, upon prior notice to Owner, to periodically inspect the shutters to verify compliance with this requirement. If Owner fails to maintain the hurricane shutters as required herein, after ten (10) days' written notice from Association to Owner, Association shall have the right to perform, or have performed, any required maintenance or repair work or to have the Hurricane Shutters removed and the property restored to its condition prior to the installation of the Hurricane Shutters. Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the Unit referred to herein in order to secure payment of any such sums. Said lien shall bear interest and be collectable and foreclosable in the same manner as liens granted to the Association under the Declaration and Condominium Act for non-payment of Condominium Assessments.

4. Owner agrees to indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of or because of the construction, installation or maintenance of the Hurricane Shutters described above.

5. Owner agrees to be responsible for any damage to the Condominium Property, Association property or other Units within the Condominium which is caused as a result of the construction, installation or maintenance of the Hurricane Shutters described herein.

6. The Association shall not be required to approve or permit any Hurricane Shutter, unless and until the person requesting the installation thereof has fully and completely complied with each and every provision of these rules.

7. No Contractor, subcontractor, laborer or materialman shall be permitted entry upon the Condominium Property, for purposes of actual installation, construction or delivery of materials, unless and until the proposed Hurricane Shutter has been approved by the Association.

EXHIBIT "A"

TECHNICAL SPECIFICATIONS FOR HURRICANE SHUTTERS

1. The materials, equipment, installation and construction of Hurricane Shutters installed on any property subject to the rules of the Association shall conform in all respects with the applicable Building Code and any applicable requirements of construction established by the government agency having jurisdiction over construction of the Condominium related to the wind load requirements for Hurricane Shutters.
2. Further specifications are as follows:
 - A. There shall be three (3) types of permitted Hurricane Shutters installations: (i) Roll down shutters on windows; (ii) Crimsafe screens on windows; and (iii) Accordion shutters inside the screened porches.
 - B. The following types of Hurricane Shutters shall not be permitted on any portion of the Condominium Property: (i) Accordion shutters on the outside of Unit windows; (ii) Roll down shutters on anything other than windows; and/or (iii) Storm panels.
 - C. All Hurricane Shutters must be beige in color, except for the Crimsafe screen product that can be black.

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Section 13

RULES AND REGULATIONS GOVERNING MEETINGS OF THE UNIT OWNERS AND OF THE BOARD

13.1 RULES AND REGULATIONS GOVERNING POSTING OF NOTICE

Pursuant to Section 718.112(2)(c) of the Act, the official location for posting notice of Association meetings is adjacent to the front door of the Clubhouse. This does not preclude the Association from posting at other locations in and/or on the Condominium Property in addition to the location described above.

13.2 RULES AND REGULATIONS GOVERNING UNIT OWNERS PARTICIPATION AT MEETINGS

WHEREAS, Section 718.112(2)(c) of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at meetings of the Board; and

WHEREAS, Section 718.112(2)(d)7 of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at Unit Owner meetings; and

WHEREAS, the Board of Directors 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 regarding Unit Owner participation at meetings are adopted:

13.3 BOARD AND COMMITTEE MEETINGS

1. Board and Committee Meetings Defined.

(a) "Board Meeting" is defined as a quorum of Directors gathered to conduct Association business.

(b) "Statutory Committee Meeting" is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

(c) "Statutory Committee" means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

2. Attendance at Board or Statutory Committee Meetings. Unit Owners have the right to attend Board and Statutory Committee Meetings except as provided by law. No person other than a Unit Owner shall be permitted to attend

such Meetings, unless permitted by the Chairman of the meeting. Unit Owners do not have the right to attend meetings of any Committee which is not a Statutory Committee, unless permitted by the Committee Chairman or required by law.

3. Participation at Meetings.

(a) Unit Owners have the right to speak at Board and Statutory Committee Meetings. No other person shall be permitted to speak at such Meetings, unless permitted by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted.

(c) A Unit Owner will only be permitted to speak once in reference to each designated agenda item, unless otherwise requested to speak again by the Chairman of the Meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item unless approved by the Chairman of the Meeting. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the discussion and voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements regarding designated agenda items.

4. Taping of Meetings.

(a) Unit Owners may tape record or videotape any Meetings of the Board or Statutory Committee.

(b) A Unit Owner desiring to tape record or videotape a Board Meeting or Statutory Committee Meeting shall submit a written notice to the Secretary or Manager at least five (5) minutes before the start of the Meeting advising that the meeting will be tape recorded or videotaped. A separate written notice must be made for each meeting the Unit Owner desires to tape record or videotape.

(b) No tape recording or videotaping of any Meeting shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

13.4 UNIT OWNER MEETINGS

Unit Owner Meetings Defined. "Unit Owner Meetings" is defined as a quorum of Unit Owners gathered at a lawfully noticed meeting to conduct official Association business.

Attendance at Unit Owner Meetings.

Unit Owners have the right to attend Unit Owner Meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner's proxy shall be permitted to attend Meetings, except agents of the Association or persons permitted by the Chairman.

Participation at Unit Owner Meetings.

(b) Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at Meetings, except agents of the Association, designated proxies, or those persons permitted to speak by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or majority vote of those present (in person or by proxy) at the meeting.

(c) A Unit Owner will only be permitted to speak once in reference to each agenda item. A Unit Owner statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the voting of the Unit Owners upon that agenda item.

Taping of Unit Owner Meetings.

(a) Unit Owners may tape record or videotape Unit Owner Meetings as permitted by law. A Unit Owner desiring to tape record or videotape such a Meeting shall submit written notice to the Secretary or Manager at least five (5) minutes prior to the start of the meeting.

(b) No tape recording or videotaping of Unit Owner Meetings shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

13.5 ENFORCEMENT OF MEETING RULES

1. **Fines.** The Board of Directors may, in accordance with the fining authority and procedures set forth in the Condominium Act, levy a fine against any person who fails to comply with this Rule.

2. **Legal Action.** The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with this Rule.

3. **Other Remedies.** Nothing in this Rule 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.

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SECTION 14

RULES AND REGULATIONS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS

WHEREAS, Section 718.111(12)(c) of the Act provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying; and

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

NOW THEREFORE, the following rules governing inspection of the Official Records of the Association are adopted:

A. RECORDS DEFINED. The Official Records available for inspection and copying are those designated by the Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

B. RECORDS AVAILABLE. No records other than those defined above shall be available for inspection or copying.

C. PERSONS ENTITLED TO INSPECT OR COPY. No Unit Owner, or the Unit Owner's authorized representative, shall have any right to inspect or copy the records of the Association, except as permitted by law. All references to Unit Owner will include a Unit Owner's authorized representative. No other person shall be permitted to inspect or copy the Association records, unless approved by the Board or the President or unless required by law.

D. INSPECTION AND COPYING.

1. A Unit Owner desiring to inspect or copy Association records shall submit a written request by U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefor to the Association at the official address of the Association, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.

Requests by facsimile transmission, electronic mail (e-mail) or other means do not comply with this Rule. Verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

A Unit Owner's inspection request shall be deemed received as follows. If sent by regular U.S. Mail, five days after the date of post-mark on the letter transmitting the request. If by U.S. Certified Mail, Return Receipt Requested, the date that the

receipt card was signed for by the Association.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying and shall be conducted solely by the Unit Owner signing the inspection request, or their authorized representative. No inspection or copying of any other records shall be permitted. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

3. A Unit Owner shall not submit more than one (1) written request for inspection or copying of records per calendar month.

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 Orange County, Florida or, if outside of Orange County, Florida, within forty-five (45) miles of the Condominium. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

5. Records shall generally be made available for inspection by the Association on or before the fifth (5th) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Unit Owner or for good cause. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10th) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended 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 Unit Owner by telephone or in writing, that the records are available and the time, date and place for such 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, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours

of operation, then 9:00A.M. to 12:00 P.M. and 1:00 P.M. to 5:00P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than nine (9) hours in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month.

6. If, at or subsequent to inspection, a Unit Owner desires to have a copy of a record, the Unit 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 permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If, however, the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept 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. Copies made by an outside source shall be available as soon as a copying service can 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 where Official Records are kept. **Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place.** As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

7. The Association shall allow a Unit Owner or his or her authorized representative 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 Unit Owner or his or her authorized representative with a copy of such records. The Association may not charge a Unit Owner or his or her authorized representative for the use of a portable device.

8. A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed twenty-five cents (\$.25) per page and absent a Resolution by the Board to the contrary, copies shall be charged at twenty-five cents (\$.25) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than

cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received.

9. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. However, if records are kept on computer format, the Association may print such records to paper. The Association shall not be obligated to allow Unit Owners to access the Association's computer system, nor shall it be required to make copies of computer records which may violate copyright laws, licensing laws or agreements, vendor agreements, or which involve proprietary software or computer data. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Unit Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

10. The Association may comply with its obligation to make Official Records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If the Association provides access to Official 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. If, however, a Unit 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.

E Manner of Inspection

1. For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. 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 admitted to practice in Florida.

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 or 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.

F. ENFORCEMENT OF INSPECTION AND COPYING RULES

1. Any violation of these Rules may result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.
2. Any requests for inspection and copying not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying and shall indicate how the request fails to comply herewith.
3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including the levy of fines.
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.
5. The President of the Association, or the Manager (under the direction of the President), shall have the authority to interpret and implement the provisions of this Rule and make decisions and judgments arising hereunder without need for Board approval on a case-by- case basis.

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Section 15

RULES AND REGULATIONS GOVERNING UNIT OWNER INQUIRIES

WHEREAS, Section 718.112(2)(a)2 of the Act provides that the Association, through its Board of Directors, may adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple "inquiries" filed by Unit Owners.

NOW THEREFORE, the following Rules are adopted:

- 15.1.** An "inquiry" is defined as a question, which specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.
- 15.2** An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to the President of the Association, or the Association's Registered Agent, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.
- 15.3** All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association, or the address contained on the document constituting the inquiry.
- 15.4** The Association is only obligated to respond to one written inquiry per Unit owned in any given 30-day period. The Association shall respond to each pending inquiry, as required by law. A Unit Owner's submission of more than one inquiry per Unit owned during a thirty (30) day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall result in the Association only responding to the first inquiry received. In such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30) day period, or periods, as applicable.
- 15.5** Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association's substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.

15.6 Should any Unit Owner inquiry involve privileges pertaining to pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner if such would result in a waiver or violation of any privilege.

Any violation of this Rule shall be deemed a violation of a rule of the Association, and shall subject the Unit Owner to all remedies provided by Florida Law and the governing documents with respect to same, including the levy of fines.

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Section 16

ASSOCIATION FEE SCHEDULE

The following is a schedule of fees and/or charges by the Association, which may be modified by the Board of Directors from time to time, but which shall in no event exceed the maximum permissible by law. The entitlement to receipt of these fees may be allocated between the Association and a Community Association Management Firm or other third party as provided in a written agreement. Attorneys' fees incurred by the Association with respect to the issues for which fees are levied may be passed on to Unit Owners or other third parties, if permitted by law, and shall be in addition to the Association's fees.

16.1 Deposits:

Security Deposit for Tenants: If required, not to exceed one (1) month's rent

Social/Clubhouse Deposit: If required, \$200.00

16.2 Common Element Use Fees:

Pool / Fitness Center / Clubhouse Use: No Charge

Parking Passes: No Charge

Pool Wristbands: No charge for the first four per unit per calendar year.
\$5.00 for each replacement and/or additional wristband

Entrance Gate Cards: \$25.00 each

Entrance Gate Remotes: \$45.00 each

Tennis Court / Fitness Center Keys: No Charge for first key.
\$25.00 for each replacement key

16.3 Estoppel/Payoff Letters:

Pursuant to Section 718.116 of the Act, this shall constitute the Board's Resolution to charge a reasonable fee of \$100.00 for each estoppel/payoff letter.

16.4 Mortgagee/Lender Questionnaire:

The Association is not obligated to complete these forms and hereby reserves the right to decline to do so in any instance. If a mortgagee/lender questionnaire is requested and responses are prepared by the Association, the fee is \$150.00, per form/questionnaire, plus any legal fees incurred by the Association necessary to assist in the preparation of the responses. This charge shall be in addition to any fee for estoppel/payoff letters.

16.5 Approval Fees

16.5.1 Lease Approval

Background check: \$50.00 for every resident over the age of 18
Nonrefundable admin fee of \$100 for all new leases

16.5.2 Title Transfer Approval

Background check: \$50.00 for every resident over the age of 18
Title Transfer Fee: \$200.00

16.6 Official Records:

Photocopying of Association's Official Records on site: \$0.25 per page
Copying performed by commercial service: Actual cost to Association

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