



# REVISED RULES AND REGULATIONS

## Cape Haze Resort Version 8.8

### Introduction to the Rules and Regulations

Rules and Regulations are adopted by the Board of Directors and Members of the Cape Haze Community Association to provide for the safety, security, comfort and peace of all owners and renters and for the maintenance of the physical environment of the Resort. While Rules and Regulations can be quite complex and detailed, they cannot anticipate every circumstance that may be encountered in the course of the operation of the community.

For that reason, the Board has reserved for itself the ability to grant exceptions to the Rules and Regulations *for good cause and when requested in writing* [please see II (B)(2) and XI (C)].

Courtesy to others is a guiding principle for our community. It is especially important to allow your neighbors to enjoy peace and quiet from 10 p.m. to 7 a.m. Please help us make Cape Haze a welcoming resort, a great place to kick back and relax.

### Section I: Recreation

#### A. POOL AND SPA

1. **Hours of operation:** One half hour after sunrise to one half hour before sunset.
2. **Showering:** All persons must shower before entering the pool.
3. **Child supervision:** Children twelve (12) years of age and under must be supervised by a responsible adult.
4. **Diving:** Diving into the pool is prohibited.
5. **Pets:** Pets are prohibited from being in the pool and/or on the pool deck at any time.
6. **Service animals:** The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals
7. **Swim diapers:** Persons who are not toilet trained and/or are incontinent must utilize swim diapers (or similar protective under garments) while in the pool.

#### B. SPA

1. **Use of Spa:** Recommended maximum use of the spa is fifteen (15) minutes.
2. **Warning:** Pregnant women, infants, those with health problems and those using medications that cause drowsiness should not use the spa.



C. FOOD, DRINK, PETS, ELECTRONICS

Food and drink are not permitted *in* or *within* five feet (5') of the pool and spa. Glass objects, pets and large floatation items are not permitted inside the fenced pool area and/or on the pool deck. Electronic entertainment devices *may be used in the pool, the pool deck and clubhouse area only with earphones.*

D. SMOKING

Smoking, including the use of e-cigarettes, is prohibited inside the clubhouse, Gathering Room, fitness room, within the fenced pool area or in the space between the pool, clubhouse and Gathering Room (also see Section III (D) below).

E. POOL BATHROOMS

All persons utilizing the pool shall utilize the designated pool bathrooms for any bathroom needs that may develop while utilizing the pool. All persons in wet bathing suits are prohibited from entering the clubhouse to access the pool bathrooms.

F. FITNESS ROOM

For safety reasons, persons seven (7) years old and younger are not permitted in the exercise room at any time, supervised or not. Similarly, for safety reasons, persons between the ages of eight (8) and seventeen (17) are not permitted in the fitness rooms unless supervised by an adult. All persons shall wipe down equipment with the cleaner provided by the Association after each use.

G. GATHERING ROOM

1. Utilizing the Gathering Room for personal, commercial and business use is prohibited. The Association and the Member Associations may utilize the Gathering Room for Association business including, but not limited to, Board Meetings, Meetings of the members, and Annual Meetings.
2. Unit *owners* are allowed to rent the Gathering Room a maximum of four (4) times per calendar year.
3. Unit owners must obtain written approval for each Rental Event from the Board of Directors or a committee designated for the purpose.
4. The maximum number of persons permitted in the Gathering Room for a Rental Event must not exceed the maximum capacity permitted by fire safety regulations.
5. There is a maximum of eight (8) hours of use of the Gathering Room per Rental Event.
6. All Rental Events must begin after 8:00 a.m. and end no later than 10:00 p.m. the same calendar day.
7. ALL reservations must be booked with the on-site management company a minimum of twenty (20) calendar days in advance of the Rental Event with a deposit due at the time of booking.
8. The Board is authorized to determine the amount of the security deposit and to require the execution of a "Gathering Room Application and Rental Agreement" as a condition precedent to utilizing the Gathering Room for a private function.

H. GRILLS

1. The Association provides gas barbecue grills at the clubhouse as well as various locations within the Community that can be used on a first come first served basis. *Please be sure to disengage and or turn of the gas supply when finished utilizing the gas grill.*



2. The use of personal grills anywhere on the Common Areas or Common Elements within the Cape Haze Community is prohibited.
  3. Unit owners and tenants may utilize personal electric grills on the screened lanai of a Unit.
  4. All persons are prohibited from utilizing grills or other cooking equipment fueled by wood, charcoal, propane or other flammable materials within the garage or storage room of a Unit, within a Unit and/or on the screened lanais of a Unit.
- I. CONSUMPTION OF ALCOHOLIC BEVERAGES  
The serving, use and consumption of alcohol inside the clubhouse, Gathering Room, fitness room, within the fenced pool area or in the space between the pool, clubhouse and Gathering Room by individuals less than 21 years of age or who are intoxicated is prohibited.
- J. MISCELLANEOUS  
When using the tennis, pickle ball, basketball, bocce courts, and other recreational amenities, please take turns and make an effort to include others if possible. The use of skateboards, razors, roller blades, roller skates, scooters, remote control toys and similar items is prohibited on limited common element breezeways, tennis courts, pickle ball courts, basketball courts, or in the pool area/deck.

## Section II: Vehicles, Parking and Garages

### A. GENERAL

1. **APPLICABILITY:** These Rules and Regulations regarding Vehicle and Parking apply to all persons, including Unit owners, tenants, guests, and invitees. Vehicles on site in contravention of these Rules and Regulations may be towed.
2. **SPEED LIMIT:** The Speed limit within the Cape Haze Community is 10 mph.

### B. PARKING

1. **PROHIBITED PARKING:** Unit owners, guests, tenants and invitees are prohibited from parking vehicles in driveways, open garage areas, streets, cul de sacs or on any grass area in the Cape Haze Community.
2. **MANDATED USE OF DESIGNATED PARKING:** Residents must utilize the designated parking space(s) appurtenant to the Unit owner's Unit for overnight parking.
3. **USE OF OPEN PARKING SPACES:** Residents may park their vehicles in unassigned open parking spaces during the day as those spaces are available. Residents may park their vehicles *overnight* in unassigned open spaces *only if the vehicle displays an "open parking" sticker issued by the Association.*
4. **PARKING STICKERS**
  - i. Unit Owners: Parking stickers shall be issued to all Unit owners for the designated parking space(s) appurtenant to a Unit. Except for eligible vehicles parking in designated disabled parking spaces, no vehicle will be issued more than one type



of parking sticker. Owners with two vehicles and (a) a single car garage or (b) a carport must obtain an “open parking” sticker for their 2<sup>nd</sup> vehicle.

- ii. **Tenants:** All tenants must acquire monthly or seasonal parking sticker(s) from the property manager upon arrival at Cape Haze Community. The parking sticker(s) issued to the tenant will be for the designated parking space(s) appurtenant to the Unit the tenant is leasing. If a tenant arrives after normal business hours the tenant must acquire parking stickers from the property manager when the office is next open for business. Tenants with more than one vehicle must obtain an “open parking” sticker for their 2<sup>nd</sup> vehicle, but “open parking” stickers will not be available to residents whose designated parking appurtenant to the Unit is a two-car garage.
  - iii. **Guests:** Vehicles of overnight guests must display a temporary parking sticker, but those of daytime visitors need not. Overnight guests may park in any unassigned open parking space. All overnight guests must acquire a temporary parking sticker from the property manager upon arrival at Cape Haze Community.
5. **DISABLED PARKING PERMITS:** Pursuant to Section 316.1955, Florida Statutes (2018) only those persons who have been issued a disabled parking permit under Sections 316.1958, and 320.0848 Florida Statutes (2018), or issued a license plate under Sections 320.084, 320.0842, 320.0843, and 320.0845, Florida Statutes (2018) are permitted to park in the designated disabled parking spaces located throughout the Cape Haze Community.

Residents who are disabled are ordinarily expected to use designated disabled parking spaces for loading and unloading and to otherwise use the parking space(s) appurtenant to their Unit for overnight parking as required in B (2) above. While exceptions to this may occur, *overnight parking in handicapped spaces is prohibited unless the vehicle displays an “open parking” sticker*. Because the statute restricts the use of a designated disabled parking space to a maximum of 30 minutes, “open parking” stickers will be issued only to disabled residents who are either the sole occupants of their units or who reside with persons incapable, by reason of disability, of parking a vehicle in an ordinary designated space.

6. **PERMITTED VEHICLES:** Permitted Vehicles shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two (2) doors or four (4) doors on a sedan, hatchback or convertible and shall also include pickup trucks, station wagons, vans, minivans, and sport utility vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer. Pickup trucks may have only four (4) wheels, may not be oversized, must have a clean and tidy bed at all times, and nothing may protrude from the vehicle. Motorcycles and motor scooters are considered Permitted Vehicles.
7. **PROHIBITED VEHICLES:** The following vehicles are prohibited from being in the Cape Haze Community *except* as provided in paragraphs (i) and (ii) below: golf carts, commercial vehicles, panel vans without windows on the sides of the cargo area,



vehicles with more than four wheels, oversized vehicles, and other motorized vehicles not used primarily for personal transport on public streets. A vehicle advertising a business is considered to be a commercial vehicle; bumper and window stickers, dealership names and maker's marks are not considered to be advertising. An oversized vehicle is one that does not fit comfortably in a carport.

- i. The following vehicles are permitted in the Cape Haze Community, temporarily, while engaged in activity, but not overnight: (1) emergency vehicles, (2) delivery vehicles, (3) moving vans, and (4) motor homes, campers and other oversize vehicles only so long as is necessary to pick up and discharge passengers or cargo.
  - ii. Notwithstanding the foregoing prohibitions, service vehicles may be temporarily parked as necessary during the time they are actually providing service to a Unit, the Association, a Member Association Common Area, or Common Element, but in no event overnight. Written approval of the Board of Directors or the Association Management Company shall be obtained before a service vehicle is parked on the Common Area grass, Common Element grass, walkways, or sidewalks within the Cape Haze Community. Condominium. Approval of the Board of Directors or the Association Management Company shall be obtained before a service vehicle is parked overnight anywhere within the Cape Haze Community.
8. **BOAT AND TRAILER PARKING:** Boats and trailers (including motorcycle trailers) are permitted to be stored in the undeveloped section of the Cape Haze Community. Upon receipt of the written permission of the Board of Directors a Unit owner may store one (1) boat and one (1) trailer in the undeveloped section of the Cape Haze Community. All boats and trailers shall be registered with the management office prior to storage on site.
9. **VEHICLE CONDITION:** Every vehicle on site must be in proper condition to be operated legally on a public roadway, including having a current tag. Repairs to cracked, broken or missing windows, lights and body trim must be made within one week, and flat tires must be repaired within 24 hours. The Board of Directors shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board of Directors determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly. The opinion of the Board of Directors shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board of Directors is not unreasonable shall conclusively establish the validity of such position.
10. **WASHING AND MAINTENANCE:** The washing of vehicles is prohibited in the Cape Haze Community. Minor repair of motor vehicles to put them in a condition to operate on public highways and which will require less than 90 minutes to complete (e.g. changing a flat tire; charging a battery; repairing a windshield) is permitted. No extended (more than 90 minutes) or routine (e.g. changing oil) maintenance or repair of motor vehicles, (excluding those owned by the associations) may be performed on site, except within a garage space, isolated from public view.



11. **DEHUMIDIFIERS:** Dehumidifiers in garage spaces and storage rooms must be plumbed to drain out the backs of buildings. Adjacent garage space and storage room owners must cooperate as reasonably required for drains to be installed. Dehumidifiers may not drain into open garage areas or onto sidewalks.
12. **BICYCLES:** Bicycles cannot be left or stored under stairwells, along breezeways or walkways, beneath air conditioner platforms or any areas other than garages, storage rooms, lanais or in the bicycle racks provided at each building.

### Section III: Grounds and Exteriors

- A. **GENERAL:** Littering is prohibited in the Cape Haze Community.
- B. **GARAGE AND YARD SALES:** Garage and yard sales are prohibited in the Cape Haze Community.
- C. **OPEN HOUSES:** Open houses are permitted. Prospective buyers must be accompanied by owner or broker at all times while in the Cape Haze Resort.
- D. **SMOKING:** Smoking, including the use of e-cigarettes, is not permitted in or around the clubhouses and pool areas, on the breezeways or elevators, on lanais, or in public areas within ten feet (10') of a condominium building except in designated smoking areas. Please use receptacles placed in these areas for cigarette and cigar butts and pipe ashes.
- E. **CLEAR WALKWAYS:** The sidewalks, entranceways, elevators, breezeways, stairs and common elements must remain clean and free of obstructions for the safety of all. Nothing must be left unattended in the common elements or the common areas except in specially designated areas (e.g. bicycle racks). Welcome mats are permitted outside entry doors of each unit. Planters fitting *entirely* within the entryway are permitted in entranceways so long as the full width of the breezeway remains clear.
- F. **HANGING ITEMS:** Rugs, towels, clothing and other items may not be hung from windows, lanais, breezeway railings or carports.
- G. **WINDOWS AND DOORS:** Windows and glass doors must appear white or off-white from the exterior and may not be covered with aluminum foil or newspapers. All breezeway windows must have window coverings, and such coverings must be closed if the unit is vacant for more than three consecutive days. Unit owners **must** provide the Association and/or the Association Management Company either a duplicate key for units, unit storage areas and garages or a combination code for doors equipped with such locks.
- H. **ATTACHMENTS TO THE BUILDINGS:** Nothing may be attached to the outside of the building or project from any window, door, or lanai with the exception of decorative wreathes on entry doors, hurricane protection on lanai doors and flags specified in Florida statute. No storm or hurricane shutters or windows may be installed except in full compliance with the standards established by the associations.
- I. **AIR CONDITIONING CONDENSERS:** No part of an air-conditioning condenser may be more than 32" above the top surface of the platform.

- J. **FLAMMABLE AND COMBUSTIBLE MATERIALS:** All persons are prohibited from storing flammable, combustible or explosive liquids or gases in a Unit. Unit owners and tenants may store typical household cleaners in a Unit, garage Unit or Common Area/Element storage area. Other flammable liquids (e.g. gasoline) may be stored in a garage Unit or Common Area/Element storage area *only* in OSHA-approved, UL listed metal storage cans up to an aggregate limit of five (5) gallons. Storage cans must be inspected and verified as acceptable by Association management *prior* to placement in a garage Unit or Common Area/Element storage area.
- K. **SIGNS:** Signs, decals, or symbols signifying 1) the existence of a security system; 2) warning of a dog; or 3) presenting notification that an occupant residing in the unit has a medical condition can be placed in windows, or on the primary entrance door of a unit. The total number of signs, decals, or symbols signifying 1) the existence of a security system or 2) presenting notification that an occupant residing in the unit has a medical condition shall be three (3) per unit. The maximum size of said signs, decals, or symbols shall be four (4) inches by five (5) inches. These signs, decals, or symbols must be removed before the sale of a unit and the owner is responsible for any costs associated with their removal.
- L. **NOISE:** Loud, offensive or disturbing noises are prohibited. Vehicle horns and engines, and many musical instruments, televisions, radios, sound systems, and computers are capable of causing annoyance. Please be considerate, especially between the hours of 10 PM and 7 AM.

#### **Section IV: Lanais**

- A. **GENERAL:** Unit owners, tenants and guests are prohibited from utilizing the Unit lanai for storage. With the exception of the storage of bicycles [see II(B)(12)], only furniture, planters and permitted appliances shall be utilized on the Unit lanai.
- B. **REPAIR:** Lanai screens must be in good repair and in place at all times.
- C. **HURRICANE PRECAUTIONS:** Lanais must be clear while hurricane watches and warnings are in effect.
- D. **SMOKING:** Smoking, including e-cigarettes, is not permitted on lanais.
- E. **GRILLING AND COOKING [SEE SECTION I (H)]**
1. Unit owners and tenants may utilize personal electric grills on the screened lanai of a Unit.
  2. All persons are prohibited from utilizing grills or other equipment fueled by wood, charcoal, propane or other flammable materials within the screened lanais of a Unit.

#### **Section V: Pets**

- A. **GENERAL:** Unit owners, Guests, and Tenants may keep no more than two dogs, two cats or one dog and one cat per Unit. Caged birds and fish may also be kept. All pets must be carried and/or kept on a leash no more than six (6) feet in length at all times when outside the Unit.
- B. **COMMON RULES:** Unit Owners, Guests and Tenants must pick-up all solid wastes of their pets and dispose of such wastes appropriately.



- C. SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS: The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals.
- D. It is the Association's position that the state, county, and city law enforcement and/or animal control are the authority on whether a pet should be deemed a danger and/or nuisance to the member, families, and guests of the Cape Haze Resort Community. The Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a pet should be removed from the Cape Haze Resort Community and/or destroyed.

## Section VI: Guests and Renters

- A. GENERAL: Owners must provide a copy of these rules and regulations as they may be amended from time to time to their guests and renters, and guests and renters are required to observe them. Owners are encouraged to lease to responsible parties, to favor longer term rentals over shorter term rentals and to prohibit smoking in the unit.
- B. GUEST REGISTRATION: *In the absence of the owner or the registered tenant in the unit during the guests' visits*, guests of the owner or tenant are required to register with the Association or its agents or designees on forms provided by the Association. Registration must be complete either before or within 24 hours of the arrival of the guest(s).
- C. GUEST VEHICLE REGISTRATION: Overnight guests of owners and tenants must register their vehicles with the Association or its agents or designees using forms provided by the Association and must obtain a parking pass.
- D. GUESTS ACCOMPANIED: Guests must be accompanied by a person in residence while enjoying the common facilities. Occupants of any one unit may host up to six guests in the common areas at any one time.
- E. PETS: Guests are permitted to have pets as long as the total number of pets associated with a unit does not exceed the limits specified in Section V of these Rules and Regulations.
- F. PARKING: Tenants must utilize the parking space assigned to the Unit, be it a garage or a carport.
- G. USE OF COMMON FACILITIES BY OWNERS IN ARREARS: Owners, and their renters and guests may not use the common facilities if said owners have not paid all amounts owing to the associations, including fines, late fees, interest and attorney fees.
- H. USE OF COMMON FACILITIES BY OWNERS WHEN UNITS LEASED: Owners may not use the common facilities while their units are leased except as guests of the lessee.
- I. UNIT RENTALS: The minimum rental period may vary depending on whether the owner is subject to Declarations as they may be amended or the original Declarations. Unit owners will be bound by Declarations effective at the time of purchase.
  - 1. The minimum rental period is four weeks for those who must follow the Amended



Declarations. This means that a subsequent renter may not occupy a Unit until twenty-eight (28) days have passed since the previous renter took occupancy. The Amended Declarations prohibit *advertising* for rental periods less than 4 weeks.

2. The minimum rental period is 7 days without any advertising restrictions for those who remain subject to the original Declarations. This means that a subsequent renter may not occupy a Unit until seven (7) days have passed since the previous renter took occupancy.
  3. Owners should contact the property manager to confirm which rental period applies to them before offering their units for rent.
- J. TRANSFER OF UNIT OCCUPANCY BY LEASE OR OTHER ARRANGEMENT. In order to maintain a community of congenial, financially responsible residents and to protect owner value, any lease or other arrangement for the occupancy of a Unit (a “lease”) shall be subject to the following requirements:
1. **Approval Criteria.** All transfers of Units by lease are subject to review and prior approval by the appropriate Condominium Board of Directors, its agent or designee in accordance with the following criteria:
    - a) ***Approval of Leasing.*** All leases and tenants of a Unit pursuant to a lease shall be subject to prior written approval of the appropriate Condominium Association’s Board of Directors, its agent or designee. Occupancy of a Unit by a person or persons in the absence of the owner, except for the spouse of the owner, or parents, children, grandchildren or siblings of either the owner or his spouse, shall be treated as a lease and must be approved by the appropriate Condominium Association’s Board of Directors.
    - b) ***Procedure for Approval -- Application Form and Other Information.*** Within a reasonable time, not less than 10 business days prior to the commencement of the proposed lease term, a Unit owner or his agent shall apply ~~to the Board~~ for approval of such lease on the written application form prescribed by the appropriate Condominium Association. This application must be complete, signed and accompanied by the required application fee delivered by mail, email or in person to the Management Office. The owner or agent of the owner and the prospective lessee shall furnish such information as the Board may reasonably require, including a copy of the proposed form of the lease agreement. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent Governing Documents (*defined as the current Declarations, Articles, Bylaws and Rules and Regulations*) of the Community and Condominium Associations, and it shall be deemed sufficient compliance with this requirement if the lease agreement shall include an acknowledgement subscribed by the lessee that the lessee has examined such documents on the Association’s web site. Each lease agreement, or addendums attached thereto, shall contain (1) an agreement of the tenant to comply with the Governing Documents and all other documents governing or affecting the Unit; (2) a provision appointing the Association as agent for the owner so that the Association may act on behalf of the owner to enforce the lease, evict the tenant, or take such other action as the Board may deem necessary or appropriate; and (3) a

provision authorizing the tenant to pay rental directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying any monetary obligation to the Association; ~~and~~ If the lease agreement fails so to provide, the provisions of this section shall be deemed incorporated therein by reference. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions.

- c) ***AirBnB, VRBO and Other Leasing Arrangements.*** Owners using AirBnB, VRBO or similar agents remain subject to **all** of the provisions of Section VI. This includes (1) having prospective tenants complete either the New Tenant Registration Form or the Returning Tenant Registration Form as appropriate **and** submitting the form as provided in Section VI[J]1(b); (2) providing copies of the Governing Documents to prospective tenants; (3) acknowledgement by the prospective tenants that they have been provided with the Governing Documents; and (4) agreement by prospective tenants that they will follow the Rules & Regulations; and (5) completion of a background check for new tenants. Owners will list AirBnB, VRBO or similar agencies as their agents on the Tenant Reservation Forms.
- d) ***Notification.*** It shall be the duty of the ~~Board~~ appropriate Condominium Association or its designee or agent to notify the Unit owner of approval or disapproval of such proposed lease or to request additional information within ~~ten~~ (4) five (5) business days after receipt of the complete application for lease on the prescribed form with all required information and the application fee as may be determined by the Association from time to time. The Association or its designee or agent may request additional information or a personal interview of the prospective lessee. It shall be the duty of the Association or its designee or agent to notify the Unit owner of approval or disapproval of such proposed lease within five (5) business days after receipt of requested additional information and/or the day of the personal interview.
- e) ***Security Deposit.*** The Board or its designee or agent shall have the right to require, as a condition to approving the leasing of a Unit, deposit with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in an account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful acts of the lessee or his invitees, including but not limited to damage to the Common Elements and the Limited Common Elements. Each tenant shall be jointly and severally liable with the Unit owner for any damages to the Common Elements or Association property or other injuries or damage caused by the acts, omissions or negligence of such tenants or those claiming by, through or under them. Any amounts remaining from the security deposit after such amounts have been deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by lessee.



- f) ***Only entire Units may be leased.*** Lease of rooms or less than the entire Unit is prohibited. Units may ~~only~~ be occupied by tenants as single family residences only. The maximum number of overnight occupants of the Unit shall be six (6). The maximum stay for guests of tenants is fourteen (14) days.
2. **Disapproval of Leasing by Association.** If a proposed lease or lessee is disapproved by the Board of Directors for good cause (see below), the Unit owner shall be so advised in writing as provided in Section VI[J](1)(d) and the lease shall not be made. Any lease made in violation of these Rules and Regulations shall be voidable and the Association may institute suit to evict the tenant in which event the Unit owner violating these Rules & Regulations shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels. The Association neither shall have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease or tenant if any denial is based upon "good cause" which shall mean and include the following:
- a) The prospective lessee for whom approval is sought (which shall include all proposed occupants) has been convicted of a crime involving physical violence or a crime of a sexual nature, or who is registered in a sex-offender registry in Florida or any other state in the United States of America, or who has been convicted of the illegal manufacture or distribution of a controlled substance.
  - b) The application for approval on its face, facts discovered in connection with any investigation the Association may conduct, or the conduct of the prospective lessee indicates a reasonable likelihood that the prospective lessee is unable or unwilling to comply with the Governing Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Board as provided for herein shall constitute a presumption that the prospective lessee's conduct is inconsistent with the Governing Documents.
  - c) The prospective lessee has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Community as a tenant, Unit Owner or occupant of a Unit, or otherwise.
  - d) The prospective lessee has failed or refused to provide the information, tender applicable fees or appear for an interview, as may be required to process the application in a timely manner.
  - e) All Assessments, fees, fines and other charges against the Unit and/or Unit owner have not been paid in full.
3. **Application Fees.** The Board may establish a reasonable fee for approving leases, payment of which shall be annexed to the tenant application form.
4. **Personal Interview.** The Board may, but shall not be obligated to, require a personal interview of the prospective lessee(s) prior to the approval of the lease. The interview



may be conducted by telephone if it would be unreasonably difficult for the prospective lessee to appear for a personal interview in Charlotte County, Florida.

5. **Background Check.** The Board may, ~~at the Unit Owner's expense,~~ require a background check on any prospective lessee.
  6. **Unauthorized Transactions.** Any lease not authorized pursuant to the terms of the Governing Documents shall be voidable at the election of the Board. Such voidability shall exist for no longer than one hundred twenty (120) days from the consummation of such transaction. Consummation is evidenced by occupancy of the Unit. The Association must commence an action to set aside such transaction within such one hundred twenty (120) day period.
  7. **Tenant Conduct, Remedies.** If a lessee fails or refuses to abide by the Governing Documents, the Unit owners(s) shall be responsible for the conduct of the lessee and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the lessee. The Unit owner shall have the duty to enforce his or her lessee's compliance with the Governing Documents by whatever action may be necessary, including without limitation, the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit owner fails or refuses to enforce the lessee's compliance with the Governing Documents, the Board shall have the authority to act as the irrevocable agent of the Unit owner to undertake whatever action may be necessary to abate the lessee's noncompliance, including without limitation the right to institute an action for eviction against the Tenant in the name of the Association, or as agent of the Unit owner. The Association shall have the right in any such action to recover from the Unit owner any costs or fees, including reasonable attorneys' fees, incurred in connection with such action, which recovery shall be secured by a continuing lien on the Unit in the same manner as Assessments for Common Expenses.
- K. RENTER OCCUPANCY AND SUBLEASING: There may be no more than two renters per bedroom. Renters may not sublet any or all of their unit.
- L. OWNERS RESPONSIBILITIES: Owners are responsible for the conduct of their guests and renters. Guests and renters should address problems and concerns about the Unit or the Resort to the unit owner and not to the Association's management or the Board.

## Section VII: Workers

- A. GENERAL: Maintenance workers and housekeepers are directed by the property manager. They are paid to perform certain tasks; when interrupted they have to work longer or harder or leave work unfinished. Address your inquiries, concerns and suggestions to the property management office.



- B. **PERSONAL WORK FOR OWNERS:** The workers on site are not permitted to perform personal jobs or errands for owners while “on the clock”. Property management must be notified in advance if an association maintenance worker or housekeeper is going to be hired to perform work in a unit after hours.

### **Section VIII: Alligators (Gators) and Wild Animals**

From time to time a gator will appear in our lakes. You may see its eyes just above the surface of the water, or you may see one bathing in the sun on the shore. At night you may hear the mating call. They are fascinating creatures. But they have big teeth, strong jaws, an appetite, and unusual speed. Do not feed them anything. Do not torment them. They are dangerous, primitive reptiles. Please let management know if you see one exceeding five (5) feet in length.

The feeding of wild animals, including alligators is prohibited in the Cape Haze Resort Community.

### **Section IX: Work by Owners**

- A. **OWNERS’ RESPONSIBILITIES:** Owners are responsible for maintenance, repair and replacement of items as set out in the Declarations.
- B. **WORK HOURS:** Except in an emergency, all work that could be disturbing to neighbors must be performed between 8 a.m. and 6 p.m. Monday through Saturday.
- B. **BOARD APPROVALS FOR WORK REQUIRING BUILDING PERMITS:** Any work that requires a building permit must also be approved in writing by the Board of Directors prior to any work commencing.
- C. **FLOORING REQUIREMENTS:** All hard surface floors must be installed over a sound attenuation membrane. The Board of Directors is authorized to maintain an approved list of acoustical subflooring products for use in a Unit. Unit owners shall request a copy of the approved “acoustical subflooring products list” prior to submitting a request to replace the flooring in the Unit owner’s Unit.
- D. **MODIFICATIONS TO THE COMMON FACILITIES:** No person, including Unit owners, may alter, modify, or change the Common Elements, or the Common Areas without first obtaining the written consent of the Board of Directors. Any person, including Unit owners that alter, modify, or change the Common Elements, or the Common Areas without first obtaining the written consent of the Board of Directors will be responsible for the full cost to restore the Common Elements, or the Common Areas back to the original state of said Common Elements, or the Common Areas.
- E. **GENERAL BOARD APPROVALS:** Unit owners may paint and tile their lanais, install new entry door hardware, install retractable screens on entry doors, and install hurricane protection, provided they have submitted an approval form and received written permission from the Board of Directors prior to any work commencing. All such work must be performed in strict conformance with the guidelines set out on the approval form.

## Section X: Fees, Meetings and Notices

- A. APPLIANCES AND ELECTRIC VEHICLES IN GARAGES: The fee for running dehumidifiers, refrigerators, freezers and heaters in garage spaces and storage rooms is \$5.00 per device per month. Electric vehicles may not be charged using “house power” unless the unit owner and board have agreed on reimbursement.
- B. LATE FEES: Late fees for assessments are 5% of the amount unpaid on the due date, but not less than \$25. Interest on late assessments is 18% per annum calculated from the due date.
- C. FEES FOR APPROVAL OF BUYERS: The fee for approval of prospective buyers is \$100, and for estoppels is \$150. Add \$100 for estoppels involving outstanding balances, plus another \$150 if the unit is in collection. Allow ten (10) business days for response. Add \$100 per item for an expedited response.
- D. ANNUAL MEETINGS: The annual meetings of members, and the organizational meetings of the boards, which are tentatively scheduled for the second Saturday in November, shall be held on such dates and at such times and places as the Board of Directors shall establish from time to time.
- E. BOARD MEETINGS: Regular board meetings are tentatively scheduled for the third Tuesday following the first Monday of each month, except that the dates of the annual meeting of members and the annual budget meeting shall be established by the Board.
- F. MEETING NOTICES: Meeting notices will be posted in the library at the clubhouse.

## Section XI: General Provisions

- A. AUTHORITY: These Rules and Regulations are declared pursuant to the Articles of Incorporation of Cape Haze Resort Community Association, Inc., supplement the restrictions contained in the Declarations of Condominium for Cape Haze Resort A 11/13, Cape Haze Resort B 3/5, and Cape Haze Resort C 7/9, and are joined by said Condominium Associations.
- B. COMPLIANCE REQUIRED: Every owner, his family, guests, invitees, lessees and employees **must** comply with all applicable federal, state and local law, including administrative regulations having the force of law, with these rules and regulations, with any and all rules and regulations which from time to time may be adopted, with any fine or suspension of rights and with every covenant, restriction, rule and regulation in the Declaration, the Articles of Incorporation and the By-Laws, all as amended from time to time.
- C. RELIEF FROM COMPLIANCE: The Association Board may, in their sole discretions, grant relief to unit owners from specific provisions of the Rules and Regulations upon written request for such relief and good cause shown.



- D. **FAILURE TO COMPLY:** Failure to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination thereof.
- E. **FINES AND SUSPENSIONS:** In addition to all other remedies, the board may impose fines or suspend the right to use the common facilities. Each day a violation occurs, after notice has been given, constitutes a new violation, and each new violation is subject to an additional fine. The process is as follows:
- (1) **BOARD ACTION AND NOTICE:** At any board meeting, the board may levy a fine against a unit owner, tenant, guest or invitee for an alleged violation of these rules and regulations and/or the governing documents. Notice of the violation and fine is provided to the party in violation in writing, giving that party 14 days' notice of their right to a public hearing before the fines committee. The fine or suspension of rights will be imposed if the fines committee confirms the fine or suspension of rights. The fine will be due and payable upon receipt of notification of the fines committee's confirmation of the board action which action shall be incorporated into the minutes of the board at which the fine or suspension was imposed. By law, fines cannot exceed \$100 per violation and may not exceed \$1,000 in the aggregate.
  - (2) **FINES COMMITTEE:** The committee appointed in (1) above is composed of one member of each of the condominium associations and its members cannot be directors or related to any director, officer or employee.
  - (3) **HEARINGS:** Fines committee hearings are public. At a hearing, if requested by the party in violation, both the board and the party in violation may present testimony and documentary evidence and each may be represented by an attorney. In the absence of a request for a hearing, the fines committee will meet to approve or reject the action(s) of the board.
  - (4) **FINES COMMITTEE RECOMMENDATIONS:** At the conclusion of the hearing or meeting of the fines committee in the absence of a hearing, if a majority of the committee members agree, the fine and/or suspension levied by the board is imposed; otherwise no action is taken. In either event, the committee will provide a written approval or rejection of the board action to the board and the party in violation within 48 hours of the hearing.
  - (5) **FAILURE TO COMPLY WITH A FINE OR SUSPENSION:** If the payment of the fine is more than 90 days delinquent, the board may extend the suspension of the right to use the common areas and may suspend the voting rights of a unit. No hearing is required for the suspension of voting rights, but this action must be taken at a properly noticed board meeting. The board may also exercise any and all other remedies permitted by law.