

Blue is added text  
Green is changed text

Red is differences  
Orange is deleted text

/Users/henrytravers/Desktop/Cape Haze/Cape Haze Associations/Community Association/Rules and Regulations/Current Version/Rules and Regulations - ADOPTED NOV 2018 V8.3.docx

/Users/henrytravers/Desktop/Cape Haze/Cape Haze Associations/Community Association/Rules and Regulations/Cape Haze - Rules and Regulations - 2019DRAFTRevisions.docx

1 Rules and Regulations  
2 Adopted by the Community Association Board of Directors Page 2 of 8  
3 November 10, 2018

1 Revised Rules and Regulations Page 2 of 20

6 Rules and Regulations  
7 Cape Haze Resort

5 Proposed revisions to the

6 Rules and Regulations  
7 Cape Haze Resort

8 Approved by the Board of Directors  
9 November 10, 2018

8 Version 8.5 DRAFT  
10 Revised Pursuant to the Requirement that the Rules & Regulations Are Part of the Governing Documents  
12 The revisions proposed below were developed after review by and with the Association's legal counsel and are provided to all owners to permit comment prior to the Cape Haze Community Association Board and the Cape Haze Community Association Members pursuing the steps needed for adoption.  
14 March 11, 2019  
17 Introduction to the Rules and Regulations  
18 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.  
20 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)].

11 Courtesy  
12 Courtesy to others is a guiding principle of 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.

22 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.

14 Section I: Recreation

24 Section I: Recreation

15 A. Pool: By law the pool hours are one-half hour after sunrise to one-half hour before sunset. You must shower before entering. No diving. Do not swallow pool or spa water. Animals may not enter the pool. Pool parties are not permitted. Children twelve (12) year of age and under must be supervised by a responsible adult. Persons who are not toilet trained or who are incontinent must use appropriate swim diapers (or similar protective under garments) while in the pool. A fecal accident or an animal in the pool would require steps to disinfect the pool, taking the pool out of use for an indeterminate period of time. The cost of disinfecting the pool will be charged to the violator.  
16 B. Spa: By law the spa hours are one-half hour after sunrise to one-half hour before sunset. Be sensible about spa use. Recommended maximum use is fifteen (15) minutes. Pregnant women, infants, those with health problems and those using medications that cause drowsiness should not use the spa. Persons twelve (12) year of age and under must be supervised by a responsible adult. Persons who are not toilet trained or who are incontinent

25 Pool  
26 Hours of operation: One hour after sunrise to one half hour before sunset.  
27 Showering: All persons must shower before entering the pool.  
28 Child supervision: Children twelve (12) years of age and under must be supervised by a responsible adult.  
29 Diving: Diving into the pool is prohibited.  
30 Pets: Pets are prohibited from being in the pool and/or on the pool deck at any time.  
31 Service animals: The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals  
32 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.  
34 B. Spa  
35 Hours of operation: One hour after sunrise to one half hour before sunset.  
36 Showering: All persons must shower before entering the spa.  
37 Diving: Diving into the spa is prohibited.  
38 Child supervision: Children twelve (12)

<p>17 must use appropriate swim diapers (or similar protective under garments) while in the spa.</p> <p>17 C. Food, drink, pets, electronics: Food and drink are not permitted in or within five feet (5') of the pool and spa. Glass objects, animals, and large floatation items are not permitted inside the fenced area. Electronic entertainment devices may be used in the pool and clubhouse area only with earphones.</p> <p>18 D. Smoking: Smoking, including the use of e-cigarettes, is not permitted inside the clubhouses, within the fenced pool area or in the space between the pool, clubhouse and Gathering Room (also see III(D) below).</p> <p>19 E. Pool Bathrooms: Please use the pool bathrooms when in the pool area and access them from the outside. Please do not walk through the clubhouses with wet bathing suits.</p> <p>20 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 accompanied by an adult.</p>	<p>years of age and under must be supervised by a responsible adult.</p> <p>39 Pets: Pets are prohibited from being in the spa at any time.</p> <p>40 Service animals: The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals.</p> <p>41 Swim diapers: Persons who are not toilet trained and/or are incontinent must utilize swim diapers (or similar protective under garments) while in the spa.</p> <p>42 Use of Spa: Recommended maximum use of the spa is fifteen (15) minutes.</p> <p>43 Warning: Pregnant women, infants, those with health problems and those using medications that cause drowsiness should not use the spa.</p> <p>44 Food, drink, pets, electronics</p> <p>45 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 when utilized with earphones.</p> <p>46 Smoking</p> <p>47 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).</p> <p>48 Pool Bathrooms</p> <p>49 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.</p> <p>50 Fitness Room</p> <p>51 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</p>
---	--

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.

52 Gathering Room

53 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.

54 Unit owners are allowed to rent the Gathering Room a maximum of four (4) times per calendar year.

55 Unit owners must obtain written approval for each Rental Event from the Board of Directors or a committee designated for the purpose.

56 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.

57 There is a maximum of eight (8) hours of use of the Gathering Room per Rental Event.

58 All Rental Events must begin after 8:00 a.m. and end no later than 10:00 p.m. the same calendar day.

59 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.

60 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.

61 Grills

62 The use of personal grills anywhere on the Common Areas or Common Elements within the Cape Haze Community is

	<p>prohibited.</p> <p>63 Unit owners and tenants may utilize personal electric grills on the screened lanai of a Unit.</p> <p>64 All persons are prohibited from utilizing grills or other cooking equipment fueled by wood, charcoal, propane or other flammable materials within the garage of a Unit, within a Unit and/or on the screened lanais of a Unit.</p> <p>65 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.</p>
<p>22 G. Gathering Room: The gathering room is for relaxation and enjoyment by all. Habitual, frequent or sustained business use of the facility is not permitted. Parties of owners are encouraged while parties where non-residents outnumber residents are discouraged. Parties where non-residents outnumber residents may be held only with permission from property management and the payment of required fees. Use of the Gathering Room and/or kitchen must be scheduled with property management and requires the payment of use and cleaning fees and a damage deposit. A schedule of events for the Gathering Room will be posted.</p> <p>23 H. BBQ Grills: Gas barbecue grills are provided at the clubhouse and at each cup de sac. No personal grills may be used on the grounds. Only electric grills may be used on lanais under current Florida Fire Prevention Code. Grills or other cooking equipment fueled by wood, charcoal, propane or other flammable materials are not permitted on lanais.</p> <p>24 I. Miscellaneous: When using the</p>	<p>67 Consumption of Alcoholic Beverages</p> <p>68 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.</p> <p>69 Miscellaneous</p> <p>70 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.</p>

tennis, pickle ball and bocce courts and other recreational amenities, please take turns and make an effort to include others if possible. Use skateboards, razors, roller blades, roller skates, scooters, remote control toys and similar items with caution, and always yield to both pedestrians and vehicles; do not use them on breezeways, on the tennis, pickle ball or basketball courts, or in the pool area.

26 Section II: Vehicles, Parking and Garages

- 27 A. General: Drive slowly and carefully on site to avoid accidents and personal injury.
- 28 B. Vehicles not permitted: The following are not permitted on site except as provided in II(C) 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.
- 29 C. Vehicles permitted temporarily: The following vehicles are permitted on site, temporarily, while engaged in activity, but not overnight: (1) vehicles engaged in the maintenance of the common facilities; (2) emergency vehicles, (3) delivery vehicles, (4) moving vans, (5) vehicles of service providers doing work for unit owners, and (6) motor homes, campers and other oversize vehicles only so long as is necessary to pick up and discharge

72 Section II: Vehicles, Parking and Garages

- 73 General
- 74 The Speed limit within the Cape Haze Community is 10 mph.
- 75 Parking
- 76 No vehicles shall be permitted to park on Common Area Grass, Common Element grass, the streets of the Cape Haze Community, the parking garage driveways, the Common Element walkways, or Common Element sidewalks, within the Cape Haze Community at any time.
- 78 The following vehicles are prohibited from being parked in or on any assigned carport, or Common Area Open Parking Space, within the Cape Haze Community:
  - 80 Boats;
  - 81 Campers;
  - 82 Recreational Vehicles;
  - 83 Trailers;
  - 84 Motor Homes;
  - 85 Pick-up trucks that are not Permitted Vehicles as set forth in Section II(B) (5 and 6) below;
  - 86 Pick-up trucks that are not Permitted Vehicle because of modifications as set forth in Section II(B)(5 and 6) below;
  - 87 Commercial trucks;
  - 88 Commercial vehicles;
  - 89 Conversion vans.

<p>passengers or cargo.</p> <p>30 D. Vehicles permitted in special areas: Boats and trailers (including motorcycle trailers) are permitted in a specially designated area only. Boats and trailers need to be registered with the management office prior to storage on site. Only one boat and one trailer are permitted per unit.</p> <p>31 E. Vehicles permitted in garages and supporting construction: Notwithstanding the foregoing, any type of vehicle that will fit may be parked inside a closed garage space.</p>	<p>91 The prohibited vehicles listed in this Section II (B)(2) will be permitted to be parked open parking spaces, or on the streets within the Cape Haze Community for a total of three (3) hours during a twenty-four (24) hour period if permission is first obtained from the Board of Directors or the Association Management Company. Exceptions may be granted by the Board of Directors or the Association Management Company.</p> <p>92 Commercial Vehicles Defined: For purposes of this Section, "Commercial trucks" and "Commercial vehicles" shall mean those vehicles which are NOT designed and used for customary, personal/family, purposes. "Commercial trucks" and "Commercial vehicles" shall include those vehicles which contain commercial lettering, graphics, signs or displays; those vehicles which lack rear or side windows; those vehicles which contain transport tools, tool boxes or other equipment incidental to any business. The absence of commercial-type lettering, graphics, signs, or displays on a vehicle or any or all of the aforementioned criteria shall not be the sole criterion as to whether a vehicle is a Commercial truck or Commercial vehicle.</p> <p>94 Permitted Vehicles Overnight: The only vehicles that are permitted to be kept in any garage, carport, or Common Area Open Parking Space by Owners, their Guests, Occupants, Tenants, licensees, invitees or assignees overnight will be customary private passenger automobiles ("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 station wagons, vans, minivans, and sport utility vehicles, provided</p>
--	--

they are in a condition substantially similar to that which existed when they were sold by the manufacturer. Motorcycles and motor scooters are considered Permitted Vehicles. Boats are not considered Permitted Vehicles.

96 Permitted Vehicles shall also include pick-up trucks that meet the following specifications:

97 The pick-up truck must be less than 22 feet in length, less than seven (7) feet in height, and have no more than four (4) wheels/tires.

98 The pick-up truck must not be considered a "Commercial truck" as defined in Section II (B)(3) herein.

100 In addition to the restrictions enumerated in Section II (B)(3) and II (B)(4) herein, pick-up trucks, vehicles, and sport utility vehicles that have been modified by increasing their height or adding, off-road wheels/tires, hydraulics, over-sized wheels/tires, roll bars or similar equipment and vehicles having more than four (4) wheels/tires, are also NOT considered Permitted Vehicles and are prohibited from being parked in any parking garage driveway, carport, Common Area Open Parking Space, Common Area Grass, Common Element grass, the streets of the Cape Haze Community, the parking garage driveways, the Common Element walkways, or Common Element sidewalks, within the Cape Haze Community.

102 Pick-up trucks, vehicles, and sport utility vehicles to which has added a cabinet box, a platform, a rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger, are NOT Permitted Vehicles and are prohibited from being parked in any parking garage driveway, carport, Common Area Open Parking Space, Common Area Grass,



	<p>Common Element grass, the streets of the Cape Haze Community, the parking garage driveways, the Common Element walkways, or Common Element sidewalks, within the Cape Haze Community.</p> <p>103 In no event shall Permitted Vehicles be parked on a carport, Common Area Open Parking Space driveway, Common Area, Common Element, or the streets of the Cape Haze Community for purposes of repair [except as provided in II (B) (10)] or to be stored or placed on “blocks”. Washing of any vehicle is prohibited except within a garage. 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.</p> <p>104 Notwithstanding the foregoing parking limitations, 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. 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.</p> <p>105 The Board’s Authority to Prohibit: The Board shall have the authority to prohibit any vehicle that would otherwise be permitted under this</p>
--	---

provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly. The opinion of the Board shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board is not unreasonable shall conclusively establish the validity of such position.

106 Licensing and Maintenance: All family-type non-commercial motor vehicles must be operable and must have a current license tag. Washing of any vehicle is prohibited except within a garage. 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.

107 Vehicles permitted in special areas: 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 or the lessee of a Unit Owner may store one boat and one trailer in the undeveloped section of the Cape Haze Community. All boats and trailers shall be registered with the management office prior to being stored on site.

109 Parking under carports: Permitted Vehicles may be parked under a carport only if they display a parking pass for that particular carport, or with the express permission of the owner who holds the use permit for said carport.

No Vehicles may be parked under carports while hurricane warnings are in effect.

111 Primary Open Parking Areas: Permitted Vehicles may be parked in open parking areas around the condominium buildings (“primary open parking areas”) only if they display an open parking pass for that area, or if they are the vehicles of visitors. Permitted Vehicles of overnight visitors must have a parking pass, but those of day time visitors need not. To avoid congestion no more than one open parking pass will be issued to any one unit for primary unassigned parking areas. To relieve congestion, open parking passes for areas away from the condominium buildings (“secondary open parking areas”) may be issued as directed by the Board of Directors from time to time.

34 F. Keeping owners’ vehicles overnight: Owners may keep personal or rented vehicles on site, including overnight, when used to support construction work inside their units but only for such reasonable length of time needed to complete the work, as determined by the boards in their sole discretion.

35 G. Trucks and motorcycles/ motorscooters: Pickup trucks, motorcycles and scooters are permitted on site. A pickup may have only four wheels, may not be oversized, must have a clean and tidy bed at all times, and nothing may protrude from the vehicle. Motorcycles and scooters may be not be parked in open parking spaces except as provided in (I) below.

36 H. Parking under carports: Vehicles may be parked under a carport only if they display a parking pass for that

113 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.

<p>particular carport, or with the express permission of the owner who holds the use permit for said carport. Vehicles may not be parked under carports while hurricane warnings are in effect.</p> <p>37 I. Parking in Unassigned Areas: Vehicles may be parked in open parking areas around the condominium buildings (“primary open parking areas”) only if they display an open parking pass for that area, or if they are the vehicles of visitors. Vehicles of overnight visitors must have a parking pass, but those of day time visitors need not. To avoid congestion no more than one open parking pass will be issued to any one unit for primary unassigned parking areas. To relieve congestion, open parking passes for areas away from the condominium buildings (“secondary open parking areas”) may be issued as directed by the boards from time to time. Vehicles may not be parked in any open parking space for more than two weeks without being moved.</p> <p>38 J. Restricted parking areas: Vehicles may not be parked in driveways, open garage areas, or cul de sacs. Vehicles must not be left unattended in driveways or open garage areas for more than five (5) minutes.</p> <p>39 K. Running of engines in garages: For health and safety, engines may be running in garage areas only as necessary to drive into and out of garage areas.</p> <p>40 L. 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.</p> <p>41 M. Washing and maintenance: Washing of any vehicle is not permitted on site except within a garage. Minor repair of motor vehicles to put them in a condition to operate on public highways and which will require less than 90</p>	
---	--

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.

115 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.

- 44 N. Application of rules: Vehicle and parking rules apply to all persons, including owners, renters, visitors and invitees. Vehicles on site in contravention of these rules may be towed. Towing charges are the liability of the vehicle owner.
- 45 O. 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.
- 46 P. 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.

47 Section III: Grounds and Exteriors

117 Section III: Grounds and Exteriors

- 48 A. General: Everyone must help keep the property neat and safe. Please do not drop litter anywhere on site.
- 49 B. Garage and yard sales: Garage and yard sales are not permitted.

- 119 General: Littering is prohibited in the Cape Haze Community.
- 120 Garage and yard sales: Garage and yard sales are prohibited in the Cape Haze Community.
- 121 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.
- 122 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.
- 123 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.
- 124 Hanging items: Rugs, towels, clothing and other items may not be hung from windows, lanais, breezeway railings or carports.
- 126 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

	<p>Management Company either a duplicate key for units, unit storage areas and garages or a combination code for doors equipped with such locks.</p> <p>127 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.</p> <p>128 Air conditioning condensers: No part of an air-conditioning condenser may be more than 32" above the top surface of the platform.</p> <p>129 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.</p> <p>130 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</p>
--	---

- 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.
- 131 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 p.m and 7 a.m.
- 133 Section IV: Lanais
- 135 General: Unit owners, tenants and guests are prohibited from utilizing the Unit lanai for storage. Only furniture, planters and permitted appliances shall be utilized on the Unit lanai.
- 136 Repair: Lanai screens must be in good repair and in place at all times.
- 137 Hurricane Precautions: Lanais must be clear while hurricane watches and warnings are in effect.
- 138 D. Smoking: Smoking, including e-cigarettes, is not permitted on lanais.
- 139 Grilling and Cooking
- 140 Unit owners and tenants may utilize personal electric grills on the screened lanai of a Unit.
- 141 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. This prohibition extends to the use equipment fueled by wood, charcoal, propane and other flammable materials within the garage of a Unit or within a storage room.
- 142 Section V: Pets
- 143 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, fish and reptiles



- confined to a terrarium 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.
- 144 Common rules: Unit Owners, Guests and Tenants must pick-up all solid wastes of their pets and dispose of such wastes appropriately.
- 145 Service Animals and Emotional Support Animals: The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals.
- 146 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.
- 148 Section VI: Guests and Renters
- 150 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.
- 152 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.
- 154 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.

156 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.

158 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.

51 C. Open houses: Open houses are permitted. Prospective buyers must be accompanied by owner or broker at all times while on site.

160 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.

161 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.

162 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.

163 Owners should contact the property manager to confirm which rental rules apply to them before offering their units for rent.

53 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.

165 Transfer of Units by Lease. In order to maintain a community of congenial, financially responsible residents and to protect the value of the Condominium Units, the lease of a Unit by an owner or the owner's agent shall be subject to the following provisions:

55 E. Clear walkways: The sidewalks, entranceways, elevators, breezeways, stairs and similar portions of the common areas must remain clean and free of obstructions for the safety of all. Nothing must be left unattended in these common areas except in specially designated areas (e.g. bicycle racks). Welcome mats are permitted outside entry doors of each unit. Planters are permitted, but the full width of the breezeway must remain clear.

56 F. Hanging items: Rugs, towels, clothing and other items may not be hung from windows, lanais, breezeway railings or carports.

57 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 to Condominium Management either a duplicate key for units, unit storage areas and garages or a combination code for doors equipped with such locks.

167 Approval Criteria. All transfers of Units by lease are subject to review and prior approval by the Board of Directors, its agent or designee in accordance with the following criteria:

169 Approval of Leasing. All leases and tenants of a Unit shall be subject to prior written approval of the 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 Association.

171 Procedure for Approval -- Application Form and Other Information. Within a reasonable time, not less than twenty-five (25) days prior to the commencement of the proposed lease term, a Unit owner or his agent shall apply to the Association for approval of such lease on the written application form prescribed by the Association. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. 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 Association, and it shall be deemed sufficient compliance with this requirement if the lease shall include an acknowledgement subscribed by the lessee that the lessee has examined such documents on the Association's web site. Each lease, 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 Condominium; (2) a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the tenant, or otherwise; 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 does not so provide it shall be deemed to automatically include such provisions. 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.

- 61 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.
- 62 I. Air conditioning condensers: No part of an air-conditioning condenser may be more than 32" above the top surface of the platform.
- 63 J. Flammable and combustible materials: Owners will be held liable by insurance companies and the associations if flammable, combustible or explosive liquids or gases are kept in or around their units, garages or storage areas, and such items contribute to damage to property owned by others. Normal items used for normal household purposes are excepted.
- 64 K. Signs: Signs are not permitted anywhere on the property, including in windows or on rights-of-way adjacent to the property, except those posted by the associations. Security decals are permitted.
- 65 L. Noise: No loud, offensive or disturbing noises are permitted. Vehicle horns and engines, and many musical instruments, televisions,

- 173 Notification. 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 ten (10) days after receipt of the application for lease on the prescribed form with all required information, application fee and the personal interview of the proposed lessee, whichever date last occurs.

radios, sound systems, and computers are capable of causing annoyance. Please be considerate, especially between the hours of 10 p.m and 7 a.m.

66 Section IV: Lanais

67 A. General: Lanais are for suitable furniture and planters only; they are not to be used for storage except for bicycles.

69 B. Repair: Lanai screens must be in good repair and in place at all times.

175 Security Deposit. The Association or its designee or agent has the right to require, as a condition to permitting the leasing of a Unit, the depositing 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 act 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 are 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.

71 C. Hurricane precautions: Lanais must be clear while hurricane watches and

177 Only entire Units may be leased. Lease of rooms or less than the entire Unit

warnings are in effect.

is prohibited. There shall be no subdivision or subletting of Units without approval of the Board of Directors in the manner provided herein. Units may only be occupied by tenants as a single family residence. Guests of tenants must be registered with the Association. The maximum number of overnight occupants of the Unit shall be six (6). The maximum stay for guests of tenants is fourteen (14) days. Guests of tenants may not use the Unit or Common Elements except when the tenant is also in residence. All leases shall be for a minimum period of not less than thirty (30) days.

73 D. Smoking: Smoking, including e-cigarettes, is not permitted on lanais.

179 Disapproval of Leasing by Association. If a proposed lease or tenant is disapproved by the Board of Directors for good cause, the Unit owner shall be so advised in writing 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 this paragraph shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels. The Association shall neither 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:

75 E. Grilling and Cooking: Only electric grills may be used on lanais under current Florida Fire Prevention Code. Grills and other cooking equipment fueled by wood, charcoal, propane or other flammable materials are not

181 The person seeking approval (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

permitted on lanais.  
76 Section V: Pets  
77 General: Dogs, cats and birds are welcome, but pets may not be nuisances. There is a limit of two pets per unit for owners and one pet per unit for renters. Pets must be registered with property management.

any other state in the United States of America, or who has been convicted of the illegal manufacture or distribution of a controlled substance.

183 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicates that the person seeking approval intends to conduct themselves in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents.

185 The person seeking approval 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.

81 B. Common rules: Please follow these three simple rules regarding your pets: (1) do not allow excessive barking, whining, meowing, chirping and whistling; (2) keep your pet on a leash while on the grounds; and (3) carry and use disposable bags to collect and deposit solid waste in an appropriate trash receptacle.

187 The person seeking approval has failed or refused to provide the information, fees or appearances required to process the application in a timely manner.



82 C. Removal of pets: Pets are subject to removal at the discretion of the boards. Those subject to a removal order may request a hearing. Hearing procedures are explained below in the section entitled General Comments on the Rules and Regulations.

83 Section VI: Guests and Renters

84 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.

86 B. 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.

88 C. 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 (A) of these Rules and Regulations.

90 D. 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.

189 All Assessments, fees, fines and other charges against the Unit and/or Unit owner have not been paid in full.

191 Transfer Fees. The Association may require the payment of a preset transfer fee simultaneously with the giving of notice of intention to lease, said transfer fee to be set by the Board of Directors from time to time and shall be in conformance with applicable law. However, no transfer fee shall be required if the tenant is a returning tenant that left on satisfactory terms or if the lease is a renewal of a previous lease with the same tenant or tenants.

193 Personal Interview. The Association may, but shall not be obligated to, require a personal interview of the tenant(s) and all occupants prior to the approval of the lease. The Association may conduct the interview over the telephone if it would be

unreasonably difficult for the applicant to appear for a personal interview in Charlotte County.

92 E. 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.

195 Background Check. The Association may conduct a background check on proposed lessees, and tenants.

94 F. Unit Rentals: The minimum rental period may vary depending on whether the owner is subject to the Amended Declarations of 2018 or had either voted "no" or opted out of the requirement at the time the Amended Declarations were approved. The option to opt out was available only to voting unit owners and neither the opt-out nor a "no" vote survives subsequent sale of a unit.

197 Unauthorized Transactions. Any lease not authorized pursuant to the terms of this Declaration shall be voidable at the election of the Association. 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.

95 (1) The minimum rental period is four weeks for those who must follow the Amended Declarations, 2018. This means that a subsequent renter may not occupy 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.

96 (2) The minimum rental period is 7 days without any advertising restrictions for those who voted "no" or opted out of the new Declarations. This means that a subsequent renter may not occupy a unit until seven (7) days have passed since the previous renter took occupancy.

98 (3) Owners should contact the property manager to confirm which rental rules apply to them before offering their units for rent.

199 Tenant Conduct, Remedies. If a Tenant refuses or fails to abide by the Condominium Documents, the Unit owners(s) shall be responsible for the

99 (4) Owners are encouraged to lease to responsible parties, to favor longer term rentals over shorter term rentals and to prohibit smoking in the unit.

conduct of the Tenant 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 or her Tenant's conduct 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 or refuses to bring the conduct of the Tenant into compliance with the Condominium Documents, the Association shall have the authority to act as the irrevocable agent of the Unit owner to undertake whatever action is necessary to abate Tenants' 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 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 on the Unit in the same manner as Assessments for Common Expenses.

101 G. Board approval for rentals longer than 6 months: For rentals longer than six months, tenants must be approved by the appropriate board before taking occupancy. The prescribed paperwork, a copy of the lease, and a \$50 fee must be provided to property management no less than fifteen (15) days prior to the start of the lease.

201 Board approval for rentals longer than 6 months: For rentals longer than six months, tenants must be approved by the appropriate board before taking occupancy. The prescribed paperwork, a copy of the lease, and a \$50 fee must be provided to property management no less than fifteen (15) days prior to the start of the lease.

103 H. Renter occupancy and subleasing: There may be no more than two renters

203 Renter occupancy and subleasing: There may be no more than two renters per

per bedroom. Renters may not sublet any or all of their unit.

bedroom. Renters may not sublet any or all of their unit.

105 I. Renter registration: Any owner renting his or her unit must register all renters with the property management office 10 days prior to occupancy. The Rental Registration form may be completed by the owner or the rental agent, but must provide contact information for the tenants and the owner and/or agent responsible for the unit during occupancy. All renters must be given a copy of the Rules and Regulations prior to their arrival at Cape Haze Resort.

205 Renter registration: Any owner renting his or her unit must register all renters with the property management office 10 days prior to occupancy. The Rental Registration form may be completed by the owner or the rental agent, but must provide contact information for the tenants and the owner and/or agent responsible for the unit during occupancy. All renters must be given a copy of the Rules and Regulations prior to their arrival at Cape Haze Resort.

107 J. Owners responsibilities: Owners are responsible for the conduct of their guests and renters. Guests and renters should address their problems and concerns to the unit owner, and not to the manager or the board.

207 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.

109 Section VII: Workers

209 Section VII: Workers

110 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.

210 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.

112 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

211 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.

perform work in a unit after hours.

114 Section VIII: Alligators (Gators)

213 Section VIII: Alligators (Gators) and Wild Animals

115 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.

214 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.

118 Section IX: Work by Owners

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

119 A. Owners' responsibilities: Owners are responsible for maintenance, repair and replacement of items as set out in the Declarations and as summarized on the Responsibility Chart attached to these Rules and Regulations.

216 Section IX: Work by Owners

121 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.

218 Owners' responsibilities: Owners are responsible for maintenance, repair and replacement of items as set out in the Declarations and as summarized on the Responsibility Chart attached to these Rules and Regulations.

123 C. Board approvals for work requiring building permits: Any work that requires a building permit must also be approved by the board in advance.

220 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.

125 D. Flooring requirements: All hard surface floors must be installed over a superior quality sound attenuation membrane.

222 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.

223 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. In addition to those products listed on the approved "acoustical subflooring products list", the following products are approved for use as an acoustical subflooring product to be utilized in a Unit:

127 E. Modifications to the common facilities: Any unit owner who makes or causes modifications to the common facilities, including the exterior of any building, must have the prior approval of the condominium board. If such modifications are made without the prior approval of the board, the unit owner will be liable for the full cost of restoration.

- 225 Pliteq GenieMat RST - minimum 10 mm thick.
- 226 W.E. Cork Company Soundless+ system with a thickness of ½ an inch
- 227 Ecore QTscu - minimum 10 mm thick.
- 228 Keene Building Products QQ Step Soft - minimum 10 mm thick.
- 229 Amorim Cork Composites, AcustiCork Sound Control Underlayment 12.7 MM.

129 F. 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 permission from the board in advance. All such work must be performed in strict conformance with the guidelines

set out on the approval form.  
130 Section X: Fees, Meetings and Notices  
131 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.

133 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.

135 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.

137 D. Annual meetings: The annual meetings of members, and the

232 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.

234 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.

organizational meetings of the boards, are tentatively scheduled for the second Saturday in November.

139 E. Board meetings: Regular board meetings are tentatively scheduled for the second Tuesdays of February, May and August.

237 Section X: Fees, Meetings and Notices  
238 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.

239 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.

240 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.

241 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.

242 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.

141 F. Meeting notices: Meeting notices will be posted in the library at the clubhouse.

243 F. Meeting notices: Meeting notices will be posted in the library at the clubhouse.



143 Section XI: General Provisions  
144 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.

145 B. Compliance required: Every owner, his family, guests, invitees, lessees and employees must comply 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. The association boards will strictly enforce these rules and regulations.  
146 C. Relief from compliance: The boards may, in their sole discretions, grant relief to one or more unit owners from specific rules and regulations upon written request for such relief and good cause shown.

147 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.  
148 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

245 Section XI: General Provisions  
246 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.

247 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.  
248 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.

250 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.  
251 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:

149 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.

151 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.

155 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.

157 Fines Committee Recommendations: At the

additional fine. The process is as follows:

252 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.

254 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.

256 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.

258 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.

159 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.

160 Version 8.3  
161 2018  
162 Version 8.3

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.

260 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.

262 Version 8.4 DRAFT  
263 2019  
264 Version 8.5 DRAFT