

AMENDED RULES AND REGULATIONS

SAN MIRAGE AT BONITA SPRINGS CONDOMINIUM

The Amended Rules and Regulations adopted at a Special Meeting of the Board of Directors of the San Mirage Condominium Association on October 26, 2017, hereinafter enumerated, shall be deemed in effect, and shall apply to, and be binding upon all unit owners. Owners, residents, guests, invitees and lessees shall always, obey said Rules and Regulations. Owners shall be responsible for both the conduct of their families, guests, invitees, lessees, and any person over whom they exercise control and supervision, and their compliance with these Rules and Regulations.

Each of the Rules and Regulations shall be in accordance with all applicable city, county, and state codes, ordinances and regulations.

BUILDING APPEARANCE AND MAINTENANCE

1. The streets, sidewalks, entrances, parking areas, lobbies and breezeways and like portions of the Common Elements shall not be obstructed, blocked, encumbered or used for any purpose other than for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects shall be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Units. No decorative items are allowed in any window that are visible from the exterior of the unit without prior written approval of the Board of Directors.
3. Subject to the following, no furniture other than patio-type furniture shall be placed on the lanais or other Common Elements or Limited Common Elements. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles shall be shaken or hung from any of the windows, doors, lanais, railings or other portions of the Condominium or Association Property. A reasonable number of suitable plants are permitted, subject to the sole discretion of the Board of Directors. Ceiling fans, lighting, or wall mountings may be installed on the lanai with prior written approval of the Board of Directors.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies, patios, terraces and/or lanais or elsewhere in the Building or upon the Common Elements. Exterior radio or television antennas or wiring is not permitted. Appropriate decorations may be affixed to the front door, subject to the sole discretion of the Board of Directors.
5. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property. Open Houses are prohibited. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association. Exterior modifications are also restricted in the manner provided by the Condominium Documents.

- 6.** Owners and occupants are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of the Condominium requires the permission of the Board of Directors. In addition, only the one Board-approved screen door and the two Board-approved lanai screens may be installed by owners. Owners or occupants may not apply any type of film or covering to the inside or outside of unit windows, nor apply decals to windows other than those needed for safety or security purposes.
- 7.** Owners of Units shall not make any alterations to flooring without first filing an Architectural Review Board (ARB) Form with the Association and receive approval of the alterations by the Board of Directors or its representative. Installation of hard surface flooring materials, i.e. Marble, Laminate, Wood or Tile, must include an approved underlayment material as outlined in the ARB Form.
- 8.** Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property, including, without limitation, placing all trash and/or garbage in the proper receptacles. (See TRASH & RECYCLING SECTION for more details)
- 9.** No maintenance or repair work may be performed on any vehicle on the Condominium Property, including covered spaces. No washing and cleaning of vehicles may be performed outside of the designated car wash area.
- 10.** Flammable, combustible or explosive fluids, chemicals or substances shall not be kept in any Unit or on the Common Elements, other than those necessary and suited for normal household use. Also, storage or use of fireworks is strictly prohibited.
- 11.** A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the Building. Plants, tables or chairs are not permitted outside the front door or in between adjacent unit's entry doors. Personalized placards or decorative signs of a reasonable size are permitted on the front door, subject to the prior approval of the Board of Directors. Notwithstanding the foregoing, an occupant may display one portable, removable United States flag in a respectful way, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, subject to the sole discretion of the Board of Directors.
- 12.** No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass unless approved, in advance, by the Board of Directors in writing. No unsightly materials, subject to the sole discretion of the Board of Directors may be placed on any window or glass door or be visible through such window or glass door.
- 13.** All window treatments, including blinds, curtains, drapes and other window coverings shall be white or off-white in color, excepting those units that as of June 25, 2015, had window blinds of brown color. Those units shall be 'grandfathered' until they are replaced, at which time they shall be replaced with white or off-white blinds.
- 14.** The Florida Fire Prevention Code prohibits the storage or use of L.P. in any unit, and the use or storage of hibachis, grills--including electric grills--or other similar devices used for cooking, heating, etc., on any lanais, under any overhanging portion, or within 10 feet (3 meters) of any structure. Personal grills are not permitted to be used on the Condominium Property other than those constructed by the Association. BBQs shall be wire-brushed immediately after use and BBQ areas cleaned prior to leaving.
- 15.** Residents are not permitted to feed birds, rabbits, or other animals which may roam the Common Areas.

16. Residents shall observe the 14 MPH Speed Limit while accessing and egressing the Property.

VENDORS

1. Work is permitted only Monday through Saturday between the hours of 8 am to 6 pm
2. Vendor parking is permitted temporarily near the building for loading and unloading only. Vendor vehicles must park in the visitor spaces following loading or unloading.
3. Construction debris must not be placed in the compactors, the bulk trash structures, or the recycling bins, but must be removed from the premises by the Vendor.
4. Breezeways, sidewalks and parking areas shall be washed or otherwise cleaned immediately upon completion of any daily work.
5. Vendors shall ensure that the breezeways and stairs are not damaged when loading or unloading equipment, appliances, etc.

LEASING AND OCCUPANCY OF UNITS

Rentals of units are subject to the following: a) no unit may be leased or rented without the prior written approval of the Association; b) the minimum lease is three (3) months; maximum of three (3) per year; c) all leases shall be in writing and shall include that a violation of the Condominium Documents may be a material breach of the lease; (d) an owner wishing to lease his/her unit shall complete a rental application, which shall be subject to a background check for prospective residents over the age of 18; (e) the owner shall furnish the Association with a copy of the lease prior to occupancy; (f) the Association shall have 10 business days from the receipt of the rental application to approve or disapprove of the application, and shall give written notice of its decision within said period. (g) Leases may be renewed, subject to the approval of the Board; (h) month-to-month leases are not permitted. See Section 16 of the Condominium Documents for addition leasing requirements, particularly guest occupancy.

Leasing of units is also subject to the Good Cause Resolution adopted by the Board of Directors on November 19, 2015, establishing 'good cause' reasons for disapproval of a proposed lease, lease renewal or sale. The sale of any unit is also subject to the same Good Cause Resolution adopted by the Board of Directors on November 19, 2015.

PETS

Lessees/Renters are not allowed to have pets of any kind, provided that those renters in residence who had a pet prior to August 5, 2013 shall be 'grandfathered.' They however, are not allowed to add any additional pets, nor replace the pet(s) they have. Owners shall be allowed to have pets only as provided: not more than two (2) pets in total (which shall be limited to domesticated dogs, cats or birds) and provided such pets are: (a) as to each pet, not in excess of forty (40) pounds at maturity; (b) permitted to be so kept by applicable laws and regulations; (c) not left unattended on balconies, terraces, patios or in lanai areas; (d) generally, not a nuisance to residents of other Units or of neighboring buildings; (e) not kept, bred or maintained for any commercial purposes; and (f) not a Pit Bull or mix thereof, Rottweiler, Doberman Pinscher, German Shepherd or other breed reasonably considered to be dangerous by the Board of Directors in its sole discretion. Should there be a question of weight or breed, the owner shall provide a certificate of said weight and breed by a licensed veterinarian. The Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold the Board of Directors harmless, each Unit Owner and the Association in such regard.

Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. When on the Common Elements and/or Association Property, all pets (including cats) must either be carried or be kept on a leash no more than six (6) feet in length at all times. Reel leashes are not permitted. Pets shall only be walked or taken upon those portions of the Common Elements designated by the Association, if any, from time to time for such purposes. Pets shall only be in the hallways of the Buildings as a means of direct ingress or egress to and from its Owner's Unit and the exterior of the Building. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effectuate said repairs and charge the Unit Owner therefore. Notwithstanding the foregoing, fish or caged domestic (household-type) birds may be kept in Units, provided that same do not become a nuisance to residents of other Units or of neighboring buildings. Fish tanks are limited to 20 gallons. Reptiles, rodents, poultry, amphibians, swine or livestock animals or other pets (other than domesticated dogs, cats, fish or birds, as aforesaid) shall not be permitted on the Condominium Property. The ability to keep pets is a privilege, not a right; a violation of the provisions of this Paragraph shall entitle the Association to all its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. Notwithstanding the above, guests of owners or renters may not bring pets onto the property. Pets are not permitted in the fitness room or the social rooms. While outside with a pet, the owner shall be required to have visible, a bag or paper container to collect pet waste. Pet waste shall only be deposited in the containers provided by the Association.

Service animals will be allowed in certain circumstances as listed below: The Association is a private residential condominium and therefore has the right to request written documentation to the following questions: 1. Does the requestor have a disability? 2. Does the requestor have a disability-related need for an assistance animal, and does the animal provide assistance, perform tasks for the benefit of the disabled person, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's disability? If the answer to either of the above questions is no, then an accommodation is not needed. If the answer to both above questions is yes, an accommodation will be granted. However, if the disability is not "readily apparent," the Association may inquire and request reliable documentation concerning the nature of the disability and the disability-related need for an assistance animal.

VEHICLES AND PARKING

1. **Commercial Vehicles:** No trucks (except trucks for use as passenger vehicles only), watercraft, watercraft trailers, nor any vehicle having a shell, camper or other attachment, or commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans shall be permitted to be parked or stored at any place within the Condominium Property. For purposes of this Section, "commercial vehicles" shall mean those that are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for providing pick-up and delivery, nor to passenger-type vans with windows for personal use that are in acceptable condition in the sole opinion of the Board (whose opinion may be changed at any time upon a reasonable basis).
2. **Resident Vehicles:** All vehicles must have a current registration, must be insured, be roadworthy and operational and must not leak fuel, oil or any other substance causing the parking and common areas to look unsightly. Any damage caused by a vehicle will be the sole responsibility of the owner of the vehicle. The Board of Directors in its sole discretion shall have the right to determine said 'road-worthiness' as long it is

not arbitrary or unnecessarily burdensome. All Owners and other occupants of Units are advised to consult with the Association prior to purchasing and/or bringing onto the Condominium Property, any type of vehicle other than a passenger car, since such other type of vehicle may not be permitted to be kept within the Condominium Property.

3. Signs: All vehicles, whether owned by residents or visitors, shall not display any signs either on the outside of the vehicle, or inside which is visible from the outside. Further, no vehicles shall display any offensive material, language, or artwork, subject to the sole discretion of the Board of Directors.
4. Parking: Upon assuming occupancy, all residents shall register their vehicles, motorcycles and bicycles with the on-site office, and obtain parking stickers, which are renewed annually in January. Failure to obtain a sticker will result in the issuance of a parking violation, and could be subject to towing. Parking is permitted only within each parking space's dimensions. The use of two parking spaces for one vehicle is not permitted. Visitor spaces are not to be used for storage of vehicles.
5. Towing: Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, or in the rules and regulations now or hereafter adopted, may be disabled or towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. Any designated Board Member may authorize the towing of a vehicle or vessel for any violation that exceeds the 24-hour threshold. Vehicles parked within an assigned parking space and that do not display a San Mirage decal are subject to towing in accordance with the above policy. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act due to such disabling or towing. Once the violation notice is posted, neither its removal, nor the failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.
6. Bicycles: All Bicycles must have a current registration on file with the Association and be parked at one of the bike racks located on both east and west sides of the Condominium, or brought inside the resident's unit. Bikes without a San Mirage sticker may be removed and donated.
7. Smoking: The Common Areas and the Limited Common Areas of the San Mirage Property shall be Non-Smoking Areas. Smoking shall only be allowed in designated areas, determined by the Board of Directors to be at the East and West BBQ Locations.

FITNESS ROOM

1. No children under the age of 14 are allowed in the fitness center. Children between the ages of 14 and 16 may use exercise equipment under the direct supervision of a parent or guardian.
2. Equipment must be wiped down and returned to its original position; equipment shall not be sprayed directly but use the towels provided by the Association.
3. The weight pins are not to be switched from one apparatus to another.
4. Do not attempt to adjust the thermostat.
5. When departing, the TV and lights shall be turned off, the fan left on, and the door locked and closed.
6. Proper fitness attire is required along with proper footwear. No open-toe or open-heeled shoes or sandals are permitted.
7. There is a limit of 30 minutes on any machine while others are waiting.

CLUBHOUSE & SOCIAL ROOM RENTAL

The clubhouse, i.e. the Board of Directors meeting room and the so-called Kitchen Room, are available for private events for both renters and owners. Reservations are on a first-come-first served basis, and a request form is available at the on-site office. There is a \$200 refundable deposit for both renters and owners, and a \$50 reservation fee, which is waived for owners. Pets are not permitted in either room.

(The Pool and Spa Rules & Regulations are now separated)

POOL

Anyone who uses the swimming pool shall be strictly responsible for their own safety, and shall do so at their own risk. There shall be no lifeguard on duty. The Association shall assume no responsibility for any injury to persons or any damage to property resulting from such use.

1. Pool hours are 8:00 am until Dusk.
2. Pool Area is to be a quiet zone from 8:00 pm until 10:00 pm. No noise shall be made that carries outside of the Pool Area.
3. Pool Area closes at 10:00 pm. All persons must exit by 10:00 pm.
4. Children under 16 must be accompanied by a parent, relative, guardian, or other supervisor.
5. The maximum number of guests at the pool area is 6 per unit; residents shall inform guests of the pool rules and regulations prior to entry.
6. While in the pool area, guests must be accompanied by the legal Resident whom they are visiting.
7. Glass is not allowed in the Pool Area, defined as within the fenced-in area.
8. Food or Drink is not allowed in the pool nor allowed on the Wet Deck Area of the Pool, defined as any area within 4' of the edge of the pool.
9. Bikes, Skateboards, Scooters, Rollerblades, Roller-skates, etc. are not allowed. ~~in the Pool Area.~~
10. Pets are not allowed inside the Pool Area, except certified service animals. They are not however permitted in the pool itself.
11. There shall be no smoking or vaping inside the Pool Area, defined as within the fenced-in area.
12. Profanity, yelling, fighting, screaming and other offensive language shall not be allowed.
13. Electronic devices may not be used within the pool area except with headphones.
14. Diving is strictly prohibited.
15. There shall be no running, jumping, or other horseplay.
16. Diapered children are not allowed in the pool without wearing specially-designed watertight and leak-proof pants. Incontinent persons are not allowed in the pool.
17. Pool users must shower prior to entering the pool.
18. Reserving pool lounge chairs or tables with personal items, i.e. towels, is not permitted.
19. The Cabanas and TV Lounge areas are not permitted to be reserved.
20. Prior to departure, the pool area is to be policed and furniture returned to its original position.
21. Floating and climb-on devices, objects or toys are prohibited, per Florida Health Department Regulations.
22. The bathing load is 39.

SPA

Anyone who uses the spa shall be strictly responsible for their own safety, and shall do so at their own risk. There shall be no lifeguard on duty. The Association shall assume no responsibility for any injury to persons or any damage to property resulting from such use.

1. Spa hours are 8 a.m. to Dusk
2. The Spa Area is to be a quiet zone from 8:00 pm until 10:00 pm. No noise shall be made that carries outside of the Spa Area.
3. The Spa Area closes at 10:00 pm; all persons must exit by that time.
4. No one under the age of 12 may use the Spa.
5. Spa users must shower prior to entering the Spa.
6. Pregnant women, people with health problems and people using alcohol, narcotics or other medication which might cause drowsiness, shall not use the spa without first consulting a doctor.
7. While in the Spa area, guests must be accompanied by the legal Resident whom they are visiting.
8. Glass is not allowed in the Spa.
9. Diving is strictly prohibited.
10. Running, jumping, or other horseplay is not allowed.
11. Incontinent persons are also not allowed in the Spa.
12. There shall be no smoking or vaping in the Spa.
13. Profanity, yelling, fighting, screaming and other offensive language shall not be allowed.
14. Electronic devices may not be used in the Spa.
15. Floating and climb-on devices, objects or toys are prohibited, per Florida Health Department Regulations.
16. The bathing load is 7

TRASH & RECYCLING

1. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.
2. Trash must be separated into Non-recyclables and Recyclables and shall be placed in the appropriate containers. Plastic bags, Styrofoam, pizza boxes or contaminated food items shall not be placed in the blue recycling bins. Trash may not be placed in front of, beside or on top of a recycling bin or the compactor. If the compactor is being unloaded off-site (currently alternating Mondays), trash must be taken to the compactor on the other side of the complex.
3. All cardboard boxes must either be crushed or cut up in sizes to fit the recycling container.
4. Children shall not be sent to dump trash or recyclables if they cannot reach the handles
5. Bulk item removal is the responsibility of the owner or occupant. Bulk items are non-recyclable trash items too large to fit into the compactor. They are classified as 'white' goods-refrigerators, stoves, microwaves- and 'brown' goods-such as furniture. They must be placed inside one of the two concrete structures aside of the compactor. Electronics-TVs, PCs, and monitors must also be placed in the concrete structures, not in the regular trash.

DISTURBANCES

1. Unit Owners or occupants shall not make or permit any disturbing noises, nor allow any disturbing noises to be not made by the Owner's family, employees, pets, agents, tenants, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner

as to disturb or annoy other residents. Unit Owners and residents shall maintain a reasonable volume of their vehicle sound system while on the property. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

OWNER & RESIDENT ABSENCES

1. Anytime a unit is left unoccupied for more than 24 hours, the occupant shall prepare the unit prior to their departure in the following manner: (a) All furniture, plants and other objects from the lanai shall be relocated inside the unit; (b) The main water supply shall be turned off at the shut-off valve, and water heater to the unit shall be turned off at the breaker; (c) The A/C thermostat shall be set to COOL with a temperature of 78 degrees Fahrenheit. Anytime an owner or a resident leaves their vehicle(s) parked on the property for greater than 24 hours, he or she shall provide to The Association a duplicate key to the vehicle, to be stored in the on-site San Mirage Office in the same manner as the emergency key to the owner or resident's unit.
2. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage. In addition, he or she shall furnish the Association with the name(s) of such firm or individual and ensure the Association has current contact information for your non-Florida address. Windows and doors shall be locked, the refrigerator shall be emptied and major appliances, phones and Cable connections shall be unplugged. All non-perishable food items such as flour, crackers, or pasta shall be removed or placed in air-tight plastic food containers.
3. In order that proper steps and procedures may be taken in a minimum amount of time during an emergency, the Association shall retain pass-keys to all units. The locks of each unit are not to be changed or altered without providing the Association with a duplicate key for entry during an emergency—in the sole discretion of the Board of Directors—or the time the unit is vacant. In the event the Unit has to be re-keyed by the Association, the Unit Owner will be responsible for the cost.

WATER HEATERS AND SMOKE DETECTORS

Unit Owners must take all appropriate steps to maintain, and when appropriate replace the water heater servicing their unit, as outlined in detail below, where the failure of water heaters in the unit may be a significant cause of damage to the units and the condominium property. The Board of Directors has determined that failure to replace water heaters at least every eight (8) years and failure to replace all smoke detectors at least every ten (10) years would create a presumption of negligence under Section 9.9 of the Condominium Declaration. Accordingly, as the nine (9) buildings which constitute the physical plant of the Association, were originally certified for occupancy in January of 2000, the original water heaters and original smoke detectors are subject to replacement as provided by the following:

1. Every Unit shall have a new water heater, stainless steel washing machine hoses, stainless steel dishwasher hoses, and fill valve toilet assemblies installed no later than 3/31/10 and provide proof of installation of a water heater within the last eight (8) years. Further, each water heater shall be replaced no less frequently than every eight (8) years. Water heaters shall have a maximum 40-gallon capacity in all units.
2. All original smoke detectors shall be replaced within 30 days of the adoption of these amended rules and regulations.
3. Unit Owners may opt to use contractors of their choosing to install the water heaters. Such contractors shall be properly licensed and insured in accordance with City and County Ordinances, and the Unit Owners shall provide said proof to the Association.
4. Any Unit which has had its new water heater, stainless steel washing machine hoses, stainless steel dishwasher hoses, and fill valve toilet assemblies replaced prior to 3/31/2010 shall provide to the

Association proof of such installation, and such Unit shall be considered to have complied with this Rule. However, the water heater shall be required to be replaced within eight (8) years of the certified installation date.

5. Unit Owners shall provide the Association with proof of compliance with this Rule no later than 04/05/2010. Thereafter, the Association reserves the right to install water heaters pursuant to the provisions of the Declaration; the Unit Owner shall be responsible for the cost of the installation, secured by a right of lien.

AIR CONDITIONING MAINTENANCE AND REPLACEMENT

Unit Owners are required to perform routine maintenance on their A/C equipment, and must provide the Association with the name and contact information for the service company performing such maintenance. Routine maintenance must be performed no less than annually. All owners will ensure that their service company is properly licensed and insured. The A/C equipment serving each unit must be operational at all times and must be set to appropriate temperature to minimize humidity in the unit; in no event should the temperature be set above 78 degrees.

Unit owners seeking to replace the A/C equipment serving their unit, including but not limited to the air handler and compressor, must obtain approval of the Association as stated within this paragraph. The Association reserves the right to inspect the installation of any A/C equipment to ensure that such equipment is properly installed to protect the Unit, other Units and the Common Elements.

All Unit Owners will submit an AACR Form (Architectural Air Conditioning Replacement Form) along with all of the required documents listed on this form for approval and prior to any replacements. All Unit Owners will ensure that the compressor is installed on the provided concrete with the minimum required clearance (10 to 12 inches between all condenser units) by the Code. Also, owners must ensure all wiring and tubing is properly installed, anchored, and routed to prevent damage to any equipment or personnel. Blocking of any usable pad clearance space from other Unit Owners is not permitted.

MOLD & MILDEW

Unit Owners must take all appropriate steps to reduce and or eliminate the occurrence or continued existence of mold and/or mildew: collectively "mold"), growth in and around the Unit and appurtenant limited and common elements and thereby minimize the possibility of adverse effects that may be caused by funguses, including mold. Unit Owners' responsibilities include, but are not limited to:

1. The Air Conditioning system and humidity control system if applicable must be kept in good and working order. Whether occupied or not, the air conditioning system and humidity control system if applicable, must be appropriately-upgraded when reasonably necessary, to adequately control the temperature, humidity and indoor air quality in the Unit. The temperature in the unit shall be set at a minimum of 78 degrees.
2. The main valve on the water line serving the unit must be turned to the OFF position if the Unit is to be unoccupied on an overnight basis.
3. All incidents of mold and water intrusion, including but not limited to: water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks or evidence of water intrusion must be immediately reported to the Association.
4. All regular and routine maintenance required to prevent water intrusion, and which is the obligation of the Unit Owner, must be timely and adequately performed. Such maintenance includes, but is not limited to: the regular inspection, cleaning and servicing of all appliances servicing the Unit, including the air conditioning system, humidity control system if applicable, refrigerators and freezers; also, the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures,

MISCELLANEOUS

1. Water Beds are prohibited
2. 'Garage,' estate, or tag sales, or similar such activities are prohibited.
3. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
4. 'Moving in' for new residents and 'moving out' for existing residents shall occur between the hours of 8 a.m. to 9 p.m.

ENFORCEMENT

1. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted pursuant to the Condominium Documents, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner or Lessees for failure of an Owner, or such Owner's family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the procedures set forth in the Declaration for fining are adhered to. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.
2. Upon being informed of an allegation of a violation of the Rules & Regulations, the Association shall investigate said allegation, and if it appears to the Board of Directors to be valid, send a warning letter to the owner or lessee, documenting the nature of the violation and the corrective action necessary. The warning letter shall be drafted by the office staff and forwarded by email to the Members of the Board of Directors. If a majority of the Board determines the violation is valid, the office will mail the letter, via both by certified return-receipt and certificate of mailing to the owner and the lessee.
3. However, in reviewing the documentation of the basis of the violation and considering the severity of the violation, the Board of Directors, in its sole discretion has the option to disregard a warning letter and proceed directly to issuing a fine, subject to the Condo Documents and the Florida Statute.
4. Should an owner or lessee be fined by the Board, the Board-appointed Fining Committee, consisting of current owners, will conduct a hearing with the owner or the tenant, and hear evidence why the fine should not be imposed. The owner or tenant is entitled to 14 days' written notice of the violation and the date of the hearing. The Fining Committee shall by majority vote, decide if the fine should be upheld or rejected. If the fine is upheld, the Association shall give notice within 20 days, pursuant to Paragraph Two above, and is immediately due and payable.
5. The Association and its employees shall have the right with proper notification, to enter and inspect any Unit to assist in its determination of the validity of the allegation.

BOARD MEETING PROCEDURES

1. The Board of Directors shall conduct regular monthly meetings on the 3rd Thursday of each month unless a quorum is in jeopardy or agenda items require postponement. The President may cancel a scheduled meeting if there is insufficient agenda items. The Board has the discretion to postpone and re-schedule meetings.
2. The Board shall meet in the Board Clubhouse at posted times and dates unless otherwise required.
3. Unit owners may tape record or videotape a Board Meeting, provided a written request is submitted to the President at least 10 minutes prior to the beginning of the meeting. No tape or video recording shall interfere with or obstruct the meeting, nor shall any of the equipment do so, subject to the sole discretion of the President. Extra lighting for videotaping shall not be permitted.
4. Unit owners have the right to speak at Board and Statutory Committee Meetings, except as provided by law. Statements by unit owners shall be restricted solely to designated items on the agenda and only when recognized by the President. The unit owner shall be recognized prior to the vote on the particular agenda item. Statements shall be limited to three (3) minutes, unless authorized by the President. A unit owner may only speak once regarding a specific agenda item, unless authorized by the President.

These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium and Master Covenants, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof.