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RULES & REGULATIONS

Developer has promulgated these initial Rules & Regulations pursuant to subsection 11.1 of the Declaration of Condominium for The Villas Condominiums, as recorded or to be recorded in the Public Records of the County, and as it may be amended from time to time (the "Declaration"). These initial Rules shall remain in full force and effect until such time as they are amended, modified, rescinded in accordance with Section 6 of the Declaration and Section 14 the By-Laws.

DEFINITIONS

1. **Definitions.** All capitalized words or terms that are not defined in these Rules & Regulations shall have the same meanings as set forth in the Declaration.

APPLICATION

2. **Application.** These Rules & Regulations are intended to supplement and complement the restrictive covenants and other provisions set forth in the Declaration and the By-Laws, and shall govern the use of the Units and the Common Elements, as well as the conduct of the Association and all Owners and other occupants of the Units and their respective household members, employees, contractors, agents, guests and other invitees. In the event that any occupant of a Unit other than the Owner, or the Owner's or other occupant's household member, employee, contractor, agent, guest or other invitee, is responsible for a violation of these Rules or the other Condominium Documents, the Association may hold the Owner of such Unit jointly and severally responsible for the actions of such other Persons.

ENFORCEMENT

3. **Enforcement.** The Association, acting through the Board of Directors or a duly authorized enforcement committee, shall enforce these Rules & Regulations in accordance with the notice and hearing requirements set forth in the Bylaws. The Association may impose the specific monetary fines set forth in these Rules, for violations of these Rules and the other Condominium Documents. Unless a different monetary amount is specified in the Declaration, these Rules or the Act, each violation of the covenants set forth in the Declaration shall be subject to a maximum fine of \$100, or a \$100 fine for each day of a continuing violation after notice up to a total maximum of \$1,000, as applicable. The Association may impose such fines in addition to exercising all other enforcement remedies available under the Declaration, the By-Laws, at law or in equity. If the maximum fines permitted by Section 718.303(3), Florida Statutes, or any successor statute, are increased in the future, the Association may increase the fines imposed pursuant to these Rules in accordance with such new or revised statute section.

REPORTING OF VIOLATIONS

4. **Reporting of Violations.** Any Owner or Tenant may report a violation of these Rules & Regulations or the other Condominium Documents by delivering written notice to any Officer, Director, member of the enforcement committee established by the Board of Directors, or the property manager designated by the Board. Written notice of an alleged violation shall state:
 - a. the nature of the alleged violation;
 - b. the identity of the Owner or other Person who allegedly committed the violation;
 - c. the identity of the Owner who is responsible for the alleged violator, if the alleged violator is other than the Owner; and
 - d. The name, address and telephone number of the Person filing the complaint.

EXCEPTIONS & OTHER RELIEF

5. **Exceptions & Other Relief.** The Board of Directors may, but shall not be obligated to, grant exceptions and other relief from these Rules & Regulations when, in the Board's sole discretion, the particular circumstances merit such relief.

USE OF COMMON ELEMENTS

6. **Use of Common Elements.** The use of the Common Elements by the Owners or other occupants of the Units and their Guests shall be subject to the following restrictions:
- a. **Signs, Displays, Etc.** No one may place any sign, poster, advertising device, notice or other display of any kind within the Common Elements, from any unit, or on any vehicle in the community. This Rule shall not apply to Developer or its marketing and sales personnel, or the Association. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule for each day of a continuing violation after notice. Adopted pursuant to Subsections 9.3, 11.1, 17.1 and 18.3 of the Declaration.
 - b. **Walkways.** No one may obstruct the stairways, sidewalks, passages, hallways, lobbies or similar portions of the Common Elements. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. Adopted pursuant to Subparagraphs 11.1, 17.11 and 18.3 of the Declaration.
 - c. **Storage of Personal Property.** No one may park or store bicycles or any other personal property within the Common Elements, except in spaces, if any, that the Board of Directors may designate for such purposes. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. Adopted pursuant to Subsections 11.1, 17.11 and 18.3 of the Declaration.
 - d. **Cleanup after Use.** Every Unit Owner and other occupant of a Unit shall be responsible for cleaning up after themselves when they use the Common Elements, including, but not limited to, placing all trash in appropriate receptacles. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. Adopted pursuant to Subsections 11.1, 17.11 and 18.3 of the Declaration.
 - e. **Removal of Association Property.** No one may remove any personal property of the Association from the Common Elements without the prior written consent of the Board of Directors. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. Adopted pursuant to Subsections 11.1, 17.11 and 18.3 a/the Declaration.
 - f. **Supervision of Children.** No one may permit their children, aged sixteen (16) or younger, to enter the Common Elements, including the pool area or other recreational facilities, without appropriate adult supervision. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule and shall be strictly responsible for any injury to Persons or damage to property resulting from the behavior of their children. Adapted pursuant to Subsections 11.1, 17.2, 17.11 and 18.3 of the Declaration.
 - g. **Hours of Permitted Use.** No one may enter portions of the Common Elements, if any, when closed. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. Adopted pursuant to Subsections 11.1, 17.11 and 18.3 of the Declaration.

PARKING OF VEHICLES

7. **Parking of Vehicles.** The Owner or other occupant of a unit who parks a vehicle, or who permits Guests or other invitees to park their vehicles, in violation of Subsections 3.3(b) and 3.4(d) of the Declaration shall be subject to a \$100 fine for each such violation, or for each day of a continuing violation, as applicable. *Adopted pursuant to Subsections 3.3(b), 3A(d), 11.1, 17.11 and 18.3 of the Declaration of the Declaration.*

BARBECUE GRILLS

8. **Barbecue Grills.** No one may use a barbecue grill of any kind within a Unit, the first-floor terrace or the second-floor balcony appurtenant to a Unit, or any other covered area within the Condominium Property, with the exception of an electric (i.e. George Forman, etc.) grill. Use of Non-electric grills may only be used 10 feet away from the buildings and not underneath any tree branches, eaves or coverings. Ensure that the grill is stable and be observant for high winds in the area when grilling. No grilling is permitted in or around the pool area. Grills must be completely cooled before being stored away after use. All charcoal, lighter fluid, matches and lighters should be out of reach of children and stored away from potential heat sources (follow instructions on the label for storage). Charcoal, foils, and other grills items may not be discarded on Condo Association property and not disposed of in any areas of the association grounds. Please only discard cooled charcoal waste, ideally in a metal container, but a household garbage bag may be acceptable, and dispose of them in an appropriate receptacle. When grilling, a fire extinguisher, sand bucket, or water hose/bucket should be available and within reach to extinguish any flames. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or the Declaration, or for each day of a continuing violation after notice. Adopted pursuant to Subsections 11.1, 17.11 and 18.3 of the Declaration of the Declaration.

PETS

9. **Pets.** Pets are limited to Two (2) domesticated dogs or cats. No one may permit their pet to roam freely anywhere within the Common Elements; every dog or cat owner shall keep such owner's dog or cat on a leash or within an appropriate pet carrier whenever such dog or cat is permitted outside the confines of the pet owner's Unit. Pets (including birds, reptiles, rabbits, and other similar pets) shall not be left unattended on balconies, terraces, patios or in lanai areas. Pets shall only be walked or taken upon areas designated by the Association. Pet owners shall collect and dispose of all animal waste from their pets. Pet owners shall register their pets with the applicable local authority and shall obtain all licenses and inoculations for their pets, as required by applicable law. Pet owners shall not permit their pets to cause disturbances; including, but not limited to, making noise audible to the occupants of other Units.

For the purposes of these Rules & Regulations, the Board of Directors does restrict the weight limit on pets up to 35lbs each as verified by a licensed Veterinarian listed on vaccination records and defines dangerous breeds of dogs under Declaration 17.3 to include, but not limited to, Pit Bulls, Rottweilers, Bull Mastiff, Doberman, Chow Chow, etc. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 17.3 of the Declaration, or for each day of a continuing violation after notice.

CLEANING

10. **Cleaning.** No one may sweep or otherwise cause the transmission of dirt or any other substance from a Unit or the Limited Common Elements appurtenant to such Unit onto any other portion of the Condominium Property. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. Adopted pursuant to Subsections 11.1, 17.6: 17.7, and 18.3 of the Declaration.

BURNING OF RUBBISH OR YARD REFUSE

11. **Burning of Rubbish or Yard Refuse.** No one may burn rubbish or yard refuse anywhere within the Condominium. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. Adopted pursuant to 17.7 and 18.3 of the Declaration.

SECURITY ALARMS

12. **Security Alarms.** No one shall permit a home or vehicle security alarm to continue to emit its audible alert for an unreasonable period of time; it shall be the responsibility of every Owner or other occupant of a Unit to attend to their alarm when it has been triggered, The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. Adopted pursuant to Subsections 9.1, 17.7, 17.9, 18.3 and 22 of the Declaration.

AMPLIFIED SOUND

13. **Amplified Sound.** No one may use or discharge any radio, loudspeaker, horn, whistle, bell, or other sound amplification device anywhere within the Condominium Property that exceeds sixty (60) decibels, as measured from any location within the Condominium Property (excluding the interior of the Unit from which such sound is being emitted); provided, however, no one may use or discharge any such device that exceeds forty (40) decibels, similarly measured, during the hours of 11:00 p.m. to 8:00 a.m. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. Adopted pursuant to Subsections 9.1, 17.7, 17.9, 18.3 and 22 of the Declaration.

FIREWORKS

14. **Fireworks.** No one shall discharge fireworks or other pyrotechnical displays anywhere within the Condominium Property; provided, however, that the Association may, but shall not be obligated to, sponsor a professionally-managed fireworks display for all Members, Tenants and their respective Guests within an appropriately cleared space of the Common Elements on July 4th of each year. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 11.13 of the Declaration, and shall be strictly responsible for any injury to Persons or damage to property resulting from any discharge of fireworks or other pyrotechnical displays. Adopted pursuant to Subsections 9.1, 17.7, 17.9, 18 and 22 of the Declaration.

LAUNDRY DRYING, ETC.

15. **Laundry Drying, Etc.** No one may hang or dry clothing, laundry, textiles or similar materials anywhere within the Condominium Property that is visible from the Common Elements or to the occupants of another Unit; provided, however, that no Unit Owner shall be prohibited from displaying a single United States flag, of standard size and dimensions, in an appropriate and respectful manner. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. Adopted pursuant to Subsection 18.3 and Section 718.113(4), Florida Statutes.

THROWING OR DROPPING OBJECTS

16. **Throwing or Dropping Objects.** No one may throw or drop any object or substance from any window, Balcony, staircase or other elevated Location anywhere within the Condominium Property. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. Adopted pursuant to Subsection 18.3 of the Declaration.

DISPOSAL OF HAZARDOUS OR TOXIC SUBSTANCES

17. **Disposal of Hazardous or Toxic Substances.** No one may release gasoline, Motor oil, petroleum distillate, paint, paint-thinner, solvent, or any other hazardous or toxic substance anywhere within the Condominium Property. As used in this Rule and Subsection 11.10 of the Declaration, the term "hazardous or toxic substance" shall include the substances identified in the Resource and Conservation Recovery Act of 1976 ("ReRA"), 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9637, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 741 et seq.; the Clean Water Act, 33 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j; and the regulations adopted promulgated pursuant to such laws. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or each day of a continuing violation after notice, and shall be strictly responsible for any injury to Persons or damage to property resulting from the release of such substances. Adopted pursuant to Subsection 18.3 of the Declaration.

DISPOSAL OF GARBAGE & YARD REFUSE

18. **Disposal of Garbage & Yard Refuse.** No one may accumulate garbage, waste, or yard debris anywhere within the Condominium Property, except in closed sanitary bags or other approved containers. The Owner or other occupants of a Unit shall place such sanitary bags or other containers in the refuse collection facilities located within the Common Elements, and shall not keep such bags or containers within a Unit or the Common Elements generally. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. Adopted pursuant to Subsections 7. 5, 17. 6. 17.7. And 18.3. Of the Declaration.

DISCHARGE OF FIREARMS

19. **Discharge of Firearms.** No one may discharge a firearm anywhere within the Condominium Property. For purposes of this Rule, the term "firearm" shall include all rifles, shotguns, handguns, starter guns, compressed air guns, bows, crossbows, and any similar weapons. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, and shall be strictly responsible for any injury to Persons or damage to property resulting from any discharge of a firearm. The Association strongly encourages the Owners and other occupants of the Units to take appropriate measures to secure their firearms from theft and unauthorized use. Adopted pursuant to Subsections 17.5, 17.6. 17.7. and 18.3 of the Declaration.

HUNTING, TRAPPING, ETC.

20. **Hunting, Trapping, Etc.** No one may hunt, capture, trap, kill or otherwise disturb any wildlife anywhere within the Condominium Property without the prior written consent of the Board of Directors as being necessary to preserve the health, safety and welfare of Persons living within the Condominium or using its Common Elements. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. This Rule shall not be interpreted as prohibiting the Owner or other occupants of a Unit from employing a professional exterminator to control insects, rats, mice and similar vermin and pests within such Unit, or the Association from controlling such pests in the Condominium Property generally. Adopted pursuant to the Declaration.

DISTURBANCE OF NATURAL VEGETATION

21. **Disturbance of Natural Vegetation.** No one may disturb any natural vegetation or landscaping within the conservation easement areas within the Common Elements without the prior written consent of the Board of Directors. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, and shall be responsible for the cost of restoring such vegetation or landscaping to its previous state. Adopted pursuant to Subsections 17.5, 17.6, 17.7, and 18.3 of the Declaration.

DRAINAGE

22. **Drainage.** No one may obstruct or re-channel any drainage flow after location and installation of drainage swales, storm sewers, or storm drains, except with the prior written consent of the Board of Directors. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. Adopted pursuant to Subsection 18.3 of the Declaration.

RECREATIONAL USE OF WATER BODIES

23. **Recreational Use of Water Bodies.** No one may enter or use any water body within or adjacent to the Condominium Property for swimming, bathing, boating, or any other active use. The Association shall not be responsible for any injury to a Person or damage to property arising out of, connected with or related to the use of any body of water within or adjacent to the Condominium Property. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. Adopted pursuant to Subsections 17.7 and 18.3 of the Declaration

BUSINESS & TRADE USES

24. **Business & Trade Uses.** The Owner or other occupants of a residential Unit may only use such Unit for residential and closely related accessory uses; provided, however, that the Owner or other occupant of a residential Unit may maintain and use a "home office" within such Unit strictly conditioned upon the facts that such business or trade activity.
- Is not apparent or detectable by sight, sound, or smell from outside the Unit;
 - Conforms to all zoning and other land use requirements of the State, the County or any other governmental body having jurisdiction over the Condominium;
 - Does not involve door-to-door solicitation of the Owners or occupants of any Unit;
 - Does not, in the reasonable judgment of the Board of Directors, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within the Condominium Property which is noticeably greater than that which is typical of Units in which no home office is maintained; and is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the Board's sole discretion. As used in this Rule and Subsection 17.1 of the Declaration, the terms "business" and "trade" shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity: (a) is engaged in full-time or part time; (b) is intended to be for-profit or not-for-profit; or (c) requires a license. The Owner or other occupants of a residential Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 17.1 of the Declaration, or for each day of a continuing violation after notice. Adopted pursuant to Subsections 17.1, 17.7, and 18.3 of the Declaration.

DOOR-TO-DOOR SOLICITATIONS

25. **Door-to-Door Solicitations.** No one may conduct commercial door-to-door solicitations anywhere within the Condominium. The Board of Directors may permit reputable charitable organizations to conduct door-to-door solicitations within the Condominium, but any such organization shall provide prior notice of its proposed solicitation activities to the Association and shall have obtained the prior written approval of the Board. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. Adopted pursuant to Subsections 17.1, 17.7, and 18.3 of the Declaration.

LEASING OF UNITS

26. **Leasing of Units.** Every Lease of a Unit shall be in writing, shall transfer possession of the entire Unit and not a portion or portions thereof, and shall require the Tenant and other occupants of the Unit to comply with the requirements of this Declaration and the other Condominium Documents. The Owner of a residential Unit shall provide notice of any Lease thereof, together with such additional information the Board of Directors may reasonably require, to the Board at least fifteen (15) days before the proposed commencement of the term of such Lease, and shall provide the proposed Tenant with current copies of these Rules & Regulations and the other Condominium Documents. The Owner of a Unit, by leasing such Unit, shall be deemed to have assigned all the Owner's rights to use and enjoy the Common Elements to the Tenant during the term of the Lease. For purposes of this Rule and Section 17 of the Declaration, the terms "lease" and "leasing" refer to the regular, exclusive occupancy of a Unit by one or more Persons, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, rent, fees, or in-kind goods or services. The Owner of a Unit shall be subject to a \$100 fine for each violation of this Rule or Section 17 of the Declaration, or for each day of a continuing violation after notice. Adopted pursuant to Subsections 3A(j), 3A(g), 17.1, 17.8, 17.15, 18.3 and 20.2 of the Declaration.

MAINTENANCE OF TEMPERATURE & HUMIDITY RANGE

27. **Maintenance of Temperature & Humidity Range.** In order to minimize the condensation of moisture within the Units and the Common Elements, every Unit Owner or Tenant shall maintain the air-conditioned or heated temperature within such Owner's Unit at no lower than seventy degrees (70°) Fahrenheit and no higher than ninety degrees (90°) Fahrenheit. No Unit Owner or Tenant shall permit the electric power to a Unit to be turned off, nor shall any Unit Owner or Tenant permit the air-conditioning system for a Unit to be turned off or otherwise disabled, regardless of whether the Unit of such Owner or Tenant is occupied or not. The Owner of a Unit shall be subject to a \$100 fine for each violation of this Rule or Section XIII of the Declaration, or for each day of a continuing violation after notice. Adopted pursuant to Subsections 17.10, 18.3 and 22 of the Declaration.

HURRICANE PREPARATIONS

28. **Hurricane Preparations.** Each Unit Owner or Tenant who is absent from the Condominium during the annual hurricane season (April through November), or any part thereof, shall provide the name of such Person or Entity to the Association. The Owner or Tenant of a Unit shall be subject to a \$100 fine for each violation of this Rule. Adopted pursuant to Subsections 17.13, and 18.3 of the Declaration.

ASSOCIATION EMPLOYEES, ETC.

29. **Association Employees, Etc.** No one may request employees or other authorized agents of the Association to perform personal services or errands. The Board of Directors and the Officers shall be solely responsible for directing the activities and assigning the duties of such employees and other agents. The Owner or other occupant of a Unit shall be subject to a \$50 fine for each violation of this Rule. Adopted pursuant to the Declaration.

LIMITATIONS ON WRITTEN INQUIRIES BY MEMBERS

30. **Limitations on Written Inquiries by Members.** The Board of Directors shall not be required to respond to more than one written inquiry by the Owner or Owners of any single Unit in any thirty (30) day period. If the Owner or Owners of any single Unit submit more than one written inquiry in any 30-day period, the Board shall respond to any additional inquiry or inquiries in the subsequent 30-day period or periods, as applicable. Adopted pursuant to Section 15 of the By-Laws and Section 718. J 12(2) (a)2, Florida Statutes.

LIMITATIONS ON SPEAKING BY MEMBERS AT MEETINGS

31. **Limitations on Speaking by Members at Meetings.** Any Member who desires to speak on designated agenda items at meetings of the Members or the Board of Directors shall be limited to speaking for a maximum of three (3) minutes on any single agenda item; provided, however, that the meeting chairman or presiding Officer, in the chairman or presiding Officer's absolute discretion, may waive such limitation with regard to particular meetings or agenda items. Adopted pursuant to Section 3.3 of the Bylaws.

FLAGS

32. **Flags.** 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. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items. Adopted pursuant to Section J 7.11 of the Declaration.

SATELLITE DISHES

33. **Satellite Dishes.** Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following:
- a. installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements;
 - b. the dish may be no greater than one meter in diameter, and
 - c. to the extent that same may be accomplished without
 - i. impairing reception of an acceptable quality signal,
 - ii. unreasonably preventing or delaying installation, maintenance or use of an antenna, or
 - iii. Unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements. Adopted pursuant to Section 17.11 of the Declaration.

LIMITATIONS ON RECORDING OF MEETINGS BY MEMBERS

34. **Limitations on Recording of Meetings by Members.** Any Member may tape-record or video-tape meetings of the Board of Directors, the committees, or the Members, subject to the following restrictions:
- a. The Members may only use audio and video recording equipment and devices that do not produce distracting sound or light emissions;
 - b. The Members exercising their right to record such meetings shall assemble their audio and video recording equipment and place such equipment in position before the meeting is called to order;
 - c. The Members engaged in the recording of a meeting shall not be permitted to move about the meeting room in order to facilitate such recording; and
 - d. The Members who desire to record any meeting shall provide the President or the Secretary with at least twenty-four (24) hours' advance notice that they desire to use any audio or video equipment at such meeting. Adopted pursuant to Section 3.3 of the By-Laws, Sections 718.JJ2(2)(c) and (d) 7., Florida

SUPPLEMENTAL RULES AND REGULATIONS (AMENDED 1/21/20)

The Rules and Regulations listed below expand on those listed above. All Rules & Regulations were ratified (originally amended March 29, 2011) on January 21, 2020, unless otherwise listed

GARAGES**1. Garages**

- a. Garage doors shall be kept closed, except
- b. That they may be open:
 - i. When automobiles are entering or leaving the garage, or
 - ii. When persons are within the garage, or
 - iii. When persons are performing activities outside of the dwelling that require the garage door to be open for garage ingress and egress.

VEHICULAR ACCESS**2. Vehicular Access**

- a. Vehicular access into the condominium property shall be limited to unit owners, tenants, and their guests and invitees.
- b. All unit owners shall be entitled to a Radio-frequency identification (RFID) gate access sticker that will open the entrance gate to motor vehicles seeking entrance into the community. Each unit owner and if the unit is occupied by tenants, each approved tenant - may obtain as many gate access sticker(s) as there are permitted vehicles linked to the unit.

PARKING**3. Parking**

- a. Each unit that has a garage appurtenant to it has been assigned an exterior parking space immediately outside of their garage door. Those units that have two car garages have two exterior parking spaces outside of the garage doors. These exterior parking spaces are limited common element and, hence are appurtenant to the unit. That means that the right to use these exterior parking spaces is attached to the title to the unit.
- b. Other parking spaces in the community may be assigned to unit residents by the Board in its discretion. Those spaces which have not been assigned to residents shall be for guests. Guest parking spaces shall not be used to park the vehicles of owners or their tenants. Rather, guest parking spaces are available for use as their designation implies: for the use of visitors to the unit.
- c. There is a limited number of parking spaces, thus it is the policy of the Board to balance the demand for parking spaces with the desire of some unit owners to use their garage for storage rather than parking.
- d. The use of any parking space, whether within the garage, or the limited common element space(s) in front of the garage door(s), or the guest spaces, is subject to reasonable rules passed by the Board of Directors. Thus, the following rules shall apply to the parking of vehicles:
 - i. Units with a one car garage where the residents of the unit operate two vehicles, the garage must be used for parking one of the vehicles.
 - ii. Any unit with a two-car garage where the residents of the unit operate three vehicles, at least one of the garage spaces must be used for parking; where the residents of the unit operate four vehicles, both garage spaces must be used for parking.
 - iii. In the event maintenance or repair of the common element or a unit is occurring that prevents compliance with paragraph D(i) and D(ii) above, the Board may in its discretion grant the owner a temporary waiver until such time as the maintenance or repair has been completed.
 - iv. Owners and approved Tenants are only permitted to have a certain number of approved vehicles on property. Units with garages are limited to the total number of spaces available to them inside and the spaces in front of their garages. Units with no garages are limited to the number of adults in the unit, up to a maximum of 4 vehicles. Exceptions are only made on a case-by-case basis by the Board of Directors.

- v. Vehicles in disrepair, inoperable vehicles, vehicles without license tags, and other vehicles of a like condition shall not be allowed in any limited common element parking space, guest space or any other place upon the common element, on a temporary or permanent basis, or for any reason whatsoever, except such vehicles may be stored in a garage, but only if, while stored in a garage, such vehicles are completely concealed from view from any vantage point on the garage's exterior.
 - vi. Vehicles draped by car covers, tarps, or any other protective material are permissible, but only so long as the vehicles are operable, have current license tags, are being driven on a frequent basis, and are parked on their designated parking space.
 - vii. If any vehicle is in violation of any provision of the Governing Documents, the Association shall have the vehicle towed and stored at the sole expense of the vehicle owner. The vehicle shall not be released until such time as all costs, fees and expenses of towing and storage have been paid.
 - viii. Written notice of the intent to tow a vehicle shall be given by placing a notice on the vehicle under its windshield wiper, and, if the vehicle owner and his address can be reasonably identified, notice shall be mailed (by certified US mail, return receipt requested) or hand delivered to the vehicle owner.
 - ix. The notice shall state that at the sole expense of the owner of the vehicle will be towed if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period.
 - x. The common element property shall be posted consistent with the requirements of law and as provided by the towing company with which the Association shall contract.
 - xi. The Association may in its discretion employ any other remedy to enforce the Governing Documents as they relate to vehicle parking and operation including the imposition of fines, mandatory pre-suit mediation, and injunctive relief.
 - xii. Not the Association, nor its officers and directors, nor any agent of the Association, shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal. When notice to the owner of the vehicle has been given by the Association, the failure of the vehicle owner to receive it for any reason whatsoever shall not be grounds for relief of any kind against the Association, its officers and directors, nor any agent of the Association.
 - a. No vehicle may be parked so as to hinder vehicular ingress and egress of another vehicle's path to its garage or limited common element parking space, or hinder emergency vehicle access.
 - xiii. No trailers, boats, recreational vehicles, commercial (or wrapped for commercial purposes) trucks, vans or vehicles, or other similar items shall be stored or parked permanently or temporarily in any limited common element or common element parking space, or on the common element generally.
- e. **Clubhouse Parking**
The five (5) available guest parking spots located in front of the Clubhouse are for guests or residents visiting the Clubhouse only; limited to business related to the Community Manager, using the on-site Laundry Facility, or using the Gym. Parking at the Clubhouse may be used to pick-up school children on a short and temporary basis from time to time (as available). Parking at the Clubhouse is limited to two (2) hours maximum. No overnight parking is permitted at any time. Violators of this policy is subject to the towing restrictions.
- f. **Resident Parking**
All owners and leased residents are always required to display a permanent parking sticker on their vehicle. This includes any vehicle parked in a garage. Parking stickers are obtained from the Community Manager during regular Clubhouse Office Hours.
- g. **Visitor Parking**
Visitor parking passes are available from the Community Manager in the Clubhouse Office. Visitors who wish to park within the gates must have a Visitors Pass displayed on their rearview mirror. The association may designate a specific number of "VISITOR" spots on the property for parking by guests of owners and/or leased residents who visit on a temporary basis from time-to-time. No overnight parking is permitted at any time in a VISITOR parking space.

TOWING VEHICLES

4. **Towing Vehicles.** If any vehicle is in violation of any provision of the Governing Documents including these Rules, the Association shall have the vehicle towed and stored at the sole expense of the vehicle owner. The vehicle shall not be released until such time as all costs, fees and expenses of towing and storage have been paid.
- a. Notice of the intent to tow a vehicle shall:
 - i. Be given by placing a notice on the vehicle under its windshield wiper, or, if the vehicle owner and his address can be reasonably identified, notice placed on the front door, or hand delivered to the vehicle owner.
 - ii. State that at the sole expense of the owner the vehicle will be towed if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period.
 - iii. The subdivision property shall be posted consistent with the requirements of law and as provided by the towing company with which the Association shall contract.
 - iv. The Association shall keep a record of the notices it has given. The record should include the type of vehicle, its license tag number, the name of the owner if known, and the date and time the notice was given.
 - v. The Association may in its discretion employ any other remedy to enforce the Governing Documents as they relate to vehicle parking and operation including the imposition of fines, mandatory pre-suit mediation, and injunctive relief.
 - vi. The Association, its officers and directors, nor the management company or its employees of the Association, shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal. When notice to the owner of the vehicle has been given by the Association, the failure of owner to receive it for any reason whatsoever shall not be grounds for relief of any kind against the Association, its officers and directors, nor the management company or its employees of the Association.

LEASES

5. **Leases.** Units may be rented or occupied only in their entirety as a single-family dwelling, and no fraction or portion of a Unit may be rented, leased, licensed or occupied under an occupancy agreement. No individual rooms or portion of a Unit may be leased, rented or licensed on any terms whatsoever. No tenancies shall be permitted except those which strictly conform to the following:
- a. All lease agreements shall be in writing.
 - b. All lease agreements, together with an application signed by both the Owner and Tenant in a form acceptable to the Association shall be submitted to the Association for approval at least five (5) days prior to commencement of the lease term and shall require the written approval of the Association. The Board of Directors may require a standard form application for lease approval, a standard form lease, and any other information regarding the tenant(s) or occupants as the Association may reasonably require. The approval or disapproval of a tenant shall be made by the Board, or the Board may delegate its authority to a Committee or to the Manager.
 - c. The application will require the tenant to provide the following information:
 - i. Credit references and information regarding bankruptcy.
 - ii. Information regarding misdemeanor and felony arrest, disposition, and sanction records for all who will occupy the rental address.
 - iii. Driver's license number and state of issue for all who will occupy the rental address.
 - iv. A list of all vehicles and license plate numbers that will be parked at the rental address.
 - v. Previous addresses.
 - d. A thorough background check of the tenants and any occupants may be completed by an investigation company chosen by the Association. The investigation may be conducted as follows:
 - i. Upon receipt of the copy of the written lease and the application form, the Association shall engage the investigation company and receive the results of the investigation. The investigation shall be at the sole expense of the owner and the tenant, who shall pay the expense in advance. If the tenant is to pay for the investigation, advance payment shall be made by money order or certified check.

- ii. The information disclosed on the application will be used by the investigation company, plus any other information as the Board may deem necessary to complete the background check.
 - e. The Association may deny a lease on the ground that the proposed tenant or occupant poses a danger or undue risk to the health, safety or general welfare of the community because:
 - i. The tenant or occupant has a felony conviction for a crime for which the sanction imposed has not been completed, or
 - ii. the tenant or occupant has a felony conviction for a crime for which the sanction imposed has been completed, but the felony conviction disqualifying a tenant or occupant would be a crime which designates the tenant or occupant a sexual predator or sexual offender (F.S. 775.21; F.S. 943.0435.), or
 - iii. the proposed tenant or occupant has previously resided or occupied a dwelling in The Villas and has been cited for a violation of the Association's governing documents, including any of its rules and regulations, or
 - iv. Materially false, misleading or incomplete information has been provided on the application, or
 - v. The proposed tenant is receiving rent assistance under Title 42, USC, Chapter 8, Section 1437 (f),
6. The Owner shall remove, at Owner's sole expense, by legal means, including eviction, his Tenant, and their guests, occupants, family members or invitees, should any of them refuse or fail to abide by and adhere to the Governing Documents and Rules and Regulations of the Association.
7. All lease agreements shall state, or if silent shall be deemed to so state, that a violation by the tenant, their guests, occupants, family members or invitees of the Governing Documents including the rules and regulations is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law.
8. All Owners hereby delegate to the Association, acting through the Board, the power and authority of enforcement against the tenant for breaches to the lease resulting from the violation of the Governing Documents, and the rules and regulations, including the power and authority to declare the lease in default because of the violations and to evict the tenant as attorney-in-fact on behalf and for the benefit of the Owner after the Board gives notice to the Owner at the last address provided by Owner to the Association. Prior to eviction of a tenant, the Association shall give the Owner five (5) days' notice to allow the Owner to secure compliance from the tenant. If the tenant does not cure the violation within such time period, the Board may commence eviction proceedings. If the Association proceeds to evict the tenant, any costs, including reasonable attorneys' fees incurred and court costs, associated with the eviction shall be the personal obligation of the owner, and shall be a continuing lien on the Lot to be foreclosed in the same manner as a lien for past due assessments.
9. Any leased Unit shall be subject to the following occupancy requirements.
 - a. The maximum number of single family residents in any unit shall be as follows:
 - i. 1 bedroom Unit – 2 residents
 - ii. 2 bedroom Unit – 4 residents
 - iii. 3 bedroom Unit – 5 residents
10. A resident is a person who occupies a Leased Unit for more than fifteen (15) days in succession, or sixty (60) days in any twelve (12) month period whether or not those days are in succession.
11. Any Unit in which there resides more than a single family, or in which there resides more single-family residents than permitted above, shall cause all persons who reside there, including the tenant, to be subject to eviction by the Owner or the Association. The procedures and remedies set forth above shall apply, and the Association shall have standing in any court of competent jurisdiction to evict all persons occupying a Residential Unit when any one resident or occupant is in violation of paragraph for 9(a) above.

- a. Temporary storage containers used for the purposes of moving furniture and personal belongings into and out of a unit ("PODS") by an owner or Association approved tenant may only be temporarily placed on the common element for a period of seven (7) consecutive calendar days, and only after having received written permission from the Association prior to placement. Any POD that has exceeded the seven (7) day maximum or has not obtained permission from the Association shall be subject to removal by the Association using the towing procedures as set forth in paragraphs II A through F above. The unit owner, and tenant if applicable, shall be jointly and severally liable for any damages caused to the common element by the POD being placed upon or moved over the common element. The unit owner, and tenant if applicable, shall jointly and severally indemnify the Association for any claim, damages, or loss including personal injury or death, caused or in any way related to the POD, to which the Association, its directors, officers, employees, agents or representatives may become liable including attorney fees and costs, and attorney fees and costs on appeal.
 - b. No exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the condominium property, except that a satellite receiver 39.37" inches or less in diameter is permitted, but only if it is on a moveable stand and the stand is placed, not affixed, upon limited common element. The stand shall be placed on limited common element only when the receiver is being used to receive signals, and at all other times will be placed inside the unit. Under no circumstances shall a satellite receiver or supporting hardware be affixed to the common element or any limited common element. No holes shall be drilled, nor adhesives used to attach a satellite receiver or its supporting hardware to any portion of the condominium property.
 - c. The use of the common element by rollerblades, skateboards, scooters, and the like, whether motorized or manually propelled, is strictly prohibited. In the event any person who occupies a unit, a unit guest, or unit invitee violates this rule, the unit owner and tenant, if applicable, shall be liable, jointly and severally, for any fine, or penalty that may be imposed by the Association for violation of this rule. The unit owner, and tenant if applicable, shall be jointly and severally liable for any damages caused to the common element by the use of rollerblades, skateboards, scooters, and the like. The unit owner, and tenant if applicable, shall jointly and severally indemnify the Association for any claim, damages, or loss including personal injury or death, caused or in any way related to the use of rollerblades, skateboards, scooters, and the like, on the common element, to which the Association, its directors, officers, employees, agents or representatives may become liable, including attorney fees and costs, and attorney fees and costs on appeal.
12. In adherence of 718.116(11), Florida Statutes, "if the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the association. The tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit." The association may choose to work through the association attorney or management firm to follow the appropriate process outlined under s.s. 718.116(11). *(Adopted May 26, 2020)*

SHORT TERM OCCUPANCY

6. Short Term Occupancy

The condominium property is not suited for transient occupancy like a hotel or motel. Residents live in close proximity to one another, and together use common amenities and facilities on a daily basis. Living in a condominium with the density of The Villas Condominium is not like living in a detached home. The property is a densely populated area of 282 units in 25 buildings. To promote the health, happiness, and peace of mind of the majority of the unit owners the Board cannot allow some units to be marketed and rented as if the Units in The Villas were hotel or motel rooms.

1. For the purpose of this rule, Occupancy on a Short Term Basis shall be defined as a rental, lease, or other occupancy for consideration, of 6 months or 183 days or less.
2. No Unit Owner shall market or offer their unit for Occupancy on a Short Term Basis using internet websites such as VRBO, Airbnb, Craigslist and the like. Such marketing or offerings will be deemed to change the use of the Unit from a residential use to a commercial use.
3. No Unit Owner shall rent or lease his Unit for Occupancy on a Short Term Basis. Any Unit Occupancy on a Short Term Basis shall be presumed to have been marketed using internet websites such as VRBO, Airbnb, Craigslist and the like. The Unit Owner has the burden of rebutting the presumption by providing evidence to the Board of Directors that the occupancy was not obtained in that manner. A Unit Occupancy on a Short Term Basis that has not been substantially rebutted by the Unit Owner shall be deemed to change the use of the Unit from a residential use to a commercial use.

Adopted October 18, 2018

SERVICE-ANIMAL (SA) OR EMOTIONAL-SUPPORT ANIMAL (ESA)

7. Service-Animal (SA) or Emotional-Support Animal (ESA).

- a. A unit owner or tenant may make a request for an accommodation to house a service-animal (SA) or emotional-support animal (ESA) in their unit. The request shall be made to the board, in writing, by the unit owner or tenant. Pursuant to this request, the Board may require the unit owner or tenant to provide reliable disability-related information, which:
 - i. Verifies the existence of a disability.
 - ii. Outlines the needed accommodation.
 - iii. Shows the relationship between the person's disability and the need for the requested accommodation.
- b. The SA/ESA may remain in residence so long as it does not damage property, create a disturbance, place other persons in fear for their safety, or create an unsanitary environment. In that regard the owner or tenant:
 - i. Must not permit the SA/ESA to bark in the unit or other commonly used areas of the condominium building and grounds.
 - ii. Must pick up and properly dispose of all SA/ESA waste that the SA/ESA deposits on the condominium grounds.
 - iii. Must not permit the SA/ESA to growl or bark at persons as they pass by.
- c. The Condominium Association reserves the right to revoke its approval of the SA/ESA if these standards and other commonly recognized standards for animal behavior in multifamily residential housing are not met.

Adopted September 23, 2019

NUISANCES

8. Nuisances

A nuisance, as generally defined by the Board of Directors, shall include no obnoxious, unpleasant, unsightly or offensive activity being carried on, nor may anything be done, which can reasonably construe to constitute a nuisance, public or private in nature.

A nuisance may consist of one or more of the following issues:

- An activity that unreasonably interferes with the use or quiet enjoyment of another resident of their separate interest or exclusive use common area;
- A use that creates conditions that are hazardous, noxious or offensive; or
- A violation of a local, state or federal law.

Common Nuisances may include, but not limited to, the following:

- Odors (e.g. cigarette smoke, garbage, pets and food),
- Noise (e.g. loud conversations, yelling/crying, musical instruments, home theatres and hard surface flooring),
- Visual Issues (e.g. clutter on balconies or patios, bright lighting),
- Health and Safety Issues (e.g. pests/rodents, hoarding and smoking).

Any questions with regard to the interpretation of this Section shall be decided by the Board of Directors, whose decision shall be final.

Adopted January 21, 2020

Quiet Enjoyment

Residents may use their units without interference subject to the Declaration and Rules and Regulations and/or Lease Agreements with a tenant's landlord. Any resident in the community may not disturb the quiet enjoyment of any other resident in the building or surrounding neighbors. The resident is responsible for adhering to the community's quiet hours. Quiet hours are from 10:00pm through 8:00am each day. The resident in violation of this noise nuisance is subject to the fines established by the board of directors.

Noise Violations should be addressed by the resident first before contacting the Association office. All residents should document the following recommended process appropriately:

1. Make a friendly request of the resident violating quiet hours.
2. Document a consistent problem with the date, time and example of the noise (record decibel level and/or video or sound record the incidents)
3. Make a second request in writing to the resident and post on their door. Take a picture for documentation.
4. Contact the Community Manager for a Noise Nuisance letter to be sent. Submit the logged documentation.
5. If the nuisance continues, contact the local police department. The Association may also send a second letter after a 14-day notice has expired and the noise nuisance continued.
6. All residents are subject to a fine by the Board of Directors for noise nuisance. Tenants may also be subject to eviction with their landlord on their Lease Agreement. The Association also reserved the right to retain legal counsel to remove a resident for consistent documented noise nuisance violations.

Vendors & Owner Work Hours

Residents should expect to have some quiet enjoyment in their home from any work-related projects, repairs, improvements to the interior of their units, etc. Residents and their hired and/or contracted vendors should adhere to the community's work hours. Work hours are from 8:00am – 6:00pm Monday – Saturday. Sunday shall only be permitted with the express permission from the neighbors in the building surrounding the unit. Notice shall be done in writing (i.e. letter/note on their doors, etc.) to neighbors PRIOR to any work starting.

Adopted August 18, 2020

CONTACTING BOARD MEMBERS

9. Contacting Board Members

At no time should the homeowner confront another board member at any time and should direct any of their concerns or issues to the board through the Written Inquiries by Members under the Rules and Regulations or to attend a Board of Directors meeting.

The Owner or other occupant of a Unit shall be subject to a \$50 fine for each violation of this Rule. Adopted pursuant to the Declaration.

Adopted August 18, 2020