

**RULES AND REGULATIONS
OF
THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC.**

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. Alterations and/or structural modifications:

No unit owner shall make cause to be made or allow to be made any alteration and/or structural modification to his condominium unit or to the common elements without the prior written consent of the Board of Directors and, where applicable, any mortgagee.

2. Antenna and wiring:

No radio, television, or air conditioning installation or other wiring shall be made without the written consent of the Board of Directors. Any aerial or antenna erected or installed on the roof or exterior walls of the building without the consent of the Board of Directors, in writing, is subject to removal without notice, and at the cost of the unit owner whose benefit the installation was made.

3. Unit Use:

Units shall not be used for commercial or business purposes and shall only be used as residences.

4. Building employees, contractors, and developer's employees:

No unit owner or member of his family or guest shall give orders or instructions to building employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

5. Children:

Each owner unit shall be solely responsible for the actions and any damage caused by his children or children visiting him. Unit owners shall be responsible and shall require their children and visiting children to comply with all the rules and regulations concerning the recreational facilities. Children under twelve (12) years of age shall not be allowed in the pool and deck area unless accompanied by an adult at all times.

6. Cleanliness:

Each unit owner shall maintain his unit, and especially the exterior of his unit, in a clean and orderly manner, and in a manner which will not be offensive to any other unit owner. No linen, towels, clothing, or other items shall be placed or hung on the exterior of any unit. All debris of the exterior of the unit shall be picked up regularly.

7. Complaints:

All complaints of unit owners shall be made in writing and delivered to the person designated for such purpose by the Board of Directors or to a member of the Board of Directors.

8. Conduct:

No person in a living unit or in the common area of the condominium shall engage in loud boisterous or other disorderly, profane, indecent, immoral, or unlawful conduct.

9. Damaged common elements:

Damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by a unit owner or his guests or invitees, shall be the sole responsibility of such unit owner.

10. Deliveries:

The Association shall not be responsible for the theft, conversion, or disappearance, loss or damage of any items received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through negligence or willful act of the employees of the Association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

11. Exterior appearance:

No improvements may be made or placed upon the exterior of any units or on any common elements of the condominium without the prior written consent of the Board of Directors. Any consent of the Board of Directors to any improvement to be made in or on the exterior of any unit or anything to be placed therein or thereon may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors.

12. Flammable materials:

No flammable, combustible, or explosive fluid, chemical or substance shall be kept in any living unit, storage area or common element area, except such as required for normal household use.

13. Guest occupancy:

Temporary guests are permitted to reside in any unit for not more than thirty (30) days in any calendar year so long as such guests do not create or cause an unreasonable source of noise, annoyance, or disturbance to the other unit owners and permanent residents of the condominium. All temporary guests shall be required to comply with all the rules and regulations of the condominium and other obligations created by the declaration of condominium and its exhibits. For purposes of this paragraph, any person occupying a unit in the absence of the unit owner, or in the absence of the occupant or tenant approved by the Board of Directors, shall not be deemed a temporary guest but rather shall be deemed to be occupying the unit pursuant to the lease, regardless of the presence or absence of consideration with respect to the occupancy. The Board of Directors reserves the right to limit the number of temporary guests which may reside in the unit at any time. The Board of Directors reserves the right to remove any temporary guests who violates the foregoing requirements.

14. Guns:

No guns shall be permitted to be discharged on the condominium properties including the common area and living units, except as might be permitted in the event of an emergency under the applicable laws of the state of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, BB guns and slingshots.

15. Hurricane Preparations:

Each unit owner who plans to be absent from their unit during the hurricane season must prepare his living unit prior to his departure by:

- A. Removing all furniture, plants, and other objects from the exterior portion of his unit.
- B. Designating a responsible firm or individual to care for his living unit should the living unit suffer hurricane damage, and furnish the Board of Directors, or the person designated by the Board of Directors for such purpose, with the name of said firm or individual.
- C. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements resulting from such failure.

16. Insurance Rates:

No unit owner shall permit or suffer anything to be done or kept in his living unit which will increase the rate of insurance on the condominium property.

17. Motorcycles:

Motorcycles will not be parked or placed in any area other than in the designated motor vehicle parking spaces. No motorcycles will be driven upon common areas other than roadways and parking areas. All motorcycles will be equipped with appropriate noise muffling equipment, and the Board of Directors shall be authorized to bar from the

condominium properties any motorcycle or other motor vehicle that causes an abuse of normal noise levels. No motorcycle shall be permitted to be parked in the parking spaces or parking areas or any other portions of common elements overnight. Any damage done by the common elements, including by not limited to pavement, as a result of motorcycle kickstands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage.

18. Nuisances:

No unit owner shall make or permit any disturbing noises any place upon the condominium properties by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience, of other unit owners. No photograph, television, radio, sound amplifier, or other sound equipment may be played or operated in such manner that disturbs or annoys other occupants or the condominium.

19. Parking:

Parking areas upon the condominium shall be used only by residents of the condominiums and their guests and invitees. Only automobiles, small trucks, vans, and other vehicles commonly used as private passenger vehicles may be parked on the condominium's property without the consent of the Association. Other types of vehicles, and boats and trailers, may not be parked on the condominium property without the written consent of the Association, which may be arbitrarily withheld. Furthermore, no vehicle shall be parked on the condominium property without the written consent of the Association, which may be arbitrarily withheld. If commercial equipment is exposed in or upon the vehicle. The foregoing restrictions shall not be deemed to prohibit the temporary parking or commercial vehicles making a delivery to or from or while used in connection with providing services to any unit of the condominium property. No vehicles which cannot operate on its own power shall remain on the condominium property for more than twenty-four (24) hours, and no repair of any motor vehicles shall be made on the condominium property. In connection therewithin, no motor vehicle shall be placed upon blocks, jacks, or similar service, anywhere on the condominium property. Vehicles improperly parked will be towed away at the expense of the owner of the condominium doing or permitting such act, and/or the owner of the vehicle. Parking spaces which are assigned to a particular unit may only be used by the residents of that unit, and their guests and invitees.

20. Passageways:

Sidewalks, entranceways, passageways, vestibules, and all other portions of the common elements must at all times be kept free of all structures and encumbrances and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or other objects shall be stored or kept in or upon such areas.

21. Personal Insurance:

Although insurance coverage afforded through the Association in addition to other coverage, provides hazard insurance for the individual living units, such insurance does not include coverage of personal property and liability coverage for the individual unit owners. Therefore, it is recommended that such coverage be obtained by each of the individual condominium unit owner should they be desirous of having such coverage.

22. Personal Property:

The personal property of a unit owner shall be stored within his condominium living unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions on the common elements of public areas.

23. Pest Control:

All unit owners are required to permit employees of pest control companies employed by the Association to enter their units at regularly scheduled times to perform pest control services.

24. Pets:

All pets are prohibited except as expressly permitted by the Declaration or Condominium. Any permitted cat or dog must be carried or walked on a leash at all times. The Board of Directors may designate portions of the common elements on the exterior boundaries of the condominium as "pet walking" areas, and in the event no unit owner shall permit his pet to deposit animal waste on any other portion on the condominium property. No pets may be kept, bred, or maintained for any commercial purpose. The Board of Directors shall have the right to require any pet to be removed from the condominium which causes and unreasonable source of annoyance to any unit owner, or if these Rules and Regulations are violated with respect to the pet.

25. Plumbing and Electric

Water closets and plumbing shall not be used for any other purposes other for those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins, or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be overburdened. Total cost of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility and paid by the original unit owner.

26. Plantings:

No plantings of whatever nature shall be made by any unit owner upon any public areas, and/or other portions of the common elements, without the prior written approval of the Board of Directors.

27. Recreational Facilities:

The use of the recreational facilities is limited solely to the members of the Association and their invited guests. Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members. The use of recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of the facilities by all the members of the Association. Amended and/or additional Rules and Regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual unit owners to appraise themselves of same. Private use of the recreational facilities must be arranged through, and only after permission has been granted by the Board of Directors. The user of the recreational facilities shall be responsible for any breakage and/or damage caused. No boating, swimming, or wading shall be permitted in any lake existing within the condominium property.

28. Right to enter in emergencies:

In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate.

29. Roof:

No person shall be permitted upon the roof of any condominium building without the prior consent of the Board of Directors.

30. Solicitations:

There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purposes whatsoever, unless specifically authorized in advance by the Board of Directors.

31. Service people:

No unit owner shall permit any service people, whether for purposes of maintenance, repair, replacement, or improvement, to work in his unit before 8:00 A.M. or after 9:00 P.M., except in cases of emergencies.

32. Signs:

No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner on any part of the outside or facade of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board of Directors.

33. Trash and Garbage:

All refuse, waste, bottles, cans, garbage, and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designed for such purpose.

34. Vehicular and pedestrian traffic:

All vehicular and pedestrian traffic being in and/or operating upon the condominium property shall at all times comply with controlling and governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same as places by governmental authorities and/or the association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 15 M.P.H.

35. Wheel Vehicles:

No unit owner shall permit wheel vehicles, including but not limited to bicycles, carriages, and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property.

36. Window, door, and balcony treatments:

No awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings without the prior written consent of the Board of Directors. Terraces, balconies, porches, or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches, or patios except with the prior written consent of the Board of Directors. No blinds, shades, screens, decorative panels, window or door coverings, shall be attached to or hung or used in connection with any window or door in a unit, if affixed to the exterior of a unit without the prior written consent of the Board of Directors. No clothes lines or similar device shall be permitted on any portion of the condominium property, nor shall clothes be hung anywhere except in such areas, if any designated from to time by the Board of Directors.

ADOPTED 4/9/86