

East Greens Condominium, Inc.
A 55 and Older Community

1 UNIT RULES

- 1.1 All condominium units shall be used for **residential purposes** only, by owners, tenants, immediate family members, or social guests. **The units may not be used for any business or commercial use.**
- 1.2 Garbage containers, recyclable containers and trash containers/bags shall be placed next to the street not earlier than dusk prior to the day of pickup and shall be removed by dusk on the day of pickup, and shall be stored in carport or within the unit.
- 1.3 No clothes or laundry will be hung in carports or in any other location that can be seen from the street or golf course.
- 1.4 No garage sales, rummage sales, yard sales, estate sales, or sidewalk/driveway sales are permitted.
- 1.5 House trailers, motor homes, campers, boats, or commercial trucks are not permitted. Vans must be of a size that can be parked in the carport. Small ½ ton personal trucks are permitted; however, commercial ads are **not** permitted to be displayed on them.
- 1.6 No oil changes or mechanical work on motor vehicles is permitted on the premises. An exception would be for emergency purposes, such as a flat tire or a dead battery.
- 1.7 All exterior radio, television antennas, and satellite dishes must be approved prior to installation with an ARB application submitted to the Board.
- 1.8 Storm shutters installed by the unit owner, after application and approval by the Board, must meet the then-current Lee County Building Code requirements, must be painted the color of the exterior, and cannot be of the awning-type, that extends out from the wall/window.
- 1.9 For safety purposes all access doors, entrances, and walkways to each unit must be kept free and clear of any obstructions or objects that would hinder or delay emergency personnel from responding to an emergency call for the unit.

2 MAINTENANCE FEES, BILLING, AND COLLECTIONS

- 2.1 An annual supply of coupons prepared by the Management Company will be mailed after the budget has been approved by the Board of Directors. This mailing should normally occur in December, or earlier, if possible. A copy of the approved annual budget including the cost for each line item will be sent after the Annual Meeting, as approved by the Association Members. The annual fee can be paid in one sum due and payable January 1; or quarterly on January 1, April 1, July 1, and October 1; or monthly on the first of the month. Notification of monthly assessment for common expenses (Maintenance Fees) will be sent to each unit owner at the name and address shown in the current Association

records. It is the owner's responsibility to notify the management company of the correct mailing address and of any change in ownership. Non-receipt of the bill will not be accepted as grounds for non-payment of maintenance fees, late fees, and interest.

- 2.2 Any account that is not paid in full by the tenth of each month will have a \$15.00 administrative fee charge added. Following the billing, additional collection letters will be sent for any account that is not current. These letters will indicate the past due balance, any administrative fees, and interest, if applicable. This fee may be waived by a vote of the majority of the members of the Board if they find unusually extenuating circumstances exist for the owner.
- 2.3 Any account not paid within forty days of the due date will be turned over to an attorney and a lien will be filed. Interest will be added, and any cost of collection, including reasonable attorney's fees and costs, shall be paid by the unit owner. An account must be paid in full to release the lien. The attorney will send a 10-day demand letter for the amount due plus interest and attorney's fees.
- 2.4 Any account not paid in full, that is lien has been filed, will be reviewed thirty days after filing to determine if foreclosure or legal action for a personal judgment should begin.
- 2.5 Interest referred to herein is maximum allowed by law.

3 RENTING/TENANTS

- 3.1 Renters/Tenants will have the same privileges as an owner. An owner who rents his/her unit will relinquish his privileges during the period that the unit is leased, except at Board discretion.
- 3.2 A non-refundable processing fee of \$100.00 for all rentals shall be due at the time of filing the application for approval.

4 CLUB HOUSE

The East Greens Club House and Pool is for the private use of the unity owners of East Greens Condominium, Inc., their tenants and guests.

- 4.1 No lounging in Club House in wet swim suits.
- 4.2 Smoking is prohibited in the Club House.
- 4.3 No pets are permitted in the Club House or pool area.
- 4.4 East Greens Condominium, Inc. functions override all private unit bookings with regard to the Club House facility.
- 4.5 Private unit owner's events should be made at least two (2) weeks in advance of event. Emergency short-term events are on a first come basis if date is open. Check the calendar

at the Club House bulletin board, if date open fill in with name and event and notify the management company at 239-368-6741.

- A. Non-scheduled informal use of the Club House is limited to a gathering of not more than eight (8) people.
 - B. Private parties for persons under the age of 18 require adult supervision. There must be a minimum of one (1) adult, over the age of 21, for every seven (7) guests under the age of 18.
 - C. No private parties may be scheduled on any national holiday so the facilities may be open to all owners/tenants.
- 4.6 Condominium owner/tenant that has booked an event in the Club House hereby agrees to restore Club House interior, amenities, and utility areas to previous clean condition. Failure to comply with this requirement will result in an assessment of a Clean-Up Charge to the owner/tenant. All infractions will be duly recorded and red-flagged. Future bookings of a red-flagged owner/tenant will then be required to make a deposit of \$50.00 prior to using the Club House facility.
- 4.7 A yearly report regarding the status of all units and events will be made directly to the Board by the chairperson of the Committee, who will keep the Club House calendar to show all bookings.
- 4.8 SUPPLIES: The supply of paper goods and food (such as coffee, tea, etc.) stored on the premises are for use by the Social Committee only. If an owner/tenant uses any of them for a personal or private party, they must be replaced promptly.
- 4.9 BULLETIN BOARD: Two bulleting boards are maintained at the North entrance of the Club House at 10 East Greens Blvd., Lehigh Acres, Florida, as follows:
- A. The glass-enclosed board is the designated site of all official notices required by law to be posted for notices to owners. Only the management company representative or a Board Member may post or remove items on this board.
 - B. The open-face cork board will be used to post items of general interest to the owners/tenants, such as news about social events for members. Only owners may post items on this board, and must show the date of posting. An owner may post a notice offering their unit for sale or rent on a card not larger than 3" X 5", showing their name. No other commercial or business notice may be posted there. The board may be cleared of any notice that has been posted over 30 days.
- 4.10 The Club House shall not be used for any type of benefit or fund raising event.

(A form is available from the Management Company)

5 POOL RULES & REGULATIONS

- 5.1 Any posted rules at the pool must be observed.
- 5.2 All swimmers must shower before entering the pool. Each time suntan lotion or oil is applied a shower must be taken before entering or re-entering the pool. The screen door to outside showers must be kept locked after showering.
- 5.3 Running, diving or causing a general nuisance is strictly prohibited.
- 5.4 Owners/tenants are responsible for the actions and language of their guests. The authorities will be notified if offending actions occur with the offending person(s) being removed from the pool area. The offender and owner/tenant will be prohibited from future use of the pool until proper conduct is assured.
- 5.5 Air mattresses, inner tubes, toys, balls and other objects are not permitted if pool occupancy exceeds six (6) persons. This excludes child-sized inner tubes and water wings.
- 5.6 No person will be permitted to enter the pool who is not toilet trained or is not capable of controlling bodily functions.
- 5.7 Owners/tenants will be responsible for returning furniture to its original location, as well as cleaning and straightening up all facilities they have used. If the Club House is vacant upon departure, it will be the owner/tenant's responsibility to lock the door, turn off lights and air conditioning/heating unit.
- 5.8 Only plastic of unbreakable containers are permitted in the pool area.
- 5.9 Children under the age of 14 must be accompanied by an adult at least 21 years of age. There must be a minimum of one (1) adult for every four (4) children using the pool facilities.
- 5.10 Owners/tenants are responsible for any damage to the Club House or pool property or to the grounds, which resulted from their own or guest's actions.
- 5.11 The pool cannot be reserved for private parties, but is open to all unit owners.
- 5.12 No pool activities are allowed after 10:00pm.
- 5.13 The designated smoking and vaping area shall be at the back of the community center in the middle of the three (3) palm trees whereas the association shall provide a picnic table secured and a smokeless ash container for ashes and cigarette butts. There shall be no other smoking areas.
- 5.14 There shall be no consumption of any type of alcoholic beverages in and around the pool decking area. Alcohol consumption shall be allowed in the screen room and clubhouse.

6 LANDSCAPING

- 6.1 The Association will pay the cost of tree removals if the Board finds the existing tree is a public hazard or in the common interest of the community. Removal will be to ground level only.
- 6.2 Any plants, shrubs, bushes or trees that an owner, or previous owner, has planted around the perimeter of the unit, or anywhere else on the Common Elements, is the responsibility of the present owner to maintain. If an owner is unable to keep the Common Element areas in a neat and attractive manner they can hire someone to maintain them or remove the plants, shrubs, bushes or trees and put down sod.
- If the Board, or its authorized agent, deems the area is not being kept in a neat and attractive manner and detracts from the overall beauty of our community, it has the power to direct the lawn maintenance service to remove the plants, shrubs, bushes or trees, at the owner's expense. The unit owner will be notified previous to this action.
- 6.3 In accordance with ARB House Rule #8.9, no further Unit Owner ARB's will be issued for any type of planting on Common Elements.

7 ROADWAYS/PARKING

- 7.1 Neither unit owners, tenants, nor their guests shall park automobiles or other vehicles on any grassed area within the condominium property. Parking is permitted on paved streets so long as an owner's driveway is not blocked without their consent, and parking is done on the outside of the cul-de-sac in such a manner that passing room remains for other vehicles, including emergency vehicles. No in-street parking overnight.
- 7.2 Adult supervision is required of children riding wheeled vehicles and must display a 4' pole with a flag.
- 7.3 Speed on all streets within the condominium property is limited to 20 miles per hour. Stop Signs must be adhered to.

8 ARB GUIDELINES

- 8.1 The Architectural Review Board (ARB) establishes and recommends Architectural and Landscape control standards which will maintain the integrity of the community and the harmonious relations between the structures and the environment. The Board may establish uniform procedures, guidelines and rules, which, along with the standards, cover the most frequent requests, are general in nature and may be amended or added to from time to time. Evaluation of the proposed work will be based on the effect it will have upon the privacy, light, air and quiet enjoyment of the immediate neighbors, and on the community as a whole. The Board will consider written requests **only** that are in total compliance with the provisions contained in these guidelines.

Each applicant will be considered on an individual basis and no approval or disapproval shall be considered as establishing a precedent.

- 8.2 An ARB application may be obtained from the Management office before the unit owner begins any proposed work. The completed application shall be returned by the owner to the Management Office at least 5 days prior to a regularly scheduled monthly Board Meeting, along with specific plans. If a major alteration is to take place, plans from a registered architect or a general contractor must be submitted with the application. The drawings or sketches accompanying an application are to indicate the distance between the unit being altered and the surrounding residences. The unit owner may be present at the monthly Board Meeting to clarify any question about the application. If the application is denied, reasons will be stated in a notice of rejection. If the Architectural Review Board fails to reply in writing within sixty (60) days, the application shall be considered to have been approved.
- 8.3 All proposed work to be done to the exterior of a unit and/or its easement above or below ground level must be approved in advance by written communication from the ARB to the owner. Any addition to the exterior, alterations and modifications or change to a residence shall be compatible with the existing structure in material, color and design.
- 8.4 ARB approval does not preclude the necessity to obtain all necessary permits.
- 8.5 The resident must notify the management office of the construction schedule and completion date so inspections can be arranged. The ARB reserves the right to conduct inspections during the course of construction to ascertain that plans and specifications are being adhered to.
- 8.6 Applicant owners will be responsible for any damage incurred to any Community property and insure there has been no deviation from the approved plans. If any work is found not to be in accordance with the approved application, the unit owner(s) shall be notified by the ARB and if not corrected within a reasonable amount of time the ARB may undertake to correct it, and charge the unit owner(s) for all costs and/or may impose fines. Any deviation from accepted plans shall be sufficient cause to have a County Building Official issue an immediate violation and "stop work" notice.
- 8.7 When exterior utility lines (water, sewer, electric, sprinkler, phone or television cables) are covered with concrete slabs for any purpose by the unit owner, said owner shall be responsible for any expense to expose and recover such lines, in the event that access becomes necessary.
- 8.8 If an Independent Contractor is used, Worker's Compensation and General Liability Insurance Certificates naming the Association must be filed with the management company prior to work commencing.
- 8.9 No further ARB's will be issued to unit owners for any plantings on any common elements. No further ARB's will be issued after work is completed.

9 NOISE

- 9.1 Condominium unit owners/tenants shall not use or permit the use of the premises in any manner which would be disturbing to or a nuisance to other owners, or in such a way as to

be injurious to the reputation of the association. This noise ordinance includes common property areas.

10 SIGNS

- 10.1 No signs may be posted on the premises except those approved by the Board for safety and the community welfare.
- 10.2 FOR SALE signs by the owner or their realtor may be posted on the front iron railing of the unit. Townhouses and other homes without a front iron railing may post FOR SALE signs in a front window or their front lanai area. An OPEN HOUSE sign is allowed ONLY on the day of the Open House while the realtor/agent is on site.

11 PETS

- 11.1 Condominium unit owners/tenants having pets must keep the pet on a leash and it shall not be permitted to roam over condominium property, to disturb other residents, or to create a condition of nuisance or discomfort to other residents. Owners/tenants will clean up after their pets.

12 VIOLATIONS

- 12.1 The Board of Directors appoints owners to serve on the Rules Committee to hear a charge and consideration of imposing a fine. No Board Members or spouses will be appointed. First offenses will be fined at the rate of \$25.00 for a single incident or \$25.00 per day until corrected, to a maximum of \$1,000.00; Second time for same offense will be \$50.00 for a single incident or \$50.00 per day until corrected to a maximum of \$1,000.00; Third time for same offense will be \$100.00 for a single incident or \$100.00 per day until corrected to a maximum of \$1,000.00.
- 12.2 An owner should promptly report a violation to the Rules Committee of a violation by an owner, tenant or guest. Provide as much detail as possible such as: name, date, time, place, act done, as well as witnesses, if applicable.
- 12.3 Rules Committee will conduct appropriate investigation and documentation of incident.
- 12.4 Rules Committee will fill out "Report of Violation" and to Management to mail to owner/tenant. A request to correct within 24 hours or up to 5 days, depending on violation, or possible fine upon failure to do so. A copy of this form goes to all Board Members and Management.
- 12.5 Notice of hearing place, date, time and charges will be provided to violator 15 days in advance.
- 12.6 Rules Committee takes evidence and reports to the Board of Directors with its findings and recommendation of fine, if any.

- 12.7 Board of Directors considers reports and makes a final decision. A fine cannot exceed \$100.00 a day or a total of \$1,000.00
- 12.8 Management mails notice of results to owner and copy to violator, if applicable.
- 12.9 Owner has 5 days to pay the fine or late fees and interest can be applied.
- 12.10 If not paid, the Board of Directors can authorize the filing of legal action in small claims court or by attorney to reduce to judgment.
- 12.11 If above is not effective to achieve compliance, law provides three choices:
- A, Voluntary mediation with mediators provided by State (at Association cost) or citizens dispute settlement center (if one exists in Lee County).
 - B. Mandatory non-binding arbitration under provisions provided in Florida Statutes, Section 718.1255, Laws of Florida Condominiums.
 - C. By Board attorney filing a formal legal proceeding in the court.