

**RULES AND REGULATIONS OF
GREENWOOD ESTATES, MCOA**

These Rules and Regulations were approved by the Board of Directors on 07/28/2021

Pursuant to the authority vested in the Board of Directors of Greenwood Estates I, A Condominium, (the "Association"), the following rules and regulations of Greenwood Estates, A Condominium (the "Condominium") have been adopted by the Board of Directors of the Association (the "Board") to govern the use of the Association Property ("Association Property" or "Property") as defined in the Declaration of Condominium Ownership for Greenwood Estates (the "Declaration"). The following rules are in addition to any Use Restrictions stated in the Declaration of Condominium and Bylaws. These rules may be amended from time to time by appropriate action of the Association's Board of Directors. It is imperative that you read these rules. **THERE WILL BE NO WARNINGS ISSUED.**

DEFINITIONS: For the purpose of brevity and clarity, certain words and terms used in this document are defined as follows.

1. **Association:** The Association is Greenwood Estates, I, Inc., a Florida corporation not for profit, and it is the legal entity responsible for the operation of the Condominium.
2. **Board:** Board of Directors of Greenwood Estates.
3. **By-Laws:** The Rules governing the conduct of affairs of the Association, as they exist from time to time.
4. **Caregiver:** Resident of the state of Florida who has agreed to assist with a qualified patient's medical use of marijuana, has a caregiver identification card, and meets the requirements.
5. **Committee:** A group comprised of Members who analyze a specific issue and help make recommendations to help reduce the Board's responsibility.
6. **Committee Member:** A Member of the Community who is appointed to a Committee by the Board to help resolve a specific issue.
7. **Common Area/Common Element/Common Property:** The Common Elements and Limited Common Elements defined further in the Declaration.
8. **Common Expenses:** The expenses incurred in the maintenance, administration, improvement and repair and replacement of the Common Elements as set forth in the Declaration.
9. **Common Surplus:** The excess of all receipts of the Association over the Common Expenses.
10. **Community:** The real property described in the Association's Declaration together with such additional property.
11. **Condominium:** That system of ownership of Condominium Property under which individual Units or Improvements are subject to ownership by one or more owners, and there is appurtenant to each Unit as a part thereof an undivided share in the Common Elements.
12. **Condominium Documents:** The Declaration, By-Laws, Articles of Incorporation of the Association, Maintenance Agreement and all exhibits annexed thereto, as the same may be amended from time to time.
13. **Condominium Parcel:** A Unit together with an undivided share in the Common Elements which is appurtenant to the Unit. Also referred to as a Unit.
14. **Condominium Property:** All of the Condominium Parcel sand Common Elements and Limited Common Elements. Also referred to as "Association Property," or "Property."
15. **Construction:** The building, improving, or fixing of a specific structure.
16. **Contractor:** A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.
17. **Declaration:** The instrument which submits the property to Condominium Ownership as it may be amended from time to time.
18. **Drone:** An unmanned aircraft or ship that can navigate with or without human control or beyond line of sight.
19. **Emotional Support Animals:** These animals are not considered Service Animals under the ADA. These animals provide companionship, relieve loneliness, and help with other mental health issues, and do not have to perform special tasks.
20. **Exterior:** Any portion of the Unit that is visible to other Members and Guests while not inside the actual Unit.
21. **Fine:** The monetary consequence a Member is responsible for after a breach of the Governing Documents and a fair hearing. The money is paid to the Association.
22. **Flag:** A piece of cloth or fabric oblong or square, attachable by one end to a pole or rope and used as the symbol or emblem of a country, institution or as a decoration during public festivities.
23. **Governing Documents:** Refers to the Articles of Incorporation, Declaration, Bylaws, Architectural Guidelines, Rules and Regulations promulgated by the Board of Directors and any other documents which are duly adopted and govern the use of the Properties, Common Elements, Limited Common Elements, all amended and modified from time to time.
24. **Guest:** Residents, occupants, families, visitors, agents, servants, vendors, customers employees, contractors, invitees, licensees or any person that was invited to Association Property by a Member of the Association.
25. **Hoverboard:** A motorized personal vehicle consisting of a platform for the feet mounted on the two wheels and controlled by the way the rider distributes their weight.

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26. **Limited Common Element:** That portion of the Common Elements which are reserved for the use of the Members of a designated Unit or Units to the exclusion of all other Members.
27. **Management:** Maxet Management Group, located at 10279 Front Beach Road Suite 102, Panama City Beach, Florida 32407. Maxet serves at the pleasure of the Board of Directors and Committees to oversee the day-to-day operations of the Association and ensure that the Association is thriving.
28. **Marijuana:** Any part of the plant genus Cannabis whether growing or not; the seeds thereof; the resin extracted from any part of the plant, including hashish and hash oil; any compound, manufacture salt derivative, mixture or preparation of the plant, its seeds or resin.
29. **Master Association:** Greenwood Estates Homeowners Association Inc.
30. **Medical Use:** Means the acquisition, possession, use delivery, transfer or administration of marijuana authorized by a physician certification. Qualifying medical conditions include ONLY the following: cancer, epilepsy, glaucoma, positive status of human immunodeficiency virus (HIV), acquired immune deficiency syndrome, posttraumatic stress disorder, amyotrophic lateral sclerosis, Crohn's disease, Parkinson's disease, multiple sclerosis, medical conditions of the same kind or class or comparable to those enumerated. An individual can consume marijuana medically if they are diagnosed with one of these conditions, have a licensed Caregiver, and a valid Medical Marijuana License.
31. **Member:** Each Unit Owner is a Member of the Association.
32. **Nuisance:** A person, thing, action, or circumstance that causes inconvenience or annoyance at the Board's discretion.
33. **Officer:** A duly elected or appointed officer of the Association.
34. **Owner:** The Owner of a Condominium Unit. All Owners are Members of the Association; also referred to as a Member for the purposes of these Rules and Regulations.
35. **Parking:** Leaving a vehicle in an area for longer than one (1) day without actively using the vehicle.
36. **Parking Garage:** Private, multi-story garage provided for the Members and Guests located next to the Association Property.
37. **Parking Pass:** A physical pass that allows a Member or Guest to park in the Association's designated parking areas, must come from Association.
38. **Pets:** Animals or fowl ordinarily permitted in the dwelling area and kept for company or pleasure and not for profit such as dogs, cats, birds, and similar small animals, but not including a sufficient number of animals to constitute a kennel.
39. **Recreational Use:** Any activity or action using marijuana or other illegal substances that is not for medical consumption. Strictly prohibited on Association Property.
40. **Resident:** A person who lives in the Association for an extended period but is not necessarily an Owner nor Member of the Association. Considered a Guest of the Association.
41. **Reviewer:** The Association, Board of Directors, Management and/or a Committee designated by the Board specialized in a specific topic.
42. **Rules and Regulations:** Any instruments adopted by the Association for the regulation and management of the Condominium, as the same may be amended from time to time.
43. **Service Animal:** As defined by the Americans with Disabilities Act (ADA), Service animals are defined as dogs that are individually trained to work or perform tasks for people with disabilities.
44. **Smoking:** Carrying, burning, or otherwise handling or controlling any lit or smoldering product, including but not limited to cigarettes, cigars, or pipes. Smoking is further defined as the use of any tobacco product, including smoking, chewing and dip tobaccos. All vaping and aerosolized inhalation products, whether they contain tobacco or not, are considered Smoking for the purpose of these rules and may not be used or consumed in all areas where Smoking is not permitted.
45. **Tenant:** A person who occupies land or property rented from a landlord or Management Company.
46. **Tobacco Products/Tobacco Related Products:** Without limitation, as defined by the Food and Drug Administration (FDA), include the following: cigarettes, cigars, little cigars, cigarillos, dissolvable products, electronic cigarettes (vape pen, e-hookah, hookah pen), smokeless tobacco product (chewing tobacco), and water pipes.
47. **Unit:** A Unit as defined in the Condominium Act referring herein to each of the separate and identified delineated in the site plan and floor plans of the Declaration.
48. **Vaping:** The action or practice of inhaling or exhaling vapor that may or may not contain nicotine from a device that allows this occur.
49. **Vehicle:** Includes, without limitation, automobiles, trucks, boats, watercraft of any kind, trailers, motorcycles, campers, vans, all-terrain vehicles, golf carts, and recreational vehicles.
50. **Violation:** A breach of the Governing Documents causing the aesthetic of the Community to be disrupted at the Board's Discretion.

1. ENFORCEMENT

It is the responsibility of all Members that these Rules and Regulations be provided to and observed by their occupants, families, agents, servants, vendors, customers, employees, contractors, invitees and licensees (collectively referred to herein as "Guest" or "Guests"). All violations of these rules and regulations shall be reported immediately to a

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member of the Board, an Association officer and/or the Management Agent. The Board's determination shall be dispositive in the event of any disagreements concerning violations, including without limitation, disagreements regarding the proper interpretation and effect of these rules. In the event that any person, firm, or entity subject to these rules and regulations, fails to abide by them, as they are interpreted by the Board, such person, firm, or entity shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed One Hundred and no/100 Dollars (\$100.00) or the maximum amount permitted under Chapter 718, Florida Statutes (the "Condominium Act") for each violation, provided however, a fine may be levied on the basis of each day of a continuing violation, for a total amount not to exceed One Thousand and no/100 Dollars (\$1,000.00). **The Member is responsible for all fines incurred including fines of the Member's Guests** and shall be collected by the Association and shall become a part of the Common Surplus of the Condominium, all as more fully set forth in the By-Laws. If the Board deems it necessary, it may bring action at law or in equity in the name of the Association to enforce these rules and regulations, including any provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing these rules and regulations, whether before or at trial, on appeal, in bankruptcy or in post-judgment collection.

2. USE OF THE COMMON ELEMENTS

The Common Elements and Limited Common Elements designated for use by all Residential Units shall be used in common by Members and Guests in accordance with the purpose for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Neither a Member nor a Guest may use any Common Element or Limited Common Element in any manner that unreasonably interferes with the rights of other Members in and to the Common Elements or Limited Common Elements. Without limiting the generality of the foregoing, no Member shall cause or permit its Guests to cause waste to any Common Element. The Members' rights to use the Common Elements are subordinate and subject to all the rights and powers of the Association with respect to the Common Elements, including, without limitation, the Association's right and power to adopt rules regulating the use of the Common Elements. Use of the Common Elements is further restricted to only Members and. The Association reserves the right to monitor and record all activities and access to the Common Elements including recording video and audio of all individuals accessing the Common Elements. The Association Staff, Management Staff and Security personnel are authorized to wear body cameras that record video and audio. All recordings are the possession of the association and will only be made available to Members and/or the public upon the approval of the majority of the Board of Directors and with the consent of general counsel for the Association. Only personnel approved by the Board of Directors will have access to the recordings of the surveillance system.

3. DAMAGE TO COMMON ELEMENTS

Members shall reimburse the Association for all expenses relating to any damage to the Common Elements or Limited Common Elements caused by moving to or removing from their Unit household furnishings or other objects or caused by any other deliveries to or from Units by their Guests, or any damage to the Common Elements or Limited Common Elements caused by the acts or omissions of the Members or their Guests. Such expenses shall be charged to the Unit Owner by Special Assessment as provided in the Declaration.

The Member is responsible for the actual cost to repair damage to the common elements caused by the Member or their Guests.

4. NOISE, HAZARDOUS ACTIVITIES AND UNSIGHTLINESS

- (a) No person shall conduct any activity on the Property that creates a Nuisance.
- (b) No person shall conduct any activity on the Property that is or might be hazardous to any person or property.
- (c) No unsightliness shall be permitted at the Property.
- (d) No littering of Common Elements, Limited Common Elements or Association Property is allowed including cigarette butts and gum.

5. OBSTRUCTIONS

There shall be no obstruction or cluttering of the Association Property, including, without limitation, sidewalks, driveways, parking spaces, lawns, entrances, stairways, decks, balconies or vestibules, or other Common Elements or Limited Common Elements. Breezeways shall be kept clear of personal and beach items for the safety of other Members and Guests.

6. DESTRUCTION OF PROPERTY

There shall be no marking, marring, damaging, destroying, or defacing of any part of the Association Property. **Members shall be held responsible and shall bear any expense for such damage caused by the Member and their Guests.**

7. BALCONIES, WINDOWS, TERRACES, AND DOORS

Nothing shall be dropped, thrown, swept, or otherwise expelled from any window, door, balcony, or terrace. The Association hereby reserves the right to trespass or evict any Guest that causes any item or object to be dropped, thrown, swept, or otherwise expelled from any window, door, balcony, or terrace. Only approved patio furniture, plants (with water catch basins) and grills are permitted on porches and balconies, as determined by Management and the Board. Nothing is permitted to be draped over balcony railings (including swimwear and towels) or pool fence. All loose or movable objects shall be removed from balconies upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind or when asked to do so by the Association or Management. Balconies, windows, terraces, and doors shall not be altered from the condition in which originally constructed, including without limitation alteration by painting, screening, or installation of reflective materials, unless pursuant to the Declaration, Articles of Incorporation and Bylaws of the Association. No door-to-door solicitations shall be allowed. No "For Sale", "For Rent" or "For Lease" signs shall be displayed on the exterior of Residential Units or in the windows.

A violation of this rule will include a daily fine with each instance being a new violation and immediate eviction/trespass in the case of an item or object dropped, thrown, swept, or otherwise expelled from any window, door, balcony, or terrace. The Association will participate and assist law enforcement with the criminal prosecution of any individual willfully breaching this rule.

8. EXTERIOR STORAGE

No Member shall store any materials or items on or in any Common Element or Limited Common Element unless expressly designated for such purpose. Members and Guests shall not allow bicycles, baby carriages or similar vehicles or toys and other personal articles to remain unattended, except in approved designated areas. Only existing storage boxes (approved by the Association prior to installation) are permitted outside of Units. Bicycles must be stored within the appropriate Unit. No bikes are to be parked or stored on patios, balconies, parking garage or hallways. Bicycles, scooters, skateboards, roller skates, Hoverboards or similar devices are not permitted to be ridden in hallways, courtyards, the lobby, pool deck or in any other Common Element or Limited Common Element. Bicycles, rollerblades and skates are permitted to be used in the parking area only. No skateboards, paintball guns or push scooters are permitted on Property.

9. GENERAL RULES

- A. **Air Conditioning:** If a Unit will be vacant for longer than forty-eight (48) hours, the air conditioning must be on during such time to maintain proper humidity levels during such absence, for the purpose of preventing the occurrence of mold or other toxic substances which could occur if moisture enters the Unit at such times. The Member shall arrange to have someone visit and inspect any unoccupied Unit at least once every two weeks, to determine whether any leaks or damage have occurred if it is still vacant.
- B. **Antennas:** No radio or television antenna or any wiring for any purposes shall be installed on the exterior of a building without the written consent of the Association.

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- C. **Association Involvement:** In the event any Member fails to meet the responsibilities described throughout these Rules and Regulations and in the Governing Documents, the Association may complete such work on the Member's account and at the Member's sole expense.
- D. **Boat Storage:** The boat storage area is for the exclusive use of Members and their Guests. Only boats authorized by the Association may use the area. Only boats and boat trailers are permitted in the Boat Storage area.
- E. **Clothesline/Railings:** Any clothesline or other clothes-drying facility outside a Unit or visible from outside a Unit is prohibited. Railings are not to be used for hanging towels, bathing suits, clothes, or other items.
- F. **Contractors & Construction:** Construction done to any portion of a Unit must occur between the hours of 8:00 am and 5:00 pm on business days, and 10:00 am and 5:00 pm on weekends. Construction may not occur on federally recognized holidays. All contractors and vendors working on the Property must register with the Association's office and Management prior to entering the facility. The registration must include: Name of the Company/Proprietor, Business Address, Office phone number, Member or foremen's cell number and email address, and Certificate of Workers Compensation defining the Association as the certificate holder. All plumbing, electrical and mechanical work requires proof of General Liability Insurance naming the Association as additionally insured with limits not less than 1 million per occurrence and 2 million in aggregate. All Constructions and Improvements shall be done by a licensed Contractor, electrician or plumber. All work with a value in excess of \$1,500 including materials and labor requires proof of General Liability Insurance naming the Association as additionally insured with limits not less than 1 million per occurrence and 2 million in aggregate. No waste produced by construction or contractor work is to be placed in drains, trash chutes or Association's dumpsters. All construction waste must be transported off of the Property. Absolutely no hazardous materials shall be allowed anywhere on Association Property. All waste, including but not limited to flooring and loose materials, must be properly bagged in construction garbage bags before it is moved out of a Unit. All cardboard must be cut up and folded flatly. No work shall be performed in any of the Common Elements or Limited Common Elements without the Association's Management's written permission in advance. Members are responsible for relaying these rule and regulations to their Contractors and Vendors. Members will be responsible for any damages caused by their Contractors or Vendors.
- G. **Document Conflict:** In the event these Rules and Regulations conflict with the provisions of the Condominium By-Laws or Declaration, the latter shall control.
- H. **Disturbance:** As a result of police response to an individual or Unit constitutes a breach of the quiet and enjoyment of other Units and is a violation of these rules.
- I. **Drones:** Absolutely no drones are to be used or flown throughout Association Property by any means. Management is permitted to use drones for professional purposes and will advise the Board before the use.
- J. **Emotional Support Animals:** Emotional Support Animals are permitted throughout all areas of the Association that are not limited by law. The owner of the Emotional Support Animal must provide Management, the Board, and the Association with the animal's Emotional Support Certification annually, and when requested. The Emotional Support Animal must always be leashed, harnessed, or tethered when in the Common Elements or Limited Common Elements. The owner is fully responsible for the actions of his/her Emotional Support Animal and must keep the animal in control at all times. **Emotional Support Animals ARE NOT pets. Emotional Support Animal are permitted on Areas of Association Property that are no limited by law. Emotional Support Animals are not permitted in the Pool Area.** Emotional Support Animals are further limited under the Association's Reasonable Accommodation Policy.
- K. **Fire Alarms:** All fire protection devices and controls are not to be covered, altered, painted, discounted, disabled, removed, or modified in any way. This includes all fire protection devices installed in the Common Elements, Limited Common Elements and the Association Owned fire protection devices in the Residential and Commercial Units (notification devices, sprinklers, etc.). Fire extinguishers initially provided by the Association must be maintained by all Members. Any tampering with the system and equipment may cause an alarm that automatically notifies the Fire Department and/or damage to the Common Elements/Limited Common Elements and adjacent Units. All fees and costs associated with the nuisance alarm including actual and consequential damages, repairs, labor and materials are the Member's responsibility.
- L. **Flags:** With the exception of the United States flag, which can be respectfully displayed at any time, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veteran's Day, the respectful display of portable, removable official flags not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard are permitted. These flags can be displayed using a bracket or other approved device mounted to a dwelling. Free standing flag poles are prohibited.
- M. **Garbage:** Garbage shall be placed in secured garbage bags and deposited in the appropriate dumpsters provided. No rubbish, refuse or garbage shall be allowed to accumulate on patios, balconies, or hallways. No household trash is permitted to be deposited in any receptacle other than the trash chute, garbage cans or dumpsters. No items, including cigars and cigarettes are to be thrown at any time from balconies or windows. Any garbage produced by Construction or Improvements is to be disposed of off of Association Property. **No furniture, appliances, televisions, mattress or scrap wood is to be put in the Community dumpsters.** To minimize any odors, please double bag items that could be a Nuisance to other Members and Guests.
- N. **Grills:** Grills are permitted. Only one grill is permitted per Unit. Do NOT leave grills unattended while they are in use.
- O. **Guest Policy:** All Guests must abide by the Rules and Regulations of the Association the entire time they are on Association Property. Consequences from not abiding by these Regulations will be levied on the Member responsible.

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- P. **Holiday Decorations:** Exterior Holiday decorations may be displayed. The decorations must not disturb other Members or Guests. Door wreaths and other decorations can be secured with a door hanger. No holes are to be made in doors for the purpose of hanging a wreath or other item. Holiday decorations must be promptly removed as soon as such Holiday passes.
- Q. **Hoverboards:** Absolutely no hoverboards shall be used in Common Elements, or Limited Common Elements. Hoverboards can be used within private property.
- R. **Internal Modifications:** No Member shall permit any structural modification or alterations to be made within such Unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors determines, in its sole discretion that such structural modifications or alterations would affect or in any manner damage the Condominium in part or in its entirety.
- S. **Maintenance:** Each Member shall be required to maintain their Unit in a clean and proper manner which would prevent the development of mold, mildew, or other similar toxic growth. In the event that mold, or mildew or other health-impairing microbial growths occur in the Unit, the Member shall take immediate action to remove such growth and sterilize the Unit and the Member shall also immediately notify the Association. Members are required to inspect all appliances, and all related hoses and connections, to ensure that these are all in proper working order and to prevent any leaks or incidents which may cause damage to the Association Property. In the event the Member fails to maintain such Unit, the Association, Developer and other Members shall have the right to seek compliance with the foregoing provisions, any provisions stated in the Governing Documents and any and all remedies available by law.
- T. **Marijuana:** The use, inhalation, burning, selling, distributing, or ingesting of marijuana anywhere within the Association is strictly prohibited unless the Member has a valid Florida Issued, Medical Marijuana License. The Association will not tolerate these actions and consequences will be applied immediately. If the Member legally obtains a Medical Marijuana License, he/she must inform the Association, Board and Management. He/She must provide his/her license to the Association, Board and Management and the contact information of his/her Caregiver and his/her identification card. Annually, the Member must provide the Association, Board and Management with an updated Medical Marijuana License, his/her Caregiver's updated contact information and identification card. Any use of Medical Marijuana shall be done privately, within the walls of his/her condominium. Absolutely no one, including but not limited to, Members, Guests, , and Staff, shall witness the use of medical marijuana, nor notice the odor. If asked to provide his/her Medical Marijuana License by a Board Member, Management or the Association, the Member must do so. Absolutely no Medical Marijuana shall be consumed outside of the Member's Unit, including the balcony of a Unit. Absolutely no Guests with valid, Florida issued, Medical Marijuana Licenses are allowed to use, consume, ingest, distribute, or burn marijuana on any part of Association Property. Only Members who have provided Management and the Association with an updated Medical Marijuana License and their Caregiver's information are allowed to consume Medical Marijuana in the privacy of their Unit.
- U. **Parking Spaces:** Each Unit has one parking space for its exclusive use. Other unmarked parking spaces are available for Guests for Units not to exceed three Guests per Unit. Anyone parking in an assigned place other than their own will have their vehicle towed immediately, at the vehicle owner's expense. **NO PARKING ON GRASS IS ALLOWED.**
- V. **Patios/Balconies:** Patios and/or balconies shall be kept clean and uncluttered as determined by Management. Items such as storage closets or containers, coolers, floats, bikes, toys, and other objects are not permitted. Balconies and Patios should be used only for the purposes they are intended and shall not be used for hanging garments or other objects or for cleaning of rugs and other household items. Nothing shall be hung or draped on any other Common Element or Limited Common Element.
- W. **Pier:** The boat dock and pier are for the exclusive use of the Members and their Guests. All boats in slips must be authorized by the Board or their appointed authority. A fee set forth by the Association must be paid in advance before the use of any slip. Anyone tampering or boarding someone else's boat without permission may be prosecuted for trespassing and will result in a fine. Children under the age of twelve (12) must be accompanied by an adult (18 years or older) when on or near the boat dock. Walkways at the pier **MUST** be clear when not in active use.
- X. **Quiet Enjoyment:** Nothing shall be done or maintained in any Unit which emits foul or obnoxious odors outside of the Unit or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort or serenity of the other Members or Guests of other Units. No noxious, illegal, immoral, unlawful, or offensive activity shall be carried on upon any portion of the Community which, in the Board's reasonable determination, tends to cause embarrassment or discomfort, annoyance or Nuisance to others. No fireworks are permitted on the Common Areas or Elements or the Boat Dock.
- Y. **Quiet Time:** Quiet time is between the hours of 10:00 p.m. and 7:00 a.m. The playing of stereos, radios, televisions, musical instruments, and the like must not exceed a reasonable volume as to create a Nuisance to other Units at any time. No Member(s) or Guest(s) shall not create disturbing noises, nor do or permit anything to be done that will interfere with the rights, comforts or convenience of other Members and Guests. All work on construction, improvements and alterations are not permitted during quiet time.
- Z. **Recreational Facilities:** Use of the recreational facilities and Common Elements will be in such a manner as to respect the rights of other Members and Guests. Use of a particular recreational facility will be controlled by regulations to be issued from time to time.
- AA. **Rentals:** Lease periods may not be less than one year unless otherwise designated by the Board. Each Unit is restricted to residential or rental use by only the Member thereof and Guests. Pavilion may be reserved through Management for special occasions. Reservations must be made with Management at least two weeks in advanced. There is a \$25.00 fee for reservations.

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- BB. Roofs:** Absolutely no one except authorized personnel is permitted to enter the Roof of the Condominium at any time.
- CC. Service Animals:** Service Animals are permitted throughout all areas of the Association. Service Animals, as defined by the Americans with Disabilities Act (ADA), are dogs that are individually trained to do work or perform tasks for a person with a disability. Service Animals must be leashed, harnessed, or tethered at all times, unless the disability prevents this action from occurring. If this is the case, the animal must be controlled via voice, signals, or other actions. The Service Animal must always be under the control of its owner. The Association, Management and Board Members are permitted to ask what services and tasks the animal performs and if the animal is required because of a disability. The owner is fully responsible for the actions of his/her Service Animal. **Service Animals ARE NOT pets.**
- DD. Sewage:** Only toilet or facial tissues are to be put into the commodes. Only these items are soluble in the system. Diapers, sanitary napkins, and tampons should never be flushed. Failure to follow this procedure can cause the system to breakdown and result in expensive repairs. Grease must be placed in containers to be disposed of in the garbage and must not be put in sinks, disposals or commodes.
- EE. Signs:** Signs, plaques, posters etc. are not allowed to be attached to any portion of the exterior or placed in windows or glass portion of doors of any Unit. A Member may identify his/her Unit with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association.
- FF. Soliciting:** Absolutely no soliciting is permitted anywhere on Association Property. Should you witness any soliciting or attempted soliciting, please contact Association Security and Management.
- GG. Supervision:** All children under the age of twelve (12) should be accompanied by an adult of eighteen years (18) of age when walking throughout Association Property.
- HH. Water Heaters:** If a Unit will be vacant for longer than (48) hours, the Member shall turn off the water supply to its Unit, including the water supply to the refrigerator and turn off the electric power to the hot water heater to prevent any damage to the Unit or neighboring Units.
- II. Wildlife:** Capturing, killing, or trapping wildlife is prohibited within the Association, except in circumstances imposing an imminent threat to the safety of Persons or pets.
- JJ. Yard Sales:** Yard sales, tag sales, garage sales and other similar activities are prohibited except as authorized by the Board of Directors.

If it is necessary for the Association to make repairs to a Unit, Common Element or Limited Common Element that is the responsibility of the Member, the Member will be notified prior to commencing the work and will be billed for the cost incurred.

10. UNIT ACCESS

The Association shall have access to each Unit in the Condominium at all times. Member's must provide the Association with a working, physical key to their Unit. This key will be used only by the Association and Management for maintenance, emergencies, security or safety purposes and pest control. If the Association uses this key, they will notify the Member. The Association has the irrevocable right of access to each Unit, when necessary for maintenance, repair or replacement of any Common Element or any portion of a Unit to be maintained by the Association pursuant to the Governing Documents, or as necessary to prevent damage to the Common Elements, or to a Unit or Units. No Member shall change existing access devices or codes or install additional locks unless the Association is given access thereto. The Association may forcibly enter any Unit and replace the lock in the event the Association cannot access a Unit as a result of a lock being changed and no key was provided by the Member. The Member will be charged for all costs incurred for the Association to gain access and replace a lock.

11. COMPLIANCE WITH LAWS

Nothing shall be done or kept at the Property in violation of any law, ordinance, Rule, Regulation or other requirement of any governmental or quasi-governmental authority.

12. CONDUCT

Any person physically/verbally abusing any employee, Officer, or Committee Member of the Association, while performing their duties will be fined. If the offense happens in a Common Element, or Limited Common Element you will asked to leave the

Common Element or Limited Common Element. Failure to leave the area can result in the police being called to the property and a disorderly conduct charge being issued.

13. VEHICLES & PARKING

- A. Parking areas are for use by Members and Guests for personal vehicles or other vehicles which they are using for transportation. Other unmarked parking spaces are for Guests for Units so as not to exceed three Guests per Unit. Maximum of three cars per Unit. -Failure to park in your designated parking spot **will result in the vehicle being towed without warning.**
- B. Boats, personal watercraft, golf carts, scooters and related vehicles are not permitted on the Property at any time. Trailers of any sort are not permitted and may not be stored or parked, permanently, or temporarily, or left standing on any portion of the Common Elements or Limited Common Elements. Exception for trailers being used for moving large items, contact Association office or Management for permission to temporarily park while moving furnishings and appliances. **Failure to register, contact Association office or Management or follow parking guidelines will result in towing of vehicle/trailer without warning at the vehicle owner's expense.**
- C. In the event that a vehicle with an expired license tag shall remain on any portion of the Common Elements or Limited Common Elements for more than twenty-four (24) hours, the Association shall have the right, without further notice to the owner of such vehicle, to have it removed at such owner's expense. Any vehicles that are inoperable, on blocks, un-insured, unregistered and which are not driven for more than one week **will be towed at the vehicle owner's expense.**
- D. The parking area is not permitted to be utilized for repair or work being done on personal vehicles. The changing and disposing of motor oil or other vehicular fluids on the Common Elements or Limited Common Elements is strictly prohibited.
- E. Vehicles with larger dimensions than the parking spaces allow are not permitted to park temporarily or permanently on the Common Elements or Limited Common Elements. Approval from the Association office or Management is needed before such vehicles are allowed on the property and then only for a specified length of time. **Vehicles not complying with these rules will be towed without warning.**
- F. The speed limit on Association Property is 5 mph. Speeding in any area of the property, Common Elements or Limited Common Elements is prohibited. This includes entries, and all roads. **A fine will be levied for all speeding violations.**
- G. There shall be no parking temporarily or permanently in the "No Parking" areas. **Vehicles will be towed at the vehicle owner's expense.** Vehicles are permitted to park in their designated, assigned parking spots.

14. PET POLICY

Effective on 07/28/2021; the following Rules and Regulations regarding Pets and other animals will apply to ALL Members and Guests.

- A. No animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of the Association, except that a reasonable number of usual and common household pets, as determined in the Board's discretion may be kept on a Property.
- B. ONLY Members/Owners are permitted to have pets on Association Property. Guests ARE NOT permitted to have pets on Association Property. This includes pets visiting the Property. **Two dogs are allowed per Unit.** Cats shall be limited to one per Unit. All cats are restricted to the interior of Units and are prohibited from roaming free in the Common Elements of Association Property. Cats or Dogs found roaming freely throughout Association Property will be picked up by the Humane Society and a fine will be levied on the Member's account.
- C. Members are permitted to have pets in compliance with the Governing Documents. Members must register their pet with the Association and provide a photograph of the pet to Management (this includes all current and new pets).
- D. Pets shall not be permitted upon the Common Elements of the Property unless accompanied and under the control of the Member or another responsible adult. When in Common Elements and Limited Common Elements, all pets must be on a short lead or caged.
- E. Any Member who keeps or maintain his pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Member, Guests, and the Managing Agent free and harmless from any loss, claim or liability of any kind of character whatever arising by any reason of keeping or maintaining such pet within the property.
- F. Because of health regulations, pets and Emotional Service Animals are strictly forbidden in or around the pool area.
- G. Pets must only be walked in pet walk areas around the outer perimeter of the Property. Pet exercising or defecating in the Common Elements, Limited Common Elements, patios or balconies will result in a fine.
- H. Pet owners are responsible for the immediate removal and proper disposal of animal wastes from pet walk areas as well as on all other portions of the Property. Do not dispose of pet waste in the lagoon.
- I. Pet owners are responsible for any property damage, injury, or disturbances their pet may cause or inflict. Pets shall not be left unattended outside a Unit, including Limited Common Elements, Common Elements, balconies and patios.

Exhibit - "A"

- J. Any owner or person having charge, care, custody or control of an animal or animals shall take action to prevent the animal(s) from causing a Nuisance. Any animal that does the following shall be deemed to be causing a nuisance:
- a. Causes damage to the property of anyone other than its owner;
 - b. Causes unreasonable fouling of the air by odors;
 - c. Causes unsanitary conditions in enclosures or surroundings;
 - d. Defecates on any Common Element, Limited Common Element, Lot, building, walkway, hallway, lobby or street etc., unless the person having control of such animal shall immediately remove any such defecation;
 - e. Making disturbing noises in an excessive, continuous, or untimely fashion,
 - f. Attacks on other domestic animals.

15. POOL AREA

The Pool Area is defined as the fenced area surrounding the pool.

THERE IS NO LIFEGUARD ON DUTY.

- A. All persons using the pool facilities do so at their own risk. The Association will not be responsible for any loss of personal property. The pool does not maintain facilities for checking valuables.
- B. The Association reserves the right to limit the times and days for which the pools will be available. The pool hours are from 7:00 am until 8:30 pm. These hours are subject to change. Use of the pool outside of these hours will result in a fine and suspension of swimming pool access. Management may, in Management's sole discretion, close the pool at any time if judged necessary.

C. Use of the pool is restricted to Members and Guests.

- D. A Member or Guest eighteen (18) years of age or older must be present and responsible for Guest or resident children under the age of twelve (12). Parents or guardians who accompany children must remain with the children during the time the children are in the pool area, and are responsible for the children's safety and actions, and for any damage which may occur.
- E. Children in diapers are permitted in the pool provided diapers are swimming diapers. Diapers may not be disposed of at the pool site. They must be taken with the Member or Guest when leaving the pool.
- F. Posted rules are to be observed at all times. Members and Guests must abide by these rules.
- G. No diving.
- H. If there is a lifeguard on duty, he or she has the authority to use his/her own discretion to maintain pool safety and etiquette.
- I. Proper swimming attire is required at all times. No cutoffs are permitted in the pools. Bathing suit tops and bottoms must be tied at all times.
- J. During inclement weather, such as lightening or thunder, or other conditions hazardous to swimmers, everyone is required to leave the pool area. Management may close the pool under such circumstances. Pool gates will be locked during pool closures and people will be required to leave the pool area.
- K. Screaming, boisterous conduct, unnecessary splashing and throwing a ball or other objects in the pool or pool area are not permitted. Soft ball such as beach and nerf balls are allowed. No running, pushing, wrestling, jumping or rough play are permitted in or about the pool. No climbing or wading in the fountains.

Exhibit - "A"

- L. Life preservers, when worn for safety, are permitted in the pool. Other floatation devices are allowed, as long as it is not disturbing the enjoyment of the pool for other visitors.
- M. Food and Drink are permitted on the deck area only and may not be within five (5) feet of the water or in the water. Cleanup and disposal of any food or drink is required.
- N. No glass containers are permitted in the Pool Area.
- O. Persons suspected of being under the influence of drugs or alcohol may be prohibited from entering the pool area. Any person intoxicated will be asked to leave.
- P. All Members and Guests are required to dispose of trash in the receptacles. Members and Guests are responsible for all personal items. All personal items must be picked up prior to leaving the Pool area.
- Q. Smoking, tobacco use and/or vaping are prohibited in the Pool Area except in designated areas. The designated areas are defined as the pavilion.
- R. Radios and music players may be used in the Pool Area only with individual headphones.
- S. Persons with infections or contagious health conditions must not use the pool. Swimmers with skin lesions, inflamed eyes or discharge from the nose or ears, open blister or cuts will not be permitted to enter the water.
- T. Animals, with the exception of seeing eye and Service Dogs are not permitted in the Pool Area.
- U. Pool furniture must remain within the Pool Area. Additional furniture may be brought to be used at the pool but must be taken out of the Pool Area before closing each night.
- V. Replacement or repair costs for any damaged pool property will be charged to the person responsible and the Member Parents are responsible for any damage caused by their children, and Members are responsible for any damage caused by their Guests.
- W. All injuries must be reported to the Association office immediately.
- X. All persons must shower before entering the pool.

THE ASSOCIATION AND ITS AGENTS ASSUME NO RESPONSIBILITY FOR ANY ACCIDENTS OR INJURIES IN CONNECTION WITH THE USE OF THE POOL. PERSONS USING THE POOL RELEASE AND INDEMNIFY THE ASSOCIATION AND ITS MEMBERS AND AGENTS FROM ANY CLAIMS IN CONNECTION WITH ANY LOSS OF LIFE OR PERSONAL INJURY OR DAMAGE TO OR LOSS OF PERSONAL PROPERTY.

16. COMPLIANCE WITH INSURANCE

Except as may be approved in writing by the Association, nothing shall be done or kept at the Property or any Unit that may result in the cancellation of any insurance maintained by the Association or may result in any increase in the rates of any such insurance. Activities incident to or necessary for the conduct of commercial operations shall not violate the terms of this Section even if such activities result in an increase in rates of insurance. Any such increase in the rates of insurance shall be charged to the Owners of the Non-Residential Units whose uses create such increase in Special Assessments.

17. FINES

For any and all Fine information, please reference the Fine Schedule.

18. RULE CHANGES

The Board reserves the right to change or revoke existing Rules and Regulations and to make such additional Rules and Regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order for the Association Property and to assure the comfort and convenience of Members and Guests.