



# Tradewinds Rules and Regulations

1. **Use of Units** - Children are permitted to be Occupants of Units. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as:
  - a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit;
  - b) the business activity does not involve visitation of the Unit by employees, clients, customers, patients, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Unit without business activity;
  - c) the business activity is legal and conforms to all zoning requirements for the Condominium;
  - d) the business activity does not increase traffic in the Condominium in excess of what would normally be expected for Units in the Condominium without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services which deliverers shall be allowed only between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday);
  - e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
  - f) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and
  - g) the business activity does not result in a materially greater use of Common Element facilities or Association services.

The terms "business" and "trade," as used herein shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. The Board of Directors shall have the sole discretion to determine what, if anything, is reasonable about a particular business activity.



2. **Number of Occupants** - The maximum number of occupants in a Unit shall be limited to two (2) people per bedroom in the Unit, (as such bedrooms are depicted on the original Survey and Floor Plans filed in the Orange County, Florida records). "Occupancy," for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto, without the express written consent of the Board as determined in the Board's discretion.

As used herein, "Family" or words of similar import shall be deemed to include a spouse, children, parent, brother, sister, grandchildren or other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "Guest" or words of similar import shall include only those persons who have a principal residence other than the unit. In the event an Occupant is absent from the Unit and a Guest (or Guests) of the Occupant occupies the Unit for a month or more in the Occupant's absence, the Occupant shall notify the Association and provide the guest's name, phone number and other contact information as the Association may request. Unless otherwise determined by the Board of Directors, a person(s) occupying a Unit for more than a month without the Unit Owner or member of his family being present shall not be deemed as guest but, rather shall be deemed as lessee for the purposes of these Rules and Regulations (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of these Rules and Regulations which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of these Rules and Regulations and the Board of Directors shall enforce, and the Unit Owners comply with, the same with due regard for such purpose.

3. **Leasing of Units** - Unit Owners should review Paragraph 24(b) of the Declaration for complete leasing requirements and responsibilities. "Leasing" is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute "leasing" hereunder. Leasing of Units shall be governed by the following provisions:

- a) **Notice** - At least three (3) business days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease.
- b) **Lease Requirements** - Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and on a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases for Units must be for an initial term of not less than six (6) months, but not to exceed one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the



lease and the name of the lessee and all other people occupying the Unit. All tenants must be registered at the front office and fill out any additional required paperwork from the Association or the Metrowest Master Association. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations.

- c) **Short-term Rentals** - Rentals less than six (6) months, including short-term leases, vacation rentals, “AirBnB” type rentals, etc. are prohibited.
  
- d) **Compliance with All Rules & Regulations** - Lessees shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, notice of the violation shall be given to the Owner and the lessee, and a fine may be charged against the Unit in accordance with the Bylaws and the Declaration.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of the lessee, 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. The Owner hereby delegates and assigns to the Association, after the Board gives notice to the Unit Owner, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violations, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof.

- e) **Unpaid Assessments** - The Condominium Association shall also have the right to collect all rental payments due to the Owner and to apply same against any unpaid Assessments for the Unit. This Rule shall also apply to sublease, assignments and renewals of leases, and to any "roommate lease" by a Unit Owner to a tenant who will occupy the Unit contemporaneously with the Unit Owner. In the event a Unit Owner fails to secure a written lease rental agreement, the Association shall have the right to request the lessee/ sub-lessee/tenant to execute an acknowledgement to use and occupy the Unit in conformance with the Condominium Documents and the Rules and Regulations.
4. **Outbuildings** - No Structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant, on any portion of the Condominium Property, at any time, either temporarily or permanently, without the prior written approval of the Board.



5. **Use of Common Elements Including Amenities** - There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without prior written consent of the Board, except as specifically provided herein. With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner may reserve portions of the Common Elements for use for a period of time as set by the Board; provided that the Board may charge a reasonable fee for such reserved use of the Common Elements. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of himself or herself and his or her guest, Occupants and family, all risks associated with the use of the Common elements and all liability for any damage or injury as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. There shall be no use of the roof of the Condominium Buildings by the Owners, their family members, guest, tenants, invitees, agents or contractors; provided that the Association and its agents and contractors shall have access to the roof for performing its maintenance and repair responsibility; and further provided that the Association has the right to lease, sell or assign space on the roofs of the Condominium Buildings to any person for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of telecommunications equipment; provided that any such use of the roof area telecommunication equipment comply with all state and/or local zoning, building and other applicable laws and codes. The Association shall collect and retain any and all income received from any agreements to sell, lease, or assign the spaces described in this subparagraph. There shall be no gardening or landscaping on the Common elements by Owners or Occupants without the prior written consent of the Board. Loitering in Common Elements other than designated areas (such as pools and the clubhouse) is prohibited. Loitering is defined as remaining in a location without a given purpose for a protracted period of time.
6. **Use of Limited Common Elements, Patios & Storage Spaces** - Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.
- a) **Patios** - Objects over forty-two (42) inches in height, grills, laundry garments, towels and objects other than potted plants and patio furniture, except as may be authorized by the Board, shall not be placed on a patio. No curtains or blinds are permitted to be hung on patios. Objects shall not be permitted to hang over or be attached to any exterior patio wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of the patio wall. Penetration of the surfaces of the patio wall or floor is prohibited. Enclosure of a patio is also prohibited. No additional support structures such as center beams may be added when screening in a patio.



- b) **Storage Spaces** - Storage spaces shall be used solely for the purpose of storing any personal property belonging to the Owner or Occupant of the Unit to which such storage space is assigned as a Limited Common Element. No Owner or Occupant shall store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space that would cause danger or nuisance to the storage space or the Condominium. The storage space shall not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code, or health code. If hazardous substances are stored, used, generated or disposed of on or in the storage space or if the storage space becomes contaminated in any manner for which the Owner or Occupant thereof is legally liable, the Owner or Occupant shall indemnify and hold harmless Developer, Association and Board of Directors from any and all claims, attorneys' fees, consultant and expert fees, arising as a result of that contamination by Owner or Occupant.

7. **Use of Swimming Pools, Whirlpools, and Other Fitness facilities** - Residents must carry their Amenity Pass when using any recreational facility. Non-residents must be accompanied by a current Resident when using such recreational facilities. The pools and whirlpools are not guarded. Authorized users of the swimming pools, whirlpools, and other fitness facilities do so at their own risk and are requested to obey the posted rules. Children under eighteen (18) years of age using any swimming pools, whirlpools, or other available recreational facilities must be accompanied and supervised by a responsible adult. Swimming in the pools and whirlpools is permitted only during the posted hours of operation. Persons using all recreational facilities must be appropriately attired. The following are the basic rules for persons using the swimming pools and whirlpools:

- a) Shower thoroughly each and every time before entering
- b) Pneumatic floats or other items of similar nature, except for floatation devices approved by the Board, are not permitted in the pools and whirlpools.
- c) Pets are forbidden in the general pool area.
- d) Running and/or ball playing or throwing objects is not permitted in the general pool area.
- e) Beverages may be consumed within the pool areas, but absolutely no glass, glass bottles or other glass containers shall be allowed within the pool area. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.
- f) If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.
- g) No children in diapers will be allowed in pools or whirlpools.
- h) Unit Owners and authorized users shall observe additional rules and regulation which are posted at each available recreational facility.

8. **Vehicles and Parking** - Occupants of each Unit shall be permitted to park only in designated, lined parking spaces or other areas authorized by the Board on a "first come, first serve" basis. If required by the Board, each such vehicle must display the proper, unexpired parking permit issued by the Board and must be a permitted vehicle pursuant to the requirements set forth below.



The number of vehicles allowed for a one bedroom unit will be two vehicles; for a two bedroom unit, four vehicles shall be allowed. Residents must register all vehicles with the management office of the Association. If a resident seeks more vehicles than is noted in these rules, they may submit a request for a variance to the Association. The Association then may assign additional permits, and it is within the discretion of the Association as to whether there will be a fee for such assignment.

**Permitted Vehicles** - For the purposes of this and all other sections of these rules and regulations, the words, “permitted vehicle(s)” shall only include privately owned automobiles, passenger-type vans, SUV-type vehicles and pick-up trucks with a maximum gross weight not to exceed 3/4 ton, motorcycles, and motor scooters.

**Commercial Vehicles** - Residents driving vehicles that are deemed commercial (trucks, vans, commercial vehicles, and vehicles with commercial writings on their exteriors, etc.) and/or any trailers must register with the management office and purchase a commercial parking tag that is valid to the life of the lease. All commercial vehicles with a valid commercial parking pass must park in the designated commercial parking areas only. Resident-owned non-commercial vehicles may not park in the areas reserved for commercial vehicles.

Commercial vehicles temporarily parked on Property to provide commercial services (deliveries, pickups, maintenance etc.) shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements and after normal business hours in case of an emergency; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained.

**Prohibited Vehicles** - Some vehicles are prohibited on the Condominium property, including but not limited to the following: disabled and stored vehicles, recreational vehicles (RV’s and motor homes), ATVs, trailers, panel trucks, buses, boats, jet-skis, wave runners and other watercraft, trucks with a load capacity of one (1) ton or more, and vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a “car” or “passenger vehicle” classification by the Florida Department of Highway Safety and Motor Vehicles). For purposes hereof, a vehicle shall be considered “disabled” if it does not have a current license plate or is obviously inoperable. A vehicle shall be considered “stored” if it remains on the Condominium Property without being driven for fourteen (14) consecutive days or longer without prior consent from the Board or Property Manager.

The Board may exercise its authority to prohibit any vehicle which it determines is a nuisance due to its noise level, including, but not limited to loud motorcycles and vehicles with defective or altered exhaust systems. Excessively loud music from a vehicle’s stereo system may result in a violation or fine for each occurrence. No vehicle that is leaking its fluids may be parked on the Property. The Board shall also have the authority to prohibit vehicles which are unclean or unsightly, including but





not limited to those vehicles with cracked or broken glass or headlights, excessive materials or trash in a pickup truck, rust or peeling paint, or mismatched body colors.

**Violations** - If any vehicle is parked on any portion of the Condominium Property in violation of this Section or in violation of the Association's other rules and regulations, the Board or agent of the Association (including the security officer or Property Management) may place a notice on the vehicle specifying the nature of the violation and giving the owner twenty-four (24) hours to either remove the vehicle from the Property or to correct the violation. Failure to respond may result in the vehicle being towed or booted. If twenty-four (24) hours after such notice is placed on the vehicle, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted without further notice to the Owner or user of the vehicle.

Violations which may result in towing without prior notification include, but are not limited to, the following: parking in a disabled parking space without displaying a valid disabled parking placard or disabled parking license plate, parking in a fire lane, blocking a properly-parked vehicle or parking space, parking in a hazardous location, obstructing the flow of traffic, parking in "No Parking" zones, parking on any grassy areas, or on sidewalks.

Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow. Towing or booting will be at the sole expense of the vehicle owner. The Association shall not be liable to the owner for vehicle trespass, conversion, damage, or otherwise, nor shall it be guilty of any criminal act by reason of such towing, and once a warning notice is posted on an offending vehicle, neither its removal nor failure of the Owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting aforesaid warning notice stating the date and time it was posted shall be conclusive evidence of proper posting.

**Other Restrictions** - To park a vehicle on the premises, all resident drivers must have a valid driver's license and applicable insurance on the vehicle. These must be presented upon request to the Board's authorized representatives, including the Property Manager or security officers. No vehicle is to be hauled onto, repaired, or restored on the Property. Engine "racing" is prohibited. Parking two motorcycles or motor scooters in a single space is acceptable. Driving on or through any portion of the Property other than the designated roads and parking areas is prohibited.

9. **Prohibition of Damage, Nuisance and Noise** - Nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute rule ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.



The dwelling Units in the condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.

Furthermore, destructive or offensive activity shall not be carried on within the condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board or Directors a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the reasonable opinion of the Association's Board of Directors or its designee, would jeopardize the soundness or safety of the Condominium or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, proper written consent of all members of the Association and their mortgagees.

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or destruction caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

10. **Firearms and Fireworks** - The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types regardless of size.
11. **Animals/Pets** - No Owner or Occupant may keep any animals on any portion of the Condominium except as expressly permitted in this subparagraph. An owner or occupant may keep no more than a total of two (2) dogs and/or cats (weighing no more than 50lbs each) per Unit and a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion,





weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils and small birds).

No Owner or Occupant may keep, breed or maintain any animal for any commercial purpose, and no structure for the care, housing, or confinement of any animal shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written approval of the Board. No animals are allowed on the following Common Elements: the Clubhouse, gym, and pool areas. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements; provided, however, pets need not be leashed within patios when attended by a person; provided further that such pets shall not create a nuisance to other Unit Owners. Pets shall not be left unattended on patios. Feces left by pets upon the Common Elements or in any dog walk area must be immediately removed by the owner of the pet or the person responsible for the pet.

No potbellied pigs, snakes, pit bulldogs, Rottweilers, Doberman pinchers, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet that, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. Owners shall be required to have insurance in place that covers any property damages or personal injury damages caused or that are as a result of the pet. A copy of the insurance policy shall be provided to the Association and kept on file.

12. **Signs** - No signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium Property without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six inches (6") by six inches (6") in size may be displayed from within a Unit, and one (1) portable, removable United States flag may be displayed in a respectful way and in accordance with Section 718.113(4) of the Act, as it may be amended from time to time, and one (1) portable, removable, official flags not larger than four and one-half feet (4-1/2') by six feet (6') in size that represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard, may be displayed in a respectful way on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day.



13. **Rubbish, Trash, and Garbage** - All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in proper trash receptacles or in accordance with procedures established by the Board for trash removal service. Rubbish, trash, and garbage shall be disposed of in sealed bags and either placed in the trash Compactor(s), other locations specified by the Board, or removed from the Condominium Property.
14. **Unsightly or Unkempt Conditions** - The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium Property. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit or on any patios.
15. **Unit Maintenance** - Each Owner shall have the obligation to maintain (or designate a responsible firm or individual to maintain) and keep in good repair all portions of his or her Unit, interiors of any Limited Common Element storage spaces, and all improvements made by the Owner to the Limited Common Elements assigned to the Unit. This maintenance responsibility shall include, but not be limited to the exterior appearance of the Unit and Limited Common Elements, all portions of the heating and air conditioning system, all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, keeping the interior of Owner's unit free from insects and pests, keeping the Unit free from mold and mildew, and preparing the unit for tropical storms and hurricanes (in the manner described in #16). Please see Paragraph 15(a) of the Declaration for further detailed maintenance responsibilities. All maintenance, repair and/or replacements for which the Owner is responsible and obligated to perform which if not performed, would affect other Units or Common Elements, shall be performed promptly as the need arises.

In addition, each Unit Owner shall have the responsibility to keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit, to perform his or her responsibility in such a manner so as not to unreasonably disturb other persons in other Units, to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible, and to pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Unit Owner but which responsibility such owner fails or refuses to discharge, or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, tenants, or guests.

16. **Hurricane Preparations** - Each Unit Owner or Occupant who is absent from such Owner's Unit during hurricane season, shall prepare his/her Unit prior to departure by:
  - a) Removing all furniture and plants and any other item not permanently affixed from the patios and other Limited Common Elements; and
  - b) Designating a responsible firm or individual to care for the Unit during his/her absence (including the removal of furniture and plants and other items not affixed to patios) in



the event of a hurricane or severe storm, and in the event that the Unit suffers hurricane or storm damage. Each Unit Owner or Occupant shall furnish the Board, or manager, if any, with the name of such firm or individual.

Hurricane shutters must be white accordion style shutters. Please consult with the management office for further information. Shutters shall only be closed during a hurricane warning or severe storm warning and during hurricanes or severe storms; such shutters may remain closed until the hurricane or severe storm warnings are discontinued. Shutters must be open at all other times.

17. **Mitigation of Dampness and Mold** - No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall coverings or low-permanence paints. Additionally, any and all built-in casework, furniture and or shelving in a Unit must be installed over the floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at not greater than seventy-eight degrees (78°) Fahrenheit, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Association makes no representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warrant and claim for loss or damages resulting from the existence and/or development of same.
18. **Heating of Units in Colder Months** - In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claim, the thermostats within the Units shall be maintained with the heat in an “on” position and at a minimum temperature setting of fifty-five (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees ( 32°) Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair.
19. **Alterations** - The Board of Directors or a Board-appointed Architectural Review Committee (ARC) will review and determine whether to approve or deny, among other things, construction, alterations and exterior changes to Units. No Owner, Occupant, or any other person may install any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, affect the appearance from the exterior, alteration, or construction (including any painting and landscaping), nor erect, hang, affix to, attach to, place or post any object, sign, clothesline, speaker, playground equipment, light, fountain, flag (except as approved in accordance with the Act), or thing on the exterior walls, doors, or roof of the Building, in any windows (except window treatments as provided herein), on any Limited Common Elements, or on any other Common



Elements, nor make any changes that may affect the structural, electrical, plumbing or mechanical systems of the Building without first obtaining the written approval of the ARC (or the Board when no ARC is appointed.) No spas, hot tubs, whirlpools or similar improvements shall be permitted on any patio.

**Seasonal Decorations** - Reasonable seasonal decorations will be permitted only on Limited Common Elements, during the following seasons:

- a) Halloween- October 15th to November 1st
- b) Thanksgiving/ Fall- November 1st- November 30th
- c) Christmas, Hanukah and other celebrations – Day after Thanksgiving- January 10th

**Replacing Carpet with Tile or Hardwood Floors** - No Owner, Occupant, or any other person may replace carpeting with a tile, marble, vinyl, hardwood floor or other hard surfaced flooring material, on the interior of a Unit which is located above another Unit without first obtaining written approval of the ARC or Board. Among other factors, consideration whether the change will cause noise to any Unit below which will exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or sub flooring. See Paragraph 16 of the Declaration for further requirements.

**Enforcement** - The Association shall have the sole discretion, which may be based on aesthetic principles only, to determine compliance with this provision. Any construction, alteration, or other work done in violation of this provision shall be deemed to be nonconforming. Upon written request from the Board or the ARC, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property at a mutually agreed upon time, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof shall be billed to the Owner, and may include reasonable administrative fees and shall bear interest at the highest rate permitted by law from the date expended until paid in full.

20. **Window Treatments** - Window treatments are not required; however, if window treatments are used, the color of all window treatments (including curtains, drapes, and other window coverings, including their linings) visible from outside the Unit must be white or off-white. Bed sheets and/or bedspreads shall not be used as window treatments. No screen doors, reflective film tinting, or window coverings shall be installed on any windows or glass doors unless approved by the Board in accordance with the Declaration. No aluminum foil may be placed in any window or glass door of a Unit and no reflective substance may be placed on any glass in a unit, except for any substance previously approved by the Board of Directors for energy conservation or hurricane protection purposes. No unsightly materials may be placed on any window or glass door or shall be visible through such windows. Any screen door must be of a uniform type approved by the Board. In addition,



no window or wall-mounted air conditioning units may be installed outside of any Unit. A request in writing to the Board must be submitted for tinting of any windows.

21. **Antennas and Satellite Dishes** - Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium Property, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Unit Owners:
  - a) No transmission antenna, radio station, or shortwave operations of any kind, may be erected, without written approval of the Board of Directors.
  - b) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be allowed anywhere on the Condominium property including the Units and the Limited Common Elements.
  - c) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.
22. **Garage Sales** - Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board.
23. **Use of Employees** - Employees of the Association or Management Company are not to be engaged by Unit Owners or Occupants during such employees' normal working hours for personal errands which are not within the scope of the applicable employees' duties. The Board of Directors, through the management company engaged by the association, if any, shall be solely responsible for directing and supervising the Association's employees.
24. **Complaints** - Complaints regarding the service of the Condominium shall be made in writing to the Management Company, as long as the management contract with the Management Company remains in effect, and thereafter, to the Board of Directors of the Association.
25. **Association Access to Units** - The Association has the irrevocable right to have access to any portion of each Unit and the Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the Common Elements or Association Property, or any portion of a Unit required to be maintained by the Association in accordance with the Declaration or the Act, or at any time and by force, if necessary, for making emergency repairs necessary to prevent damage to Building, the Common Elements, or to the Unit or any other Unit or Units.

Each Unit Owner agrees to provide the Association with a key or lock passcode to the Unit and the security alarm code, if any, to be used by the Association for maintenance, emergency, security, or





safety purposes as provided in the Declaration. No Owner shall change the locks, lock passcodes or alarm code to their unit without notifying the Association or Management Office and supplying a duplicate key or the new lock passcode. Neither the Association, nor any agent of the Association, including, but not limited to the Management Firm, if any, shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Unit Owner shall indemnify and hold harmless the Association and its officers and directors against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding) brought by the Unit Owner or the Unit Owner's family, tenants, guests, employees, invitees, or licensees against the Association, its officers or directors arising out of or relating to its holding or use of such key or passcodes for the purposes described above.

26. **Abandoned Personal Property** - Personal property, other than vehicles as provided for in Rule 8 shall not be kept or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Element, other than on a Limited Common Element, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity that will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder

27. **Grilling** - The use and storage of outdoor grills, including electric grills, on any portion of the Condominium Property, including without limitation, patios is prohibited; provided, however, Owners and Occupants are permitted to use grills located on the Common Elements that are provided by the Association, if any.
28. **Attics** - The attics are Common Elements and no Person shall have the right to enter or access the attics without the written approval of the Board. The Association, and its designated agents, shall have the right to enter and access the attics to perform its maintenance obligations under this Declaration.





29. **Solicitation** - There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the Board of Directors of the Association.
30. **Moving/Hauling** - An Owner or Occupant shall only be permitted to move or transport furniture, construction materials, and other over-sized items in or out of the Condominium between the hours of 8am-8pm, unless approved by the Board in writing.
31. **Life-Safety Systems** - Owners and Occupants shall not tamper with or disengage any portion of the life-safety systems that serve the Condominium including, without limitation, all fire control devices (such as smoke detectors and call boxes), regardless of whether such items are located within the boundaries of a Unit.
32. **Owners of Multiple Units** - Payment of monthly assessments by Owners of multiple units must be paid separately per unit. Lump payments for more than one unit will not be accepted.