

LEXINGTON LAKES CONDOMINIUM ASSOCIATION

INTRODUCTION TO THE RULES AND REGULATIONS

Revised February 2018

The definitions contained in the Declaration of Condominium of Lexington Lakes, a Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations. All references to Home Owner in these rules shall also include tenants.

I. RESIDENCE:

1. Homes shall be used for single-family residences only. No subleasing of all or any part of the unit is permitted. No individual rooms may be rented and no transient tenants may be accommodated. "Rent sharing" is prohibited. Any person, 18 years of age or older, who is not related to a resident by blood or marriage shall be conclusively deemed to be a tenant or co-tenant if such person stays in or occupies a Unit for more than thirty (30) days.
2. Occupancy of a unit pursuant to a lease agreement shall be restricted to no more than five (5) occupants regardless of their age.
3. No trade, business or commercial activity shall be conducted.
4. No unit shall be leased for less than four (4) months or more than two times during any twelve month consecutive period of time.
5. "For Rent" signs may not be placed in windows or on property.
6. No unit may be leased during the first twelve months after an owner acquires title to a unit he/she purchased per Section 16.20 paragraph 1.A to our Declaration.

II. LEASING REQUIREMENTS:

1. All leases must be in strict compliance to the requirements of Section 16.20 paragraphs 1, 2 & 3 to our Declaration. Home Owners shall notify the Property Manager when the unit is to be rented and or vacated. All new tenants must undergo a background and credit check, and be approved by the Association.
2. An appointment must be made with the Property Manager for an interview with the Tenant who must be approved by the Association ***before*** the tenant moves into the unit. Any Owner moving a tenant in before approval (including persons that will be the owners roommate), is subject to an automatic disapproval. If a Tenant moves someone in before approval, that tenant granting the other person to move in will be subject of

automatic eviction. Approval & disapproval of Tenants by the Association will be made in strict compliance to Section 16.20 paragraph 5 to our Declaration. Tenants shall supply the Property Manager with the following information:

- a. Names and ages of **all** persons occupying the unit.
 - b. Vehicle(s) year, make, model, and license plate number. No more than two (2) vehicles as allowed in the documents (3 where applicable).
 - c. Name, address and phone number of emergency contact.
 - d. Copy of lease agreement with terms of the lease.
 - e. Signed acknowledgement by tenant that they received a copy of the Rules and Regulations.
 - f. Copy of Driver's license(s).
 - g. Copy of each resident's car registration.
3. All new Tenants must comply with our application process that includes credit and background checks as well as a personal interview. The Association is authorized to charge a non-refundable lease application fee in the amount established by the Board of Directors that shall not exceed \$125.00 as well as a security deposit of \$200.00 per unit, per Section 16.20 paragraph 4 to our Declaration.
4. Grounds for disapproval of a tenant or other permanent occupant is provided by Section 16.20 paragraph 6 to our Declaration as follows:

Approval/Disapproval: The Association, through its Board of Directors, shall have the power to approve or disapprove a proposed Tenant(s) or any other adult person(s) who may permanently occupy a unit. Upon receipt of a fully completed lease agreement, lease application fee, and written authorization to submit to a criminal background check and credit history, the Association shall either approve or disapprove the lease in writing within fourteen (14) days. If the Association fails to act on a proposed lease within fourteen (14) days, the application shall be deemed approved. Any purported lease of a unit not approved by the Association in accordance with this section shall be deemed null and void and shall have no legal effect whatsoever and any unapproved occupants and/or Tenants shall be subject to eviction in accordance with Chapter 83, Florida Statutes, The Owner of the unit so leased shall be deemed to have appointed the Association as the Owner's agent for purposes of evicting or otherwise removing the unapproved Tenant(s) and other adult occupants from the unit under the process set forth in Fla. Stat., Chapter 83. This remedy is in addition to any other remedies the Association may have under the Declaration or Florida law.

Grounds for Disapproval: for purposes of Section 16.20, good cause for disapproval of a Tenant(s) or other permanent occupant shall include, but not be limited to, the following:

- A. An Owner and or Tenant's failure to comply with all condition required by this Section 16.20
- B. The proposed Tenant(s) or other adult occupant has been convicted during the previous ten (10) years of any of the following criminal offenses:

- i. Any felony offense involving violence, including without limitation, murder, attempted murder, manslaughter, felonious assault and or battery.
 - ii. Any offense involving possession or use of a gun or other lethal weapon.
 - iii. Any sex offense as defined by Florida Statutes or the tenant(s) or adult occupant(s) is a registered sexual offender or sexual predator in any state.
 - iv. Robbery, burglary, arson, vandalism or other serious offense against property.
 - v. Any felony drug offense.
 - vi. Any domestic violence offense, whether a misdemeanor or a felony, including stalking.
 - vii. Any other felony conviction within the past ten (10) years which in the reasonable judgment of the Board, renders the proposed Tenant(s) or other adult occupant unfit to reside in the Lexington Lakes Condominium community.
- C. The Tenant(s) or other adult occupant under the lease having a history of non-compliance with rules and or restrictions in other communities or developments that have been rented to the tenant(s) or resided in by the occupancy of, during the previous five (5) years.
- D. The Tenant(s) or other adult occupant has a FICO credit score less than 700.
- E. The Tenant(s) or proposed other adult occupant has been evicted and or otherwise removed from a rental property during the previous three (3) years.
- F. With-holding material information including but not limited to information about any service animal or emotional support animal.

5. Legal action and eviction powers available to the Association is defined by Section 16.20 paragraphs 7& 8 to our Declaration which reads as follows:

Legal Action: Every lease of a unit shall be deemed to provide, whether or not it is so stated in the lease that if a tenant, co-tenant or family member, guest or invitee of a Tenant or co-tenant fails to comply with the covenants and restrictions as set forth in the Declaration or any rules and regulations adopted by the Board of Directors or who becomes a nuisance and or commits any criminal offense on Association property, the Owner appoints the Association as agent in fact for the Owner and authorizes the Association to institute a legal action to evict such person under the same legal process as would apply if the Association was the Owner of the unit.

Any Tenant that knowingly damages Association property, such as our gates, shall be grounds for the immediate eviction of the Tenant responsible if that Tenant does not come forward to accept ownership for the act.

Should the Association be forced to evict a Tenant the Owner shall bear all the costs associated with the eviction and damages incurred by said Tenant.

III. VEHICLE RESTRICTIONS:

1. **Prohibited Vehicles Include:** Pickup trucks, motorcycles, panel vans, vehicles with lettering or large decals including magnetic signs and covers used for covering business signs. Also prohibited; any vehicle that has been modified for off road activities such as but not limited to Jeeps that have been factory modified. Any vehicle that exceeds 17 feet in length (including trailer hitches), cannot fit in the garage and weight exceeds 5000lbs is prohibited. Tire width cannot exceed 10.5 inches.
2. Commercial vehicles are prohibited from being openly parked or stored in residential areas. A commercial vehicle is defined as a vehicle designed, used or maintained primarily for the transportation of goods, supplies or other materials including canoes, kayaks & Jet ski's or for the purposes of business, recreation, commerce or trade.
3. No vehicle or other possessions belonging to a Home Owner or to a member of the family or guest, invitee or lessee of a Home Owner shall be positioned in such manner as to impede or prevent ready access to another Home Owners parking space.
4. Vehicles exceeding the prohibited guidelines may be towed at the owner's expense. The property owner may be charged up to \$1,000.00 for maintenance and repair of the paver driveway if the vehicle damages the property.
5. **Visitor's vehicle restrictions:** Vehicles or 4x4's modified for off road activities are prohibited. Visitor vehicles exceeding resident vehicle restrictions (except vendor vehicles) must park at the clubhouse. Vendor vehicles cannot park on the grass or block driveway access to other units.

IV. BARCODE DECALS:

Lexington Lakes utilizes a bar code system to access the Community. Owners & Residents in good standing may be eligible to receive up to 2 bar code decals for qualified vehicles. Contact the Property Manager to arrange for the decal to be applied to your vehicles outside right rear window. Bar codes must be registered to the resident's vehicle or a bar code will not be issued. Bar codes will not be issued without a vehicle to apply it to. Bar codes cannot be transferred another vehicle.

V. PARKING:

1. Each unit owner shall park in accordance with #5, #6, #16.11 and #16.12 of the Declaration of the condominium which specifically identifies each unit Owner shall have 2 parking spaces provided- the garage and the driveway (3 where applicable). Residents may not park in the street or in parking designated for guests.

2. Residents may not park vehicles at the Clubhouse parking lot or any other common area. Parking in other resident's driveways or that of abandoned or vacant units or units in foreclosure is strictly prohibited. **Written permission from the Owner is required to use any other unit owner's driveway and must be on file with the Property Manager.**
3. The Clubhouse parking lot is reserved for guest parking and for residents using the facilities at the clubhouse.
4. There shall be no parking on any street in Lexington Lakes except for designated guest parking, if any.
5. Vehicles may not park in any manner that will block the sidewalk, the entrance to another unit, across the grass or common element. Vehicles must travel and park with the direction of traffic flow.
6. Vehicles parked in violation of any rule may be towed at Owner's expense.
7. Guest Parking and Gates: Guest parking is to be used for occasional visitors. If a guest is a regular, they must park in the resident's driveway or garage. Guest parking at the Hampshire and Wilshire circles have restricted hours of 8:30am until 10:30pm. Guests may park for extended periods or overnight at the clubhouse parking lot, provided a guest pass is displayed on the driver's side dash at all times. Any vehicle that does not have a guest pass will be warned and upon second offense may be towed. Residents must inform their family, guests, invitees and lessee's of the parking regulations, speed limit in the community and gate entry procedures including no tailgating other vehicles into the community. For exceptions to guest parking, such accommodations for special events or parties, please contact the Property Manager.
8. No boats, boat trailer, recreational vehicles, house trailers, open bed trailers or motor homes, shall be placed, parked or stored within Lexington Lakes. No maintenance or repair shall be done upon or to any such vehicles. Vehicles must be kept in good condition & operable including a current registration and tag. The Association shall have the right to authorize the towing of any vehicle in violation of the foregoing with the costs to be borne by the Home Owner.

VI.- HOME OWNER SECTION:

1. The walkways, entrances, driveways, patios, terraces, porches, courts, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the buildings and the other portions of Lexington Lakes. Front entries and patios shall be kept

neat and tidy and shall not be used for storage of toys, boxes or other similar items. Storage containers are prohibited.

2. The exterior of the Homes and all other areas appurtenant to a home, including the common grounds around the unit shall not be painted, decorated or modified by any Home Owner in any manner without the prior written consent of the Architectural Review Committee ("ARC", as defined in the Declaration), which consent may be withheld on purely aesthetic grounds within the sole discretion of the ARC.
3. Window treatments visible from the outside of the unit shall be white, off white or natural in color and must be some type of blinds or drapery. Window coverings must be kept in good condition and repaired or replaced when defects are affecting the aesthetics of the exterior views. No product other than "window coverings" shall be used to cover windows such as but not limited to sheets, foil, or plastic bags.
4. A Home Owner shall not install any screen doors, roll-up, storm shutters, awnings, hardware or the like without the prior written approval of the Board as to design and color, and in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any such items which have been previously installed at the time Board approval is requested. Board approval, however, does not and shall not be construed to constitute approval or conformance with the county or city building codes. It shall be the responsibility of each Home Owner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.
5. No article, including but not limited to cloth, clothing, rugs or mops shall be hung or shaken from the doors, windows, balconies or hedges of the homes or placed upon the outside window sills of the homes without the prior consent of the Board. No bicycles shall be permitted on the balconies.
6. Garages and garage doors must be kept closed when not in use for vehicles access. Under no circumstances are the garages to be used as an additional room for purposes such as toy storage, play room or extra living space.
7. Children shall not play in the streets or any other area where cars frequently travel in the community. The use of motorized skate boards, razor type scooters, or other similar motorized vehicles or objects is prohibited on the common grounds including the sidewalks and streets. The use of pellet guns, b-b guns or other such weapons is prohibited.
8. Seasonal decorations are allowed but placement is limited to the unit's front entry and patio. Stickers are not allowed in the windows. Absolutely no decorations or lights are allowed on the common area bushes or in an area that would prevent Association vendors from performing their

service. All decorations must be cleared within 1 week after the Holiday. Possession of or igniting fireworks is prohibited in the community.

9. No personal articles shall be allowed to stand on any portion of the Common Elements, which includes lawn ornaments, potted plants and decorations.
10. Effective December 31, 2010, **Satellite dishes are not permitted.** Any dish installed before this date will be grandfathered, and must be removed if the unit is sold or re-rented. Flags may be displayed, but only in accordance with Section 718.113(4) of the Act. As amended by Chapter 2003-23 Laws of Florida.
11. The Home Owner's , their family members, guests, invitees and lessees shall obey the parking regulations posted in the parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Home Owners.
12. **When moving:** Moving containers and or Pods are prohibited. Pickup trucks, storage pods and open bed trailers are prohibited when moving in or out. Moving trucks may not be parked overnight.
13. Except in an emergency, a Home Owner shall not cause or permit the blowing of any horn from any vehicle of his family members, guests, invitees or lessees. If neighbors complain about the noise level of a particular vehicle, said vehicle shall be removed from the community until it is properly repaired.
14. No Home Owner shall make or permit any noises that will disturb or annoy the occupants of any of the homes or do or permit anything to be done which will interfere with the rights, comfort or convenience of other residents. Consumption of all alcoholic beverages in all common areas is prohibited. No residents' actions shall place another resident in harm's way. Visitors whose actions cause property damage or bodily injury abuse or disrespect of any person in the community, including Management personnel or other residents may result in that visitor being barred from the community.

Such unconscionable actions will be fined by the Association without warning. Each Home Owner shall keep such Home in a good state of preservation and cleanliness, and shall not sweep, throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance.

15. Hurricane or other protective devices visible from outside a home shall be of a type approved by the ARC. Panel, accordion and roll-up style hurricane shutters, if approved, may not be left closed

during hurricane season. Any such approved hurricane shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane or named storm and must be removed or opened within ten (10) days after the end of a hurricane watch or warning or as the Board may determine.

Each Home Owner who plans to be absent from his home during the hurricane season must prepare his home prior to his departure by:

- a. Removing all furniture, potted plants and other movable objects from his porch or patio, (including grills).
 - b. Designating a responsible firm or individual to care for his or her home while away. Owners will notify and supply management, contact information of the responsible firm or individual responsible for their unit.
16. All garbage, recycle material and refuse from the homes shall be wrapped in tied plastic bags and shall be deposited with care in garbage containers or recycle containers intended for such purpose only at such times and in such manner as the Association will direct. All garbage containers must be stored in the garage. All disposals shall be made in accordance with the instructions given to the Home Owner by the Association. No large items of furniture, including mattresses or appliances shall be put in, on or around the dumpsters. Residents must make arrangements for bulk pickups.
17. No Home Owner shall request or cause any employee or agent of the Association to do any private business of the Home Owner, except upon prior written approval from the Association.
18. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any home at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by pre-arrangement with the Home Owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case, access is deemed permitted regardless of the hour, without prior notice to Home Owner. Any resident found to interfere with vendors doing their job may be held accountable to pay the vendor fee for the service they were hired to perform that day.
19. No Home Owner shall store or permit to be brought into the home, any flammable oils or fluids, such as gasoline, chlorine, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life limb or property.

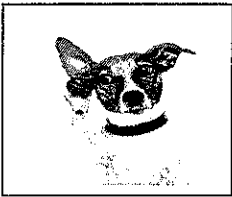
20. No Home Owner shall be allowed to put a mail receptacle, name or street address on any portion of his home, except in such place and in the manner approved by the Association for such purpose, which approval shall be based on aesthetic grounds within the sole discretion of the Board. The Association may retain a passkey to each home. If a home owner alters any lock or installs a new lock on any door leading into his home, said Home Owner shall provide the Association with a replacement passkey for the use of the Association and the Property Manager.
21. Any damage to the Condominium Property or equipment of the Association caused by any Home Owner, family member, guest, invitee or lessee shall be repaired or replaced at sole expense of such home owner. Each Home Owner shall be responsible for the actions of his family members, guests, invitees and lessees.
22. Food and beverage (including alcohol) may not be prepared or consumed, except in the home or in such other areas as may, from time to time, be designated by the Association. Grilling or barbecuing shall be permitted in accordance with County Code 1:10. 11.7 Charcoal, wood burning grills, hibachi, fire pits, smokers and other similar devices used for cooking, heating, or any other purpose, shall not be used or kindled on any balcony, under any overhanging portion or within 10 feet of any structure. Grills must be kept clean and stored with a cover to prevent unwanted rodent activity.
23. Complaints regarding the management of the Condominium Property or regarding actions of other Home Owner shall be made in writing to the Association.
24. **Realtor listings and open houses:** a Home Owner shall show no sign, advertisement or notice of any type on the Common Elements, or in or upon his home so as to be visible from the Common Elements, or any public way.
- a. Owners must register their Realtors with the Management office to receive showing instructions for the community.
 - b. Any Realtors that do not respect the community rules will be banned from the community.
 - c. Open houses are to be held on Saturday only during the hours of 12:00pm and 4:00pm. Any members of the public wishing to visit the open house must be registered in advance with the guard house on an

individual basis. Anyone showing up unannounced will be turned away at the gate.

25. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Home Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Element.
26. A Home Owner shall not install any floor covering in the home other than carpeting (such as wood, tile or laminate) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area, or other than in a home which does not have another home below it without the prior written approval of the ARC committee and the Association. The Association may require that soundproofing insulation be placed under such alternate floor covering before installation. If a Home Owner installs alternate floor covering without the prior written consent of the Association or without the insulations required by the Association, then the Association shall have the right to request said owner to remove the alternate floor covering. Under no home circumstances shall a Home Owner be permitted to install carpet on his or her balcony.
27. No recreational activity is permitted on our lakes; violators will be subject to fines.

VII. PETS:

TENANTS ARE NOT PERMITTED TO HAVE PETS.



Tenants are not permitted to have pets per Section 16.0 paragraph 2.F. to our Declaration. Visitors/guests are not permitted to bring pets into our community.

All pets must be registered and proof provided to the office showing current license and vaccination records, this includes all owners and tenants.

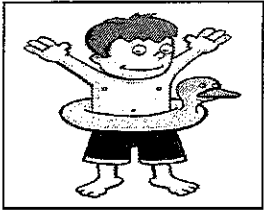
1. A Home Owner is permitted to keep up to two (2) domestic pets in his or her home; however, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pt Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog

displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to other standards established by the American Kennel Club or United Kennel Club for any of the above breeds.

2. No exotic pet or any animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property at any time.
3. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Pets may not be kept, bred or maintained for any commercial purpose. Any tenant must present documentation/Certifications before bringing the animal onsite.
4. Any pet must be temporarily caged, carried or kept on a leash when outside of a home. No pet shall be kept tied outside a home or on any covered patio/covered balcony or courtyard, unless someone is present in the adjacent home.
5. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Home Owner shall immediately remove any solid animal waste deposited by his pet.
6. The Home Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or resulting out of having any animal within the condominium Property. If a dog or any other animal becomes obnoxious to other residents by barking or otherwise, the Home Owner thereof the Home Owner must cause the problem to be corrected; or, if it is not corrected, the Home Owner, upon written notice by the Association, will be required to permanently remove the animal from the Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.
7. Many community residents have complained about Muscovy ducks. They are a nuisance; they multiply and create large dirty areas. Do not feed Muscovy ducks because this encourages their stay on our property. Violators are subject to a \$100.00 fine.

VIII. POOL, CLUBHOUSE & GYM RULES:

ALL PERSONS USING THE POOL AND OTHER RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK. RESIDENTS MUST ACCOMPANY THEIR GUEST WHEN USING THE POOL, GYM AND CLUBHOUSE.



- a. The swimming pool hours are dawn to dusk.
- b. No children under the age of sixteen (16) shall use the pool or gym unless accompanied by a person twenty-one (21) years of age or older.
- c. Horse-play, diving, screaming (including small babies), yelling or other noises that will disturb other residents at the pool is prohibited. Violators may have their privilege to use the pool, Clubhouse and/or Gym suspended.
- d. Glass bottles or glass containers shall not be permitted in the pool area.
- e. Consumption of alcoholic beverages is prohibited.
- f. Food on the pool deck is prohibited.
- g. Smoking in and around the Clubhouse and Pool areas is prohibited.
- h. The pool and deck are to be left in clean condition for the mutual benefit of all residents and guests. Residents must clean up after themselves.
- i. Chairs, tables and lounges in the pool area may not be removed from the pool area and may not be placed at each end of the pool to allow a clear path around the pool.
- j. Any guest who has applied oil or lotion such as sunblock or tanning oil is required to place a towel between his or her person and the chairs, lounges and any other pool equipment.
- k. Wet bathing suits are not allowed in the clubhouse or gym or on upholstered furniture.
- l. When reserving the Clubhouse: the pool is not available for your function. Decorations may be used inside the Clubhouse only. No alcoholic beverages are permitted.

IX. THE PROCEDURE FOR ENFORCING OUR RULES AND REGULATIONS IS AS FOLLOWS:

Any resident who has already received warning letters for violating our rules shall be fined without warning when he/she violates three or more of the same or different rules.

- A. Before levying a fine against a Home Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

(1). Afford the Home Owner against whom the fine is sought to be levied, an opportunity for a hearing before a committee of other Home Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said Notice shall include:

- (a). A statement of the date, time and place of the hearing;
- (b). a statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and
- (c). A short and Plain statement of the matters asserted by the Association.

(2). Provide an opportunity to the Home Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association if the Committee does not agree with the fine, the fine may not be levied. The Committee may submit an alternate option and or fine to the Board for consideration. The Board will either impose said alternate option or not.

- a. First offense (1st Notice) – when the Association becomes aware of noncompliance of a rule or regulation by a Home Owner, family member, guest, invitee or lessee, it shall send a Courtesy notice via e-mail or regular mail to the Home Owner advising him of the rule which he has been accused of violating and a warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.
- b. Second offense (2nd Notice) – if a second report that a violation has been repeated or has been continued beyond the time specified within the Courtesy notice, a fine & hearing notice will be sent via certified letter.
- c. Fine Notice (3rd Notice) - after the Violation Hearing, the Owner will be notified of the results.
- d. Repeat Offenses – for repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a minimum fine of \$100.00 fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a

hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303 (3) of the Act.

- e. No tenant by his/her actions/activities shall place another resident in harm's way. Such situations shall be met by the Association with immediate action (including eviction) without warning to protect the victims(s).
- f. Exemptions – any home owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or their special circumstances.

Procedure for Delinquent Maintenance Fees

A Home Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessments in an amount not to exceed the maximum amount permitted by the Act. Home Owners shall be responsible to pay all court costs and legal fees incurred in connections with the Act. Home Owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent assessment that the payment is late. Any payment received by the Association shall be applied first to any costs and reasonable attorney's fees incurred in collection, then to any interest accrued by the Association, then to any administrative late fee, and then to the delinquent assessment.

X. Miscellaneous:

1. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.
2. The Home Owners should refer to the Occupancy and Use Restrictions contained in Article 16 of the Declaration that are binding upon all Home Owners.

3. These Rules and Regulations may be modified, added to or repealed at any time by the Association.
4. **With regard to meetings of the Board of Directors of the Association** and meetings of the Members of the Association (collectively referred to herein as "Meetings"), the following rules shall apply:
 - a. The Right of Home Owners to Speak at Meetings: A Home Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:
 - (1) The Home Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Home Owner has spoken.
 - (2) The Home Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Home Owner.
 - (3) The Home Owner may speak only on matters specifically designated on the agenda.
 - (4) The Home Owner may speak only once at a Meeting.
 - b. The right of Home Owners to Tape Record or Videotape Meetings: A Home Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:
 - (1) The audio and or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.
 - (2) The audio and or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Home Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.
 - (3) The Home Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.