

SOUTHLAKE II CONDOMINIUM, INC.

RULES AND REGULATIONS

(Revised 03/2006)

SOUTHLAKE II CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

I. PRESENT AND FUTURE REGULATIONS

In addition to the use restriction contained in the Declaration of Condominium, the Board of Directors of Southlake II Condominium Association, Inc. will make and promulgate reasonable rules and regulations from time to time.

II. PURPOSE AND SCOPE

The rules and regulations contained herein are in compliance with the provisions of the Certificate of Incorporation, the Declaration of Condominium of Southlake II Condominium Association, Inc. and as authorized under the provisions of Chapter 718 of the Florida Statutes (The Condominium Act). These rules are adopted for the purpose of ensuring that all owners may enjoy and be proud of the building and facilities under conditions which provide maximum comfort, convenience and safety.

III. OWNER'S RESPONSIBILITIES

Each owner of property in Southlake II Condominium Association, Inc. shall be responsible for the actions and conduct of his family members and for guests and lessees, as they relate to compliance with the Declaration of Condominium and the Rules and Regulations of Southlake II Condominium Association, Inc. Furthermore, each owner shall be responsible for damage caused to common property or expenses, including fines, incurred by guests and lessees.

IV. COMPLAINTS - SUGGESTIONS - OBJECTIONS

The Board of Directors, through its appointed representatives, shall have full power and authority to enforce these Rules and Regulations. It is not the province or duty of any other person to admonish violators. In the event that violations are observed by members of the Condominium Association, written notification should be furnished to the Board of said violation. Standard forms to be used for reporting such violations will be made available by the Condominium Association.

V. HOUSE RULES

A. ADMITTANCE TO GROUNDS

No Admittance to any apartment will be permitted during a resident's absence, authorized in writing by the owner. However, a unit owner may sign a release form provided by the Condominium Association to authorize admittance under certain circumstances.

B. APPLICATIONS AND FORMS

Applications and forms that are required to be furnished to the Association as a result of various rules and regulations will be available in the offices of the Condominium Association.

C. UNITS, TERRACES AND WALKWAYS

1. Before attaching any type of material inside screens, plans must be submitted to Southlake II Condominium Association, Inc. for approval. In the event that any awnings, hurricane shutters, etc. are approved by the Association, they will be the maintenance responsibility of the unit owner.
2. Sidewalks, entrances, passages, courts, vestibules and stairways may not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.
3. No awnings, hurricane shutters, window, door coverings or other projections shall be attached to the outside wall of the building without the prior written consent of the Condominium Association. The placing of objects on the terraces shall remain under the jurisdiction of the Condominium Association. Barbecuing is not permitted within screen enclosed porches. In addition, all barbecuing equipment must remain a minimum of ten (10) feet away from any building structure while in use.
4. Extra lighting on the terrace areas shall remain under the jurisdiction of the Condominium Association.

D. DOORS

No changes or alterations may be made by any unit owner to the exterior doors without the express written consent of the Condominium Association. This includes, but is not limited to, changing the color of the door, decorations placed on the door, etc.

E. BICYCLES

1. Bicycles kept on the grounds of Southlake II, a Condominium, shall be parked or stored in the garages only.
2. All residents and/or guests, while riding bicycles and PPV's within the boundaries of the Southlake section of the Dos Lagos- P. U.D., are urged to comply with the following safety procedures:
 - a. While on the streets, pedal with the traffic on the right edge of the road.
 - b. Affix a bright colored pennant to the rear wheel housing.
 - c. All bicycles and PPV's must have three (3) inch reflectors on the back. Also, bicycles should have the pedals which have reflectors on both sides.
 - d. Parental judgment should be used regarding the age of youngsters riding alone.
 - e. All bicycles and PPV's must have some type of electric headlight or flashlight to be used for night riding.

F. CHILDREN

The Condominium does not have any restrictions concerning children, but reserves the right to pass reasonable rules and regulations concerning their behavior and the use of the common area by them. Children are also expected to obey the Rules and Regulations of the South Lake Property Owners Association, Inc. and the Dos Lagos

Property Owners Association, Inc. in relation to the use of common area and recreational facilities.

VI. ENFORCEMENT

In the event that any person, firm or entity subject to the rules and regulations fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be liable to be fined by the Association for each such failure to comply or violations of these rules and regulations. Such fine, which shall not exceed \$100.00 for each violation, shall be collected by the Association and shall become a part of the common surplus of the condominium. If the Board of Directors of the Association deems it necessary, it may bring an action at law or equity in the name of the Association to enforce these rules and regulations, including the provisions herein for fines. In the event that any such action is necessary, 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 for the purpose of assessing fines or for violations of these rules, the Declaration of Condominium, or related documents. Each day during which the violation continues shall be a separate violation for which a fine may be levied after notification by the Board of Directors of the Association.

VII. EXTERIOR APPEARANCE

Notwithstanding anything to the contrary contained herein, in order to maintain the uniform appearance of the exterior of the Condominium, the Condominium Association retains sole and exclusive jurisdiction and control over anything affecting the exterior appearance of the condominium structure. Any change in the exterior appearance without the express written consent of the Condominium Association shall be deemed a violation of these Rules and Regulations and will subject the violating unit owner to the remedies set forth in paragraph VI.

VIII. EXTERMINATION SERVICES

The Condominium Association may contract for extermination service of the common areas of the building. If a unit owner desires to contract for personal service within an individual apartment, at their own expense, such individual extermination is permitted.

IX. GARBAGE AND TRASH

- A. Cold water must be running in the sink during the operation of your garbage disposal. All wet garbage or trash not accommodated by the disposal in each apartment should be placed in tied plastic bags or wrapped in newspaper and tied.
- B. All persons performing work and/or services in individual apartments must remove their own trash from Condominium property.
- C. Garbage shall be disposed of in dumpsters provided for each area of the Condominium of Southlake II Condominium.
- D. Only household garbage is permitted in the dumpster.
- E. All garbage must be in tied bags.

- F. Household garbage is not to be placed outside the dumpster.
- G. Dumpster lids must be closed
- H. All other items (such as furniture, boxes, etc.) must be placed neatly outside the dumpster enclosures no more than twenty-four (24) hours prior to scheduled pick-up. Items must not be placed out for pick-up after an official Hurricane Watch or Hurricane Warning has been issued until regularly scheduled collection has resumed.
- I. All violations will be subject to fines.

X. GUESTS

- A. Each unit owner should provide the Condominium Association with the names of house guests upon their arrival and any data necessary to provide them with the proper service and also for purposes of security.
- B. A guest is defined as a person who is entertained by an owner or a member of his immediate family. When an owner is not present, guests may not in turn invite guests or visitors to use facilities of the condominium. An owner who is not in residence shall notify the Board of Directors in advance of the proposed occupancy of the condominium unit by any person other than himself. The owner of the condominium unit shall make available to his guests, a copy of the Rules and Regulations that apprise them of the importance of compliance with them.

XI. INSURANCE

- A. All owners should cover their furnishings and personal belongings with insurance protection against fire, windstorm, theft and breakage in their individual units, cars and storage lockers. Such insurance should compliment the Association's insurance coverage, but should specifically include floor coverings, wall coverings, or ceiling coverings which are not covered by the Association policy.
- B. Owners should extend this coverage to include comprehensive liability to cover any accidents within their apartment.

XII. LEASES

- A. Owners are allowed to lease their condominium unit once in a twelve (12) month period. A lessee is not permitted to sub-lease the unit.
- B. A unit owner processing a request for Approval to Lease shall certify that the lessee has been provided a copy of the Rules and Regulations, that the Lessee has read same, and has agreed to comply. Furthermore, the Lessee must acknowledge the Rules and Regulations on his application for approval and must agree to be bound by the terms and conditions, including the provision for fines. In every lease for a unit to be approved by the Association, there must be a clause obligating the Lessee to comply with the Rules and Regulations and stating that the lessee shall be liable for eviction for failure to comply with same by Lessor or by the Association directly.

- C. There shall be processing charge of \$150.00 payable to the condominium association by the unit owner for the lease of a condominium unit. Payment shall accompany the lease application.
- D. Unit owners shall be responsible for all damages to the building, equipment and furnishings caused by his Lessee.
- E. A copy of each written executed lease agreement shall be filed with the Board of Directors of Southlake II Condominium Association, Inc.
- F. Unit owners will be totally responsible for the compliance by his tenants with the Rules and Regulations of the Condominium Association including fines for violations incurred by the tenant.

XIII. LOCKS

Changing of locks may not be made without first notifying the condominium Association office. State law requires that the Condominium Association office have access to all apartments at all times in case of emergency. It must be remembered that an emergency occurring in an individual's apartment could endanger the entire building. See Florida Statute 711.12 (5).

XIV. NOISE

- A. No apartment owner shall make or permit any disturbing noise in the building by himself, his family, servants, employees, agents, visitors or lessees, or permit to be done anything by such persons who will interfere with the rights, comforts or convenience of the other owners.
- B. Radio, stereo and TV sound volume should be kept as low as possible at all times.
- C. Sound proof underlayment (¼ inch minimum cork) must be installed under any hard flooring surfaces (tile, laminate, hardwood floors) on second floor units.

XV. PARKING

- A. Parking shall be permitted in each unit owner's garage and additionally, one parking space is provided in each unit owner's driveway, for the exclusive use of the unit owner and his guests. Some unit driveways are insufficient for this purpose and these units will be assigned one space in the common area for the exclusive use of that particular unit owner and his guests. No non-self propelled vehicles shall be allowed and all vehicles must fit within a standard parking space. The use of all guest spaces and spaces located on the common elements shall be regulated by the Condominium Association. No commercial vehicles, to include any truck or van with business or commercial printing or lettering; boats; trucks (except for personal trucks under ½ ton and passenger vans); trailers; campers; mobile homes; motor homes; buses; trailer coaches; tractors or other such vehicles shall not be allowed without the written permission of the Condominium Association or except temporarily for delivery and pick up or except during periods of construction. All vehicles owned by unit owners must be maintained so as not to create an eyesore to the community. The Board of Directors shall be responsible for determining whether or not a vehicle meets these

requirements and any decision reached by them shall be final. Vehicles are not to be parked parallel to the buildings, on grassy areas, swales or along roadways. All vehicles must bear and properly display a current valid license plate.

- B. No door-to-door solicitation shall be permitted unless prior written approval has been granted by the Board of Directors. This includes solicitation for non-profit organizations.
- C. Owners should park only in their assigned parking spaces. Each owner should instruct his guests, visitors and delivery personnel as to where to park.
- D. Horns should not be used or blown while parked or standing in driveways and/or parking areas. Racing engines or loud exhausts are not permitted.
- E. The Condominium Association shall assign and regulate guest parking. Parking lot guest spaces are not to be used for car storage. Storage is defined as being a vehicle which is stationary in a guest space for a consecutive forty-eight (48) hour period of time. Cars left unattended will be removed at owner's expense.
- F. No mechanical repairs to vehicles are permitted.
- G. Non-functioning vehicles and vehicles which do not meet the requirements of these regulations may be towed and stored at the discretion of the Board of Directors of the Association. All costs of this procedure shall be borne by the unit owner and/or the owner of the vehicle and the association shall have a right to file a lien on the unit owner's property for the purpose of guaranteeing payment.
- H. All motorcycles must be parked in the garage at all times.
- I. The posted speed limit of 15 M.P.H. is to be observed at all times by all residents and guests.

XVI. PETS

- A. All unit owners and their guests shall abide by the covenants and restrictions concerning pets. All dogs and cats must be on a leash when off your property (this means out of your apartment) and are not to become a nuisance to other residents by barking or other acts. Owners must clean up after their pets or else the owner will be subject to fining.
- B. Each unit owner shall have no more than one (1) dog or one (1) cat; not to exceed thirty-five (35) pounds in weight. All pets must be registered with the condominium association.
- C. In the event that the unit owner or their guests violate the Rules and Regulations concerning pets, in any manner, the condominium Association retains the right to remove the pet at the unit owner's expense.

XVII. REPAIRS AND MAINTENANCE

- A. All repairs and maintenance within an owner's apartment are the responsibility of that owner, except such repairs which are covered by the builders or equipment warranties.
- B. The Condominium Association may assist, when requested, in obtaining qualified work persons or other services desired by the owner.

XVIII. RESALES

- A. In processing a request for approval for resale, an owner shall certify that he has provided the prospective purchasers with the following information:
 - 1 A copy of the Declaration of Condominium.
 - 2 A copy of the Articles of Incorporation of Southlake II Condominium Association, Inc.
 - 3 A copy of the approved operating budget for the current year, including budget of the Property Owners Associations with the monthly charges for maintenance for the condominium unit to be sold to prospective buyers.
 - 4 A copy of the By-Laws of Southlake II Condominium Association, Inc.
 - 5 A copy of the Rules and Regulations of Southlake II Condominium Association, Inc.
 - 6 A copy of the Articles of Incorporation and the By-Laws of Dos Lagos Homeowners Association, Inc.
 - 7 A copy of the Articles of Incorporation and the By-Laws of Southlake Property Owners Association, Inc.
 - 8 A copy of the Rules and Regulations of Southlake Property Owners Association, Inc.
- B. All of the above information shall be furnished to the prospective buyer prior to the execution of the closing of the sale.
- C. Before approval of the resale of the condominium unit by the Board of Directors, assuming the purchaser meets the requirements for approval, the Board will require certification that the prospective purchaser has read the complete documentation package and is satisfied to purchase the condominium unit, subject to all provisions of the documentation package.
- D. The owner submitting an application for resale of the unit shall accompany said application with an application of membership questionnaire duly filled out and signed.
- E. There shall be a processing charge of \$150.00 payable to the Condominium Association for each application for resale. The payment for processing of the resale shall accompany each application.
- F. A copy of each executed conveyance shall be delivered to the Board of Directors ten (10) days after the closing.

XIX. ROSTER OF OWNERS AND ACCUPANTS

The Board of Directors shall maintain a roster of unit owners, their permanent legal addresses and their telephone numbers, local and long distance.

XX. SECURITY PROCEDURES

- A. When leaving an apartment unit, the apartment owner shall make certain that all doors and garages are closed and locked. This will prevent water damage and vandalism to individual apartments and garages.
- B. In the event of high winds, please secure all outside items or place them within your apartment.
- C. No one will be permitted to enter an individual residence, take pictures, etc., unless the Association is notified in advance, in writing, giving details of the unit owner's approval. Please be specific as to exactly what your friends or relatives will be authorized to do. It should also be clearly stated how long they will be staying. Release forms are available from the Condominium Association.
- D. Tenants will be responsible for any damage caused by negligence on their part by not observing the above precautions.
- E. Exterior lantern lights must be on during all hours of darkness.

XXI. STORAGE

The Condominium Association is in no way responsible for personal items left in the common areas.

XXII. SERVICES

If owners employ service personnel, the Condominium Association shall be notified and the name of the service personnel shall also be provided.

XXIII. USE AND CARE OF COMMON AREAS

- A. There shall be no obstructions or unsightly objects left in the common areas. For example, bicycles, toys or items of clothing.
- B. Children shall not be permitted to play or loiter in the parking areas, walkways or lawns.
- C. No public areas shall be decorated or finished by any individual owner or group of owners in any manner, except with the written approval of the Condominium Association.

XXIV. FEEDING OF WILDLIFE

There shall be no feeding of the wildlife that may inhabit or visit the property.