

San Terra Development Condominium Association, Inc.

CASTILLO DEL SOL, A CONDOMINIUM

Rules and Regulations

The rules and regulations hereinafter enumerated as to the Association properties, Condominium property, the common elements, the limited common elements, and the Condominium Apartments shall be deemed in effect until amended by the Board of Directors of the Association and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey the Rules and Regulations, and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, service providers, lessees and persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

I. BUILDING APPEARANCE AND MAINTENANCE

- The sidewalks, walkways, stairwells, entrances, and all of the limited common elements, and common elements must not be obstructed or encumbered, or used for any purpose other than ingress and egress to and from the premises; nor shall any bicycles, motorized riding vehicles, wagons, kayaks, paddle boards, watercraft, shopping carts, chairs, benches, tables, or any other objects of similar type and nature be left therein or thereon.

- The personal property of all unit owners shall be stored within their condominium unit or in assigned storage areas.

- No garbage cans, supplies, containers, or any other articles shall be placed in, or on the walkways, stairwells, and entry ways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, balconies, or entry ways, or exposed on any part of the limited common elements, or common elements; and the limited common elements and common elements shall be kept free and clear of refuse, debris and other unsightly material.

- No unit owner shall allow anything whatsoever to fall from the windows, walkways, balconies, entry ways or doors of the premises, nor shall any unit owner sweep or throw from their unit any direct or other substances outside of the unit, or on the limited common elements, or common elements of the condominium.

- Holiday lighting and decorations are permitted outside a unit from the day following Thanksgiving to January 10th of the following year. Decorations may be placed for a single day for other major holidays including Easter, Memorial Day, Fourth of July, Labor Day and Veteran's Day, and must be taken down and put away by noon of the following day. Decorative lighting attached to the railing or outside structure of a unit is not permitted.

- Refuse and bagged garbage shall be deposited only in the area provided. Recycling is encouraged, guidelines are posted as to what can be accepted, noting that plastic bags cannot be recycled. Boxes should be broken down before placing in the recycling container.

- No unit owner shall make or permit any disturbing noises or noxious odors by themselves, their family, service providers, employees, agents, visitors, and licensees, nor do or permit anything by such person that will interfere with the rights, comforts or conveniences of other unit owners. No unit owner shall play upon or permit to be played upon any musical instrument, or operate or permit to be operated, a television, radio, or sound amplifier in their unit in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing from 10:00 PM to 8:00 AM each day.

- No radio or television installation, antenna, aerials, satellite dishes or other wiring shall be made to the exterior of the building without written consent of the Board of Directors. Security cameras may be approved, the owner should submit their request to the Board for review and approval.

- No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed, in or upon any part of the condominium units, limited common elements or common elements or condominium property by any unit owner or occupancy without the

written permission of the Association. Any 'for sale' or 'for rent' or 'for lease' signs must be hung on the common Association owned post at the front of the property and comply with the size requirement of no larger than 6" height x 24" width. Holes should be punched into the bottom of the sign, in direct alignment with the upper holes, to allow consecutive signs to be hung from the post. It is the responsibility of each unit owner to advise their realtor of the signage requirements when listing a unit. The owner or realtor must notify the Board or property management company prior to installing a sign.

- No flammable, combustible, or explosive fluid, chemical, or substance or fireworks shall be kept in any unit or garage, or limited common element, except as is required for normal household use.
- Unit owners, residents, contractors, or other persons must contact a Board member prior to entering upon the roof.
- Unit owners shall not do or keep anything in their unit that would increase the insurance rates on their unit or the common elements.
- Any damage to common elements caused by a unit owner, tenants or guests is the responsibility of the unit owner. Such repairs must be approved by the Board prior to the repair being made.

- The use of or display of fireworks is strictly prohibited in, on, or upon any part of the condominium units, limited common elements or common elements.
- In compliance with the Florida Fire Prevention Code, the use of gas or charcoal grills is prohibited within ten feet of any building wall. Gas grills must be stored at least ten feet from any building wall. All units must have working smoke detectors within the unit, on each level, to comply with Florida Code.

II. PARKING

- In order to maximize our limited parking area, it is recommended that garages be used for primary parking, followed by the driveway in front of Town House units, and designated parking spots for Penthouse units, followed by the common (guest spots) parking spots.
- All vehicles must be parked in a designated parking space. No parking is permitted outside the striped spaces or directly in front of Penthouse garages. Parking outside of striped spaces is approved only if it does not interfere with or block access to other units, and only if it does not block access to emergency vehicles.
- Trailers, boats, recreational vehicles or campers may not be parked or stored on the property unless they are parked or stored in a garage.

- Commercial vehicles (with the exception of service contractors engaged to perform work at the site) and vehicles with advertising signs are not permitted to be parked or stored on the property.
- Unregistered or inoperable vehicles must be stored in garages.
- Any vehicle owned by a resident or guest which is in violation of the parking rules shall be removed. The unit owner shall be held responsible for all expenses and fees associated with the removal of the vehicle.

III. LEASING AND SALE OF UNITS

- Each unit is restricted to residential use by owners, lessees, their immediate families and guests. No owners or lessees of any unit shall permit use of the same for transient hotel or commercial purposes.
- Each owner has the right to sell or lease their unit, provided that the proposed purchaser, or lessee, is first approved by the Condominium Association, as provided in the Declaration of Condominium. Each new owner or lessee shall be bound by the provisions of the Declaration of Condominium and all condominium documents and these Rules and Regulations, a copy of which will be furnished to each proposed purchaser or lessee at the time application is made for approval of such sale or lease. An application for approval of a sale must be made for

approval of such sale or lease. An application for approval of a sale or lease must be submitted together with a \$50.00 fee per applicant. The fees are intended to cover costs associated with reviewing these applications, such as credit reports, and if a portion of the fee is not used, then it will be refunded. The Association shall be allowed 15 days' processing time for each application. An approval or disapproval for a lease or purchase will then be issued by the Association on the basis of the decision of the Board of Directors.

- A lease is not permitted for less than one year, since our premises are not intended to be used by transients as a hotel or motel. Should the lessee leave before the one year lease is completed, the unit cannot be occupied by another lessee until the initial lease period is completed.
- The owner must furnish written notice to the Property Manager of the names and persons who will occupy the premises.
- Each prospective purchaser or lessee shall be interviewed by at least one (1) member of the Board of Directors. The purpose is to explain condominium life, rules and regulations, and obtain agreement that all rules and regulations shall be adhered to. The interview must be conducted at least three (3) days prior to occupancy.

IV. OPERATION OF CONDOMINIUM

- Employees of the Association or Management shall not be sent off the Condominium premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management or Association. Complaints regarding the service of the Condominium shall be made in writing to the Property Manager.

- Payment of maintenance fees and assessments shall be made as designated by the Board of Directors or Management. Payments made in the form of checks or direct deposit shall be made payable to Castillo Del Sol. All assessments and maintenance fees shall be paid promptly within ten (10) days from the date they are due.

- A late fee of \$25 shall be assessed for any payment received more than 10 days from the date it is due.

V. SWIMMING POOL

All residents of the Condominium should realize that the swimming pool is an extremely valuable asset of the Condominium and that it is the major source of the recreation and enjoyment of the residents. While the use of the pool is encouraged, its use and enjoyment should be in such a manner

which is consistent with the rights of all residents of the Condominium.

The following Rules and Regulations as to the use of the pool facilities shall be posted as specified in the by-laws of the condominium Association and each unit owner, tenants, and guests, shall comply with all Rules and Regulations relating thereto.

- Pool hours should be observed as posted at the pool.
- State health law requires showering before entering the pool. Please be sure all excessive sun tanning lotions are removed prior to entering the pool. A clean pool is for everyone's benefit.
- Persons having skin abrasions or major open sores are prohibited from use of the pool.
- No animals are permitted in the pool area or inside the surrounding fence, in compliance with the Florida State Health Code. Should there be a violation or expense incurred, the pet owner is responsible for complete reimbursement to the Association.
- Glassware is, of course, absolutely prohibited in the pool area. The consumption of alcoholic beverages in the pool area or patio area should be consistent with the full use and enjoyment of the pool by other residents. No loud

or boisterous conduct will be permitted. For obvious reasons, no person who becomes intoxicated will be permitted to use the pool.

- For safety reasons, no running is permitted in the pool area, and no diving is permitted into the pool.
- Children are not permitted in the pool unless accompanied by an adult, and it is the responsibility of the adult to make sure the conduct of the child is not offensive to other people.
- Infants under two (2) years or age, or any child in diapers, are required to wear appropriate swim diapers.
- Only unit owners and their guests or lessees shall be allowed to use the pool and pool facilities.
- All pool furniture should be returned to its original state when finished with use, including lowering and tying umbrellas and putting chairs and lounges back in place. Damage that occurs as the result of failure to do so will be billed to the responsible unit owner.

In general, use of the pool should be governed by one major rule:

“PLEASE BE CONSIDERATE OF YOUR NEIGHBORS”

We also ask you to please use discretion in inviting guests to use the pool in circumstances when the pool is crowded.

Remember, the pool is for residents first, and guests second.

VI. GUESTS

- If house guests are to occupy your unit when the owner is not in residence, this occupancy must be registered with the Property Manager. This request for registration must be submitted by the unit owner in a letter or an email stating the name of each guest to occupy the unit, their estimated length of stay, and confirm that the guests so named are bona fide guests and not paying for the use of the unit on a transient basis. A copy of these Rules and Regulations will be provided to guests by the unit owner.

- In the event that the guests are claimed as bona fide guests and are found to be lessees for a time period of less than one year, the owner shall be assessed a fine of One Hundred Dollars (\$100.00), and the guests shall be requested to vacate the premises immediately.

- Any violation of these Rules and Regulations, or damage to common property by guests, tenants, pets, agents, invitees and licensees will become the responsibility of the owner, and also render them liable for the fine or assessment, or costs incurred for damages, as covered in these Rules and Regulations.

- Depending upon the size of the unit, total occupancy shall be limited to a reasonable number. For purposes of this paragraph, “reasonable number” shall be defined as:

For two bedrooms, occupancy is limited to no more than six (6) persons.

- In the owner’s or lessee’s absence, approved house guests may **NOT** have overnight guests of their own without written permission of the owner or lessee. The owner must inform the Board of the additional guests before their arrival, in order to have an accurate occupancy count in the event of an emergency.

- An owner is responsible for their guest’s behavior and conformity with these Rules and Regulations.

VII. PETS

The Association recognizes that household pets can be a source of personal comfort, companionship and security. However, the same pet running loose, barking excessively or leaving animal waste on our lawns and walkways can be a disturbing nuisance, and even a serious health hazard to other residents. In accordance with Florida State condominium law, if a pet is creating or causing a nuisance or unreasonable disturbance, or noise, the Board has the authority to force the removal of that pet from the premises. The following rules of conduct are

established for the control of all pets to ensure that no resident's rights and/or peace of mind are violated.

- At the Discretion of the Board, certain animals may be kept on the Condominium property or in any unit, but they must be kept quiet and when outside, they should be on a leash. Pet owners will be responsible for any damage to the property of any other resident or to the common property.

- Only one (1) dog is allowed per unit. Dogs are limited to approximately 70 pounds maximum. Cats are limited to two (2). Small birds such as Canaries or Parakeets are permitted, but large exotic noisy birds are prohibited. Reptiles of any type are not permitted.

- The back lawn may be used for dog or pet walking, but for health, aesthetic and sanitation reasons, the back lawn shall not be used for dogs or pets to relieve themselves. The areas behind the penthouse garages or along the Bayway should be used for this purpose.

- Animal waste must be removed immediately and placed only in the dumpster. No animal waste shall be deposited in the restroom trash bins.

- In compliance with the Florida State Health Code, no animals are permitted in the pool areas or inside the surrounding fence. Should there be a violation or expense incurred, the pet owner is responsible for complete reimbursement to the Association.

VIII. PATIO FURNITURE

Keep patio furniture **OFF** the grass.

IX. ALTERATION OF CONDOMINIUM

Unit owners are specifically cautioned that their right to make any addition, change, alteration or decorations of the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. For example, no unit owner may install screen doors, enclose their balcony, or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Association. All such additions, changes or alterations including but not limited to the addition of awnings, must be presented in writing to the Board of Directors for approval, accompanied by written plans or drawings, and specifications. The Board of Directors shall approve such requests only if the Association is protected against or indemnified as to mechanics liens and/or claims arising from such work, and if changes present a uniform appearance. Any alterations, repairs, or renovations requiring permits shall be performed by a licensed and insurance contractor. Contractor hours should be limited to 8 AM to 5 PM, Monday through Friday. Exceptions are permitted outside those hours for work that would not produce noise, such as painting.

X. EMERGENCIES IN OWNER'S ABSENCE

In order that proper steps and procedures may be taken in the minimum amount of time during an emergency situation, the Association shall retain pass keys to all units. The unit owner is responsible for notifying the Board and property management company if locks are changed and they must provide a key or door code within 24 hours. In accordance with Section 718.111(5), Florida Statutes, the Association has the irrevocable right to access each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements, or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units. Access to the unit would occur only in the absence of being able to communicate directly with the owner, and in an emergency such as a water leak or fire or other event which must be immediately contained.

Any unit owner who plans to be absent from their unit for an extended period of time must prepare their unit prior to their departure in the following manner:

- By removing all furniture, plants and any other object from unit owner's porch, balcony, and
- By designating a responsible caretaker or neighbor to care for their unit should their unit suffer any

damage caused by storms, hurricanes, winds, or other violent acts of nature.

- The property management company and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker.

XI. CHILDREN

Children are allowed as permanent residents. However, they should not cause disturbances, and their conduct while on any condominium property is the direct responsibility of their parents or guardians at all times.

XII. BOAT DOCKS

- Docks are to be kept clean, no trash or personal belongings are to be left on the docks, and cleaning of fish on the docks is only allowed at the fish table.
- No persons may live on boats harbored at the docks.
- Only unit owners and their guests or lessees shall be allowed to fish off the docks.
- No unit owner shall let their slip be used by anyone for more than 24 hours without submitting a written request to the Board of Directors, explaining the nature of the stay, and obtaining written approval from the

Association. Persons granted approval to use an owner's slip shall not have the use of other facilities such as the pool, fishing docks, etc., nor shall such persons be allowed to make repairs to their vessel. No more than one vehicle per subject boat user shall be permitted to park in the parking area.

XIII. ADDITIONAL RULES AND REGULATIONS

The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time, without the consent of the Condominium Association members. These additional Rules and Regulations shall be binding, as all other Rules and Regulations previously adopted.

XIV. COMPLIANCE

A fine up to \$100 per day may be assessed by the Association for each violation of any section of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-laws, and these rules. Any violation lasting more than one day shall be considered a continuing violation for each subsequent day until violation is cured, with a maximum penalty of \$1,000. In the event that it is determined that any unit owner, its tenants or guests are in violation of any of these provisions, they will be notified in writing of the nature of the violation. If

said violation is not cured within fourteen (14) days of said notice, or if said violation consists of acts or conduct by the unit owner, and such acts or conduct are repeated, a fine of up to \$100 per day per violation will be levied against the unit owners, with a maximum penalty of \$1,000.