

**GREEN CAY VILLAGE CONDOMINIUM
RULES AND REGULATIONS
3/27/2017**

ALL REFERENCES HEREIN TO CAPITALIZED TERMS WHICH ARE NOT DEFINED IN THESE RULES AND REGULATIONS SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE DECLARATION OF CONDOMINIUM FOR GREEN CAY VILLAGE CONDOMINIUM, A CONDOMINIUM (DECLARATION), THE ARTICLES OF INCORPORATION AND BY-LAWS FOR GREEN CAY VILLAGE CONDOMINIUM ASSOCIATION, INC

1. **OCCUPANCY.** Units shall be used only as single family residences and for no other purpose. Each Owner, tenant and occupant of a Unit should carefully review the Declaration for additional occupancy and use restrictions.

Owners that lease their units are required to provide to the Association, the Owner's current mailing address, a copy of the lease which includes the names, birth dates, and contact phone numbers of those residing in the Unit, and copies of the criminal background checks for all occupants over 18 years of age, prior to the lease holders move-in date or lease renewal date.

Note: Any person, guest, friend, or family member not on the lease, who stays in the unit for longer than 15 days or nights in a 30 day time period will be considered to be residing in the unit and as such, the Owner of the unit shall provide to the Association each such person's name, birth date, and copies of the criminal background checks for each such person over 18 years of age.

CRIMINAL BACKGROUND CHECKS - The Owner is required to have a criminal background check conducted, at their expense, for all occupants over 18 years of age and will reject first time applicants and residents at the time of renewal, for any of the following criminal related reasons that have occurred within the ten (10) years prior to application date or while a Green Cay Resident, regardless of whether or not jail time was served or adjudication was withheld. Furthermore, if any resident or occupant is convicted or has been convicted of the following crimes during or prior to their residency at this community, it is the resident's responsibility to report this information to the Property Manager. A conviction is considered to be a material violation of the Lease Agreement and this community shall have the right to terminate the resident's lease.

- (a) felony conviction;
- (b) misdemeanor conviction involving crimes against persons or property;
- (c) any drug related conviction;
- (d) any prostitution related conviction;
- (e) any sex related conviction;
- (f) any terrorist related conviction;
- (g) any cruelty to animals related conviction;
- (h) any of the above related charges resulting in "adjudication withheld"; and
- (i) active status on probation or parole resulting from any of the above.

In the event that an Owner does not comply with the above requirements prior to the lease holders move-in date or lease renewal date, a letter will be hand delivered to the unit and mailed to the

Condo Rules and Regulations 3/27/2017

Owner, giving the Owner fourteen (14) calendar days to comply or the amenities and access clickers will be deactivated until the Owner does comply..

In addition, every lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's acceptance of the following Zero Tolerance Policy.

ZERO TOLERANCE - Any arrestable offense will not be tolerated, and is considered a material non-compliance of your lease agreement. Fighting of any kind is an arrestable offense. Gang related activity is an arrestable offense. Illegal drug use or the possession of illegal drugs is an arrestable offense. Violation of any of the following provisions is a material and irreparable violation of the lease and good cause for immediate termination of tenancy: gang-related - activity engaged in, on, or near the premises by any resident, household member or guest, and any such activity engaged in at Green Cay Village by any other person under the resident's control; drug related criminal activity engaged in, on, or near the premises by any resident, household member or guest, and any such activity engaged in at Green Cay Village by any other person under the resident's control; determination made by the Board of Directors that a household member is illegally using a drug; determination made by the Board of Directors that a pattern of illegal use of a drug or abuse of alcohol interferes or threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

In addition, every lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's acceptance of the following Pet Policy.

PETS - The following rules are to be observed:

- (a) A pet is defined as a common household animal such as a dog, cat, bird, fish, hamsters or guinea pigs.
- (b) 2 pets maximum with a weight limit of 40 pounds per pet.
- (c) Breed restrictions include, but are not limited to: Spitz, Akita, Chow, German Shepherd, Bear-Dog and Eskimo Dog, Terrier Breeds: Pit Bull, Plummer and Black Russian Terrier, American or Bull Staffordshires; any mixes of these breeds are also restricted.
- (d) Residents are required to reimburse the community for any damages caused by the pet.
- (e) Pets must be on a leash at all times when outside the unit.
- (f) Pets with a vicious or aggressive disposition will not be permitted.
- (g) No exotic pets, including reptiles, ferrets, rabbits, etc...
- (h) Do not tie or stake the pet outside the unit or leave it unattended on the patio.
- (i) Animals assisting the physically challenged are welcome in our community with prior written notice to the management.
- (j) Do not leave pet food outside. It attracts pests and rodents.
- (k) Residents are not allowed to feed or harbor stray animals.
- (l) Residents are required to pick-up and dispose of their pet's waste. Residents not picking up and disposing of their pet waste will be subject to a pet fine.
- (l) Toilets are not designed to handle pet litter. Residents are required to pick up and dispose of their pet waste.

Condo Rules and Regulations 3/27/2017

- (m) Pets are not permitted in any amenity areas.
- (n) Residents are not allowed to temporarily house a pet unless it meets these guidelines, and the appropriate fees and deposits are paid.
- (o) If there is a conflict with Green Cay Village pet restrictions in the appropriate Green Cay Village Association, the more stringent restriction will govern.

2. USE.

- (a) No improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, or of the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.
- (b) No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or other-wise, nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.
- (c) In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium (other than Units occupied by the Developer) without the prior written consent of the Association. The Association shall possess additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted, and further, the Association shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of the Condominium.
- (d) The use of all Common Elements shall, at all times, be governed by these Rules and Regulations, as they may be amended from time to time by the Association, and by such other rules and regulations as may be posted, from time to time, in and about such Common Elements by the Association.
- (e) Common Elements and Limited Common Elements shall only be used for the purposes intended, and shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
- (f) Pool rules and regulations, as posted on the Condominium Property, shall be strictly observed.
- (g) Smoking is prohibited in the breezeways, hallways, and stairwells of the condominium buildings and within the school bus stop depot. However, smoking is permitted in all other areas including within the individual units, on the patios of the individual units, and outdoors.
- (h) Congregating, hanging out, and playing is prohibited in the entrances, breezeways, hallways, and stairwells of the condominium buildings and in the condominium parking lots.

Condo Rules and Regulations 3/27/2017

(i) The bike racks in the condo parking lot may be used by condo residents and their guests for bikes that are in good working order. Bikes that are not in useable condition e.g. flat tires, unrideable seats, heavily rusted chains etc. will be tagged for seven days and removed, if not repaired by then, and put in lost and found for 30 days, and if not claimed, disposed of by the Property Manager.

(j) The recreational use of drones on Green Cay Village Condo Property is not allowed.

3. PETS. No reptiles, animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Unit or Common Elements, with the exception of dogs, cats, or other usual and common household pets. However, notwithstanding the foregoing, no pets which are considered a "dangerous breed" (e.g., pit bull, rottweiler, python, etc.) shall be permitted. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Condominium Property. Other conditions are detailed in the Declaration.

In addition, proof of County licensing and rabies vaccination is required for all dogs and cats 6 months of age and older and is to be provided to the Property Manager within 10 days of receipt of a written request.

4. APPARATUS AND ALTERATIONS.

(a) No clothesline or similar device shall be allowed on any portion of the Condominium Property.

(b) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, terraces, storm shutters, or windows of a Building, Common Elements, Condominium Property, or a Unit, except with the prior written consent of the Association, and farther, if and when approved, subject to the conditions designated and adopted by the Association and Architectural Control Board ("ACB"). All screening, window and exterior glass door coverings and drape linings shall only be in the colors specified by the Association. Anything to the contrary notwithstanding, any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

(c) No Unit Owner shall cause improvements or changes to the exterior of the Condominium, including, but not limited to, walls, screening, balcony, loggia, terrace, slab, porch or painting or other extensive decoration of any aesthetic nature, installing, electrical wiring, television antennae or air conditioning units which may protrude through the walls or roof of the Condominium Property or in any manner change the appearance of any portion of the Building without the prior written consent of the Association and the ACB, if applicable.

(d) Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Commons Elements

Condo Rules and Regulations 3/27/2017

appurtenant thereto, and may not be on the Common Element but may be placed entirely in the interior of a balcony of a Unit; (ii) the dish may be no greater than one meter in diameter; and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements. Notwithstanding the foregoing, the ACB shall have the right to review and approve the site, location and type of dish prior to installation.

(e) Television, radios, musical instruments and other instrumentality of sound reproduction or amplification must be used at such times and at such levels as will provide a minimum disturbance to other Units Owners. No radio or television installation or other electrical equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit. Except as provided herein, no exterior antenna shall be permitted on the Condominium Property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines, security systems, and communications systems.

(f) Stair-ways, driveways, halls and all other portions of the Common Elements must, at all times, be kept free of obstruction. No garbage cans, supplies, or other articles shall be placed in the pathway, halls, stairways, walkways or parking areas. All garbage shall be properly bagged and deposited in garbage disposal areas designated by the Association.

(g) No Unit Owner shall in anyway affix any "for sale" or "for rent" signs or any other kinds of signs, notices or advertisements to the exterior of his Unit or in any way allow any signs to be visible to the general public from within his Unit.

(h) No flammable, combustible or explosive fluids, chemicals or other substances shall be kept in any Unit or on the Common Elements.

(i) Curtains, draperies, and other window coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Association.

(j) Repair, construction, decorating or remodeling work will be performed on Mondays through Fridays between the hours of 8:30 a.m. and 5:00 p.m., and no such work shall be performed on Saturdays (except for deliveries which are permitted), Sundays or legal holidays, except in case of emergency authorized by the Association.

(k) No articles other than patio-type furniture shall be placed on the balconies, lanais, patios or other Common Elements.

(l) No balcony or terrace shall be cleaned in such a manner as to cause water or debris to drain from said balconies or terraces to other balconies or terraces below.

(m) No bicycles, skateboards, scooters, or similar equipment shall be permitted in the lobby, pool, hallways or other recreational areas. Bicycles shall be stored only in areas designated by the Association.

5. **CHILDREN.** Children shall be the direct responsibility of their parents or legal guardians, who must supervise them, at all times, while they are on the Condominium Property. Children shall not be permitted to play in the walks, parking areas, stairways, storage areas, pathways or corridors of the Condominium Property.

6. **ASSOCIATION.**

(a) No Owner, tenant or occupant of a Unit shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he or she attempt to send any such employees on private business of such Unit Owner, tenant, or occupant; such employees are to be directed only by Officers of the Association or the management personnel engaged by the Association.

(b) The Association, through its Officers or any designated Agent, may maintain a pass key to each Unit for utilization for pest extermination services and/or only in the event of emergency, such as fire, leakage, etc. No Owner, tenant, or occupant of a Unit shall alter any lock or install a new lock in any door leading into the Unit of such Owner without the prior written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association's Officer or agent with an additional key for the use of the Association pursuant to its right of access to each Unit. Should an Owner fail to provide such a key, the Association shall have the right to forcibly enter for purposes provided herein and under the Declaration.

7. **PARKING.**

(a) Parking areas are solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours. Speed limits shall be strictly observed.

(b) No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any other description, recreational vehicles, boats or boat trailers shall be permitted to be parked or to be stored at any place on the Condominium Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, or to any of the Association's or Developer's vehicles, subject to the terms herein.

(c) No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

(d) No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner shall be too wide to fit within the inside width of the painted parking spot lines (80 inches) or too long to fit inside the length of the parking spot lines without hanging over

the sidewalks (228 inches) without written approval by the Board and no vehicle shall be parked in such a manner as to impede or prevent access to other parking spaces.

(e) Parking spaces assigned to an Owner as a Limited Common Element may be used by the Owners, members of the family of an Owner or guests, tenants or employees of an Owner. Use of covered parking spaces, if available, will be charged at a premium and shall be specifically assigned.

(f) Changing oil, antifreeze, or other fluids and washing cars is not allowed.

8. **PLUMBING.** Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the person causing the damage and, in the case of guests, by the Unit Owner who invited the guest onto the Condominium Property.

9. **RESPONSIBILITY FOR DELIVERIES.** Unit Owners shall be liable for damages to the Condominium Property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective Units.

10. **SOLICITATION.** There shall be no solicitation by any person anywhere in or on the Condominium Property for any cause, charity or any other purpose whatsoever, unless specifically authorized by the Association.

11. **OPEN DOORS.** No occupant shall allow the front entrance to his or her Unit to remain open for any purpose other than immediate ingress and egress.

12. **FOOD AND BEVERAGES.** Food and beverages shall be consumed only within Units and in such other areas specifically designated for such use by the Association.

13. **ODORS.** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other Owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.

14. **COOKING DEVICES.** No fires, cooking devices, grills or other devices which emit smoke or dust shall be allowed or used upon any balcony or terrace. Such cooking devices may only be used in outdoor cooking areas designated by the Association.

15. **HURRICANE/STORM SHUTTERS.** All Owners, tenants and occupants of a Unit shall have all hurricane and storm shutters approved by the Association prior to the installation thereof. Each Unit Owner who plans to be absent during the hurricane season must prepare his Unit before departure by: (1) removing all furniture, plants and other objects from the balcony and (2) designating a responsible firm or individual to care for the Unit in the event of a hurricane threat and/or should the Unit suffer hurricane damage, and by furnishing the Board with the name of said firm or individual. Such firm or individual designated by the Owner shall be subject to the approval

of the Association. Should such firm or individual not be designated or available, the Association is authorized to take whatever steps are necessary in its discretion to protect the Unit and the Condominium Property at the sole cost and expense of the Owner. Approved hurricane shutters may be put up within seventy-two (72) hours of the expected arrival of a hurricane or named storm and shall be removed and put away within ten (10) days after the end of a hurricane watch or warning or as the Board may determine.

16. EXTERIOR CHANGES. No exterior changes to the Units, including any changes to the balconies or other Limited Common Elements (including exterior color of any Unit or building) shall be made by any Unit Owner without the prior written approval of the ACB which is established pursuant to the terms and provisions of the Master Declaration and Declaration of Condominium.

17. COMPLIANCE BY UNIT OWNERS. All Owners, tenants, invitees, licensees, guests, family members, agents, employees and occupants of a Unit shall comply with these Rules and Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association, as amended from time to time. Failure of any of the foregoing persons to so comply may subject that person to the imposition of a fine (upon notice and hearing) and to possible legal remedies, including, but not limited to, suits for money damages, injunctive relief, or any combination thereof, as set forth in the Declaration, the Articles and By-Laws and these Rules and Regulations. Fines shall be imposed pursuant to the following procedure:

(a) Notice: . Notification of the imposition of a fine shall be by a written Notice of Fine, signed by an officer of the Association, to the occupant with a copy to the Owner and such notice shall include the following.

(1) The amount of the fine, which may be any amount up to the statutory limit of \$100 per violation or \$1,000 in the aggregate for a continuing violation.

(2) The violation for which the fine is being imposed including the who, what, when, and where of the violation.

(3) The provisions of the Declaration, Association By-Laws, or Association Rules and Regulations which have been violated.

(4) The following statement that the occupant has an opportunity for a hearing to contest the fine.

YOU HAVE THE RIGHT TO A HEARING BEFORE THE UNIT OWNER COMMITTEE TO CONTEST THIS FINE. TO EXERCISE THIS RIGHT YOU MUST DELIVER A WRITTEN REQUEST FOR A HEARING TO THE ASSOCIATION WITHIN FOURTEEN (14) DAYS OF RECEIPT OF THIS NOTICE OF FINE.

(b) Hearing: . If the occupant timely and properly requests a hearing, a committee of Owners ("Unit Owner Committee") shall conduct a hearing within thirty (30) days after receipt of the occupant's request for a hearing, and shall give the occupant not less than fourteen (14) days written notice of

the hearing date. Such written notice to the occupant, with a copy to the Owner, shall include the date, time and place of the hearing plus a repeat of items included in the original Notice of Fine.

At the hearing, the Unit Owner Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred and confirm or reject the fine as levied.

And the occupant shall have the right to respond to any material considered by the Association and the right to produce evidence on his/her behalf and to provide written and oral arguments on all issues involved and shall have an opportunity to review, challenge and respond to any material considered by the Association and to challenge the amount of the fine.

If the occupant fails to attend the hearing, then the hearing shall be deemed waived and the Unit Owner Committee shall ratify the fine without further proceedings.

(c) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(d) Payment of Fines: Fines shall be due and payable within fourteen (14) days after written notice of the imposition of the fine, or if a hearing is timely and properly requested, within fourteen (14) days after written notice of the Unit Owner Committee's decision at the hearing. In the event that a fine is not timely paid, it shall be treated as an unpaid Assessment under the Declaration, and the Association shall have all enforcement rights as stated therein.

(e) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(f) Non-Exclusive Remedy: These fines shall not be construed to be exclusive remedy of the Association and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

18. COMPLIANCE BY DEVELOPER. These Rules and Regulations shall not be applicable to the Developer, its designees, successors and assigns, or to Units owned by the Developer, except for those specific rules and regulations contained herein that pertain to Association approval of leases, restrictions on the presence of pets, restrictions on occupancy of Units, and restrictions on the type of vehicles allowed to park on Condominium Property or Association Property; provided, however, the Developer and its designees shall have the right to be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium Property. Reference should be made to the Declaration, Articles of Incorporation and By-Laws of the Association, and any other documents governing the Condominium Property.

19. RELIEF. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions for specific restrictions contained in these Rules and Regulations upon written request therefore, and for good cause shown in the sole opinion of the Board.

Condo Rules and Regulations 3/27/2017

20. **APPROVALS.** All approvals required or permitted hereunder from the Association shall be in writing.

GREEN CAY VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation