

REVISED RULES AND REGULATIONS
(ANNUAL MEETING, JANUARY 25, 2011)
TO DECLARATION OF RESTRICTIVE COVENANTS FOR
GREEN CAY VILLAGE TOWN HOME ASSOCIATION, INC.

Section 1 — OCCUPANCY of Schedule "RR" to the By-laws is hereby amended to include the following which will be required for all new leases and lease renewals.

In addition to the requirements of Section 19 of Article VIII— Leasing, of the Declaration of Townhomes of Green Cay Village, the following shall apply to all homeowners who lease their units:

Owners are required to provide the Association with their current mailing address, a copy of the lease, together with the names, criminal background checks, and contact phone numbers of all individuals residing in the Unit prior to the lease holder's move-in date. Activation of amenities, including swipe cards, will not commence until this information is provided.

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 Association 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.

Additionally, 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 arrest able offense will not be tolerated, and is considered a material non-compliance of your lease agreement. Fighting of any kind is an arrest able offense. Gang related activity is an arrest able offense. Illegal drug use or the possession of illegal drugs is an arrest able 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:

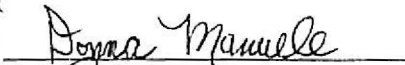
- A pet is defined as a common household animal such as a dog, cat, bird, fish, hamsters or guinea pigs.
- 2 pets maximum per unit with a weight limit of 40 pounds per pet.
- Breed restrictions include, but are not limited to: Spitz, Akita, Chow, German Shepherd, Bear-Dog and Eskimo Dog, Terrier Breeds: Pit Bull, Plummer and Black Russian Terrier, American or Bull Staffordshires; any mixes of these breeds are also restricted.
- Residents are required to reimburse the Association for any damages caused by the pet.
- Dog and cats must be on a leash at all times when outside the unit.
- Dogs with a vicious or aggressive disposition will not be permitted.
- No exotic pets, including reptiles, ferrets, rabbits, etc. are permitted.
- Do not tie or stake the pet outside the unit or leave it unattended on the patio.
- With prior written notice to management, animals assisting physically challenged individuals are welcomed in our community.
- Do not leave pet food outside because it attracts pests and rodents.
- Residents are not allowed to feed or harbor stray animals.
- Residents are required to pick-up and dispose of their pet's waste at designated waste stations. Residents not picking up and disposing of their pet waste will be subject to a fine.
- Toilets are not designed to handle pet litter. Residents are required to pick up and dispose of their pet waste.
- Pets are not permitted in any amenity areas.
- Residents are not allowed to temporarily house a pet unless it meets these guidelines, and the appropriate fees and deposits are paid.
- If there is a conflict with Green Cay Village pet restrictions in the appropriate Green Cay Village Association, the more stringent restriction will govern.


The following have been added to our "RR" as of January 2011:

- 1) GARBAGE/REFUSE - After pickup, all containers need to be stored and not visible from the road within (24) hours after week day pick up and within (48) hours after weekend pickup and no littering shall be permitted.
- 2) GARAGE DOORS - No garage doors shall be permitted to remain open except for temporary purposes.
- 3) OWNER, TENANT, ASSOCIATION AGREEMENT- This is a (3) party agreement between the Owner, Tenant and Association. This Agreement states that if the Owner is delinquent with the maintenance fees, the Association has the right to demand that the Tenant pay the rent directly to the Association.
Also, Owner must furnish the Association with a copy of the current Owner/Tenant Lease Agreement, Background Check of Tenant (Mandatory) and acceptance of the Green Cay Village Community Rules and Regulations. Interview process may be required.
(A NON-REFUNDABLE \$100 Application Fee will apply.)
- 4) NO PARKING ALONG OLD FARM TRAIL OR ANY OTHER GRASS AREAS. (Continuous violation WILL result in a fine. Amount as specified per Florida Statute)
- 5) After detailed review and consultations with concrete and painting companies Green Cay Village will not allow the painting of Driveways or Sidewalks.
Residents will be permitted to paint or tile their front door landings or step ONLY.
An ARC must be submitted for approval of the color or tile to be used. (Samples must be attached.)
Residents must keep their Driveways and Sidewalks clean from dirt and grease stains.
Residents who do not comply will be subject to a fine as specified per Florida Statute.
- 6) We will be revising the fine policy amount to coincide with the current state minimum.
(Accordance with the amounts specified per Florida Statute.)

Signed by the following Townhomes Directors this day:

President — Santo Latona 

Vice President — Donna Manuele 

Secretary/Treasurer — C. J. Maier 

GREEN CAY VILLAGE TOWNHOMES
Rules Regulations and Guidelines
OWNER, OWNER'S TENANTS, DEVELOPER 'S TENANTS

The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Green Cay Village Townhome HOA are incorporated herein as part of these Rules and Regulations.

The owners and lessees of each Lot shall abide by each and every term and provision of the Declaration of Covenants, Conditions and Restrictions, and each and every term and provision of the Articles of Incorporation, and By-Laws of the Association. Sanctions may include reasonable monetary fines, which shall be levied as Special Assessments as provided in this Declaration, and suspension of the right to vote and the right to use the recreation facilities.

1. No bicycles, tricycles, scooters, baby strollers or other similar vehicles or toys shall be allowed to remain in the Common Areas. The walkways, townhome front doorways, sidewalks and streets shall not be obstructed with these items,
2. Any damage to the Common Areas, property, or equipment of the Association caused by any Owner, his family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Owner.
3. An Owner will not park or position his vehicle as to prevent access to another Lot. The Owners, their families, guests, invitees, licensees, and lessees will obey the parking and traffic regulations for the safety and welfare of all Owners,
4. No vehicle which is unlicensed or in operable may be kept or stored on the Property unless kept fully enclosed inside a garage. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than minor repairs, cleaning or waxing which is completed in less than 24 hours. Each Lot Owner shall be required to clean his driveway of any oil or other fluid discharged by his motor vehicle.
5. All garbage and refuse from the Lots shall be deposited with care in each Owner's *private garbage container, which shall be placed so they are not visible from the Roads or from the adjoining Units*. No garbage or refuse shall be deposited in any Common Area for any reason, except on the correct days of the week for pick up and removal. After pickup, all containers need to be stored and not visible from the road within twenty- four (24) hours during the week and forty-eight (48) hours on the weekends and no littering shall be permitted.
6. No garage doors shall be permitted to remain open except for temporary purposes, and the Board may adopt further rules and regulations as needed.
7. Complaints regarding the management of the Association property, or regarding the actions of other Owners, their families, guests, or lessees shall be made in writing to the Association and shall be signed by the complaining Lot Owner.
8. Any consent or approval given under these Rules and Regulations by the Association may be revocable at any time by the Board. These Rules and Regulations may be modified, added to, or repealed in accordance with the By-Laws of the Association.

9. Nothing may be left outside on the Unit Lot when not actually being utilized or during the night time hours without the specific written approval of the Association. This includes, but is not limited to bicycles, tricycles, scooters, baby strollers, basketball nets, play houses, skate board ramps or other similar vehicles or toys, storage sheds, garbage cans, trash containers and recyclable bins.
10. At all times, all dogs and cats must be on a leash when off the Unit's Property. Pet Owners or their custodians are required to pick up and dispose of their animal's waste immediately.
11. Small pick-up trucks, vans and sport utility vehicles of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas, so long as no commercial equipment or lettering or graphics is exposed to view. No owner shall store chemicals that may jeopardize the safety and health of other homeowners in the community.
12. No hedges, trees, landscaping, planting, or relocation of plants shall be done without prior approval of the Architectural Control Board (ACB) Architectural Review Committee (ARC) or relocation of plants and the Townhome/Master Association. Any outside alterations, examples such as painting, screened enclosures, pavers or installation of patios, but not limited to, may not be done without prior approval of the ACB/ARC. All work must be performed by licensed and insured vendors showing Association as additionally insured. In addition, all construction work must be performed during normal business hours during the week.
13. No noxious or illegal activity shall be carried on upon a Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or any other Lot Owner. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot. In the event an owner shall fail or refuse to keep his Lot free of unsightly plants or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner and such entry shall not be deemed a trespass.
14. Suspension of membership rights (this includes guests or invitees) will be in effect if the Lot owner is delinquent for more than 90 days in payment of any assessment due to the Association. Membership rights include use of pool, fitness and recreation rooms.
15. OWNER, TENANT, ASSOCIATION AGREEMENT —This is a (3) party agreement between the Owner, Tenant and Association. Based on Current Law , this agreement states that if the owner is delinquent with the maintenance fees the association has the right to demand that the tenant pay the rent directly to the association. Also, Owner must furnish the association with a copy of the current Owner/Tenant lease agreement background check of tenant (Mandatory) and acceptance of the Green Cay Village Community Rules and Regulations. Interview process may be required.
16. (A NON-REFUNDABLE \$100 Application Fee will apply.)
17. NO PARKING ALONG OLD FARM TRAIL or any other grass areas. (Continuous violation could result in a fine.)

By Resolution of the Board of Directors of Green Cay Village
01/25/2011