

**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 _____