

Approved
12.12.17

WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION INC RULES AND REGULATIONS

The following Rules and Regulations for Winter Ridge Condominium Homeowners Association, Inc. have been adopted at a duly noticed meeting, per Chapter 718, Florida Statutes, and the procedure set forth therein, and the Declaration of Condominium by the Winter Ridge Condominium Homeowners Association, Inc. ("Association"), Board of Directors effective with Board of Director approval December 12, 2017.

Every Unit Owner within the Winter Ridge Condominium Homeowners Association Inc., their tenants, guest and invitees, are governed by and must comply with the following Rules and Regulations which apply to the Association's Common Elements as well as privately owned Units, in addition to the deed restrictions contained in the Association's Declaration of Condominium.

POOL AND FACILITY USE

1. No lifeguard is on duty at the pool; swim at your own risk. Pool is open from dawn to dusk.
2. Persons under the age of 18 must be accompanied by an adult in the clubhouse and at the pool. Clubhouse is open from dawn to dusk with the exception of community events.
3. No running on pool decks, **NO DIVING or JUMPING** into the pool; **no profanity**.
4. Smoking at the pool is allowed only in the designated areas.
5. Proper attire is required to swim in the pool; i.e., bathing suit which modestly covers and protects swimmer. A solid white t-shirt may also be worn in addition to proper swim attire in the pool. Traditional street clothing, such as jeans, or undergarments may not be worn in the pool. Children wearing diapers must be in a swim diaper while in the pool.
6. No pets allowed on pool deck. Playing ball on the pool deck or in the pool is not permitted. Skateboards, scooters, bikes, hover boards, etc. are not permitted on the pool deck.
7. No food, glass containers of any kind, or alcoholic beverages are permitted on pool deck.
8. Keyfobs are required to access the pool complex. Residents are not to open the gates for anyone else. Residents who are observed opening the gates for other people, could lose pool/club access rights for 30 days. Residents are limited to four (4) guests at time. Keyfobs may be obtained through the Association's property management office.
9. No wet bathing suits or wet clothing allowed in the clubhouse at any time.
10. Unit owner or approved tenant who has been issued a keyfob or amenities pass must be present with all guests when guests are using the amenities: i.e. swimming pool and clubhouse, unless a guest pass is obtained in advance through the condo office.

ASSOCIATION COMMON ELEMENTS

1. When entering the community, lower music in your car. No one shall play or be permitted to operate a stereo, television, radio, or musical instrument in such a manner as to unreasonably disturb any other occupants.
2. As further provided herein, all automobiles shall be parked in the designated parking spaces. No boats, recreational vehicles, campers, motor homes, trailers, commercial trucks, non-licensed, or non-operational vehicles shall be permitted to be parked or stored anywhere in the community, including the parking spaces. Double/street parking is prohibited. There shall be no parking on the grass.
3. The speed limit in the community is 15 MPH.
4. Only two motorized vehicles allowed per unit parked in unit designated parking spaces. All vehicles MUST have a decal, or parking pass displayed at all times. Decals may be obtained through the Association's property management office and are to be placed at driver's upper windshield
5. There is no loitering or solicitation allowed on the property.
6. Owners, tenants and guests will not be allowed to use the amenities if the quarterly fees are not current on their unit. 90 days is considered delinquent.
7. Grills, bikes, skateboards, garbage, recycling bins etc. are not to be left in the yards, or on the common elements, or outside of a unit. Fire pits and chimeneas are not permitted.
8. Clubhouse and Pool community parking (commonly referred to as "overflow parking") is restricted to not more than five (5) consecutive days. Said vehicles will be subjected to towing. In addition, the following rules shall apply:
 - A. Any inoperable motorized vehicle, vehicles with signage, motor homes, campers, boats, boat trailers, RV trailers, tow trailers or vehicles larger than a one-ton van are not permitted.
 - B. Vehicles with expired or invalid license tag are not permitted.
 - C. Vehicles in violation of Rules A and B will be "noticed of violation" and given a maximum of 72 hours to correct the violation with a second and final notice. Vehicles not in compliance will be towed.
 - D. The owner of the towed vehicle will be responsible for all towing and vehicle storage fees in addition to any fines which may be assessed.
9. Any owner requesting a rental assignment of a boat slip shall submit a copy of the boat's registration, proof of insurance, description, make, year, and color of the boat to Board of Directors. Boats are not allowed to dock on shore. The Association shall not be held responsible or liable for any damages incurred by using the dock. Boats shall be removed from dock slips in the event of high wind/rough

water, tropical storm and/or hurricane forecast. Owners will be responsible for damages caused to dock and Association property if boat is not properly removed and secured.

10. Clubhouse may be reserved for private parties for up to 50 people except on holiday weekends. A rental fee of \$50 and a refundable \$50 security deposit will be required at the time of reservation. The use of the pool is not included in the rental of the clubhouse.

11. Common elements shall not be obstructed, littered, defaced in any manner, and shall be kept free from any rubbish, debris, or other unsightly materials to include recycle bins.

12. Vehicular traffic is restricted to paved areas only and unit owners, tenant or occupants may not cross over or onto non-paved areas with vehicles.

13. No skateboarding, bikes, or skates, hoverboards etc. shall be allowed on the shuffleboard court.

UNIT/LOT USE

1. Consistent with Article XIX, Section B 2, of the Declaration of Condominium, the Association's Board of Directors shall have the authority to approve and authorize (upon receipt of an application by an Owner) the Owner to install and maintain beyond the three (3) foot landscaping area of the respective Unit. All approvals from the Board shall be in writing. The Board does not have the authority to authorize any material alterations to the common elements aside from individual units. Landscaping shall not exceed the approved three (3) foot area, unless authorized by the Board of Directors in writing. All improvements and maintenance of any approved areas shall be to the satisfaction of the Board. The Board shall have the authority to require the Owner to take specific action as to the approved areas, which may include removal of all improvements. All costs and expenses of any such required action by the Board, including attorney's fees and costs, shall be the burden of the Owner. Any Landscaping is to be maintained by the Unit Owner and shall not be permitted to grow into the soffit of the Unit. No approval shall be given for planting of ivy or vines that attach to the blocks, stucco or trellis of the building. No Fichus, Eucalyptus, Cactus, Citrus, Oleander trees or bushes are permitted.

2. All displays or modifications are to be consistent to the other parcels and units in the Community, and unless expressly authorized by law, must be approved by the Board of Directors. All changes must be submitted to the Board of Directors for review **PRIOR** to any changes. Building Permits when required by law must be obtained by owner and properly displayed for inspection.

3. No signs are to be placed in windows of units or vehicles or on the outside of the units, except those as allowed per law, i.e. Chapter 718, Florida Statutes or permitted by the Board of Directors. For Sale/Rent signs are permissible but shall not be larger than 2x2 and shall be placed in the living room window of the unit.

4. Some pets are permitted but limited: no more than two (2) dogs or two (2) domestic cats or combination thereof for a maximum total of two (2) shall be permitted within the unit. Small, caged

birds are permitted as are aquarium-type fish. **All other pets must be approved by the Board of Directors.** Animals must be leashed at all times when outside the Unit. All animal litter must be picked up immediately. Residents shall be held liable for any damages to common property by their pets. No animal may be left leashed or tied outside unattended.

5. No window a/c units are allowed unless mounted in the back porch enclosure.

6. Storm shutters will be approved provided the color is white, beige/almond, or aluminum mill finish and the fastening aluminum strip be of the same color as the building when installed. Shutters and fasteners will only be installed during the threat of a hurricane and will be completely removed when the threat has passed. The approval is subject to the owner being responsible for any and all repairs necessitated or caused by the installation of such items.

7. Condominium Units including carports and porches shall be used only for residential purposes and shall be kept free from any rubbish, debris, or other unsightly material. Carports shall be kept clean and in good repair. All porches and lanais shall be kept in a neat and orderly fashion. Gutters shall be kept clean, free of plants and weeds; no mold growth or mildew will be allowed. Owners are responsible for all cleaning, maintenance, and repair of carports and back porches/lanais. Lanais shall not be used for storage visible from outside; lanai window treatments must be approved by the Board of Directors. Fire pits and chimeneas are not permitted on lanais.

8. Satellite dishes are permitted but shall not extend in height above fascia at the front or rear of unit. If satellite dish is installed in front of unit it must be three (3) feet inside the frontage of the unit and within three (3) feet of the building. Wire shall access the unit by a hole drilled into the wall as close to the slab level as possible going into the front door closet. The hole must be sleeved so that the cable can be passed through it and then sealed with the appropriate foam or caulking material. It is the unit owner's responsibility to keep said hole sealed so that nothing else may penetrate the wall. In the event that the satellite dish is installed in front of the unit the homeowner shall be responsible for maintaining all landscaping around the satellite dish and for maintaining the satellite dish itself.

9. Vertical or Horizontal blinds white in color, must be the window covering. Such blinds shall be kept in good repair.

10. No carpet shall be affixed to any walkway. No painting of any kind shall be done without express written authorization of the Board of Directors.

11. No storage or receptacles may be placed on limited common elements except the limited common elements starting with a "Y" designation, and then no storage shed or receptacle may exceed the height of the enclosed said area. All trash and garbage placed in the dumpsters must be contained in plastic bags or containers and securely tied. No furniture, oversized items, or horticulture may be placed in or around the dumpsters. Horticulture may be placed in the designated area at the northeast side of the complex. Furniture, mattresses, chairs, sofas, or other large items will be picked up every other month at the designated area. Notification of the pickup date will be posted on the bulletin boards. Dumpsters are emptied every Monday and Friday. Recycling is picked up every Friday and should be placed in the

recycling bin (currently blue in color) at curbside no sooner than evening prior to pick-up or early Friday morning. Pick up days and times are subject to change. Recycling bins are not to be outside during any other time.

12. No work shall be allowed on any vehicles at any time; Including maintenance, repairs and oil changes. Washing and cleaning of the vehicle is permitted.

13. No yard sales are permitted unless authorized by the Board of Directors.

14. Only furniture designated "outdoor" may be utilized outside.

RENTAL & PURCHASE RESTRICTIONS

1. Units newly-occupied by owner, tenant or occupant, once appropriate legal document (lease or deed) authorizing occupancy is provided to the Board of Directors, shall be orientated by the Association; a copy of the most current **Rules and Regulations** shall be provided to said new owners, tenants or occupants at the time of orientation. The owner or representative is responsible for providing current lease to include extensions or renewals with fourteen (14) days of previous lease expiration. Failure to comply may result in a fine.

2. No unit will be allowed to be rented unless all monetary obligations to the Association are current; copies of leases are to be provided to Association Board prior to move in.

3. If a unit is rented and the owner becomes delinquent, a letter will be sent to the owner demanding payment within 30 days. If payment is not received, the tenant will be notified to remit the rental payment to the Association, as expressly provided in Section 718.116, Florida Statutes, as may be amended from time to time. Once the total outstanding monetary obligations due to the Association are satisfied, the owner will receive any remaining proceeds and the tenant will be advised to no longer remit the rents due to the Association. If the tenant fails to remit the rental payments to the Association, the Association has a right to move forward with eviction efforts.

4. All rental and first time purchaser agreements are subject to approval following application through the Association's management company and payment of a nonrefundable \$100 fee. All rental agreements shall be on file with the Association. No unit shall be rented for less than three (3) months. Failure to follow these rules and approval process may result in fines to the owner and eviction of the tenant. New tenants must have a copy of their lease to obtain an amenities keyfob.

5. All permanent occupants of a unit who are over the age of 18 but who are not renting, nor party to any lease agreement, shall register with the Association management company. Registration shall include a nominal fee to be determined by the Board of Directors and the submission of the occupants name, date of birth, vehicle information, driver's license or other identification, and previous address.

FINE POLICY

1. The Association may levy a reasonable fine for failure of the owner or occupant of a unit to comply with any provision of the Declaration, the Bylaws, or Rules and Regulations of the Association. Fine will not exceed \$100 per violation per day, not to exceed \$1000 in aggregate. Owner will be given a single fourteen (14) day notice of violation and be given an opportunity for a hearing prior to a fine being levied. The hearing will be before the Fines committee with the board making the final determination of a fine. The Association through its Board of Directors will follow the guidelines set forth in Florida Statutes 718.303 paragraph (3) (b) before a fine will be levied.

PARKING & TOWING POLICY

1. Vehicles such as follow **SHALL NOT BE PARKED** within the Winter Ridge Condominium Association, except in areas designated by the Board of Directors and only with approval of the Board of Directors:

A. Inoperable vehicles and vehicles with expired or missing tags.

B. Owners, Tenants and occupants vehicles with commercial signage and or advertising are not permitted unless advertising is covered and/or permission from the Board of Directors is given.

C. Motorhomes, Campers, boats, trailers of any kind, and any vehicles exceeding 1 ton.

2. Each resident must park in one (1) of their two (2) assigned spaces and may not park in any other unit space (including "overflow parking) without written permission of that unit owner provided to the Board of Directors.

3. No vehicle length shall exceed the parking space, no double/street parking is permitted, no parking on the grass at any time.

4. Speed limit is 15MPH; All traffic signs must be followed and laws obeyed.

5. Vehicle violations must be corrected within a maximum of 72 hours to include a first and second notice placed on vehicle. If violation are not corrected within designated time frame vehicles will be towed with no further notice by.