

The Villas at Shadow Bay Condo Association

Revised Rules and Regulations

November 1988

As Amended January 1, 2005

These Rules and Regulations are provided pursuant to Article X of the by-laws of the Association, and have been revised August 2000, pursuant to Article XIV, of the by-laws of the Village of Shadow Bay Condominium Association, and shall be effective on the date stated in the rules and regulations, and if none is so stated, ten (10) days after the adoption of such rules at a properly noticed meeting of the Board and the sending of such rules to the members.

The Rules and Regulations hereinafter enumerated as to the Condominium Property, shall be deemed in effect until amended, modified or rescinded by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners and all occupants of the units. The unit owners shall, at all times obey such Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guest, invitee, permitted lessees and persons over whom they exercise control and supervision. The revised Rules and Regulations are as follows:

1) Building Appearance and Maintenance

- a) All sidewalks, hallways, stairwells and entrances that are part of the common elements must not be obstructed or used for any purpose other than ingress and egress. No personal property, may be left or stored in any such areas, either on a temporary or permanent basis. Unit owners may store their personal property, only within their respective units.
- b) No clothing, bedding, linens, beach towels, curtains, laundry or other articles shall be dried, aired or hung in any outdoor area, including the balcony, privacy fence or patios where such may be seen from outside the unit.
- c) Nothing may be shaken or hung from door windows, balconies or patios or any of the common elements. No personal property, other than plants or patio furniture, may be stored on or kept in any patio, balcony, or alcove area which can be seen from outside the unit, except in a neat and orderly manner as determined at the sole discretion of the Board of Directors.
- d) None of the common elements shall be altered, decorated or furnished by any unit owner or person without the specific, prior written approval and consent of the Board of Directors of the Association, upon architectural review and approval, according to said provision in the Declaration of the Condominium.
- e) All garbage or trash shall be properly placed in plastic bags and placed in appropriate collection containers located throughout the property, All appliances and furniture must be removed from the property site, and MAY NOT be placed in, or around the dumpsters or the collection areas.
- f) All unit owners shall keep and maintain the interior of their respective units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the unit.
- g) No unit owner shall make or permit any disturbing noises by himself, his family, or other occupants of his unit nor do or permit anything to be done by such persons what will unreasonably or unnecessarily interfere with the rights, comforts and convenience of other unit owners. No Unit owner shall play or permit to be played any musical instrument or operate or permit to be operated a stereo system, 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 forgoing from 10:00PM to 9:00AM each day. The board is requesting that noise complaints be forwarded for their information to the manager's office. Public statutory laws for those specific violations govern noise complaints that occur in the public segment of the complex. Internal noise complaints that occur within the contiguous units are considered civil matters and must be resolved accordingly. The board

is asking that all owners and residents respect each other by keeping noise at reasonable levels. Noise and vibration disturbances of any type are expressly prohibited by Article 10.1 and 10.4(c) of the Declaration of Condominium.

- h) The Association may allow installation of floor tiles in downstairs units, but to prevent excess noise and vibration from traveling from upstairs units to downstairs units, the Association hereby prohibits such installation in upstairs units, as such units are subject to noise complaints from downstairs residents. All non-carpet floor coverings existing in the condominium as of January 1, 2005 shall be permitted to remain without modification or removal unless and until the Association receives a written complaint from a resident adversely effected by noise or vibration problems which, in the opinion of the Board of Directors, are created or heightened by a Unit's floor covering.

In the event of such a complaint the Association may require the Owner of the Unit which is the sUbject of the complaint to dampen the sound and vibration sufficiently to eliminate the problem. The Association may require a corrective action involving a non-permanent modification to the floor covering if the Unit Owner can demonstrate that, as January 1, 2005,

1. The installation was done by the original developer, or
2. The installation was done with the Board's written permission, or
3. That the installation was in place at the time the Unit Owner purchased the unit.

In all other cases the Association may require corrective action of a permanent nature, including the removal or permanent covering a non-carpet floor covering.

Non-permanent sound and vibration dampening may be accomplished by installation of an adequate sound-dampening covering, such as a padded carpet of a type acceptable to the Board of Directors, or by other modification acceptable to the Board.

Permanent sound and vibration dampening may be accomplished without removal of the floor covering by installation of a padded carpet of a type acceptable to the Board of Directors that is permanently bonded to the existing floor covering.

- i) No signs, advertisements, notices or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the common element or any part of a unit which is visible from the exterior of the building by any unit owner or occupant.
- j) No flammable, combustible or explosive fluids, chemicals or substances including but not limited to barbecue grill, gasoline, propane and kerosene shall be kept in any unit or limited common area.
- k) Unit owners and persons in the building with their consent, permission or approval, express or implied, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or utility or telephone rooms of the building if any or tampering with irrigation clocks. Such areas shall be restricted to those persons specifically authorized by the association or by management agent in connection with maintenance, repair or operation of the building.

2) **Parking**

- a) Parking is not allowed on the grass, walkways, sidewalks or streets. All automobiles parking spaces shall be used solely and exclusively for that purpose. No barbecue or picnic activities shall take place. Parking shall be generally open. No unit owner or other person shall keep, park, store or leave boats, trailers, campers, recreation vehicles, commercial vehicles, inoperable motor vehicles, vehicles without proper licensing, abandoned vehicles or the like in any parking spaces or on the condominium at any time.

- b) All units shall be allowed only two parking spaces, within designated parking lots, for their personal vehicles. A recommended parking lot will be assigned to the resident consistent with the design of the community. In addition temporary "Visitor" passes shall also be provided each unit resident. These "Visitor" parking passes are for the express use of the vehicles of visitors at the residence. Abuse of this visitor pass privilege shall result in the revocation of the Visitor Pass for that unit/resident.
- c) Basketball hoops cannot be used, stored or placed on the condominium property. They cannot be placed in common areas, storage areas, placed in parking lots, or used within the common and limited common areas of the Association. The parking lots are for the sole purpose of parking and are not to be used as play areas by any resident or their children and guests.

3) **Occupancy of Units**

- a) Each unit is restricted to residential use by the owners or permitted lessees thereof, their immediate families and guests. No unit shall be occupied by more than two persons for each bedroom in the unit.
- b) The unit owner must furnish at least 48 hour written notice to the Association's management agent, or if none, the Board of Directors of the Association, of the names of persons who will occupy their unit and a copy of the lease agreement in acceptable form pursuant to the Eighteenth Amendment, paragraph 3.

4) **Management and Assessments**

- a) No unit owner or occupant shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association or any management agent employed by the Association. Complaint regarding the service of the condominium shall be made in writing to the management agent, as long as the Management Agreement remains in effect, and thereafter, to the Board of Directors of the Association.
- b) Payment of assessments and maintenance fees shall be made at to the office of the management agent, as designated from time to time. Payments made in the form of checks shall be made to the order of such party, as the management agent shall designate.

5) **Alteration of Condominium**

- a) Unit owners are specifically cautioned that their right, if any, to make any additions, change, alteration, or decoration the exterior appearance of any portion of the buildings or other condominium property, is subject to the provisions of the Declaration of Condominium.

6) **Declaration Controls**

- a) In the event of any inconsistency, or conflict between these Rules and Regulations, or any amendments thereof or additions thereto, and the Declaration, the Declaration shall control.

7) **Violations**

- a) In the event a unit owner or occupant of the unit is in violation of the Rules and Regulations, from time to time adopted by the Board of Directors of the Association, and after notification by the Board of Directors, continues to violate such Rules and Regulations; such unit owner shall pay the costs and expenses, including reasonable attorney's fees and court costs of legal proceedings brought to enforce the violated Rules and Regulations; provided that the party seeking to enforce the Rules and Regulations has been successful in the litigation.

8) **Additional Rules and Regulations**

- a) The Board of Directors of the association reserves the right to make additional Rules and Regulation as may be required from time to time, and to amend, modify, and rescind the present Rules and Regulations, all without the consent of the Association members. Such

amendments or modifications shall be as binding as all other Rules and Regulations previously adopted.

9) **Pool and Spa Rules**

- a) No animals are allowed in pool, spa or on deck.
- b) No food or drink in pool, spa, or on deck. Glass containers of any type are strictly forbidden.
- c) Shower before entering pool or spa.
- d) Bathing load is 17 persons for the pool...
- e) Pool and spa hours are 9:00AM to dusk..
- f) Infants are not allowed in the pool unless accompanied by an adult, and the infant is wearing a waterproof diaper that contains all fluids and solids, not 'pampers'
- g) Adults are not allowed to 'rinse off' their children in the pool after changing their diapers.
- h) The pool and club house areas are for the sole purpose of the quiet use of the pool and social assembly. No games or sports of any nature are permitted within the pool and club house areas.