



## RULES AND REGULATIONS OF SUMMER HOUSE

Pursuant to the authority vested in the Board of Directors of SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM ASSOCIATION, INC. (the "Association"), the following rules and regulations of Summer House in Old Ponte Vedra Condominium (the Condominium") have been adopted by the Board of Directors of the Association (the "Board") to govern the use of the Condominium Property ("Condominium Property") as defined in the Declaration of Condominium.

**GENERAL POLICY.** These Rules and Regulations are established pursuant to the Declaration in order to promote enjoyment of the condominium by the residents and to promote the value of homes in the condominium. The quality of the condominium lifestyle depends on group effort and cooperation. Courtesy and an awareness of the sensitivities of others are of paramount importance.

As residents you are expected to exercise appropriate restraint, moderation, tolerance and consideration in your conduct and living habits since they may affect your neighbors. Likewise, you should expect reciprocal consideration from your neighbors. Therefore, please observe the well-known Golden Rule; that is, be as considerate to your neighbors as you would like them to be considerate of you.

The Declaration of Condominium for Summer House in Old Ponte Vedra, and the Bylaws contain restrictions relating to the ownership of units and occupancy by residents at Summer House in Old Ponte Vedra. The following Rules and Regulations serve to supplement those restrictions and are not intended to modify or limit them. It is suggested that you keep the Declaration, Bylaws, the Rules and Regulations as well as other communications from the Association in a convenient location for future reference.

**ENFORCEMENT.** All violations of these rules and regulations shall be reported immediately to a member of the Board, an Association officer and/or the management agent. The Board's determination shall be dispositive in the event of any disagreements concerning violations, including without limitation, disagreements regarding the proper interpretation and effect of these rules. In the event that any person, firm, or entity subject to these rules and regulations, fails to abide by any documents governing the Association, as they are interpreted by the Board, such person, firm, or entity shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations., which fining shall be in accordance with Section 718.303, Florida Statutes. If the Board deems it necessary, it may bring action at law or in equity in the name of the Association to enforce these rules and regulations, including any provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall, in addition, be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations.

**PROHIBITION OF DAMAGE, NUISANCE AND NOISE** Nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expense.

The dwelling Units in the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors, and ceilings. As a result, noise and vibration may be detectable between Units or between Units and Common Elements. Therefore, an owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.

Furthermore, destructive or offensively activity shall not be carried on within the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owners Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

No Owner or Occupant or agent of such Owner or Occupant shall do any work which, in the reasonable opinion of the Association's Board of Directors or its designee, would jeopardize the soundness or safety of the condominium or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their mortgagees.

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or destruction caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

**USE OF LIMITED COMMON ELEMENTS AND BALCONIES.** Except as otherwise provided herein, the use of Limited Common Elements assigned to the Units is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

Balconies. Objects over forty-two (42) inches in height, bicycles, and/or motor bikes, laundry garments, towels and objects other than potted plants and patio furniture, except as may be authorized by the Board, shall not be placed on a balcony. Objects shall not be permitted to hang over or be attached to any exterior balcony wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of the balcony wall. Penetration of the surfaces of a balcony wall or floor is prohibited. Enclosure of a balcony is also prohibited unless done by the Developer. As used herein, "enclosure" shall mean the permanent enclosure of a balcony into the heated and cooled space within the boundaries of a unit.

Nothing shall overhang or be mounted to the balcony rail including flower boxes and decorative adornment. No decorative adornment, including patio furniture, should extend above the height of the balcony rail. Only patio furniture may regularly be stored on the balcony.

No Unit Owner shall display, hang, or use any signs, clothing, sheets, blankets, laundry or other articles outside his or her Unit, or which may be visible from the outside of the Unit (other than draperies, curtains or shades of a customary nature and appearance in the light neutral colors). Items which are not permitted to overhang windows, doors or balcony include, but are not limited to window sized air-conditioning units, linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or any articles.

**GRILLING.** The use of outdoor grills on any portion of the Condominium Buildings, is prohibited, including but not limited to gas, electric, charcoal, barbeque and hibachi grills; provided, however Owners and Occupants are permitted to use grills located on the Common Elements that were provided by the Developer or the Association, if any.

**LEASING.** The board shall have the power to make enforce reasonable rules and regulations regarding leasing of Units (provided that, any changes to the leasing provisions of Sections XVI(G)(2)(i) and XVI(G)(2)(ii) shall require an amendment to the Declaration in accordance with Article VI of this Declaration) and to levy fines in accordance with the Declaration and Bylaws in order to enforce the provisions of this Section and of the rules and/or regulations issued pursuant to this section. “Leasing,” for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit shall be governed by the following provisions:

**Notice.** At least seven (7) days prior to entering into the lease of a residential Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The board shall approve or disapprove the form of said lease. In the event the lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease into compliance with the Declaration and any rules and regulations adopted pursuant thereto.

**General.** A Residential Unit may not be leased to an individual who is less than twenty-one (21) years old. Residential may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Residential units or assignment of leases without prior Board approval. All leases must be for an initial term of not less than nine (9) months, except with written Board approval, which shall not be unreasonably withheld in cases of hardship. Within ten (10) days after executing a lease agreement for the lease of a Residential unit, the Owner shall provide the board with a copy of the lease the name of the lessee and all other people that will be occupying the Residential Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Rules and Regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board’s approval or disapproval shall be limited to approve or disapprove a proposed lease provided that, such approval or disapproval by the Board shall be given within seven (7) after the Board’s receipt of the proposed lease and; provided further, that in the event that the board does not give its approval or disapproval in a timely fashion, such lease shall be deemed approved. Notwithstanding the above, this subparagraph shall not apply to the leasing of Units owned by the Association or to the leasing of the Non Residential Unit.

**Board Resolution Regarding Leasing**

Unit owners who have rented their units and not registered the tenancy with Property Management, including but not limited to the completion of the Summer House Tenant Document Package and the presentation to Property Management of a key to the unit, shall be charged an administrative charge of \$100 for the gathering of such information and key, and shall further incur a fine of \$100, in addition to the Rental Fee of \$50 which shall accompany the presentation of the Summer House Tenant Document Package. Property Management is instructed to strictly enforce this resolution.

**Board Resolution Regarding Short Term Rental Policies**

The rental of any unit for a period of time less than nine (9) months is prohibited. Property Management is directed not to approve rental agreements for periods of time less than nine (9) months. Offering, advertising or permitting the offering or advertising of, through any medium including but not limited to the internet, a unit rental for a period of time less than nine (9) months shall incur a fine of \$100. Unit owners shall also incur a fine of \$100 per day for each day that any unit is advertised for lease for less than a nine (9) month period, actually rented for compensation under any agreement, written or oral, which does not specify an initial term of at least nine (9) months. Extensions or renewals of existing leases agreements with an initial term of at least nine (9) months are exempt from these requirements. Reviews appearing on short term rental websites shall be presumptive evidence of an actual rental for compensation.

**MOVING.** Occupants of units shall be allowed to move-in or move-out only on the days and times pursuant to regulations adopted by the Board of Directors. Notwithstanding the above, there shall be no moving in or out of Units between the hours of 8:00pm and 7:00am.

**OBSTRUCTIONS.** There shall be no obstruction or cluttering of the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, stairways, decks, balconies or vestibules, or other Common Elements or areas. Fire exits, including stairways and walkways, throughout the Condominium Property shall remain clear at all times.

**DESTRUCTION OF PROPERTY.** There shall be no marking, marring, damaging, destroying, or defacing of any part of the Condominium Property. Unit Owners shall be held responsible for, and shall bear any expense of such damage caused by the Unit Owner, his family, guests, lessees and/or invitees.

**GUESTS.** All guests must comply with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time.

**ACCESS DEVICES OR CODES.** The Association shall at all times have access to each Unit in the Condominium. No Unit Owner shall change existing access devices or codes or install additional locks unless the Association is given access thereto.

**AUTHORIZED PERSONNEL.** Only authorized personnel are permitted to enter upon roofs, equipment rooms or power rooms.

**MINORS.** Minors are not permitted to consume alcohol anywhere within the Condominium Property. The legal drinking age within Florida is twenty-one (21). Violators will be immediately evicted from the Condominium Property, if guests or renters, and face the possibility of prosecution.

**LAUNDRY.** No laundry, clothing or other material shall be hung or displayed on the balcony or porch of any Unit or within a Unit in a manner which is visible from the outside.

**SMOKING.** Smoking is prohibited within the Common Elements of the Condominium.

**FIREARMS AND FIREWORKS.** The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

**PETS.** No Owner or Occupant may keep any animals on any portion of the Condominium except as expressly permitted in this Section. An Owner or Occupant may keep no more than two (2) dogs and/or cats per Unit and a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each (including by way of example, but not limitation, fish gerbils and small bird(s)).

No Owner or Occupant may keep breed or maintain any pet for any commercial purpose, and no structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written approval by the Board of Directors. No pets are allowed on any portion of the Common Elements excepts for the designated dog walk area, if any; provided, however, an Owner or Occupant may walk a pet across the Common Elements to reach such dog walk area, if any, or to enter or exit the Condominium Property. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control or a responsible person at all times while on the Common Elements; provided, however, pets need not be leashed within balconies when attended by a person; provided further than such pets shall not create a nuisance to other Unit Owners. Pet litter left by pets upon the Common Elements or in any dog walk area must be immediately removed by the owner of the pet or the person responsible for the pet.

No Potbellied pigs, snakes, pit bull dogs, rotweillers, doberman pinchers or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a

nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping and maintaining such pet within the Condominium.

**Board Resolution Regarding Emotional Support Animals**

WHEREAS, for the convenience and well-being of all Owners, the Board wishes to establish rules and regulations to allow the Board to determine if a reasonable accommodation is appropriate for emotional support animals that are currently prohibited by the declaration:

NOW, THEREFORE, BE IT RESOLVED THAT the following policies be added and adopted by the Board:

**I. DEFINITIONS**

- A. **“ESA”, Emotional Support Animal**, is a companion animal (pet) that a medical professional says provides some benefit for a person.
- B. **Prescription**: an instruction written by a medical practitioner that authorizes a patient to be provided a medicine or treatment.
- C. **Reasonable Accommodation**: an adjustment, not imposing a disproportionate or undue burden, made in a system, in a particular instance, to accommodate or make fair the same system for an individual based on a proven need.
- D. **Proof of Insurance**: a document used to provide information on specific insurance coverage.
- E. **Service Animal**: an animal, typically a dog, that has been specifically and extensively trained and certified to assist a person who has a disability. This resolution does not apply to Service Animals.

**II. REQUIREMENTS AND RESTRICTIONS**

Any owner or owner's family, tenant, guest or invitee who is prescribed an ESA not permitted by the Declaration of Condominium, shall comply with the following procedure:

Thirty (30) days prior to bringing the prescribed animal onto the Condominium property owned by Summer House in Old Ponte Vedra Condominium Association, as described and recorded in the public records of St. Johns' County Florida, the person seeking approval from the Board of Directors shall provide all the following documents:

- 1. An original prescription from and executed by a Florida Licensed Medical Professional detailing:
  - a. the nature and extent of the asserted disability;
  - b. the limitation on a major life activity of the patient;
  - c. the role of the animal and a description of how the animal is necessary to afford the patient the equal opportunity to use and enjoy a unit at Summer House Condominiums;
  - d. the reasonable accommodations necessary to facilitate the proper functioning of the prescribed animal; and
  - e. a full description of the prescribed animal indicating, breed, color, age, size and weight.
  - f. Alternatively, a fully completed Summer House ESA Request Form executed by a Florida Licensed Medical Professional, as such Form may be amended from time to time.
- 2. A photograph of the prescribed animal.

3. A certificate of insurance indicating that the prescribed animal is insured, naming Summer House in Old Ponte Vedra Condominium Association Inc., as an additional insured with respect to liability.

4. A sworn statement from the animal's owner regarding all past instances of aggression or violence toward other animals or people, including a statement whether the animal has ever been deemed "aggressive" or "dangerous" under state or local law.

Following the submission of the above described documents, the Board of Directors shall have Twenty-One (21) days to approve or disapprove the requested accommodation. The Board of Directors shall have the sole discretion to approve the request for an accommodation, including the right, but not the obligation, to waive certain requirements and add additional requirements as called for by each situation.

After approval of a Reasonable Accommodation, the Board of Directors retains the ability to rescind the approval of the Reasonable Accommodation if in the sole discretion of the Board of Directors the accommodation of the animal is no longer reasonable. In rescinding the accommodation, the Board of Directors can consider the behavior of the animal and the opinion of a Florida Licensed Medical Professional. If an accommodation is rescinded, the animal must be removed from Summer House within 48 hours.

### **III. RULE**

Summer House recognizes that it has an obligation to enforce the Declaration and follow the law. As such, the purpose of the rule is to balance the needs of those who are prescribed an ESA and, to preserve the rights and expectations of those owners who purchased units under the restrictions outlined in the Declaration. In the event the Board of Directors approves a Reasonable Accommodation, the owner of an ESA must also comply with the following existing rules, unless part of the Reasonable Accommodation granted by the Board of Directors:

1. The animal must not be brought onto the pool deck area or summer kitchen as required the St. Johns County Health Department.
2. All animal feces must be immediately removed by the owner and the area must be properly cleaned and restored.
3. No animal shall be permitted on or in, the Tennis Courts, Fitness Center, Movie Theater, Pool, Summer Kitchen, and wet deck areas.
4. The owner of the ESA shall be in full control of the animal at all times.

### **IV. FINES & FEES**

Residents who fail to comply with this resolution will be given forty-eight (48) hours' notice to cure or remove the offending animal, except immediate removal may be undertaken by the Association, owner/resident, animal control or sheriff if the animal presents a danger to any person or other animal within the community. Failure to comply may result in a monetary fine of up to \$100.00 per day as well as legal fees incurred as a result.



**SIGNS.** Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Developer related to the development and sale of Units, no signs, advertising posters, political postcards or billboards of any kind shall be erected, placed or permitted to remain on the Condominium Property without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six inches (6”) by six inches (6”) in size may be displayed from within a Unit. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

Signs related to business activities in Units may be erected only with the prior written approval of the ARC, which shall not be unreasonably withheld. The Owner of the Non-Residential Unit shall be permitted to erect signs identifying the business on the exterior of said Units or on or adjacent to the interior windows of said Units with the approval of the ARC; provided, however, such signs shall comply with relevant zoning ordinances.

**Board Resolution Regarding Commercial Activities**

Except as specifically authorized by the Declaration of Summer House in Old Ponte Vedra Condominium, no commercial signage, advertising, business cards or other similar materials shall be permitted to be displayed on the Common Elements or the Limited Common Elements of the Condominium Property, including but not limited to the Clubhouse. The intent of this resolution is that Common Elements and Limited Common Elements shall not be used to endorse, by implication or otherwise, commercial activities or providers. Property Management is instructed to strictly enforce this resolution with respect to all commercial enterprises, whether or not they supply services to Summer House or its residents.

**FLAGS.** Notwithstanding the provisions of Section XVI(E)(1) or Article IX, any Owner may display one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11<sup>th</sup> and Veterans Day, may display in a respectful way portable, removable official flags, not larger than four and one-half (4 1/2) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

**RUBBISH, TRASH, AND GARBAGE.** All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in trash dumpsters or compactors. Rubbish, trash and garbage shall be disposed of in sealed bags and either placed in the trash dumpsters or compactors, or proper receptacles designated by the Board for collections, or removed from the Condominium Property.

**Board Resolution Regarding Rubbish and Trash**

Unit owners who violate and unit owners whose tenants violate the following provisions of the Declaration shall incur to a trash removal administrative charge of \$50 to be levied on each occurrence of such violation, provided that no two such violations shall be on consecutive days: “No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in trash dumpsters or compactors. Rubbish, trash and garbage shall be disposed of in sealed bags and either placed in the trash dumpsters or compactors, or proper receptacles designated by the Board for collection, or removed from the Condominium Property. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Unit.” Property Management is instructed to strictly enforce this resolution

**Board Resolution Regarding Bulk Items**

Bulk items (non household trash) may not be disposed of in the compactors or left beside the compactors or elsewhere on common property. The fine for violating this rule shall be \$100 and the violator shall be additionally responsible for the cost of disposal.

**UNSIGHTLY OR UNKEMPT CONDITIONS.** The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium

Property. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Unit.

**GARAGE SALES.** Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board.

**WINDOW TREATMENTS.** All windows in Residential Units must have window treatments. The color of all window treatments visible from outside the Residential Unit must be white or off-white. Bed sheets shall not be used as window treatments. All window treatments shall be subject to disapproval by the Association, in which case they shall be removed and replaced with acceptable items.

**ANTENNAS AND SATELLITE DISHES.** Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium Property, including the Unit or Limited Common Elements; provided, however that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Unit Owners

No transmission antenna, of any kind, may be erected anywhere on the Condominium Property, including the Units, without written approval of the Board of Director or the ARC.

No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium Property, including the Units and the Limited Common Elements.

In the event of transfer of the Unit which includes a satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the Rules and Regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

#### **PARKING.**

**WHEREAS**, the governing documents of Summer House Condominium Association, Inc. provides the Board of Directors ("**Board**") authority use its powers and duties necessary for the administration of affairs of Summer House Condominium Association Inc., and

**WHEREAS**, the governing documents of Summer House Condominium Association, Inc. provides the Board authority to create, adopt and amend reasonable Rules and Regulations, and

**WHEREAS**, the governing documents of Summer House Condominium Association Inc. provides the Board authority to regulate the use of Common Elements, and

**WHEREAS**, the governing documents of Summer House Condominium Association, Inc. provides that vehicular parking in General Common Elements shall be regulated by the Board, and

**WHEREAS**, the governing documents of Summer House Condominium Association, Inc. provides the Board authority to enforce the Declaration, By-Laws and Rules and Regulations of the Unit owners against any Owner or Occupant.

**It is therefore resolved**, this May 2011, that the following policy and procedure be adopted and implemented for Parking Rules for Summerhouse Condominium Association, Inc. to be incorporated into the Rules and Regulations of the Summerhouse Condominium Association, Inc.

1. The surface parking spaces located within the Common Elements of Summer House are for the exclusive use of the Homeowners, Tenants, permanent residents of Homeowners or Tenants of Summer House, ("**Residents**") and their guests and families and those having business with the Association and/or Residents. (Section XV1 (1) of the Declaration of Condominium)
2. At this time, parking is unassigned, but the Board of Directors of Summer House reserves the right to assign parking space(s) at its sole and absolute discretion. (Section XV1 (1) of the Declaration of Condominium)



3. All vehicles owned by Residents must be registered with the Association. Failure to register the vehicle with the Association will result in the vehicle being towed or booted. (Section A under General.)
4. All motor vehicles permitted under this subsection may be parked only in designated, lined parking spaces or other areas authorized by the Board. (Section XV1 (4) of the Declaration of Condominium)
5. No motor vehicle permitted shall be parked in violation of any posted sign. (Section XV1 (4) of the Declaration of Condominium)
6. All permitted motor vehicles operated by Residents living in Summer House must have appropriately placed parking decals. (Section A under General)
7. All handicap designated parking space requests will be accompanied by a letter from the Registry of Motor Vehicles as per the ADA guidelines and kept on file at Property Management Office. (Section A under General)
8. By acceptance of a deed to a unit, each Owner acknowledges and agrees that any parking space may be relocated at any time, and from time to time, by the Board to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility, including without limitation the Fair Housing Act and the Americans with Disabilities Act. (Section XV1 (3) of the Declaration of Condominium)
9. Disabled vehicles are prohibited from being parked on the Summer House Common Elements. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or it is obviously inoperable. (Section XV1 (5) of the Declaration of Condominium)
10. Boats, trailers, jet skis and trailers, panel trucks, buses, and trucks with load capacity of one (1) ton or more are prohibited from parking at Summer House. Commercial Vans (excluding vans used by handicapped persons, mini-vans, or sport utility vehicles used as passenger vehicles and receiving a "car" or passenger vehicles classification by the FDOHS) are not allowed. Recreational vehicles (RV'S and motor homes) and vehicles used primarily for commercial purposes and vehicles with any form of commercial writing on their exteriors are not allowed to be parked on Summer House property. Sheriff's vehicles, Marshals or Police officer's vehicles marked as such may be parked at Summer House. Motorcycles and motor scooters are allowed to be parked at Summer House. For sale, signs on cars or other vehicles and junk cars are prohibited. (Section XV1 (6) of the Declaration of Condominium)
11. The pursuit of hobbies or other activities, including , but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which tend to cause disorderly, unsightly, or unkept conditions shall not be pursued or undertaken on any part of the Condominium Property. This includes any routine car maintenance. (Section XV1 (R) of the Declaration of Condominium)
12. The vehicle registration must be valid at all times and a copy kept at the Property Management office. No permitted motor vehicle shall remain on Summer House property if license tag has expired. (Section A/B under General)
13. Washing and cleaning of vehicles may only be undertaken in the washing area designated on the Golf Side (west side) of the Summer House property, adjacent to the compactor.
14. If you are an owner and do not live on property and are leasing your unit you are not permitted to park a vehicle on the property overnight without Board approval. (Section XV1 (6) (2) of the Declaration of Condominium)
15. Only front-end parking is permitted in the Common Elements of the Summer House property surface parking areas. (Section A under General)
16. Parking decals cannot be exchanged. (Section A under General)

### GENERAL

Each Resident will be issued one (1) parking decal per registered vehicle with the Property Management office of the Association and one (1) guest pass. A guest pass is to be used by a guest of Resident and not to be considered long-term parking permits. The guest pass must be clearly dated from the arrival date and will not be issued for more than 15 days. Overnight guests require a pass. Anyone who is on the property on a regular basis, i.e., cleaning company, home health care also needs a guest pass. The Property Management office must be notified of a guest by stopping by the Property Management office, calling or emailing the office to notify Management of the guest.

The Resident parking decal must be placed in plain view, in the left hand corner of the back windshield of the vehicle. Guest pass must be displayed in plain view on the inside mirror of the automobile. All vehicles must be parked front end so that the decals or guest pass are in clear view of Property Management or Agent of the Condominium.

Residents are responsible for informing their guests of the Rules and Regulations of the Summer House Community Association. All guests must comply with the covenants, terms, conditions and restrictions of the Declaration and with all Rules and Regulations adopted by the Association from time to time.

#### **A) REGISTRATION OF PERMITTED MOTOR VEHICLES**

To register a vehicle the following documents are required as proof of authorize usage and process is required:

- Proof of unit ownership and/or a valid approved lease per the Association's Rules and Regulations. Property Management will make a copy of the document to be kept on file.
- Valid vehicle registration, Lease Agreement if vehicle is leased, Rental Agreement if renting vehicle. Property Management will make a copy of the document to be kept on file.
- Valid vehicle insurance certification card. Property Management will make a copy of the document to be kept on file.
- Residents will be given a copy of, and be required to sign receipt of, Summer House Rules and Regulations and the Use and Restrictions of the Declaration of Condominiums, Section XV1, at the time of vehicle registration. A copy of these documents will be provided to you for reference and safekeeping.
- Current contact phone numbers will be required.

#### **B) ENFORCEMENT**

##### **Scope of Enforcement**

- Any vehicle that is parked in violation of these Rules and Regulations shall be deemed to be parked without permission of the Association and subject to enforcement as provided herein. Any vehicle parked on the common elements or in a reserved parking space without permission is subject to immediate towing or booting at owner's sole expense and risk.
- Residents shall be responsible for the conduct of their guests, tenants, contractors and as it pertains to the Parking Rules and Regulations.
- Owners of vehicles that are not permitted in the Common Elements in Summer House may contact the Property Management office to obtain local areas that provide additional parking space and storage.

### **Enforcement Procedures**

- Parking space violations may be reported and received by the Property Management Office in writing during clubhouse hours: Monday- Friday 8:30am - 5:00pm; Saturday and Sunday 12:00am-5:00pm. However, actions cannot be taken until Administrative Office business hours: Monday-Friday 9:00am to 5:00pm.
- At anytime the Board has the right to immediately tow a vehicle without notice and at its sole discretion. (section XVI (8) of the Declaration of Condominium)
- If a vehicle is parked in a fire lane, is blocking another vehicle, is obstructing flow of traffic, is parked on any grassy area, is parked in a parking space which is assigned as exclusively serving another unit or otherwise creates a hazardous condition, no notice shall be required and the Board or the agent of the Association may have the vehicle towed or booted immediately at owner's sole expense and risk. (Section XVI (7) of the Declaration of Condominium)
- If a vehicle is towed or booted in accordance with this Section, neither the Association nor any officer or Agent of the Association shall be liable to any person for any claim of damage as result of the towing or booting activity.
- Notwithstanding anything to the contract herein, the Board may elect to impose fines or use other available sanctions rather than exercise its authority to tow or boot.
- These Rules and Regulations are enforceable 24 hours a day, 7 days a week.

### **C. VOIDING AND REPLACEMENT OF PARKING DECALS**

- No exchanges of parking decals to new residents.
- If a Homeowner leases their unit to a Tenant a new parking decal must be issued with a copy of approved lease per the Association's Rules and Regulations and other requirements as stated in Section A, Registration of Permitted Motor Vehicles.
- A parking decal becomes null and void if unit is sold. Parking decal shall be removed and destroyed. The new Resident will be issued a new parking decal.
- A parking decal can be exchanged without charge for a new parking decal if it becomes damaged.
- Any duplication or facsimile of the original parking decal will be considered counterfeit and the vehicle will be subject to towing and additional penalties.

#### **Board Resolution Regarding Parking**

Parking on the Condominium Property by vehicles that do not display a Summer House Parking Sticker or Guest Parking Pass shall be subject to towing without notice at all times, subject to the following exception: Trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements and after normal business hours in case of emergency. Parking on the Condominium Property by commercial vehicles or vehicles with commercial writings, which display a Summer House Parking Sticker or Guest Parking Pass, shall not be allowed after 6 p.m. on weekdays and shall not be allowed at any time on weekends and holidays. Unit owners whose vehicles or whose tenants' vehicles are in violation of this rule shall be charged an administrative charge of \$100 for the gathering of such information and shall be fined \$100 for each occurrence of such parking violation, although no two such violations shall be on consecutive days. Following the assessment of two such fines within any calendar year, such a vehicle may be towed following the placement of a 24 hour notice thereon. Property Management is instructed to strictly enforce this resolution.

#### **Board Resolutions Regarding Long Term Parking Authorization**

Property Management is hereby authorized to allow long term parking [vehicle storage] by any owner who submits a fully documented, signed request on a form which includes, at a minimum, the information, representations and authorizations included in the form attached hereto. Property Management is hereby authorized, at its discretion and from time to time, to designate, and alter the designation of, certain parking

spaces on the property for long term parking purposes. Tenants shall not be authorized to park vehicles under the terms of this Long Term Parking Authorization. The Board of Directors may, irrespective of any prior authorization of long term parking hereunder, rescind any particular authorization at its discretion.

#### **10. REPLACING CARPET WITH TILE OR HARDWOOD FLOORS.**

Other than the Developer, no Owner, Occupant or any other person may replace carpeting with tile, marble, vinyl, hardwood floor or other hard surfaced flooring material, on the interior of a Unit which is located above another Unit without first obtaining written approval of the Developer or the ARC, as applicable, as set forth in Article IX. Among other factors, the Developer or the ARC, as applicable, may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

1)The Owner applying for such approval shall provide the Developer or the ARC, as applicable, with the information regarding these factors, as well as other information requested by the Developer or the ARC regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of the Developer or the ARC, as applicable. Notwithstanding the above, at least seventy five (75) percent of the Unit (excluding kitchen and bathrooms) shall be carpeted unless the flooring is sound proofed so as not to exceed the noise level in Units with carpeted floors.

##### **Board Resolution Regarding ARC Requests for Floor Replacement**

Submitted ARC requests seeking to change flooring type in units above the first floor shall describe the exact flooring, underlayment and/or other products to be used along with the STC and IIC rating for each product. As a rule, the ARC Committee shall seek to ensure STC and IIC ratings at a minimum level of 50 but shall not be compelled to approved products and/or construction meeting that minimum standard but rather shall seek, in its sole discretion, to endure the highest sound ratings practicable under the particular circumstances taking into account, among other factors, the location, subfloor type, building product types, and the type of existing flooring and previous noise complaints or lack thereof. The ARC Committee shall not approve bedroom flooring consisting of material other than padded carpet.

**10. COMPLIANCE WITH DOCUMENTS.** All members and every lessee, guest or visitor of a member, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the Bylaws.

**11. RULE CHANGES.** The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order for the Condominium Property and to assure the comfort and convenience of Unit Owners.

## CLUBHOUSE POOL AREA

1. HOURS OF OPERATION FOR POOL: In accordance with Florida statutes, the pool shall be open from dawn to dusk. Use of the pool before dawn or after dusk is prohibited. Summer hours for dusk is 9:00 P.M.; i.e. pool hours = 9:00 A.M. to 9:00 P.M. Eastern Standard Time.
2. There will be **no lifeguard on duty at any time**. All persons using the pool swim at their own risk. It is also **strongly recommended that no one use the pool alone**.
3. The pool is for residents only. Each resident may sponsor guests as follows: two (2) per number of bedrooms in residence; i.e. 1 bedroom = 2 guests; 2 bedroom = 4 guests; 3 bedroom = 6 guests. Any number of guests over the limit must reserve the facilities with a security deposit, or at the discretion of the Amenities Committee or Resident Services.
4. All persons utilizing the pool must wear a bathing suit at all times (shorts, cutoffs and thong-style suits are not permitted in the pool).
5. Infants or toddlers wearing diapers must also wear a swim diaper to use the pool.
6. Tubes, floats and other similar pool toys are permitted in the pool, but they must not interfere with other persons using the pool at the same time, or they must be removed.
7. No persons using the pool or surrounding areas may engage in any unsafe activities, including diving, running, horse playing, Frisbee playing, or other noisy activities in the pool area.
8. No glass of any kind is permitted in the pool area. All beverages in the pool area must be in non-breakable containers.
9. Children under the age of 16 must be accompanied and under the direct supervision of a responsible adult at all times while in the pool area.
10. In the pool area, listening to radios and other media players require the listener to use earphones.
11. Food and Beverages are only permitted in the following areas for Golfside: at the dining tables near the grill area – Beachside: area at the bar area or the dining tables located on the south end of the pool. **No food and/or any drinks are permitted in the water.**
12. Wet swimwear is NOT permitted in the clubhouse, fitness center, pub room and/or movie room.
13. Pets are not permitted in the pool area and/or clubhouse areas, except for seeing-eye and/or hearing-assisted dogs.
14. The Management Office and its Board of Directors may limit the number of people using the pool on seasonal high usage days or holidays for the safety of the residents.
15. No smoking is allowed in the pool area.
16. The pool may be closed at any time due to weather, equipment failure or other circumstances.
17. The Management Office has the right to enforce the use of the sign-in sheet.
18. No wearing of wet swimsuits or wet clothing, wet towels or pool toys are permitted in the clubhouse area.

19. All persons utilizing the bathroom and changing areas must adhere to safe and sanitary practices at all times.
20. Changing from bathing or exercise attire to regular attire is permitted ONLY within the bathroom and changing areas.
21. No towels, personal care items, wet clothing or any other items are permitted overnight in the bathroom and changing areas. If you bring it in with you, it must leave with you.

#### **FITNESS CENTER RULES**

1. All persons utilizing the exercise room must be properly attired in sneakers or exercise-type footwear, shorts, shirt or other appropriate exercise attire.
2. Children under the age of eighteen (18) must be accompanied and under the direct supervision of a responsible adult while in the exercise room.
3. All persons utilizing the exercise room equipment must have a towel to wipe their perspiration off of the equipment when they are finished exercising.
4. Pets are not permitted in the exercise room area.
5. No one under the influence of alcohol or drugs is permitted in the exercise room area or its surrounding and/or common areas.
6. Smoking and food is not permitted. All drinks must be in a closed container. Limit of two (2) guests.

#### **BILLIARD ROOM RULES**

Residents/Guests must be a minimum of eighteen (18) years of age to enter the billiard room, or be accompanied by an adult. Smoking is not permitted. Children under the age of eighteen (18) must be accompanied by a responsible adult when entering the billiard room. Use of **billiard table** is limited to 3 hours (unless no one is waiting), and, again, personnel will check the condition of the room before they leave.

#### **PICNIC/GRILL AREA**

Resident and/or guests must be a minimum of eighteen (18) years of age to use the grills. The grill area should be cleaned after each use. Garbage should be disposed of properly.

**THE PRIVILEGE OF USING THE FACILITIES IS AVAILABLE ONLY TO OWNERS, GUESTS, LESSEES, RESIDENTS AND INVITEES WHO ARE IN GOOD STANDING WITH THE HOMEOWNERS ASSOCIATION; THIS INCLUDES BUT IS NOT LIMITED TO, BEING CURRENT WITH ASSESSMENTS AND HAVING NO VIOLATIONS OF ASSOCIATION RULES ON FILE.**

**ENFORCEMENT**



**The use of the clubhouse by owners, their guests or lessees is a privilege extended to these individuals by the Association. Violation of the clubhouse rules and regulations will result in a appropriate and immediate enforcement action by the Board of Directors.**

Unit owners are completely responsible for the actions of themselves, their family members, guests and lessees. Enforcement actions by the Board of Directors will be against the responsible **OWNER**.

The Board of Directors are empowered and authorized to assess fines, suspension of clubhouse access privileges or any other action deemed appropriate, in their sole discretion, for violations of the clubhouse rules and regulations.

Fines, suspensions or other enforcement actions by the Board of Directors will commensurate with the type, severity, and/or frequency of the violation cited.

Unit owners will have a complaint form available to them, upon request, for the purpose of lodging a complaint or allegation of a violation of the clubhouse Rules and Regulations, or for bringing to the attention of the Board of Directors any other concern or issue. The Board of Directors will review all complaints properly submitted and received, and take remedial or enforcement actions as necessary.

Any person who accesses or attempts to access the clubhouse without permission to do so, or any person who refuses to leave the premises when asked to do so by the Management Office, a Board Member or their designee, may be charged with TRESPASSING.

**ALL OF THESE RULES AND REGULATIONS SHALL APPLY TO ALL UNIT OWNERS, GUESTS, LESSEES, RESIDENTS AND INVITEES. THE BOARD OF DIRECTORS SHALL BE PERMITTED (BUT NOT REQUIRED) TO GRANT RELIEF TO ONE OR MORE UNIT OWNERS FROM SPECIFIC RULES AND REGULATIONS, UPON WRITTEN REQUEST, CAUSING AN UNDUE HARDSHIP THAT HAS BEEN INVESTIGATED BY THE PROPERTY MANAGER AND RECOMMENDED TO THE BOARD.**