RULES AND REGULATIONS FOR LAKE RIDGE VILLAS NORTH AT FLEMING ISLAND PLANTATION CONDOMINIUM ASSOCIATION, INC.

The definitions contained in the Declaration of Condominium of Lake Ridge Villas North at Fleming Island Plantation, a Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations. All references to Owners in these rules shall also include residents.

- 1. The walkways, entrances, driveways, patios, terraces, porches, courts, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the building(s) and the other portions of Lake Ridge Villas North at Fleming Island Plantation.
- 2. The exterior of the Homes and all other areas appurtenant to a Home shall not be painted, decorated or modified by any Owner in any manner without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
- 3. No article, including but not limited to clothing, rugs or mops shall be hung or shaken from the doors, windows or Lanais of the Home or placed upon the outside window sills of the Homes without the prior consent of the Board.
- 4. No bicycles shall be permitted on the Lanais.
- 5. No satellite dishes shall be permitted on any Lanai or to be placed in any windows of the Home or to be permanently or temporarily attached or fixed to any portion of the Home's exterior structure. At the request of the Association, as a courtesy, the Owner shall submit a property improvement request to the Architectural Review Board in order to obtain the requirements of an acceptable installation. Satellite dishes may only be installed in accordance with Section 17.9 of the Declaration.
- 6. Flags may be displayed, but only in accordance with Section 718.113(4) of the Act, as amended by Chapter 2003-23, Laws of Florida.
- 7. No personal articles shall be allowed to stand on any portion of the Common Elements.

- 8. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Homes or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners.
- 9. Each Owner shall keep such Home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance.
- 10. Hurricane or other protective devices visible from outside a Home shall be of a type approved by the Master Association. Panel, accordion and roll-up style hurricane shutters, if approved, may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed or opened within ten (10) days after the cessation of a hurricane watch or warning or as the Master Association may determine.
- 11. Each Owner who plans to be absent from his Home during the hurricane season must prepare his Home prior to his departure by:
 - (a) Removing all furniture, potted plants and other movable objects from his porch or patio, if any; and
 - (b) Designating a responsible firm or individual satisfactory to the Association to care for his Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.
- 12. In order to preserve the beauty of the Condominium, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Condominium Property, or its common elements, except when stored inside the Owner's Garage wrapped in tied plastic bags with no noxious or offensive odors emanating therefrom and to be kept in containers intended for such purpose until such time it can be promptly deposited with precision into the garbage collection facility located at the front of the community near the vehicle entrance. Informational placards are displayed at the garbage collection facility which includes instruction on the proper use of the trash compactor. The following restrictions shall apply:
 - (a) No household furniture of any kind including but not limited to mattresses, bed rails, dressers, couches, chairs, etc.
 - (b) No household appliances of any kind including but not limited to dishwashers, ranges, refrigerators.

- (c) No constructional debris resulting from an in Home remodel or major repair.
- (d) No hazardous material waste of any kind.
- 13. The Garbage Collection Facility and its surrounding area shall be kept in a clean, orderly condition and is restricted to the disposal of common everyday household garbage, trash, refuse or rubbish and is not intended to be used as a dumping area for uncommon waste as stated in the previous paragraph. Due to the misuse of the garbage collection facility area video surveillance has been put in place to assist the Association in addressing any violators and to assess any necessary fines. Information for the proper disposal of the items can be obtained from the following resources:
 - (a) Visibly displayed placard located at the Garbage Collection Facility.
 - (b) Owner may contact Property Management at (904) 278-2338 or visit the Lake Ridge Villas North community website at www.lakeridgevillasnorth.com
- 14. No Owner shall request or cause any employee or agent of the Association to do any private business of the Owner, except as shall have been approved in writing by the Association.
- 15. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Home at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case, access is deemed permitted regardless of the hour.
- 16. No vehicle or other possessions belonging to an Owner or to a member of the family or guest, invitee or lessee of an Owner shall be positioned in such manner as to impede or prevent ready access to another Owner's parking space. The Owners, their family members, guests, invitees and lessees will obey the parking regulations posted in the parking areas and drives, and any other traffic regulations promulgated in the future, for safety, comfort and convenience of the Owners.
- 17. Except in an emergency, an Owner shall not cause or permit the blowing of any horn from any vehicle of which Owner or Owner's family member, guests, invitees or lessees shall be occupants.
- 18. No Owner shall use or permit to be brought into the Home any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra

hazardous to life, limb or property, except as may be necessary in connection with a permitted use of a patio, if any.

- 19. No Owner shall be allowed to put a mail receptacle, name or street address on any portion of his Home, except in such place and in the manner approved by the Association for such purpose, which approval shall be based on aesthetic grounds within the sole discretion of the Board.
- 20. Any damage to the Condominium Property or equipment of the Association caused by any Owner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Owner.
- 21. Each Owner shall be held responsible for the actions of his family members, guests, invitees and lessees.
- 22. Food and beverage may not be prepared or consumed, except in the Home or in such other areas as may from time to time be designated by the Board. Grilling or barbequing shall be permitted on the Lanais.
- 23. Complaints regarding the management of the Condominium Property or regarding actions of other Owners shall be made in writing to the Association.
- 24. An Owner shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his Home so as to be visible from the Common Elements, or in any public way.
- 25. A Home Owner is permitted to keep up to two (2) dogs or two (2) cats in his or her Home. However, under no circumstances will pit bulls, German shepherds, Rottweilers or Doberman Pinschers be permitted on any portion of Lake Ridge Villas North at Fleming Island Plantation. Additionally, no horses, cows, pigs, swine, goats, chickens, pigeons or any such animals, foul or reptiles shall be kept in Lake Ridge Villas North at Fleming Island Plantation. Any pet authorized by the Board must be carried or kept on a leash when outside of a Home. No pet shall be kept on a leash when outside of a Home. No pet shall be kept on a leash when outside of a Home or in any screened porch or patio, unless someone is present in the Home. A Home Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Home Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in Lake Ridge Villas North at Fleming Island Plantation. If a dog or any other animal becomes obnoxious to other Home Owners by barking or otherwise, the Home Owner, upon written notice by the Association, will be required to remove the animal from the Condominium Property. No

birds or exotic pets such as snakes and reptiles shall be permitted on any portion of Lake Ridge Villas North at Fleming Island Plantation.

- 26. No clothesline or other similar device shall be allowed on any portion of the Common Elements or Lanais.
- 27. No boats, boat trailers, recreational vehicles, house trailers or motor homes shall be placed, parked or stored within Lake Ridge Villas North at Fleming Island Plantation. No maintenance or repair shall be done upon or to any such vehicles. The Association shall have the right to authorize the towing away of any vehicles in violation of the foregoing with the cost to be borne by the Owner or violator.
- 28. An Owner shall not install any screen doors, roll-ups, storm shutters, awnings, hardware or the like without the prior written approval of the Board as to the design and color and, in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any such items which have been previously installed at the time Board approval is requested. Board approval, however, does not and shall not be construed to constitute approval or conformance with the county or city buildings codes. It shall be the responsibility of each Owner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.
- 29. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.
- 30. The procedure for enforcing these Rules and Regulations shall be as follows:
 - (a) <u>First Offense (1st Notice)</u>

When the Association becomes aware of noncompliance of a rule or regulation by an Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Owner advising him of the rule which he has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) <u>Second Offense (2nd Notice)</u>

If a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Owner by certified mail.

(c) <u>Third Offense (3rd Notice)</u>

If a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following a determination in accordance with the procedures set forth in these Rules and Regulations.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

(e) <u>Exemptions</u>

Any Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on the grounds undue hardship or other special circumstances.

31. An Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent assessment that the payment is late. Any payment received by the Association shall be applied first to any costs and reasonable attorney's fees incurred in collection, then to any interest accrued by the Association, then to any administrative late fee, and then to the delinquent assessment.

- 32. Before levying a fine against an Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:
 - (a) Afford the Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:
 - (i) A statement of the date, time and place of the hearing;
 - (ii) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and
 - (iii) A short and plain statement of the matters asserted by the Association.
 - (b) Provide an opportunity to the Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association. If the Committee does not agree with the fine, the fine may not be levied.
- 33. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.
- 34. The Owners should refer to the Use Restrictions contained in Article 17 of the Declaration which are binding upon all Owners.
- 35. These Rules and Regulations may be modified, added to or repealed at any time by the Association.
- 36. With regard to meetings of the Board of Directors of the Association and meetings of the Members of the Association (collectively referred to herein as "Meetings"), the following rules shall apply:
 - A. The Right of Owners to Speak at Meetings

An Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

- 1. The Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Owner has spoken.
- 2. The Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Owner.
- 3. The Owner may speak only on matters specifically designated on the agenda.
- 4. The Owner may speak only once at a Meeting.

B. The Right of Owners to Tape Record or Videotape Meetings

An Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

- 1. The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.
- 2. The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.
- 3. The Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

By Resolution of the Board of Directors of Lake Ridge Villas North at Fleming Island Plantation Condominium Association, Inc.