

**RULES  
&  
REGULATIONS**

FOR

THE RESIDENCES AT WINDWARD PASSAGE  
CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS  
OF  
THE RESIDENCES AT WINDWARD PASSAGE, A CONDOMINIUM

These are Rules and Regulations for THE RESIDENCES AT WINDWARD PASSAGE, a Condominium, created by the Declaration of Condominium of THE RESIDENCES AT WINDWARD PASSAGE, a Condominium (the "Declaration"). Wherever a term defined in the Declaration is used herein, such term shall have the same meaning as defined in the Declaration. The Declaration provides that the affairs and operation of the Condominium shall be conducted by The Residences at Windward Passage Condominium Association, Inc., (the "Association") and provides that the Association may make and promulgate Rules and Regulations governing the use of Units and Common Elements which shall be binding upon each Owner of a Unit and each Occupant of such Unit, including the Owners, their relatives, guests, tenants, invitees or other Occupants (all herein generally referred to as the "Occupants").

1. Pets:

The keeping of a pet in the condominium is allowed, provided, however, that it is clearly understood that the keeping of a pet at THE RESIDENCES AT WINDWARD PASSAGE, is a conditional license subject to revocation. The maintaining of a pet in the condominium is subject to the following standards and guidelines:

(a) There shall be no more than two household pets in a unit, which shall be limited to dogs or cats, which pets must be registered with the Association.

(b) There shall be no breeding or maintenance of household pets for commercial purposes.

(c) Pets are not to become a nuisance or annoyance to other Occupants in the condominium.

(d) Fish or caged domestic (household-type) birds may be kept in Units subject to these Rules and Regulations, and no reptiles or wildlife may be kept in or about the condominium property.

(e) Unit Owners must curb their pets and pick-up and dispose of all solid waste of their pets.

(f) Dogs and cats shall not be permitted outside of a unit unless attended by an adult and on a leash of not more than six (6) feet long. No pet shall be allowed on or about any recreational facilities of the condominium.

(g) No pets shall be allowed on a balcony or terrace of a Unit when the Unit is not occupied. In the event there is a violation of the aforementioned Rules and Regulations regarding pets, or those provisions regarding pets contained in the Declaration, the Association shall be entitled to all its rights and remedies, including, but not limited to, the right to fine Unit Owners and the right to revoke the conditional license to have a pet in the condominium, and may require the Owner to remove the pet permanently from the condominium property.

## 2. Common Elements:

The following rules and regulations shall apply with respect to the Common Elements and Limited Common Elements:

(a) Except for name plates of uniform size and design approved by the Board of Directors, no Unit Owner shall cause any signs to be posted or affixed to any of the Common Elements or any Unit in which such sign may be seen from the Common Elements, except as reserved to the Developer. Owners and Occupants may display tasteful, seasonal door wreaths on their Unit doors, provided no nails, screws, or other fasteners, which would penetrate the door surface are used.

(b) No Occupant may make or permit any disturbing noise on the condominium property, whether made by himself, his family, friends, guests or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or other conveniences of other Occupants.

(c) Disposition of garbage and trash shall be made only in the trash chutes, or in receptacles supplied by the Association. All garbage and trash must be placed in suitable bags and such bags shall be securely tied.

(d) No clothing, bedding, laundry or other articles shall be shaken or hung from any of the windows, doors or other portions of the Common Elements.

(e) No Owner or Occupant shall commit or permit any nuisance, immoral or illegal act in his Unit or in the Common Elements.

(f) All common walkways, balconies and terraces, lobbies and hallways shall be kept free for their intended use by the Unit Owners in common, and shall in no event be used as storage areas by the individual Unit Owners, either on a temporary or permanent basis. No door mats shall be allowed in common walkways, except for those of a size, shape and design as approved by the Board of Directors.

(g) All terraces or balconies must be kept neat and orderly. Tasteful, temporary holiday decorations may be displayed from terraces or balconies except that nothing may be attached or hung from the balcony railings. Any other items must have the written permission of the Board of Directors of the Association.

(h) Electric grills only are permitted on balconies or terraces.

(i) Unit Owners, their families, guests, invitees or lessee, shall in no way deface, mar, alter, repair or replace any part of the Common Elements, and in such event they shall be liable for damages thereto.

(j) No exterior antenna shall be permitted on the condominium property except as approved by the Association Board of Directors, provided that the Association or Developer shall have the right to install and maintain a community antenna, radio, and television cables and lines, and security and communication systems.

(k) Smoking is prohibited in all indoor areas of the Common Elements, except outdoor areas designated for smoking.

(l) The feeding of birds is prohibited on the condominium property, except for birds that are household pets within a Unit.

(m) Soliciting is strictly forbidden. It is requested that Owners or Occupants notify the Association if a solicitor appears and the Associations shall have the right to take appropriate action.

### 3. Pool:

(a) Anyone using the pool facilities will comply with all local health regulations which specifically include taking a shower before entering the pool.

(b) Bathers must remove suntan lotion, creams, hair pins, lotions, powders, etc., before entering the pool.

(c) No breakable containers are permitted around the pool area and no food or drink may be consumed within the pool area.

(d) There shall be no running or shouting or boisterous games played within the pool area.

(e) Children under 16 years of age are not permitted within the pool area unless accompanied by the child's parent or guardian or an adult designated by the parent or guardian who is and shall remain responsible for the children.

(f) No pets shall be allowed in the recreational areas of the condominium, including, but not limited, to the pool area.

(g) Persons using the pool area are not guarded and all persons using these facilities do so at their own risk.

(h) Pool deck furniture shall be covered with a towel when using suntan lotion or oil.

(i) Deck furniture is not to be removed from the pool area.

(j) No substance such as soap or shampoo may be used in the pool.

(k) Incontinent persons or children not toilet trained must wear protective garments to contain waste before entering the pool.

(l) No radios or other sound producing equipment may be utilized in a manner that is an annoyance or nuisance to other owners or their guests.

(m) No diving shall be permitted in the pool area at any time.

#### 4. Parking/Vehicles:

No boats, trailers, campers or vehicles larger than a passenger automobile shall be permitted upon the Condominium Property without the approval of the Board of Directors of the Association, and any such boat, trailer, camper or vehicle larger than a passenger automobile that is not authorized, may be removed by the Association at the expense of its owner for storage or public or private sale at the election of the Association, and the Owner thereof shall have no right or recourse against the Association for any action so taken; provided, however, that commercial vehicles shall be permitted upon the Condominium Property for the purpose of delivering goods and services to the Association and to Owners and Occupants. A vehicle larger than an automobile will be permitted if it can be parked in the parking space assigned to an Owner and is the only vehicle used by the Occupants of such Owner's Unit for basic transportation. No repairing of automobiles, trailers, boats, campers or other motor vehicles shall be permitted upon the Condominium Property.

All vehicles shall be parked only in the parking spaces so designated for that purpose by the Association. Only one vehicle may be parked in a space and shall not extend beyond the boundaries of the parking space. If a parking space is reserved for a particular Unit, then that designation may be by a separate letter or an appropriate marking of the parking space or spaces for said Unit. After the Association has assigned a space to an Owner, only the Occupants of said Owner's Unit shall be permitted to utilize said assigned space. Each Owner shall notify all Occupants of the regulation regarding parking, and all Occupants shall abide by said parking regulations.

#### 5. Units:

(a) All Unit Owners shall keep and maintain their respective Units in good condition and repair.

(b) No Occupant may play or suffer to be played any musical instrument, radio, television, mechanical or electrical equipment in any manner which interferes with the television or radio reception of another unit or in any manner which disturbs or annoys the Occupants of another unit.

(c) No Occupants shall decorate any part of a Unit or the development so as to change the appearance of the Unit or the condominium building from the exterior. This precludes the painting of any balconies, illumination of the exterior of a building, display of objects upon balconies, patios or railings or exterior window sills or ledges, unless approved by the Association in writing or authorized elsewhere in these rules and regulations.

(d) All draperies, blinds or other window treatments visible from the exterior of a Unit shall be in a white, off white, light beige or other color approved by the Association Board of Directors. No Unit shall have any aluminum foil placed in any window or glass door and there shall be no reflective or tinted substance placed on any glass, and there shall be no unsightly materials placed in any window or glass door which is visible from the exterior, unless approved in writing by the Association Board of Directors. In the event of a violation of the provisions of this subsection, the Association Board of Directors may require that the offending material be removed.

6. Move-In:

Occupants moving into a Unit are required to arrange for the move in with the Association so as to insure that the common element areas are not unreasonably withheld from use by other unit owners. Each Owner is responsible for disposing of any excessive waste or material, such as boxes and papers utilized in the moving and in the event the Association is required to pay any additional trash disposal fee because of said waste material, then said additional charge must be reimbursed by the Unit Owner.

7. Roster: The Association shall maintain a roster of owners for the convenience of Owners and for security purposes. All Occupants and Owners are to furnish the following information to the Association to be included in the rosters:

- (a) A true copy of the recorded Deed or other instrument evidencing title of the owner to a Unit.
- (b) The telephone number of a Unit, if any.
- (c) The business address and telephone number where the Owner may be reached during normal business hours.
- (d) The forwarding address and residence telephone number whenever the Owner or resident is out of town.
- (e) The make, model, serial number and license number of all automobiles to be parked at the development.
- (f) The breed, size, color, age and name of any pets in the Unit.

8. Compliance and Enforcement.

Every Owner and Occupant shall comply with these rules and regulations as set forth herein, and any and all rules and regulations which may be, from time to time, adopted, as well as the provisions of the Declarations, Articles of Incorporation and Bylaws of the Association as amended from time to time. Individual Owners may give notice to the Association of any violation of these Rules and Regulations, which notices must be in writing, giving dates, times and particulars of the rule being violated. Failure of an Owner or Occupant to comply with said rule or rules shall be grounds for an action which may include, without limitation, an action to recover sums due to damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a reasonable fine or fines may be imposed upon an Owner, Occupant, licensee or invitee for failure to comply with any provision of the Declaration or Bylaws, or reasonable rules of the Association, provided the following procedures are followed:

Notice: The Association shall notify the Owner or Occupant of the infraction or infractions. Included in this Notice shall be a time and date of the next Board of Directors meeting, at which time the Owner or Occupant shall present reasons why penalties should not be imposed.

Hearing: The non-compliance shall be presented to the Board of Directors, after which there shall be a hearing before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

Fines: A fine may be imposed against the applicable Unit Owner, Occupant, licensee or invitee, up to the maximum amount of \$100.00 per incident, (or such greater amount as may be permitted by law from time to time).

Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after notice thereof is given shall be deemed a separate incident, one (1) for each day of such continuation, provided that no such fine in the aggregate shall exceed \$1,000.00, (or such greater amount as may be permitted by law from time to time).

Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

Non-Exclusive Remedy: These fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or Occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or Occupant.

The failure or delay of the Association to act or to take any particular action in the case of a violation of the Rules and Regulations shall not be deemed to be a waiver.

#### 9. Antennae And Satellite Dishes:

(a) Unit owners are permitted to have a video antennae device or DBS Satellite Dish in accordance with the Federal Communications Commission (FCC) rules governing Over-the-Air-Reception-Devices (OTARD) and these regulations. No dish may exceed eighteen inches (18") in diameter. Diameter is measured across the widest part of the dish or any other video antennae device.

(b) The Dish must only be installed on a balcony or on the balcony railing or within the unit. It is prohibited to install the Dish or device on outside walls of the building, outside window sills or other common elements or on the balcony railing.

(c) The Dish or device must be secured in such a manner that it will not become dislodged.

(d) The Dish or device must meet the technical requirements of having a clear, unobstructed view of the Southwestern sky in order to receive the signals necessary for viewing television programming. The Dish or device may not be installed in any way so as to extend beyond the outside of the balcony or balcony railing for the purpose of positioning the Dish or device to receive a clear unobstructed view of the Southwestern sky.

(e) In compliance with the FCC's OTARD rules the Association advocates that unit owners have such Dish or device installed by a professional installer. Installation should include the use of a Flat Link or Glass Link cable as the connecting device that will permit the closing of doors while at the same time permitting transmission of the video signal.

(f) In accordance with the FCC rules and regulations regarding the illegal use of inside cable wiring and signal leakage, and in accordance with the compliance restrictions imposed by the Association's current video (cable) operator; the cable extending from the Dish, device or Dish set top receiver shall not be connected to any existing cable outlets or external cable access boxes in the unit or elsewhere on the premises.

#### 10. Hurricane Shutters:

All hurricane shutter installations must be of the "roll down" type, match the color of the building exterior as closely as possible and have white frames and valance. Installation must be scheduled through the Association office.

#### 11. Association Meetings, Inquiries and Records Inspections:

(a) Each Owner may speak to each agenda item at a member's meeting, Board of Directors meeting or committee meeting for up to three minutes.

(b) Unit Owners are restricted to one written inquiry of the Association in any thirty (30) day period. The communication must only address only one specific item and shall be delivered by certified mail on one side of an 8 ½" x 11" sheet of paper in legible type or printing. Any additional items will be responded to in subsequent thirty (30) day periods. Responses will be governed by Florida Statute 718.

(c) Unit Owners are restricted to no more than one request for record and/or document inspection per month to be delivered in writing on one side of an 8 ½" x 11" sheet of paper in legible type or printing to be delivered by certified mail. The Board of Directors will schedule a period of no more than three (3) hours per month at which records will be available for inspection and copying at the Condominium Management Office. No records are to be removed from the premises. No copying is to be done by Condominium personnel. No research is to be required from Condominium personnel. Copies are to be charged at the rate of 25 cents per copy. Response to requests is to be governed by Florida Statute 718.

12. Developer Rights:

UNTIL THE DEVELOPER OF THE CONDOMINIUM HAS COMPLETED ALL THE CONTEMPLATED IMPROVEMENTS AND CLOSED THE SALES OF ALL OF THE UNITS, NEITHER THE OWNERS NOR THE ASSOCIATION, NOR THE USE OF ANY UNIT OR THE COMMON ELEMENTS SHALL INTERFERE WITH THE COMPLETION OF THE CONTEMPLATED IMPROVEMENTS AND THE SALE OF THE REMAINING UNITS. THE DEVELOPER MAY MAKE SUCH USE OF UNSOLD UNITS, ACCESS WAYS AND THE REST OF THE DEVELOPMENT AS MAY FACILITATE THE COMPLETION AND SALE, INCLUDING, BUT NOT LIMITED TO, THE MAINTENANCE OF A SALES OFFICE AND MODEL, THE SHOWING OF UNITS AND THE DISPLAY OF SIGNS.

13. Boat Slip Area: The following Rules and Regulations shall apply to the Boat Slip Area:

(a). Use: Only pleasure or recreational boats or vessels powered by motor or sail, in seaworthy condition and under their own power, may be docked or moored in the Boat Slip Area. The use of the Boat Slip Area for any commercial purpose is prohibited. Without limitation, no vessel docked within the Boat Slip Area shall be used for the purpose of operating a charter boat business therefrom. The use of the Boat Slip Area is restricted to Owners, their guests, invitees, employees, lessees and authorized service personnel.

(b). Maintenance and Repair: Routine maintenance is permitted in the Boat Slip Area and vessels are required to be kept in good operating condition. Repair work other than routine maintenance must be conducted in an area other than the Boat Slip Area.

(c). Use of Sanitary Facilities: The use of sanitary facilities on all vessels within the waters of the Boat Slip Area is expressly prohibited.

(d). Docking/Boat Lifts: Owners of Units to which the exclusive right of the use of a Boat Slip has been assigned as a Limited Common Element appurtenant to said Unit, shall be entitled to install boat lifts and/or davits in their particular Boat Slip Area, as approved by the Boat Slip Committee and the Condominium Association, which approval shall not be unreasonably withheld. The style, type and construction of boat lifts and davits shall be required to conform to uniform standards established by the Association Board of Directors. If a Unit Owner fails to properly maintain any boat lift, davits or other improvements installed in their assigned Boat Slip Area, then the Association, after proper notice, may perform said maintenance and assess the Unit Owner for the cost of the maintenance so performed.

Owners are solely responsible for the proper docking of their vessels and are required to maintain docking lines in good condition, which are sufficiently strong to secure their vessels at all times. In the event an owner fails to provide adequate docking lines at any time, the Association may replace the same and assess the Owner for all costs incurred. Owners are required to keep all rigging taut while a vessel is docked to prevent unnecessary noise from wind.

(o). Feeding of Birds: The feeding of seagulls and other birds is prohibited within the Boat Slip Area.

(p). Operation of Vessels: All vessels shall be operated within the Boat Slip Area in a safe, seamanlike manner and all "No Wake" zones shall be observed at all times.

(q). Compliance with the Law: Vessels and boats docked within the Boat Slip Area shall comply with all applicable City, County, State, Federal and International laws, ordinances and regulations pertaining to the operation, seaworthiness and cleanliness of such vessels or boats.

(r). Limitation and Liability: Each Owner and their guests, invitees, employees, lessees and authorized service personnel using the facilities of the Boat Slip Area, assume all risk of loss or damage to any vessel or other property owned by the Owner. The Association shall have no liability or responsibility whatsoever thereof and shall have no responsibility for maintaining any liability or casualty insurance thereon.

#### 14. Cumulative:

These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all Owners and Occupants even if not specifically so stated in portions thereof. 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 therefore, and good cause shown in the sole opinion of the Board.