

RULES AND REGULATIONS FOR THE CORTEZ, A CONDOMINIUM

The definitions contained in the Declaration of Condominium for the Cortez, a Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations ("Rules").

All references to Unit Owners in these Rules shall also include family members, guests, invitees and lessees of such Unit Owner. These Rules supersede and replace any previous rules.

1. The walkways, entrances, drives, parking spaces, entrance breezeways, concrete pads, 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 The Cortez. Skateboarding is expressly prohibited in breezeways, sidewalks in front of the buildings, and parking lots.
2. The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated or modified by any Unit Owner/Renter 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 Board. All draperies, curtains, shades or other window or door coverings installed within a Unit which are visible from the exterior of the Unit or other portions of The Cortez shall have a white backing unless otherwise approved in writing by the Board.
3. No article, including, but not limited to, cloth, clothing, rugs or mops shall be hung or shaken from the stairways, entrance breezeways, balcony/lanais, doors, or windows of the Units or placed upon the outside window sills of the Units. Smokers and grills using gas, propane, or charcoal are not permitted on any concrete pad or balcony/lanai. Only furniture, electric grills, and decorative items are permitted on balcony/lanais. No bicycles, TVs, radios, freezers, etc. shall be permitted on the entrance breezeways or balcony/lanais. No satellite dishes shall be permitted on any balcony/lanai or in any window.
4. No personal articles shall be permitted on any portion of the Common Elements.
5. No Unit Owner/Renter shall make or permit any noises that will disturb or annoy the occupants of any of the Units or to permit anything to be done which will interfere with the rights, comfort or convenience of other Unit Owner/Renters.
6. Each Unit Owner/Renter shall keep their Unit 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. Cleaning of the lanai/balcony shall be done in a manner so as not to allow water to drip or run off the lanai/balcony, i.e., a wet mop and not a hose.
7. Each Unit Owner/Renter who plans to be absent from his or her Unit during the hurricane season must prepare his or her Unit prior to such Unit Owner/Renter's departure by removing all furniture, potted plants and other movable objects from his or her lanai/balcony, and

by designating a responsible firm or individual satisfactory to the Association to care for the Unit should the unit suffer hurricane damage.

8. No Unit Owner/Renter shall place or dump any garbage, trash, refuse or other materials on any portion of the Condominium Property except for the enclosed dumpsters provided for this purpose. All garbage, trash, refuse or rubbish must be placed in bags or other appropriate containers and placed in the trash facilities provided by the Association.

9. Water closets and other water apparatus in the Units or upon the Common Elements shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Unit Owner responsible for same.

10. No Unit Owner/Renter shall request or cause any employee or agent of the Association to do any private business of the Unit Owner/Renter, except as shall have been approved in writing by the Association.

11. The agents and employees of the Association and any contractor or worker authorized by the Association may enter any Unit at any reasonable hour of the day for the purposes permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Unit Owner/Renter, 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.

12. No vehicle or other possessions belonging to a Unit Owner/Renter shall be positioned in such manner as to impede or prevent ready access to another parking space. The Unit Owner/Renters must obey the speed limit and parking regulations posted by the Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Unit Owner/Renters.

13. Except in an emergency, a Unit Owner/Renter shall not cause or permit the blowing of any horn from any vehicle.

14. A Unit Owner/Renter shall not cause or permit excessive radio noise from any vehicle while on condominium association property.

15. No Unit Owner/Renter shall use, store, or permit to be brought into the Unit, balcony/lanai, or garage any flammable oils or fluids, such as gasoline, kerosene, propane, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with the ordinary and permitted use of the garages, if any.

16. No Unit Owner/Renter shall be allowed to put a mail receptacle, name or street address on any portion of his or her Unit. Temporary decorative items may be hung on the front entrance doors of units. Entrance door welcome mats are allowed in the breezeways.

17. There shall be a \$25.00 lock-out charge if the Association is requested to furnish keys for access to a Unit Owner/Renter who has locked himself/herself out of his/her Unit.

18. Any damage to the Condominium Property or equipment of the Association caused by any Unit Owner/Renter shall be repaired or replaced at the expense of such Unit Owner.

19. Each Unit Owner who leases his/her unit shall provide the Property Manager with the name of the rental agency and a copy of the lease agreement. Each lease agreement shall include a copy of the condo rules and regulations. Each unit owner who leases his/her unit shall maintain a copy of these Rules in the leased unit along with the one page summary visible in the Unit. Each Unit Owner shall be held responsible for the actions of his or her family members, guests, invitees and lessees.

20. Food and beverage may not be prepared or consumed, except in the Unit and balcony/lanai, in the outdoor kitchen/bar area, or in such other areas as may from time to time be designated by the Board.

21. Complaints regarding the management of the Condominium Property or regarding actions of other Unit Owner/Renters shall be made in writing to the Association.

22. A Unit Owner/Renter shall display no sign, advertisement or notice of any type on the Common Elements, other portions of condominium property, or in or upon his or her Unit so as to be visible from the Common Elements, or any public way, without the prior written consent of the Association by its Board in accordance with the provisions of the Declaration. Professionally prepared signs may be displayed on vehicles. No trade, business, profession or any other type of commercial activity shall be carried on in the Units or garages, provided, however, a Unit Owner may use a room within a Unit as an office for conducting personal business if such personal business does not require contact at the Unit with customers or clientele of the Unit Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Unit.

23. Unit Owner/Renters are permitted to keep up to three (3) domestic pets (dogs, cats, birds) in his or her Unit without the prior written permission of the Board; however, under no circumstances will horses, cows, pigs, swine, goats, chickens, pigeons, snakes or any such animals, fowl or reptiles be permitted in The Cortez. Unit Owner/Renters must carry or control pets on a leash when outside of a Unit. No pet shall be kept in any lanai/balcony unless someone is present in the Unit. A Unit Owner/Renter shall immediately pick up and remove any solid animal waste deposited by his or her pet. Feral cats may not be fed. The Unit Owner/Renter 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 The Cortez. If a dog or any other animal becomes obnoxious to other Unit Owner/Renters by barking or otherwise, the Unit Owner/Renter thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner/Renter, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property.

24. No clothesline or other similar device shall be allowed in any portion of the Condominium Property or Common Elements. Clotheslines within a Unit shall be concealed from view from all portions of The Cortez.

25. Parking upon the Condominium Property shall be restricted to the garages and designated parking areas within the Condominium Property. Boats are not permitted to be parked in

automobile spaces or anywhere on the common area of the Property with the exception of the Boat Slips. No parking on the streets (unless designated) or swales is permitted. No Unit Owner/Renter shall keep any vehicle on the Condominium Property which is deemed to be a nuisance by the Association. No Unit Owner/Renter shall conduct repairs taking more than twenty-four (24) hours (except in an emergency) or restorations of any motor vehicle, or other vehicle upon the Condominium Property. No commercial vehicle, trailer, boat or boat trailer may be parked or stored on the Condominium Property. No RV, bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Condominium Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to a Unit Owner/Renter. The Association shall have the right to authorize the towing away of any vehicles which violate the Declaration or these Rules, with the costs to be borne by the Unit Owner/Renter or violator. All local, county, and/or state police and/or sheriff's departments, are authorized to ticket and/or tow any vehicle that is unlawfully parked, at the vehicle owner's expense.

26. A Unit Owner/Renter shall not install any screening, roll-ups, storm shutters, awnings, hardware or the like without prior approval of the Board.

27. 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 and absolute discretion; provided, however, the Board shall not unreasonably restrict any Unit 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.

28. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.

29. The Association maintains an access control system to minimize access to the complex, marina, and clubhouse/pool by unauthorized individuals. Each Unit is allowed a maximum of two "security cards" which unlock the main entry gate and clubhouse/pool. These security cards are issued by Property Management. A Unit Owner who rents their unit transfers their right to use the complex facilities, marina and clubhouse/pool to their renter.

30. Individuals (or groups) using the swimming pool/hot tub area must have a security card in their possession. The swimming pool/hot tub area may be used in accordance with the rules and regulations stated herein and other rules as may be posted in or around the pool area. The swimming pool may be used between the hours of 6:00 AM and dusk. Children age twelve (12) and under must be accompanied by a person eighteen (18) years of age or older when using the pool. Glass bottles or glass containers shall not be permitted in the pool area. The pool and deck are to be left in clean condition for the mutual benefit of all. Chairs, tables and lounges in the pool area may not be taken to any other areas.

31. Guests not spending the night with a Unit Owner/Renter must be accompanied by the Unit Owner/Renter when using the Pool, Marina, or any other Common Element.

32. Unit Owner/Renter hosting more than six (6) guests who are not spending the night with the Unit Owner/Renter and desire to use the pool must reserve it for their non-exclusive use by completing the "THE CORTEZ POOL RENTAL AGREEMENT". A refundable deposit of

\$250.00 and a nonrefundable cleaning fee of \$50.00 are required. Only one function per day is permitted. Holiday and Condominium Association use takes precedent over personal use.

33. The procedure for reporting violations of the Declaration, the Bylaws, or these Rules shall be as follows:

Any Unit Owner/Renter may report a violation of these Rules and Regulations to the Association or the Property Management Company in writing. All violation reports are to be submitted in writing and must include the date, time, and nature of the violation, plus the names of those observing the violation. All reports will be considered confidential.

34. The Board will establish a "Compliance Violations Hearing Committee" and appoint a chairman who selects additional committee members. The Committee will consist of at least 3 members total who are unit owners unrelated to members of the Board.

Except for Rule Number 25, the procedure for enforcing the Declaration, By-Laws, or these Rules are as follows:

(a) First Violation Notice

If the Association becomes aware that a violation by a Unit Owner, family member, guest, invitee or lessee has occurred, it shall send a letter to each available address of the Unit Owner and to the lessee and rental agency if the unit is leased. The letter must advise him/her of the rule which he/she has allegedly violated, a deadline for compliance, and a warning that strict compliance with these Rules and Regulations will be required.

(b) Second Violation Notice

If the Association becomes aware that a violation has continued beyond the time specified within the first notice, the Association, after verifying the violation, shall send a certified letter to the Unit Owner containing a copy of the "First Violation Notice". The certified letter will also, indicate the potential fine for non-compliance with the rule violated, a deadline for compliance, and the date, time and location of the next "Compliance Violations Hearing Committee" meeting. The meeting must be scheduled at least 14 days after the date of the "Second Violation Notice".

At the "Compliance Violations Hearing Committee" meeting, the Unit Owner against whom the fine may be levied may respond, present evidence, and provide written and oral argument to the Committee on all issues involved. The Unit Owner shall also have an opportunity to review, challenge and respond to any other material considered by the Association. The Committee may establish a deadline for compliance, impose a fine of up to \$100/per day for each day of noncompliance up to a maximum of \$1,000.00, or decide not to impose a deadline or fine. The absence of the Unit Owner or his representative from the committee meeting does not give the Unit Owner the right to appeal the decision of the Committee at subsequent meetings.

(c) Third Violation Notice

If the Association becomes aware that a violation has continued beyond the time specified within the Second Notice, the Association, after verifying the violation, shall send a certified letter to the Unit Owner containing a copy of the "First and Second Violation Notices" and a copy of Rule 38. The Third Violation Notice will advise the Unit Owner of the potential additional fine for continued non-compliance with the rule and a deadline for compliance.

If the Unit Owner has not complied with the demands of the Third Violation Notice the "Compliance Violations Hearing Committee" may establish a deadline for compliance, impose a fine of up to \$100 per day for each day of non-compliance up to a total maximum of \$1000.00 or decide not to impose an additional deadline or fine. Exemptions and Hearings

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

(d) Collection of Fines

In any case where a fine has not been timely paid and where the Board deems it appropriate, the Association will pursue mediation to resolve the issues before going to court in compliance with Florida Statute 718.1255. In cases where violations are repeated and where the Board deems it appropriate, the Association may seek injunctive relief through court action and/or a personal money judgment against the Unit Owner.

35. All Condominium Association fees and assessments are due and payable on the first day of the month. Any fees or assessments that have not been paid within 30 days of their due date shall be considered late. Unit Owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late fees or assessments, whether or not legal action to collect said fees or assessment, or foreclosure of 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 fee or assessment for each delinquent fee or 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 fee or assessment.

36. If a Unit is leased and the Unit Owner is delinquent in paying Association fees or assessments, the Association may garnish the rental income in accordance with the Condominium Declaration.

37. The Unit Owners should refer to the Occupancy and Use Restrictions contained in the Declaration which are binding upon all Unit Owners.

38. All notices of Unit Owner meetings shall be posted on the bulletin board located in the lobby of the clubhouse building.

39. 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 Unit Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restrictions shall apply:

(a) The Right of Unit Owners to Speak at Meetings

A Unit Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restrictions shall apply:

- (1) The Unit 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 Unit Owner has spoken.
- (2) The Unit Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Unit Owner.
- (3) The Unit Owner/Renter may speak only on matters specifically designated on the agenda.
- (4) The Unit Owner/Renter may speak only once at a Meeting.
- (5) The Board may, at its option, provide an opportunity for Unit Owners who attend the board meeting to make comments and suggestions.

(b) The Right of Unit Owners to Tape Record or Videotape Meetings

- (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 Unit 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 Unit Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

40. These Rules may be modified, added to or repealed at any time by resolution of the Board of Directors of the Association.