

## **THIRD AMENDED AND RESTATED RULES AND REGULATIONS**

### **OF**

### **SUMMERLIN WOODS CONDOMINIUM ASSOCIATION, INC.**

Note: The following rules and regulations are recorded with the Lee County Clerk of Courts and supersede all other prior recorded or unrecorded versions adopted by the Board of Administration. They will be strictly enforced and violators will be subject to a fine per Florida Statutes, and other remedies prescribed by law and/or the Summerlin Woods Condominium Documents.

#### **1. USE OF COMMON ELEMENTS AND CONDOMINIUM PROPERTY OR ASSOCIATION PROPERTY**

**1.1** The Common Elements and condominium property or association property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of the units.

**1.2** No obstructions are permitted in roads, sidewalks, entrances, hallways and like portions of the common elements or condominium property or association property; no carts, bicycles, carriages, chairs, tables, shoes, water bottles or any other similar objects shall be placed thereon. Nor shall these areas be used for any other purpose than for entrance to and exit from the individual units. Security/screen doors are to be kept in the closed position at all times.

**1.3** No flammable, combustible or explosive fluids, chemicals or substances shall be kept in or on any part of the common elements, or limited common elements including gas tanks, gas containers, gas cylinders or gas cooking grills. The use of emergency type generators is prohibited.

**1.4** No signs, advertisements, notices or other lettering shall be exhibited, displayed, inscribed, painted or affixed upon any part of the condominium property or association property, including common elements, limited common elements or condominium property or association property or on any vehicle. No tent, awning, canopy, or other projection shall be attached to or placed upon the common elements or limited common elements.

**1.5 Television and Other Outdoor Antennae.** No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on condominium property or association property subject to compliance with the following requirements:

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Permitted antennas/satellite dishes include (collectively hereinafter referred to as “antennas/satellite dishes”):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

**Location of Antennas/Satellite dishes.** Antennas/satellite dishes are only permitted to be installed in exclusive use areas, such as limited common element lanais. To the extent feasible, all antennas/satellite dishes must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. Antennae/satellite dishes may not extend beyond the plane of the imaginary line running from the edge of the lanai ceiling to the lanai floor, bounded on the sides by the vertical lanai walls.

**Color and Screening of Antennas/satellite dishes.** All antennas/satellite dishes shall be painted to blend into the background against which it is mounted, so long as the paint will not interfere with an acceptable quality signal.

**Safety Requirements.** To safeguard the safety of the unit owners, occupants of the residence in which the antenna/satellite dish is located, neighboring unit owners, and other owners and members in the condominiums, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna/satellite dish, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas/satellite dishes away from power lines and other potentially dangerous areas, installing and using the antenna/satellite dishes in accordance with safety recommendations and requirements of the antenna/satellite dishes manufacturer, and in accordance with the customs and standards for the antenna/satellite dishes industry, including compliance with electrical code requirements to properly ground the antenna/satellite dishes, and installation requirements to properly secure the antenna/satellite dishes. Antennas/satellite dishes shall be properly secured and installed so as to cause no damage to the building, such as compromise of its water-proof integrity. Unit owners shall indemnify the Association for any loss or damage (including attorney’s fees) occasioned by non-compliance with these obligations. A unit owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna/satellite dish causes to the condominium property or association property or to persons or other property.

**1.6** No planting or trimming of flowers, trees or bushes on the common elements shall be permitted without prior written approval from the Board of Directors.

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**1.7** No structure of a temporary character, nor trailer, mobile home or recreational vehicle shall be permitted on the condominium property or association property at any time to be used as a residence, either temporarily or permanently.

**1.8** No fences of any kind shall be permitted on the condominium property or association property unless approved by the Board of Directors.

**1.9** No exterior antennas or satellite dish receivers shall be permitted on the condominium property or association property without written permission from the Board of Directors, except as provided in Rule 1.5 above. Note: The Association shall retain the right to install and maintain community cable television by satellite dish receiver or other temporary communications systems upon written approval by the Board of Directors.

**1.10** No improper, offensive, hazardous, unlawful use, obscene or offensive language shall be made of or performed on the condominium property or association property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to any portion of the condominium property or association property shall be corrected by, and the sole expense of, the party obligated to maintain or repair such portion of the condominium property or association property, as elsewhere herein set forth.

## **2. USE OF UNITS**

**2.1** Screened lanai storage is limited to only manufactured outdoor furniture, plants, bicycles and children's small toys. The storage of boxes or cartons, tools, and exercise equipment is not permitted on screened lanais. Installation of roll-up blinds, shutters, glass enclosures, painting or decorating must be approved in writing by the board of directors per association specifications.

**2.2** No gas or charcoal cooking of food is allowed on lanais.

**2.3** Nothing shall be affixed, attached to or displayed on the exterior walls, doors, lanais, breezeway railings or windows of any unit or building without the written approval from the board of directors.

**2.4** No awning, shutter, antenna, canopy or other projection shall be attached to or placed upon the outside walls or roof of any building without the written approval of the board of directors.

**2.5** No dirt, cigarette butts or other substance is to be swept or thrown upon the hallways or any part of the common elements nor permit anything to fall from the windows or doors of a unit or automobile upon the common elements.

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- 2.6** Smoking is prohibited in or around building hallways and staircases
- 2.7** No waterbeds or hot tubs are allowed inside of units or on lanais.
- 2.8** No ceramic tile or wooden flooring is to be installed in any unit without the written prior approval of the board of directors per association specifications.
- 2.9** All residents must provide the association with means of access to units for emergency situations, performing pest control and maintenance responsibilities under the terms of the Declaration.
- 2.10** All locks to gain entry to units must be keyed alike.
- 2.11** No door to door solicitation is allowed within Summerlin Woods.
- 2.12** Each unit shall be used as a residence only. Any home business offering a service or product to the public for donation or fee shall not be allowed.
- 2.13** Unit owners must maintain adequate insurance coverage (liability, content and other customary coverage) on the unit at all times.

### **3. RESIDENT AND GUEST ACTIONS**

- 3.1** No resident shall make or permit any disturbing noises, acts, conduct, vulgar language, use or practice (as defined by the board of directors) on the condominium property or association property by himself, his family, guests, servants, employees, agents or licensees that interferes with the rights, comforts, conveniences or peaceful possession and proper use of the condominium property or association property by other residents. Unit owners will be held liable for their guests, invitees etc. that violate this rule.
- 3.2** Resident quiet hours are from 10:00 P.M. to 6:00 A.M.. Residents must refrain from making excess disturbing noise during these hours including loud radios, stereos and televisions etc. Exercising, vacuum machines, automatic dishwashers, clothes washing and drying machine operation during these hours is not allowed.
- 3.3** Contractors hours of operation (excluding emergencies) are limited to Monday through Saturday from 8:00 A.M. to 5:00 P.M. including all Federal legal holidays.
- 3.4** Residents are not to interfere or give instruction to any employees contracted by the association or request personal service of these employees while on association time. By the direction of the board of directors, the managing agent shall be solely responsible for their direction and supervision.

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**3.5** The managing agent or employees of the association shall not be required to respond to residents locked out of a unit nor shall they be allowed to give access to units for personal matters (i.e., deliveries, repairs Realtors, appraisers, adjusters etc.).

**3.6** Only association employees and Board members are allowed access to equipment rooms, maintenance rooms, storage rooms etc.. Unit owners are not permitted to borrow association tools or equipment for personal use due to insurance liability issues.

**3.7** Unit owner association complaints, requests or concerns must be submitted to the association in writing with signature and date for proper documentation. No verbal statements will be honored or accepted. Tenants, guests, invitees etc. must notify the unit owner or his/her agent regarding any association concerns.

**3.8** Association emergency calls will not be acknowledged without proper caller identification (i.e. name, number, address etc.). The association emergency number is available 24/7.

**3.9** Unit owner visits to the association office are by appointment only and are limited to a maximum of 1/2 hour to ensure efficient use of management time assisting other unit owner matters.

#### **4. CHILDREN**

**4.1** All children shall be the direct responsibility of their parents or legal guardians, including full compliance by them of all the rules and regulations of the association at all times.

**4.2** All children under the age of 14 years old must be accompanied by a responsible adult of 18 years of age or older at all times while on condominium property or association property and when using the recreation facilities.

#### **5. TRASH COLLECTION**

**5.1** Residents must use the trash bin designated to their building only.

**5.2** All trash must be securely bagged and tied before placing in the trash bin. Trash must be generated from within the association and not brought in from an outside source for disposal upon the condominium property or association property.

**5.3** All food waste must be placed down the garbage disposal inside the unit and not deposited in the trash bin.

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- 5.4** All recyclable, paper, plastic, glass, cans must be placed in the appropriate recycle bin.
- 5.5** Only large items such as furniture or appliances are to be placed outside of the trash bin.
- 5.6** All boxes must be broken down before placing in trash bin.
- 5.7** All trash, debris, furnishings, fixtures and appliances resulting from the work of a contractor or from a delivery company must be removed from the condominium property or association property and may not be placed in the trash bin for any reason whatsoever. Items placed in the trash bin or on the condominium property or association property in violation of this rule will be removed by the association at the sole expense of the owner or resident.
- 5.8** Residents with a “special pick-up” such as large household appliances, furniture etc. must make arrangements directly with the association’s trash company or independent contractor for removal. Large items must be placed outside of the trash enclosure fence away from the gate opening. Items placed outside for “special pick-up” longer than 24 hours. will be removed by the association at the sole expense of the owner or resident.
- 5.9** Trash generated by a single unit in excess of normal disposal (as determined by the board of directors) that requires an additional pick-up fee, will be billed to the unit resident or deducted from the tenant’s common area security deposit held by the association.

## **6. USE OF VEHICLES**

**6.1** Automobile parking spaces shall be used solely and exclusively for that purpose. No trucks (including pick-up trucks, except as specifically permitted herein), commercial vehicles, governmental vehicles with the exception of law enforcement vehicles, buses, open-bed vehicles, exposed tool boxes, campers, mobile homes, motor homes, motorcycles, motor scooters, mopeds, golf carts, off road vehicles, inoperable vehicles, boats, or trailers of any kind shall be permitted to be parked or stored at any time upon condominium property or association property. This provision applies to all owners, tenants and guests and other invitees of owners or tenants. This provision shall not apply to the temporary (less than 12 hours) parking of trucks, commercial vehicles and open-bed vehicles used by outside vendors to furnish commercial services to the condominium property or association property (the units or common elements).

The following definitions shall apply for purposes of this provision:

**Truck** means all vehicles of every kind, including pick-up trucks, with a one-quarter (1/4) ton or greater rated weight-carrying capacity, which are manufactured, designed, marketed or used for transporting goods of any nature. Truck shall include, but shall not be limited, to step, panel, or cargo vans of any weight, or size. Provided, however, that the term truck shall exclude passenger vans primarily designed for the carriage of eight or less passengers,

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and not primarily designed for the carriage of goods. The term truck shall also exclude mini-vans, marketed under nameplates such as: Dodge Caravan, Plymouth Voyager, Chevrolet Astro, Ford Aerostar, and vehicles of similar design and size. Further, the term truck shall exclude sport utility vehicles primarily designed, marketed, or used for the carriage of eight or less passengers, and not primarily designed, marketed or used for the carriage of goods. Sport utility vehicles marketed under the nameplates: Chevrolet Suburban, Tahoe, or Blazer; Ford Expedition, Explorer or Bronco; Jeep Wagoneer or C.J. Series, and vehicles of similar design and use shall not be considered trucks for purposes of this provision.

**Commercial Vehicles** means all vehicles of every kind whatsoever (including regular passenger automobiles), which, from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial or charitable institution (e.g. church or school) markings, signs, displays, tools, equipment, racks, ladders, apparatus, or otherwise indicates a commercial or other non-personal use. Vehicles not primarily designed for family transportation (including but not limited to limousines and hearses) shall be considered commercial vehicles whether or not actually so used for the purpose for which the vehicle was originally designed.

**Governmental Vehicles** means all vehicles of any kind whatsoever which contain markings or apparatus indicating that the vehicle is used in the performance of governmental services or functions, and not primarily as a passenger automobile. By way of example, but not limitation, fire trucks, ambulances, and City or County staff vehicles are included within the definition of governmental vehicles.

**Bus** means all vehicles of any kind whatsoever, including vans, manufactured, designed, marketed or used as a bus, for transport of nine or more passengers, or the carriage of goods.

**Open-Bed Vehicles** means all vehicles of any kind whatsoever, including but not limited to pick-up type trucks or flatbeds, which have exterior unenclosed areas, no matter what the size, which unenclosed areas are manufactured, designed, marketed or used for storage, placement, or transportation of goods or any other types of objects.

**Off-Road Vehicles** means all vehicles or conveyances which are primarily designed or marketed for non-highway recreational or commercial use. By way of example, but not limitation, ATV's, dune buggies, souped-up passenger vehicles, dirt bikes, mini-bikes, and swamp buggies shall be considered off-road vehicles.

**Campers** means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation, or temporary housing of people or their personal property.

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**Mobile Homes** means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent or temporary dwelling.

**Motor Homes** means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles which contain showers, restroom facilities, or cooking facilities shall also be considered motor homes.

**Motorcycle** means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground.

**Motor Scooter** means any two wheel self-propelled vehicle, other than a bicycle, motorcycle, or moped, whether used for highway or off-road travel.

**Moped** means any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, with a motor rated not in excess of two brake horsepower and not capable of propelling the vehicle at a speed greater than thirty mile per hour on level ground; and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed fifty cubic centimeters.

**Golf Cart** means any motor or electronic vehicle or other than a bicycle, motorcycle, or moped, designed and manufactured for operation on a golf course, or other conveyance for sporting or recreational purposes.

**Inoperable Vehicles** shall include any vehicle, of any nature whatsoever, which is not capable of normally and safely engaging in highway travel. Any vehicle which does not display a current license automobile tag shall also be deemed an inoperable vehicle.

**Boats** means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property, including personal watercraft such as jet-skis.

**Trailers** means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

**6.2** All vehicles parked on condominium property or association property may not extend more than 20 feet in overall length including trailer hitch and other vehicle projections.

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**6.3** No diesel motor or dual-wheel vehicles are allowed on the condominium property for owners, guests or invitees between the hours of 12:00 A.M. to 9:00 A.M..

**6.4** All uncovered open-bed trucks are prohibited on the condominium property for owners, guests or invitees between the hours of 12:00 A.M. to 9:00 A.M..

**6.5** All residents' truck beds must be covered with a commercially manufactured properly fitted bed cover while on condominium property or association property. Trucks with exposed tool boxes, pipe racks, signs or lettering are prohibited from entering the condominium property or association property unless they are providing a service to the resident or association.

**6.6** All resident vehicles must be registered with the association prior to residency. Registration to include proof of ownership, proof of insurance, make and model, year, tag registration number and state.

**6.7** All vehicles parked, stored or operated on condominium property or association property must have a manufacturers standard appearance, standard paint schemes, standard tires and stock suspensions (no lifter springs or shocks), standard manufactured quiet exhaust system in proper working order (as determined by the board of directors) at all times. Vehicles with squeaky belts, brakes or vehicles emitting excessive smoke (as determined by the board of directors) must be immediately removed from the property and properly repaired. No signs may be visibly displayed from any resident's vehicle.

**6.8** Loud stereo music (as determined by the board of directors) emitting from any vehicle is prohibited.

**6.9** All vehicles must obey posted speed limits and stop signs at all times on the condominium property or association property.

**6.10** All vehicles parked upon the condominium property or association property between the hours of 12:00 A.M. and 9:00 A.M. must properly display a current valid association issued window bar- code decal or guest parking permit.

**6.11** Resident parking is limited to only two vehicles per unit with only one assigned numbered parking space per unit. Vehicles stored on the condominium property when the owner is not in residence must be parked in the unit owner's assigned numbered parking space.

**6.12** Head-in parking is required at all times with the exception of temporary loading/unloading of vehicle.

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**6.13** A bar-code window decal is assigned to each registered resident vehicle and is non-transferable. Decals are voided upon sale of vehicle, sale of unit, termination of tenancy. An administrative fee is charged for all replacement decals and permits.

**6.14** One guest parking permit is issued per unit for occasional overnight guest parking of less than 30 days total per vehicle in a 12 month period. A guest parking permit may not be used on permanent resident vehicle in attempt to exceed the limit of two vehicles per unit. The guest parking permit must be properly displayed from the interior rear-view mirror with number facing outward between the hours of 12:00 A.M. and 9:00 A.M..

**6.15** No resident may reassign his/her parking privileges to a third party resident or guest.

**6.16** Any vehicle in violation of the above stated regulations is subject to tow-away at the sole expense of the vehicle owner without additional warnings.

**6.17** No unlicensed or uninsured motorized vehicles may be stored, parked or operated on condominium property or association property. Additionally, no unlicensed or uninsured individuals may operate motorized vehicles on condominium property or association property nor shall there be any driving class or instructions given to any individual on condominium property or association property. Proof of vehicle ownership, operators license and vehicle insurance coverage shall be provided by all residents prior to vehicle operation or storage on condominium property or association property.

**6.18** Disabled vehicles shall not remain on the condominium property or association property longer than 48 hours.

**6.19** Vehicles with excessive fluid leaks (as determined by the board of directors) must be immediately removed from the condominium property or association property. The vehicle owner is liable for any asphalt damage and repair due to vehicle fluid leaks.

**6.20** No repair or troubleshooting of vehicles may be performed on the condominium property or association property with the exception of checking vehicle fluid levels, changing flat tires or jumping dead batteries.

**6.21** Only resident vehicle washing is allowed at the designated area located by the pool (per Lee County water restrictions).

**6.22** No passenger or conversion vans larger than 3/4 ton capacity are to be stored, parked or operated on condominium property or association property.

**6.23** No storage, parking or operation of the following vehicles or trailers is permitted on the condominium property or association property for:

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**6.24** Uncovered open-bed trucks are not allowed on the condominium between the hours of 12:00 A.M. to 9:00 A.M..

**6.25** Motorcycles, mopeds, motor scooters, go-carts etc.;

**6.26** Commercial vehicles with signs, lettering, markings, carrying racks, tool boxes etc. unless performing a service for the resident. All commercial vehicles performing a service for the resident must park at a yellow parking bumper.

**6.27** Vans without side or rear windows or vans without permanent rear passenger seating;

**6.28** Boats, jet skis, wind surf boards etc.;

**6.29** Buses or trailers of any kind;

**6.30** Campers, motor homes, mobile homes etc. with the exception of loading or unloading of the vehicle limited to a maximum of 2 hours.

**6.31** All bicycles parked or stored on condominium property or association property must be adequately secured by lock and chain to the bicycle rack. Only manufactured bicycle covers are allowed and must be securely fastened to the bicycle at all times. Bicycles must be secured to bike rack at all times. Bicycles must be removed from outside storage rack when not in residence.

## **7. USE OF RECREATION FACILITIES**

**7.1** All non-overnight guests including unit owners with tenant occupied units must be accompanied by a resident when entering or using the recreation facilities. Unit owners shall be held responsible for all guest actions while on condominium property or association property at all times.

**7.2** All children under the age of 14 years must be accompanied by a responsible adult of at least 18 years of age or older when entering or using the recreation facilities and common areas of the association.

**7.3** Resident activities or private parties consisting of more than 8 people shall obtain the consent of the board of directors prior to utilizing any recreation facility.

**7.4** Barbecuing is allowed only in the areas designated by the board of directors and must be extinguished and cleaned after each use by the resident.

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**7.5** Recreation facilities are to remain locked at all times. Only association issued keys are to be used for entry to the recreation facilities and may not be duplicated by any resident. Replacement keys are available from the association for a fee.

**8. POOL RULES ARE AS FOLLOWS:**

**8.1** Warning: NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK

**8.2** IN CASE OF EMERGENCY CALL 911;

**8.3** Pool hours of operation are from DAWN TO DUSK. NO NIGHT SWIMMING ALLOWED;

**8.4** Shower before entering pool each and every time. Suntan "oil" use is prohibited.

**8.5** No food or drink is allowed within 4 feet of pool. No glass allowed in pool area;

**8.6** No animals allowed in pool or on pool deck;

**8.7** No diving, jumping, splashing, horseplay or water sports allowed in pool. No running on pool deck;

**8.8** No floats or tubes are allowed in pool or on pool deck;

**8.9** Pool furniture may not be reserved;

**8.10** Bathing load is limited to 27 persons. Pool depth measured in feet;

**8.11** Children 14 years of age and under must be accompanied by a responsible adult of at least 18 years of age or older within the pool area at all times. Children not toilet trained must wear diapers with tight fitting rubber pants;

**8.12** Only commercial type swim suits are allowed in pool area. No street clothes, cutoff pants or thong bikinis are allowed;

**8.13** Headphones are to be used with all radios, stereos, tape and compact disc players;

**8.14** Smoking in pool or on the pool deck is not permitted.

**8.15** Pool umbrellas must be lowered after each use.

**8.16** Any posted signs shall constitute additional Pool Rules.

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**9. TENNIS COURT RULES ARE AS FOLLOWS:**

- 9.1 Courts are for tennis play and practice only and are not to be used for any other purpose whatsoever;
- 9.2 Court hours are from 8:00 A.M. to 10:00 P.M.;
- 9.3 Court time is limited to 1 hour for singles and 1 1/2 hour for doubles if other residents are waiting to play;
- 9.4 Court time may not be reserved and are on a first come/first play basis;
- 9.5 Proper tennis shoes are required at all times on the court;
- 9.6 Court lights are to be turned off when leaving the court;
- 9.7 All radios, stereos, tape and compact disc players are to be used with headphones only;
- 9.8 Court gates are to be securely locked at all times;
- 9.9 Food, glass, smoking, pets, bicycles, strollers, toys etc. are prohibited on the courts at any time.

**10. PETS**

- 10.1 Renters, guests or invitees are not permitted to bring pets of any kind upon the condominium property or association property for any reason whatsoever;
- 10.2 Unit owner pets shall be limited to a maximum of 1 dog or two cats, or 1 dog and 1 cat, fish and small domestic birds only. Each pet must weigh 20 pounds or less at full grown adult weight;
- 10.3 A veterinarian pet certificate and registration with photograph must be on file with the association;
- 10.4 Unit owner's pets must be adequately secured and restrained by a short leash at all times on the condominium property or association property;
- 10.5 Unit owner pets shall be kept within the unit and not permitted on screened lanais or condominium property or association property unattended at any time for any reason whatsoever;

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**10.6** Unit owners' pets must be walked along the roadways at all times and may not be walked around the building lawns for any reason;

**10.7** Waste deposited by pets on the condominium property or association property shall be removed immediately, securely bagged and properly disposed of by the person attending the pet;

**10.8** Unit owner pets shall not be allowed to create a nuisance or annoyance for any resident while on condominium property or association property or within a unit or screened lanai.

**10.9** The unit owner shall assume full responsibility for personal injuries and common area property damage caused by his/her pet. Furthermore, each unit owner hereby agrees to indemnify the association and all other unit owners and hold them harmless against any loss, claim or damage caused by same. Violations of the provisions of this rule shall entitle the association to all of its rights and remedies including, but not limited to, THE RIGHT TO FINE THE OWNER OF THE PET AND/OR REQUIRE THE PET TO BE PERMANENTLY REMOVED FROM THE CONDOMINIUM UPON 3 DAYS WRITTEN NOTICE TO THE OWNER OF THE PET.

## **11. UNIT SALES**

**11.1** Unit owners must notify the association upon listing the unit for sale by owner or by agent. Agents must provide the association with a signed copy of the listing agreement.

**11.2** All unit sales must be approved in writing by the association prior to unit transfer of ownership.

**11.3** A completed association application form, application fee, copy of the offer to purchase, credit and criminal report is required prior to the transfer of ownership. A personal screening meeting may be required prior to transfer of ownership. Association rules and regulations and association documents must be reviewed by the purchaser prior to screening meeting.

**11.4** A separate application and fee is required for unrelated purchasers and each occupant over 18 years of age.

**11.5** A copy of the Deed, Settlement Statement and certificate of homeowner insurance must be on file with the association upon the transfer of unit ownership.

## **12. UNIT LEASING**

**12.1** Unit owners must notify the association upon listing the unit for lease by owner or agent. Agents must provide the association with a signed copy of the listing agreement.

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**12.2** All units purchased after 02-11-06 require that all leases are written for a minimum period of three months to a maximum period of nine months during a twelve month period. All leases must be approved in writing by the association prior to leasing the unit. No tenant may occupy the unit without the prior written approval of the association.

**12.3** A fully completed and signed association lease application form, proper fee, credit and criminal reports are required prior to the leasing and occupancy of the unit. A personal screening meeting is required prior to leasing and occupancy of the unit. The association rules and regulations must be reviewed by the tenant prior to the screening meeting.

**12.4** A separate application and fee is required for unrelated tenants and each occupant over 18 years of age.

**12.5** Unit owners are liable for the actions of their tenants. Tenant concerns, requests or complaints must be directed to the unit owner or their agent.

### **13. SECURITY GATES**

**13.1** Any security gate violation will be considered a security risk. Any violator will be subject to a fine by the association and/or arrest by city/state law enforcement officers.

**13.1** The main gate is to be used by motorized vehicles only.

**13.2** All walkers, bicycle riders etc. must use the pedestrian gate only.

**13.3** Any person responsible for accidental or deliberate damage to the security gates, fence or gate/entry equipment or cameras will be held solely liable for the damage repair or replacement cost of such equipment including labor and temporary emergency manned security.

**13.4** Any person responsible for the deliberate misuse of security gate cards, bar code decals or personal identification number (PIN) will be subject to a fine and/or deletion of gate access to the property. Residents must report any illegal entries into the property (tailgating close behind your vehicle through the gate or a vehicle entering the gate ahead of your vehicle using your personal access reading, people walking/bicycle riding through the gate or jumping over the fence). Reports to the association are to include as much information as possible describing the person, the vehicle and license tag number and the date and time of occurrence.

**13.5** A fee will be charged by the association for excessive (PIN) change requests.

**13.6** The bar code vehicle decal is issued to a particular vehicle and may not be transferred to any other vehicle.

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**13.7** A fee will be charged for replacement bar code decals and additional or lost gate cards. Residents are liable for all gate cards issued to them and the access to the property that they provide. Lost gate cards are to be reported to the association immediately in order to be deleted and taken out of circulation.

#### **14. COMPLIANCE AND PENALTIES**

**14.1** Each unit owner, resident, tenant, guest or invitee shall comply with the rules and regulations as set forth herein, and any and all other rules and regulations which from time to time may be adopted, and the provisions of the declaration, articles and by-laws as amended from time to time.

**14.2** The association board of directors may fine the violator pursuant to Florida Statutes, and may pursue other remedies as may be available by law.

#### **15. UNIT OWNER INQUIRIES**

WHEREAS, Section 718.112(2)(a)2, Florida Statutes (1999), provides:

When a unit owner files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

and,

WHEREAS, Association has historically endeavored to respond to all questions, inquiries, and complaints from unit owners without regard to the legal necessity of doing so; and

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WHEREAS, the Association has received within the past year multiple “inquiries” from a unit owner in the condominium property, which appear to be primarily designed to create legal liability for the Association; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple “inquiries” filed by unit owners,

NOW THEREFORE, the following Resolution is adopted:

1. The above recitations are true and correct.
2. An “inquiry” is defined as a statement, complaint, or question, which specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.
3. An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed as follows:

Summerlin Woods Condominium Association, Inc.  
c/o Stephen McClure, Managing Agent  
8359 Beacon Boulevard, Suite 617  
Fort Myers, FL 33907

4. All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United State Mail, postage pre-paid, to the address of the unit owner, per the official records of the Association.
5. No unit owner may submit more than one inquiry in a single piece of correspondence. Unit owners wishing to submit multiple inquiries shall submit each separate inquiry at least thirty days apart. The Association shall respond to each pending inquiry, as required by law. A unit owner’s submission of more than one inquiry during a thirty day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall render all pending inquiries null and void, and shall result in the Association’s notification to the unit owner that he or she is obligated to comply with the Association’s procedure prior to receiving a substantive response to his or her inquiry.

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6. Unit owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the unit owner is dissatisfied with the Association's substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the unit owner regarding the issue as to which a substantive answer has been given.
7. Should any unit owner inquiry involve pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall so notify the owner and shall not be obligated to provide a substantive response to the unit owner.
8. The Association shall not be obligated, in responding to an inquiry under the Statute, to gather, collate, digest, abstract, interpret, or analyze information, or otherwise provide information to a unit owner, which is available through an inspection of the records of the Association. If an inquiry can be addressed through the unit owner's inspection of the official records of the Association, the Association may respond by notifying the owner that the records may be inspected, and identifying with particularity which records of the Association may be inspected in order to address the unit owners' inquiry.
9. Any violation of this Resolution shall be deemed a violation of a rule of the Association, and shall subject the unit owner to all remedies provided by Florida Law and the governing documents with respect to same.

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