Meadows OF ESTERO

CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
Table of Contents

DEFINITIONS.....5

1. **ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS:**. 7
2. **AIR CONDITIONING:**. 8
3. **ANTENNAS AND WIRING:**. 8
4. **EMPLOYEES and CONTRACTORS:**.....8
5. **SECURITY:**. 8
6. **CHILDREN:**.....9
7. **CLEANLINESS:**.....9
8. **COMPLAINTS:**. 9
9. **CONDUCT:**.....9
10. **DAMAGED COMMON ELEMENTS:**.....9
11. **DELIVERIES:**. 9
12. **EXTERIOR APPEARANCE:**. 10
13. **FLAMMABLE MATERIALS:**..... 10
14. **HARD FLOOR COVERINGS**..... 11
15. **OCCUPANCY OF UNITS:**..... 13
16. **TENANTS:** 13
17. **GUNS/FIREARMS:** 14
18. **HURRICANE PREPARATIONS:** 14

March 1st 2015

Meadows OF ESTERO

19. INSURANCE RATES:. 14

20. MOTORCYCLES: 14

21. NUISANCES:. 15

22. OUTDOOR CLOTHES DRYING:. 15

23. PARKING: 15

24. PASSAGEWAYS: 16

25. GARAGE DOORS: 16

26. PERSONAL INSURANCE: 17

27. PERSONAL PROPERTY: 17

28. PETS: 17

29. PLUMBING AND ELECTRICAL:. 18

30. POTS/DECORATIVE ITEMS: 18

31. RECREATIONAL FACILITIES: 19

32. RIGHT TO ENTER IN EMERGENCIES: 20

33. ROOF:. 20

34. SOLICITATIONS: 20

35. SERVICE PEOPLE: 20

36. SIGNS:. 20

37. SWIMMING POOL AND SPA: 21

38. FITNESS CENTER:. 23

39. TRASH AND GARBAGE: 23

40. VEHICULAR AND PEDESTRIAN TRAFFIC: 23

March 1st 2015

41. **WHEEL VEHICLES:** 23

42. **WINDOW, DOOR AND BALCONY TREATMENTS:** 23

Meadows OF ESTERO

UPDATED 5/29/2014

MEADOWS OF ESTERO CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM IN GENERAL SHALL BE DEEMED IN EFFECT UNTIL AMENDED AS PROVIDED BY THE BYLAWS OF THE ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES OBEY SAID RULES AND REGULATIONS AND SHALL SEE THAT THEY ARE ADHEARED TO BY THEIR FAMILIES, GUESTS, INVITEES, DOMESTIC HELP, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE MEADOWS ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE BYLAWS OF THE ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE CONDOMINIUM ASSOCATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT. TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT NEW RULES AND REGULATIONS OR AMEND OR REPEAL PREVIOUSLY ADOPTED RULES AND REGULATIONS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE IN WRITING AND BE REVOCABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OF APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.

March 1st 2015

Meadows OF ESTERO

THE RULES AND REGULATIONS ARE AS FOLLOWS:

DEFINITIONS

Florida 718.103 Statue: Definitions, the term:

(1) **"Assessment"** means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the unit owner.

(2) "**Association"** means, in addition to any entity responsible for the operation of common elements owned in undivided shares by unit owners, any entity which operates or maintains other real property in which unit owners have use rights, where membership in the entity is composed exclusively of unit owners or their elected or appointed representatives and is a required condition of unit ownership.

(3) **"Association property"** means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the association for the use and benefit of its members.

(4) **"Board of administration" or "board"** means the board of directors or other representative body which is responsible for administration of the association.

(5) **"Buyer"** means a person who purchases a condominium unit. The term "purchaser" may be used interchangeably with the term "buyer."

(6) **"Bylaws"** means the bylaws of the association as they are amended from time to time.

(7) **"Committee"** means a group of board members, unit owners, or board members and unit owners appointed by the board or a member of the board to make recommendations to the board regarding the proposed annual budget or to take action on behalf of the board.

(8) **"Common elements"** means the portions of the condominium property not included in the units.

(9) **"Common expenses"** means all expenses properly incurred by the association in the performance of its duties, including expenses.

Meadows
OF ESTERO

(10) **"Common surplus"** means the amount of all receipts or revenues, including assessments, rents, or profits, collected by a condominium association which exceeds common expenses.

(11) **"Condominium"** means that form of ownership of real property created pursuant to this chapter, which is comprised entirely of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements.

(12) **"Condominium parcel"** means a unit, together with the undivided share in the common elements appurtenant to the unit.

(13) **"Condominium property"** means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

(14) **"Declaration" or "declaration of condominium"** means the instrument or instruments by which a condominium is created, as they are from time to time amended.

(15) **"Division"** means the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation.

(16) **"Land"** means the surface of a legally described parcel of real property and includes, unless otherwise specified in the declaration and whether separate from or including such surface, airspace lying above and subterranean space lying below such surface. However, if so defined in the declaration, the term "land" may mean all or any portion of the airspace or subterranean space between two legally identifiable elevations and may exclude the surface of a parcel of real property and may mean any combination of the foregoing, whether or not contiguous, or may mean a condominium unit.

(17) **"Limited common elements"** means those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, as specified in the declaration.

(18) **"Operation" or "operation of the condominium"** includes the administration and management of the condominium property.

(19) **"Rental agreement"** means any written agreement, or oral agreement if for less duration than 1 year, providing for use and occupancy of premises.

Meadows OF ESTERO

(20) **"Residential condominium"** means a condominium consisting of two or more units, any of which are intended for use as a private temporary or permanent residence.

(21) **"Special assessment"** means any assessment levied against a unit owner other than the assessment required by a budget adopted annually.

(22) **"Unit"** means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the declaration.

(23) **"Unit owner" or "owner of a unit"** means a record owner of legal title to a condominium parcel.

(24) **"Voting certificate"** means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a condominium unit that is owned by more than one owner or by any entity.

1. **ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS:** No unit owner shall make or install any addition or alteration, or landscaping in or to the exterior of his unit, or any limited common element or any common element, of any Association property, and no unit owner shall make any structural addition or alteration in or to his unit, without the prior written consent of the Association. Notwithstanding the foregoing, no lanai or balcony may be enclosed or screened in except that with the consent of the Association a unit owner may install hurricane shutters or glass enclosures on the inside of such screening. Any request by a unit owner or consent by the Association to any addition or alteration shall be in writing (ARC Application) and shall be accompanied by plans and specifications or other details as the Association may deem reasonably necessary, but the Association's approval as to same may be granted if same would detrimentally affect the architectural design of the condominium property, but shall not be withheld in a discriminatory manner. All additions or alterations made by a unit owner shall be made in compliance with all laws and ordinances of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction, or

otherwise. A unit owner making or causing to be made any additions or alteration agrees, and shall be deemed to have agreed, for such unit owner, and the unit owners heirs, personal representatives, successors, and assigns, as appropriate, to hold the Association and all other unit owners harmless from any liability or damage to the condominium property and expenses arising therefrom. Each unit owner shall be solely responsible for and shall maintain all exterior additions, alterations or improvements in a first class condition and in good working order as originally approved by the Association.

a) **Storm Shutters** – Are permitted after obtaining approval from the Arch committee. White shutters are the only color approved. Electric Roll down or accordion are permitted.

2. **AIR CONDITIONING:** No air conditioning equipment other than similar equipment originally in the unit is permitted. No wall or window air conditioners are allowed.

3. **ANTENNAS AND WIRING:** No antennas, satellite dishes and equipment, aerials or wiring may be placed or installed in the attic or on the common areas or on limited common areas or on the exterior of a building or unit without the written consent of the Board.

4. **EMPLOYEES and CONTRACTORS:** No unit owner or member of his family or guest shall give orders or instructions to employees or contractors of the Association, but rather shall express his desires to the Property Manager of the Association designated for this purpose by the Board of Directors.

5. **SECURITY:** All owners and tenants MUST register their vehicles with the management office. It is the unit owner/tenant responsibility to keep management informed of any changes. One smart chip transponder will be issued per vehicle and must be installed by the Association or its representative. A maximum of two (2) key fobs will be issued per unit. Each unit owner is entitled to one (1) smart chip transponder at no charge. Each additional transponder and any replacement transponders will be available for a non-refundable fee of $20.00 each. Key fob replacements are available for $20.00 each in the event of loss or

theft. Non Residents and service personnel are not eligible to receive smart chip transponders or key fob devices. Temporary directory codes are available for guests, if requested in writing by the owner/tenant. Residents under the age of 18 will not be assigned directory codes. The actions of all tenants, children, guests and relatives are the ultimate responsibility of the unit owner.

6. **CHILDREN:** Each unit owner or tenant shall be solely responsible for the actions and any damage caused by their children or children living with them. Unit owners and tenants shall be responsible for and shall require their children and visiting children to comply with all Rules and Regulations. Children less than fourteen (14) years of age shall not be allowed in the pool, spa and pool deck area or clubhouse unless accompanied by an adult at all times.

7. **CLEANLINESS:** Each unit owner shall maintain his unit, and especially the exterior of his unit, in a clean and orderly manner, and in a manner which will not be offensive to any other unit owner.

8. **COMPLAINTS:** All complaints of unit owners shall be made in writing and delivered to the Property Manager.

9. **CONDUCT:** No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the condominium property or the Association property.

10. **DAMAGED COMMON ELEMENTS:** The cost of repairing damage to common elements, and limited common elements including but not limited to the condominium buildings and landscaped areas, caused by a unit owner, guests, tenants or invitees, shall be the sole responsibility of each unit owner.

11. **DELIVERIES:** The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association, and all parties delivering items to such employees and all parties intended to be the recipient of

items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

12. **EXTERIOR APPEARANCE:** No improvements may be made or placed upon the exterior of any unit or on any of the common elements or limited common elements of the condominium without the prior written consent of the Board. Any consent of the Board to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board.

    Within the screened portion of the Lanai, wall décor that is esthetically pleasing and not offensive to others is allowed.

    Lanai and balcony cannot be used for storage and no personal items shall be placed outside your lanai.

    Lawns, shrubbery or other exterior in ground plantings by the Association in common or limited common areas shall not be altered, deleted, moved or added by unit owners, their families, guests or tenants.

    Holiday lighting and other decorations shall be permitted to be placed upon the exterior portion of a unit. A wreath may be hung on the front door in a manner that does not damage the door. No installation to the exterior of the unit that causes physical alteration or damage to the common elements or limited common elements is permitted. Holiday specific decorations may be added beginning 5 days prior to the holiday and must be removed no later than 10 days following. December holiday decorations are permitted to be placed the day following Thanksgiving and must be removed by January 10th of the following year.

13. **FLAMMABLE MATERIALS:** No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, including, without limitation, in any unit, storage area, common element or limited common element area, except as required for normal household use. Violations may necessitate the issuance of a Florida Uniform Code Citation,

subjecting the unit owner or tenant to a fine of $125-$500. Any subsequent violations may incur a fine of $250-$500.

*NFPA 1, FIRE PREVENTION CODE, 2006 EDITION, CHAPTER 69.5.3.5 "Storage within residential buildings. Storage of a cylinder within a residential building, including the basement or any storage area in a common basement storage area in a common basement storage area in multiple-family buildings and attached garages, shall be limited to cylinders each with a maximum water capacity of 2.7 lb. (1.2 kg) and shall not exceed 5.4 lb. (2.4 kg) aggregate water capacity for smaller cylinders per each living space unit." [NFPA 58 Liquefied Petroleum Gas Code Chapter 5.3.4] **Subject to change by NFPA.*

*NFPA 1, FIRE PREVENTION CODE, 2006 EDITION, CHAPTER 10.11.7 "For other than one- and two-family dwellings. No hibachi, gas fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 ft. (3m) of any structure. Listed electric ranges, grills, or similar electrical apparatus shall be permitted." **Subject to change by NFPA.*

14. HARD FLOOR COVERINGS

Installation of Hard Floor Coverings

The Board has determined the installation or reinstallation of hardwood flooring is deemed a structural improvement as defined by the Declaration of Condominium.

a. Each unit owner who elects to install in any portion of his unit hard surface flooring materials (i.e. tile, marble, wood) shall first be required to install an approved sound underlayment material and perimeter sound isolation material must be installed in accordance with the procedures as provided below. CORK IS NOT AN APPROVED UNDERLAYMENT. The only approved underlayment materials are:

i. SAM3

ii. NOBLESEAL SIS

iii. PROFLEX 90 MSC

iv. PROTECTO WRAP AFM/SCU

v. MAPELSTIC SM

b. Each unit owner is required to submit for approval the proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring.

c. Installation procedures shall meet or exceed the following:

Isolation Barrier

1. At the perimeter of the entire floor, and the periphery of all protrusions to the floor, fiberglass board (6-15pcf) not less than 3/8" (9.525mm) thick to minimize flanking, should be used within ¼" (6.35mm) on the finished surface;

2. Closed cell polyethylene foam (2.7-9 pcf) not less than ¼" thick (6.35mm) may also be used as the perimeter isolation barriers;

3. The fiberglass board of the polyethylene foam can be cut into strips and held in place with a few spots of acoustical sealant. If the strips are too tall, they can easily be trimmed within the ¼" of the finished surface after the tile is grouted, therefore keeping any hard residue out of the perimeter grout joints

4. After the tile is set and grouted, additional time should be spent to check the perimeter of the entire floor and the periphery for any protrusions, such as pipes, so as not to have any of the mortar, bond coat, or grout touching the walls or any protrusions that penetrate the floor. Should any of the hard material from the installation make contact between the tile of setting bed and the wall, or a penetrating protrusion, a large reduction in the sound rating will occur. After grouting, but before the edges are caulked, trim the polyethylene sheeting back to the top of the fiberglass or polyethylene foam edging.

Meadows
OF ESTERO

15. **OCCUPANCY OF UNITS:** With the exception of temporary occupancy by visiting guests, no unit may be occupied by more than two (2) persons for each bedroom in the unit, without the prior written consent of the Association. The Association also has different rules regarding overnight guests and non-overnight guests in the absence of an owner of tenant. A "GUEST" is defined as a person who enters upon the condominium property at the invitation of a unit owner or tenant, (or their respective families) for the purpose of visiting the unit owner or tenant (or their respective families), occupying the condominium unit for less than thirty (30) days during any calendar year, or utilizing the condominium property. There are additional restrictions for guests detailed in the Declaration of Condominium. Temporary guests are permitted to reside in any unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other unit owners and permanent residents of the condominium. All temporary guests shall be required to comply with all of the Rules and Regulations of the condominium and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to limit the number of temporary guests which may visit or reside in a unit as well as the number of temporary guests that may use the common amenities at any time.

16. **TENANTS:** Leases may be disapproved while the owner is delinquent. No unit shall be leased for a period of less than ninety (90) days or more than one (1) year, and no unit may be leased more than three (3) times in any consecutive twelve (12) month period. All rentals require the submission of an Association approved application, a copy of the rental agreement, payment of application fee as permitted by the documents and security deposit in the amount of one thousand dollars ($1,000.00) or one month's rent, whichever is less. After the Board has received all required documents, the Board will have fifteen (15) days to process the application.

    No individual rooms may be rented and transient tenants are strictly prohibited. Rent-sharing and subleasing are prohibited. Each lease term is subject to Board

approval. Approved tenants have full use of the amenities as long as the unit owner is not delinquent. Tenants are permitted to have pets.

If a tenant fails to comply with the Rules and Regulations set forth, they may be subject to eviction proceedings by the Association as permitted by law. It is the unit owners' responsibility to communicate these rules to their tenant.

17. **GUNS/FIREARMS:** No guns/firearms shall be permitted to be discharged on any portion of the Association property, except for lawful purposes. Guns/firearms for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns, sling shots, or any item which discharges a projectile.

18. **HURRICANE PREPARATIONS:** Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by:

A. Removing all furniture, plants and other moveable objects from the exterior portion of his unit.

B. Designating a responsible firm or individual to care for his unit should the living unit suffer hurricane damage, and furnish the Board or the person designation by the Board for such purpose, with the name of said firm or individual.

C. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners and/or to the common elements resulting from such failure.

19. **INSURANCE RATES:** Nothing shall be done, kept, or permitted by any unit owner, including in or on the common elements and limited common elements which would increase the rate for any insurance maintained by the Association, or cause such insurance to be cancelled or not renewed by the insurer.

20. **MOTORCYCLES:** Motorcycles shall not be parked or placed in any area other than in designated motor vehicle parking spaces. Motorcycles shall not be driven upon common elements or Association property other than roadways and parking areas. All motorcycles shall be equipped with noise muffling equipment, and the Board shall be authorized to bar from the condominium property any motorcycle

or other motor vehicle that in the Board's discretion causes unreasonable noise. Any damage done to the common elements, including but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the unit owner to whom the motorcycle owner was a guest or invitee.

21. **NUISANCES:** No unit owner or tenant shall make or permit any disturbing noises any place upon the condominium property by himself, his family, domestic help, employees, agents, and visitors, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No phonograph, television, radio, sound amplifier or other sound equipment may be played or operated in such manner that same disturbs or annoys other occupants of the condominium. Loud activities such as parties, loud conversations, musical instruments, musical devices, or annoying noises that are disruptive to neighbors are strictly prohibited between the hours of 10:00pm and 7:00am.

22. **OUTDOOR CLOTHES DRYING:** No outdoor clothes drying shall be permitted, and no clothing, towels or other items shall be placed or hung on the exterior of any unit.

23. **PARKING:** Parking areas upon the condominium property shall be used only by residents of the Condominium and their guests and invitees. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, small pick-up trucks with a carrying capacity of no more than ½ Ton, and other vehicles commonly used as private passenger vehicles may be parked in the condominium property without the consent of the Board.

Other types of vehicles, trucks, motor homes, boats and trailers, may not be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld. Furthermore, no vehicle shall be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld, if commercial equipment or lettering is exposed in or upon the vehicle. Cars used by governmental agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with

providing services to, any unit of the condominium property. All vehicles parked on the condominium property must be properly registered, in good condition, and in a good state of repair. No vehicle which cannot operate on its own power shall remain on the condominium property for more than twenty-four (24) hours, and no major repair of any motor vehicle shall be made on the condominium property. In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device, anywhere on the condominium property. No motor vehicle shall be parked other than in areas designated for parking. Parking spaces which are assigned to a particular unit may only be used by the residents of the unit, and their guests and invitees. There is no parking permitted on lawns and no wheels may be on the grass. Overnight parking is prohibited, except for residents' driveways. No parking is allowed in front of fire hydrants.

Vehicles improperly parked will be towed away at the expense of the unit owner or resident doing or permitting such act, and/or the owner of the vehicle. Overflow parking is available at the Clubhouse. Vehicles wishing to utilize this overflow parking area for an extended period of time (3 or more days) must get permission in writing from the Property Manager. Unregistered vehicles will subject to removal at the owner's expense.

24. **PASSAGEWAYS:** Sidewalks, entranceways, passageways, and all other portions of the common elements and limited common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas. Entry doors must be able to completely open. A doormat is allowed at the front door.

    Hose/hose containers must be kept adjacent to the hose bib and not inappropriate due to size, color or design and may not be attached to the building.

25. **GARAGE DOORS:** Garage doors may not be left open an unreasonable length of time during the day and must be closed, except for ingress and egress, between

10:00pm and 7:00am. This is to ensure the safety of residents. Garage door screening is not allowed. Garage conversions are prohibited.

26. **PERSONAL INSURANCE:** Although the insurance coverage afforded through the Association provides hazard insurance for the units, such insurance does not include coverage of floor, wall or ceiling coverings, improvements made by the unit owner, or the personal property of the unit owner. Unit owners may also be responsible for the payment of any deductible under the Association's policy when damage is caused by their neglect. It is recommended that each unit owner obtain individual insurance to cover the foregoing.

27. **PERSONAL PROPERTY:** The personal property of a unit owner shall be stored within his unit or where applicable in storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements, limited common elements or in public areas. Items left on the common areas of Association property are subject to removal after 24 hours of receiving notification from the Board.

28. **PETS:** Except with the written consent of the Board, which may be granted or withheld in the Board's sole discretion, unit owners are restricted to a total of two (2) cats and/or dogs, with a combined weight of no more than one hundred (100) pounds in their unit.

    No owner or tenant is allowed to have nondomestic or exotic animals (rabbits, snakes, lizards, etc.).

    Tenants are currently permitted to have pets.

    Any permitted cat or dog must be carried or walked on a leash at all times. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the condominium property.

    No pets may be kept, bred, or maintained for any commercial purpose. No pets are permitted within the recreational facilities. The Board shall have the right to require any pet to be removed from the condominium which causes an unreasonable source of annoyance to any unit owner, or if these Rules and

Regulations are violated with respect to the pet. The keeping of a dog or other domestic pet at the condominium is not a right of a unit owner, but is a conditional license which is subject to termination at any time by the Board upon finding that a dog or other pet is vicious as defined by Lee County Domestic Animal Services, is annoying to other residents, or has in any way become a nuisance.

29. **PLUMBING AND ELECTRICAL:** Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over-burdened. Total costs of all maintenance, repairs and replacements connected with any misuse or plumbing and/or electrical installations shall be the responsibility of and paid by the unit owner.

30. **Pots/Decorative Items:**

Three (3) flower pots will be allowed under the covered canopy at the front door entrance. Any other decorative item must be pre-approved, in writing, from the Board.

A total of three (3) pots are allowed provided they:

(1) Are in compliance with Rule # 24 - free and allow unobstructed access to passageway / entryway.

(2) Are in compliance with Rule # 1 - No structural alteration or modification is to be made; example - any drilling or nailing of walls or floors.

(3) Do not present a safety or health hazard to occupant, guest or visitor.

(4) Do not exhibit any detrimental effect to property value.

Pots or items are permitted on the ground floor covered entry area only. No pot with plant or item shall be more than 4 feet in height and the pots must be a

neutral color and allow unobstructed access to the entryway. No pots or items are permitted on 2nd floor balconies.

Property Manager or Board has the right to remove any item it deems to be:

(1) Offensive in appearance or displays poor taste.

(2) Inappropriate due to size, color or design.

(3) Cluttered, unclean or unattractive appearance to residents or community.

(4) A deterrence or detraction from the overall architectural design and integrity of the building. Items must be removed immediately after receiving notice of violation.

Unit owner is responsible for cost and/or liability of damaged items or moving of heavy items in the event of emergency, need for management access to property or need to access area for maintenance or repair.

31. **RECREATIONAL FACILITIES:** Use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members. The use of the recreational areas may be modified from time to time by the Board if necessary. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities by all of the members of the Association. Amended and/or additional Rules and Regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual unit owners to apprise themselves of same. The Clubhouse and Fitness Area are available 24 hours per day, 7 days per week, except when closed for maintenance or repairs. Private use of the recreational facilities must be arranged through, and only after written permission has been granted by, the Board, which may be conditioned upon the unit owner depositing a reasonable amount with the Association to pay for cleaning and damage to the recreational facilities, caused by such use. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused. No boating, swimming or

wading shall be permitted in any lake existing within or contiguous to the condominium property.

32. **RIGHT TO ENTER IN EMERGENCIES:** In case of emergency originating in or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate. A key to each unit must be kept on file with the Association for such emergencies. Any damage as a result of forced entry will be the sole responsibility of the unit owners.

33. **ROOF:** No person shall be permitted upon the roof of any building without the prior written consent of the Board.

34. **SOLICITATIONS**: There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in writing by the Board. No individual garage sales are allowed on the Association Property.

35. **SERVICE PEOPLE:** No unit owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in his unit before 8:00 am or after 9:00 pm Monday through Saturday, except in cases of emergencies. No work is permitted on Sunday. Persons moving furniture and other property into and out of residences must do so only between the hours of 8:00am and 7:00pm. Moving vans and trucks used for this purpose shall only remain on condominium property when actually in use. Contractors and all sub-contractors must produce a legal business license and a Certificate of Insurance of general liability of no less than $250,000 per occurrence and no less than $500,000 aggregate, and provide proof of Worker's Compensation coverage for the Association files.

36. **SIGNS:** No sign, advertisement, notice or other letterings shall be exhibited, inscribed, painted or affixed by any unit owner or their representatives on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements or limited common

elements without the prior written consent of the Board except for warning of hazard or emergency contact information.

37. **SWIMMING POOL AND SPA:** Pool & Spa Hours of operation are dawn to dusk. No one may use the pool deck, swimming pool or spa during other times.

Anyone using either the swimming pool or the spa shall be strictly responsible for their own safety and shall do so at their own risk. There shall be no lifeguard on duty. The Association shall assume no responsibility for any injury to persons or any damage to property resulting from such use.

Parents and guardians shall be strictly responsible for the conduct of their children. Children under the age of fourteen (14) years old are not permitted in or around the swimming pool unless accompanied by an adult. Children under the age of fourteen (14) years old are not allowed in the spa.

No one may enter the swimming pool or spa without showering.

No glass containers are permitted in the fenced pool area.

No diving is permitted in the swimming pool.

Anyone using suntan lotion or oil must cover any lounge or chair they are sitting on with a towel.

All persons in or around the pool area shall obey all posted swimming pool Rules and Regulations.

Guests must be accompanied by an owner/resident and should be limited to allow residents to be accommodated.

Chaise lounges may not be reserved; no pool or patio equipment may be removed from the pool area at any time.

Smoking is prohibited within the fenced pool area.

Bicycles, skate boards, rollerblades and other similar items are not allowed in the pool area.

Meadows
OF ESTERO

The pool area is not to be used for games which involve running, throwing balls or other such activities that involve boisterous activity or disorderly conduct are not permitted.

All radios, televisions, and similar electronics, singing and playing of a musical instrument shall be regulated to sound levels that are not disturbing to others.

Non-toilet trained children or incontinent individuals are prohibited from using the pool/spa.

See Centers for Disease Control and Prevention information below:

Centers for Disease Control and Prevention *1600 Clifton Rd. Atlanta, GA 30333, USA*

800-CDC-INFO (800-232-4636) TTY: (888) 232-6348 - Contact CDC–INFO

Swim Diapers & Swim Pants

The use of swim diapers and swim pants might give users, parents, and pool staff a false sense of security regarding fecal contamination.

Some research has looked into how well swim diapers and swim pants are able to keep feces (poop) and infection-causing germs from leaking into the pool. Even though swim diapers and swim pants might hold in some solid feces

1. They are not leak proof. Swim diapers can delay diarrhea-causing germs like, Cryptosporidium, from leaking into the water for a few minutes, but swim diapers do not keep these germs from contaminating the water

2. No manufacturers claim these products prevent leakage of diarrhea into pools.

All swimmers should stay out of the water when they are ill with diarrhea, even if they are wearing swim diapers or swim pants. They risk contaminating the pool with feces and germs, which can make others sick.

Tampering with pool equipment and temperature settings are strictly prohibited and the Association, through its management, reserves the right to have residents and/or guests leave the pool area if these rules are not adhered to.

March 1st 2015

38. **FITNESS CENTER:** Anyone using the gym shall be strictly responsible for their own safety and shall do so at their own risk. The gym is for the use of all residents eighteen (18) years of age and older. Gym hours are, 24 hours per day, seven (7) days per week. Proper attire is required when using fitness center. No bare feet or flip-flops or sandals are permitted. Please report any repairs, violations or vandalism to management. Unit owners, guests and tenants are responsible for any damages caused by their actions.

39. **TRASH AND GARBAGE:** All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic garbage bags and placed in closed containers. Trash bags are not permitted to be left out side of a secured receptacle. Garbage and recycle containers shall not be placed out for collection prior to 6:00pm of the day before the scheduled pick-up and returned to owner's garage by 6:00pm the day of pick up. It is the unit owner/tenant/representatives' responsibility to get their containers back into the garage or make necessary arrangements for the proper disposal of trash and return of container following collection.

40. **VEHICULAR AND PEDESTRIAN TRAFFIC:** All vehicular and pedestrian traffic being in and/or operating upon the condominium property shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 19 mph.

41. **WHEEL VEHICLES:** No unit owner shall permit wheel vehicles, including but not limited to golf carts, bicycles, mopeds, skateboards, carriages and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property.

42. **WINDOW, DOOR AND BALCONY TREATMENTS:** No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings without the prior written consent of the Board. Balconies and covered entry ways may not be enclosed, which includes the screening of the same; nor may anything be affixed to the walls within such areas

Meadows OF ESTERO

without the prior written consent of the Board. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a unit, if affixed to the exterior of a unit, without the prior written consent of the Board. Window treatment shall consist of drapery, blinds, decorative panels or other tasteful materials, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after a unit owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired. Except for white or light earth-tone window coverings as visible from the street, the Association has the right to require any window coverings to be removed if the color of same is unsightly in the Board's discretion. No windows shall have a tinted film applied and no screening shall be replaced other than screening of the same material and color as originally exists, without the prior written consent of the Board.

March 1st 2015

Make sure you review all documents before clicking Confirm Signing!!