

WESTVIEW CONDOMINIUM ASSOCIATION NO. TEN, INC.

Rules and Regulations

Revised 02/21/2023

You have chosen Westview Condominium No. Ten as your new home and your Association pledges continuing efforts to make it a source of pride for you. We share your desire to maximize your enjoyment of your property and to protect its value, and, in fulfilling that desire, we need to help and cooperation and that of your neighbors. Accordingly, a set of Rules and Regulations has been adopted by your Association to be observed by the Unit Owners and their families, guests, and invitees. These Rules and Regulations, which supplement the Rules and Regulations contained in Article XVII of the Declaration of Condominium are set forth below. They are applicable to occupants as well as to Unit Owners.

1. The sidewalks, entrances, and passages shall not be constructed or encumbered or used for any purpose other than ingress and egress.
2. The personal property of all Unit Owners shall be stored in their Units.
3. Common Elements shall not be obstructed, littered, defaced, or misused in any manner. To ensure a healthful environment, no garbage cans, milk bottles, or other articles shall be placed on the balconies or patios, or elsewhere on the Common Elements, and no linens, cloths, clothing, curtains, rugs, mops, laundry of any kind, or other articles shall be shaken or hung from any of the window, doors, balconies or patios, or exposed on any part of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clean of rubbish, debris, and other unsightly material.
4. To eliminate odors and vermin, all garbage and other refuse shall be placed only inside association dumpsters. Absolutely no trash of any kind, including bulk trash, shall be left on the floor of the dumpster area, the surrounding greenspace, or anywhere else except in the dumpsters. When placing items inside a dumpster, residents shall ensure that the lid closes completely after placing trash within. If a dumpster is at capacity, residents are required to bring their trash to another association dumpster that has sufficient space. To maximize dumpster capacity, residents are required to break down all boxes, such as those used for online package deliveries, to the maximum extent possible prior to placing them in association dumpsters.
5. Parking areas shall be used solely for parking automobiles, motorcycles, and non-commercial vans and pick-up trucks. No commercial trucks, campers, mobile homes, motor homes, boats, house trailers, or trailers of any other description shall be permitted to be parked or to be stored at any place in the parking areas or on any other portion of the Condominium Property. This prohibition shall not apply to the temporary parking of trucks and other commercial vehicles for pickup, delivery, and other commercial services. No vehicle which cannot operate under its own power shall remain on the Condominium

Property for more than forty-eight (48) hours, and no repair of vehicles shall be made on the Condominium Property. To prevent damage to irrigation systems and to ensure the smooth flow of vehicular traffic throughout the community, absolutely no parking shall be permitted on association green space or on association-owned roads. Additionally, no vehicle of any kind shall be permitted to park in any guest parking spot for longer than 72 hours without obtaining prior express written approval of the board of directors. To clarify, after 72 hours parked in the same guest spot, a vehicle shall be required to move the vehicle off the condominium property or to another available guest spot. Failure to comply with this provision may cause the offending vehicle to be towed.

6. Except in an emergency, no Unit Owner shall cause or permit a horn to be blown in any vehicle of which his guest or family member(s) are occupants while such vehicle is upon the Condominium Property.

7. In order that labor costs may be kept to a minimum, no Unit Owner shall send an employee of the Association, or any management firm employed by the Association out of the building at any time for any purpose, and no Unit Owner shall direct, supervise, or in any manner attempt to assert control over such employees.

8. In order that all Unit Owners may have the quiet enjoyment of their property, no Unit Owner shall make any disturbing noises in the building or permit his family, servants, employees, agents, visitors, or licensees to do so, and no Unit Owner shall do, or permit to be done by such persons, anything that will interfere with the rights, comfort or convenience of other Unit Owners. The use of fireworks can only be used the day of the holiday not days before and after the holiday. Additionally, no fireworks are to be set off in the streets or in front of any units. Fireworks can only be set off at the edge of the large lake on 97th Terrace to shoot across the lake, this alleviating damage to any units, buildings, or parked vehicles. To do otherwise would be a violation of this rule and will not be tolerated. No Unit Owner shall play or permit to be played in his Unit any musical instrument, phonograph, television, radio, or sound amplifier in such a manner to disturb or annoy other Unit Owners or Occupants.

9. No radio or television installation which interferes with the television or radio reception of another Unit shall be permitted in a Unit.

10. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium Property by any Unit Owner, without the written consent of the Association, and no awning, canopy, shutter, or other projections shall be attached to or placed upon the outside walls or roof of the Condominium buildings without the Association's written consent.

11. The Association has the irrevocable right to access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

12. No inflammable, combustible, or explosive substance shall be kept in any Unit or storage area, except such as are required for normal household use.

13. Payment of monthly Assessments shall be made at the office of the Association's manager. Payments made in form of checks shall be made to the order of such party as the Association shall designate. Payments of regular Assessments are due the first of each month, and, if ten (10) or more days late, are subject to charges as provided in the Declaration of Condominium and the Association's By-Laws.

14. In order to protect the Condominium Property, each Unit Owner who plans to be absent from his Unit during the hurricane season (June-December) must prepare his Unit prior to his departure by:

(A) Removing all furniture, plants, and other objects from his patio or balcony; and

(B) Designating a responsible firm or individual, if other than the Association, to care for his Unit should the Unit suffer hurricane damage and furnishing the Association with the name of such firm or individual. The firm thus designated shall be subject to the approval of the Association and shall contact the Association for clearance to install or remove hurricane shutters.

15. Food and beverages may not be consumed outside of a Unit or Building, except at designated areas.

16. In order that the Condominium buildings may maintain an attractive and uniform exterior appearance, no Unit Owner shall cause anything except decorative plants and flowers to be affixed or attached to, hung from, or placed on the exterior walls, doors, balconies, patios, or windows of the Condominium's buildings. All window and glass coverings which are either affixed to a window or attached to a window frame and which may be observed from outside the building, shall be either white or off-white in color, unless another color is approved in writing by the Association. No "for sale" or "for rent" signs or other windows displays, or advertising shall be permitted on any part of the Condominium Property, except those placed by the Association or the Manager.

17. No pets shall be permitted in any place on the Condominium property other than in a Member's Unit without being leashed or caged as appropriate. No pets shall be permitted in the recreational area at any time. All pets shall be walked only on the areas designated for pets by the Board of Directors of the Association.

The Board of Directors of the Association shall be entitled to determine whether a particular pet constitutes a nuisance. The Member shall forthwith discontinue the keeping of said pet immediately upon notification by the Board of Directors of such determination. No pet(s) can be replaced unless permitted by the Board of Directors. A Unit Owner may keep two (2) small domestic, pet cats or small dogs (each no more than 25lbs) in the unit. The Board of Directors may make reasonable exceptions to this weight criterion when they circumstances justify same. The right to keep such pet or pets by any Unit Owner maybe be revoked at any time by the decision of the Board of Directors of the Association in the

exercise of their judgment, and in their sole discretion; and upon such revocation, the Unit Owner shall forthwith remove the pet(s) which the Board of Directors directs the Owner to remove from the Unit. The Unit Owner will have no recourse against any Member or Members, or the Association, for any decision made regarding the removal of pets of the Unit. During such time when a pet is housed in a Unit, the Owner will hold the Association harmless against any and all claims, debts, demands, obligation, costs and expenses, which may be sustained by or asserted against the Association and Member of its Board, by reason of acts of said pet committed in or about the condominium; and the Unit Owner will be responsible for the repair of all damage resulting from acts of said pet.

18. The use of the Unit shall be consistent, and in compliance, with existing laws, the provisions of the Declaration, and other Condominium Documents, and these Rules and Regulations.

19. No structural changes or alterations shall be made in any Unit, except upon approval, in writing, of the Board of Directors of the Association and the approval of the institutional first mortgagee of the first mortgage, if any, encumbering said Unit. Any changes affecting the exterior must be approved by the Association. "Residents are strictly prohibited from removing association vegetation, such as trees and shrubs, without prior written approval from the board of directors."

20. Each owner shall maintain such Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, or balconies thereof, any dirt or other substance. The owner of each unit must perform promptly all maintenance and repair work within his unit which if omitted would affect other unit owners or the Condominium Property. The owner of each unit shall be responsible for any damages caused to the association or other unit owners by his failure to maintain his unit. Maintenance, repair, and replacement by the Unit owner shall include, but not be limited to, the following: patio screening, pipes within the unit, insect and pest control within the unit and exterior fencing including the painting of association colors.

21. No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install any type of television antennae, machines, or air conditioning equipment, etc., except as authorized, in writing, by the Board of Directors of the Association.

22. Any damage to the recreation facilities or Common Elements cause by any Owner, his tenants, guests, invitees, or members of the family of any of the foregoing, shall be repaired at the expense of such Owner.

23. The recreational facilities are solely for the use of the Westview Condominium No. Ten residents and their invited guests. Swimming and the use of the facilities shall be at the risk of the residents and their invited guests and not in any event at the risk of the Association. Unit owners, guests or tenants are prohibited from swimming, wading, or entering the lakes and or ponds adjacent or contained within the common areas of Westview Phase No. Ten.

24. Unit Owners shall be held responsible for the actions of their lessees, children, guests, and pets.

25. Complaints regarding the maintenance of the Units and grounds or regarding actions of other owners, their pets, children, and guests shall be made in writing to the Association and signed by the person registering the complain. The Association shall not be required to investigate or rectify any matter which is the subject of an oral or unsigned complaint.

26. Any consent of approval given under these Regulations and Rules promulgated by the Association shall be revocable at any time.

27. All Unit Owners shall conform to and abide by all Rules and Regulations regarding the maintenance or alteration of the Unit and/or common elements which are established by the Declaration or Covenants and Easements.

28. These Regulations may be modified, added to, or repealed at any time by the Board of Directors of the Association.

29. All applicants looking to purchase a unit in the Association must have at least at 670 credit score and no felonies within the last seven (7) years. All applicants looking to rent a unit in the Association must have at least a 625-credit score and no felonies within the last seven (7) years. All applications must be submitted to the management company for a credit and background check then it will be sent to the Board of Directors for review.

30. Residents who wish to inspect or copy the official records of the association shall first complete the association's records request form, which shall be provided upon written request from the property manager or board designee. Official records shall be made available to residents per § 718.111(12), Florida Statutes.