

RULES AND REGULATIONSFORGARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

(All capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration of Condominium for Garden Homes at Livingston Lakes, a Condominium ("Declaration of Condominium")).

The Livingston Lakes Condominium Association, Inc. ("Association") is responsible for the management, operation, maintenance, insurance, inspection, repair and replacement of the Common Elements of the Condominium.

These Rules and Regulations for the Condominium shall apply equally to Unit Owners who are Members of the Association (hereinafter, either "Unit Owners" or "Members"), their Tenants who shall have the privileges of the Member while any lease is in effect) (a Member and his or her Tenant shall hereinafter be collectively referred to as the "Primary Resident" or "Primary User") and their Occupants (as defined in the Declaration of Condominium, the term "Occupant" includes Members, Guests or Tenants who reside in a Unit as authorized by a Member or its agent, and where the context dictates, the term Occupant also includes family members, licensees and invitees).

**A. GENERAL RULES**

1. Passenger automobiles, small pick-up trucks, sports utility vehicles and/or vans of the type commonly used as private passenger vehicles, and motorcycles that do not exceed the size of one parking space shall be parked in the parking space assigned for the exclusive use of the Member's Unit ("Designated Space"). No Unit shall be permitted to park more than two (2) vehicles on the Condominium Property, one in the Designated Space assigned to the Unit and one in an unassigned parking space. The Association has the right to limit the use of the parking areas and the number of vehicles that any Unit Owner and such Unit Owner's family, guests, invitees and tenants, may park at any one time on the Condominium Property and Association Property. The Association has the right, from time to time, to close off portions of the parking area (other than the Designated Spaces and access thereto) for private parties and/or functions. Except for the Designated Spaces, the parking spaces located on the Common Elements are not assigned and are for use by Owners, guests, visitors and vendors subject to the limits on the number of vehicles per Unit. Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers are prohibited. Bicycles and mopeds shall be parked only in the Member's Designated Space on the Condominium Property, if any, and as may otherwise be designated by the Board of Directors. Vehicle maintenance is not permitted on the Condominium Property. All vehicles must be currently licensed with license displayed as required by law, be in good operating condition and be in compliance with all requirements to operate in public areas including any insurance requirements. No inoperable or unsightly vehicles may be kept on the Condominium Property. Vehicles must be parked only within spaces provided for parking. Only one vehicle may be parked in any parking space. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single defined parking space, or in entrances or exits. The Association may impose additional parking regulations including requiring the use of parking decals on vehicles. Any violations of the foregoing rules will subject the vehicles to being towed without notice at the owner's expense. Notwithstanding the foregoing, the Developer shall be exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, marketing,

sales or leasing of Units, as are commercial vehicles used by vendors while engaged in work at the Condominium.

2. Small pick-up trucks, sports utility vehicles and/or vans of the type commonly used as private passenger vehicles may be parked on the Condominium Property, so long as no commercial equipment or lettering or graphics is exposed to view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or a reference to any commercial undertaking or enterprise. This prohibition on parking shall not apply to trucks and commercial vehicles, such as for pick-up, delivery or repairs to the Association Property and Condominium Property and other commercial services, temporarily parked during business hours in compliance with this Declaration and the Rules and Regulations. Nor shall this prohibition apply to any passenger vehicle, sports utility vehicle or mini-van owned or issued by a local, state or federal government that is assigned to a Primary Resident for personal use and has a license tag or other form of identification which identifies the vehicle as a governmental vehicle.

3. All powered vehicles capable of exceeding five (5) miles per hour must be licensed, registered and insured. Golf cart type vehicles, whether electric or gas powered, are not permitted, except for those operated by Developer, the Association or their respective contractors or vendors in connection with the maintenance, repair or security of the Condominium or Livingston Lakes Community.

4. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed on the Condominium Property without the written consent of the Board of Directors.

5. To maintain harmony of the exterior appearance of the Building, no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium Property visible from the exterior of a Building or from the Common Elements without the prior written consent of the Board of Directors. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors. Tile and floor coverings on any lanai, other than those originally installed by the Developer, must be approved in advance by the Board of Directors as provided in Article 10 of the Declaration of Condominium.

6. All Common Elements inside and outside of a Building will be used for their designated purposes only, and nothing belonging to Primary Residents or their Occupants shall be kept therein or thereon without the approval of the Board of Directors, and such areas shall at all times be kept free of obstruction. Primary Residents are financially responsible to the Association for damage to the Common Elements caused by themselves or their Occupants.

7. Section 18.11 of the Declaration details certain pet restrictions upon the Condominium Property. No pet shall be kept tied outside a Unit or on any lanai, loggia, balcony or terrace, unless someone is present in the Unit. The Primary Resident or Occupant shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Primary Resident or Occupant shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium

Property. If a dog or any other animal becomes obnoxious or a nuisance to other Primary Residents or Occupants by barking or otherwise, the Primary Resident thereof must cause the problem to be corrected; or, if it is not corrected, the Primary Resident, upon fifteen (15) days' written notice by the Board of Directors, will be required to permanently remove the animal from the Condominium Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

8. No garbage, refuse, trash or rubbish shall be deposited or disposed of on the Condominium Property or Association Property except as permitted by the Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage and trash shall be disposed of only in receptacles approved by the governmental authority, trash collection company or the Association and designated for such purposes by the Association.

9. Units may be leased only in accordance with Section 19 of the Declaration.

10. The Association shall retain a pass key to each Unit in the Condominium, and the Primary Residents shall provide the Association with a new or extra key whenever locks are changed or added to the Unit entry door.

11. Children shall be under the direct control of a responsible adult at all times while on the Common Elements. Children shall not be permitted to run, play tag or act boisterously on the Common Elements. Skateboarding, "Big Wheels", scooters, or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Association's Manager or the Board of Directors.

12. Loud and disturbing noises are prohibited.

13. Electronic devices that emit noise (including, without limitation, radios, iPads, smartphones, portable DVD players, portable CD players and laptop computers, handheld game devices and televisions) shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the Common Elements shall be used only with earphones.

14. No vocal or instrumental practice is permitted in a Unit or on any portion of the Common Elements after 10:00 p.m. or before 9:00 a.m.

15. Use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Board of Directors. In accordance with the Florida Fire Prevention Code (Fifth Edition), effective December 31, 2014, no hibachis, grills or other similar devices for cooking, heating or any other purpose, whether gas, propane, charcoal or electric, shall be used, kindled or stored on any lanai, loggia, walkway, stairs or any other Limited Common Element areas, or within 10 feet of any Building or other structure.

16. Illegal and immoral practices are prohibited.

17. Lawns, shrubbery or other exterior plantings in the Common Elements shall not be altered, moved or added to without permission of the Board of Directors.

18. Laundry, bathing apparel and beach accessories shall not be maintained outside of the Units or Limited Common Element loggias, lanais, balconies or terraces, and such apparel and accessories shall not be exposed to view.

19. No nuisance of any type or kind shall be maintained upon the Condominium Property.

20. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on a Building or contents thereof or upon any portion of the Condominium Property, without the prior written consent of the Board of Directors. No Primary Resident shall permit anything to be done or kept in his Unit, Limited Common Elements or in the Common Elements which will result in the cancellation of insurance on a Building, or contents thereof, or which would be in violation of any law or building code.

21. Persons moving furniture and other property into and out of Units must notify the Association's Manager in advance. All such moving must be Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. Moving vans and trucks used for this purpose shall only remain on the Condominium Property when actually in use. No moving is permitted on Sundays and legal holidays.

22. These Rules and Regulations shall apply equally to Primary Residents and their Occupants and designees.

23. The Board of Directors may impose a fine for each violation of these Rules and Regulations or any of the Condominium Documents in accordance with the provisions of Section 17 of the Bylaws of the Association and Chapter 718, Florida Statutes.

24. The Association, the Association's Manager and their representatives, agents, employees, contractors, subcontractors, designees and assigns are not permitted to perform private work for Primary Residents or Occupants during normal work hours. If the foregoing parties are agreeable, staff may assist such persons privately when off duty.

These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium. Reference should be made to the Condominium Documents. The Board of Directors reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the amenities and their users, to promote cleanliness and good order of the property and to assure the comfort and convenience of the Primary Residents and Occupants.

#### **RULES FOR DECORATORS, CONTRACTORS AND SUB-CONTRACTORS**

25. The Member must pre-register with the Association's Manager, giving him the name, address, telephone number and fax number of the Member's representative who will be

overseeing the work being done in the Unit whether it is the interior decorator, the general contractor or the Member.

26. Prior to commencing work, the Member's representative must submit to the Association's Manager, a list of names, addresses and telephone numbers of all sub-contractors who will be working in the Unit, together with a schedule for their work.

27. The Association's Manager will coordinate with the Member's representative for the issuance of temporary passes for access for decorators and contractors into the Livingston Lakes Community through the entrances designated by the Association from time to time.

28. Work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 am to 12:00 p.m. on Saturdays. No work is permitted on Sundays and legal holidays.

29. The contractor and all sub-contractors must have appropriate licenses and insurance for working in Collier County and submit proof of same for the Association's Manager's file.

30. Prior to authorization for access, the contractors and all sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000.00 per occurrence and no less than \$500,000.00 aggregate, and provide proof of Worker's Compensation coverage for the Association's Manager's file.

31. All vehicles and persons will enter only at location approved by the Association's Manager.

32. Workers will be allowed to unload their materials and equipment outside the Building in which the Member's Unit is located. After unloading, workers must park their vehicles in the designated Common Element parking areas or as specified by the Association's Manager.

33. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.

34. Grout, paint, wall mud or any other material may not be poured down drains, sinks, toilets or bathtubs.

35. Breaks and lunches, if taken, should be confined to within the Unit.

36. Access to individual Units must be coordinated through the Member, decorator or other designee.

37. No extension cords shall be hung from any of the sprinkler heads, nor shall any sprinkler head be tampered with or removed.

38. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.

39. Workers are not to wander around in areas other than the specific area or Unit to which they are assigned

40. Each Member is responsible for the actions of his or her decorator(s), contractor(s) and sub-contractor(s) while on the Condominium Property. Decorators, contractors, and sub-contractors are on the Condominium Property at their own risk and agree to indemnify and hold harmless the Association and WCI Communities, LLC for any liability or damages which might arise in connection with their activities on the Condominium Property or within the Livingston Lakes Community.

41. Smoking, while discouraged, will only be allowed in the individual Units with the Member's permission.

42. Please help us keep the Common Elements clean.

Activities will be monitored during the day. Non-compliance may result in the decorator's, contractor's and sub-contractor's firm being barred from the Condominium Property.

If the Member has any questions, he or she should contact the Association's Manager.

**B. RULES FOR OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD OF DIRECTORS; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS.**

**I. THE RIGHT TO SPEAK**

1. To the maximum extent practical, the posted Board of Directors meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board of Directors.

2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation or the By-Laws of the Association.

3. After each motion is made and seconded by the Board of Directors members the meeting Chairperson will permit Member participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.

4. Member participation will not be permitted after reports of officers or committees unless a motion is made to act upon the report, or the Chairperson determines that it is appropriate or is in the best interest of the Association.

5. A Member wishing to speak must first raise his or her hand and wait to be recognized by the Chair.

6. While a Member is speaking, he or she must address only the Chair; no one else is permitted to speak at the same time.

7. A Member may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.

8. The Chair may, by asking if there be any objection and hearing none, permit a Member to speak for longer than three (3) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board of Directors member only and if there is an objection then the question will be decided by a vote of the Board of Directors.

9. The Chair will have the sole authority and responsibility to see to it that all Member participation is relevant to the subject or motion on the floor.

## **II. THE RIGHT TO VIDEOTAPE OR AUDIOTAPE:**

1. The audio and video equipment and devices which Members are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

2. Audio or video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board of Directors or any designated Committee.

3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

4. At least twenty-four (24) hours advance written notice shall be given to the Board of Directors by any Member desiring to utilize any audio and/or video equipment to record a meeting.

## **III. ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED ON THE CONDOMINIUM PROPERTY AT THE MAIL BOX AREAS.**