

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.
AMENITIES CENTER AND OTHER ASSOCIATION PROPERTY
RULES AND REGULATIONS

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

The Livingston Lakes Condominium Association, Inc. ("Association") shall manage, maintain, insure, inspect, operate, repair and replace the Amenities Center, consisting of a clubhouse building with a club room, fitness studio, men's and women's restrooms, covered veranda, parking lot, swimming pool and surrounding pool deck and landscape grounds.

The Association also manages, maintains, insures, inspects, operates, repairs and replaces the other Association Property, also known as the "Infrastructure", consisting of the basic facilities, services, and installations needed for the functioning of the Livingston Lakes Community located on the Association Property, including but not limited to the Master Drainage System, preserve or conservation areas, lakes, an access road, private roads, automatic gates, potable water, sanitary sewer, sewer force main, lift station, irrigation, utilities, mail kiosks, buffer areas, sidewalks, walkways, green spaces, landscaped areas and other such facilities and services, as more particularly described in the Declaration of Easements and Cost Sharing Agreement ("Easement Agreement").

These Rules and Regulations for the Amenities Center and the Other Association Property shall apply equally to Members of the Association who are Livingston Lakes Unit Owners and their Occupants (as defined in the Declaration of Condominium, the term "Occupant" includes Unit Owners, Guests or Tenants who reside in a Unit as authorized by a Unit Owner or its agent, and where the context dictates, the term Occupant also includes family members, licensees and invitees). These Rules and Regulations shall equally apply to the members and authorized occupants of any additional condominium created in the Livingston Lakes Community governed by the Association.

1. GENERAL.

1.1 Pets. With the exception of facilitating animals (i.e. a guide dog assisting a visually or hearing impaired person), no animals may be brought into the clubhouse building (club room, fitness studio or restrooms) and in no event shall such animals be permitted in the swimming pool and surrounding pool deck or within the fenced swimming pool perimeter.

1.2 Attire.

1.2.1 No attire (such as street clothes, under garments, cut-offs or clothing not designed as swimwear), other than appropriate swimwear attire shall be worn in the swimming pool and surrounding pool deck, as determined by the Board of Directors in its sole discretion. Swimwear attire shall be restricted to the swimming pool and surrounding pool deck, and the men's and women's restroom areas. Swimwear attire shall not be allowed in the club room or fitness studio. Exercise/fitness attire shall be worn in the fitness studio.

1.2.2 Shirts and shoes must be worn in the club room or fitness studio at all times.

1.3 Club Room Reservation Agreement. Prior to any use of the club room for private functions, the Member (or his Tenant who shall have the privileges of the Member while any lease is in effect) (the Member and his or her Tenant shall hereinafter be collectively referred to as the "Primary Resident" or "Primary User") and the Association's Manager must sign a written "Club Room Reservation Agreement". A copy of the Club Room Reservation Agreement can be obtained from the Association's Manager. Only a Primary Resident may reserve the club room for a private party. The Primary Resident shall be responsible for any damage and clean up expenses to the club room and clubhouse building and for the payment of any charges not paid by individuals attending the private party. In addition to the executed Club Room Reservation Agreement, the Primary Resident shall provide the Association's Manager with the following items for any private party: \$250 refundable deposit; \$50 cleaning fee (bathrooms, floors, etc.); proof of residence; waiver of liability; acknowledgment of room rental rules; itemized before and after inspection checklist with charges; list of Guests; the beginning and end times for the usage and possible additional insurance (1 Day Policy) which the Association may require, depending upon its current insurance policy.

1.4 Amenities Center Parking Lot. Self-parking is permitted in the Amenities Center parking lot identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. No overnight parking is permitted in the parking lot. Vehicles in violation of the foregoing will be towed or booted at the owner's expense.

1.5 Commercial Advertisements. Commercial advertisements may not be posted or circulated in the Amenities Center, nor shall business of any kind be solicited or conducted in the Amenities Center. The Amenities Center may not be used for any commercial function.

1.6 Other Restrictions.

1.6.1 Minors sixteen (16) years and over may use the Amenities Center facilities with or without adult supervision provided that the minor's parent or legal guardian executes a Consent, Waiver, Release and Indemnification Agreement in advance. Children under the age of sixteen (16) must be accompanied at all times by an adult; however, the adult may not be simultaneously engaged in aerobics, fitness exercises, swimming, or any other activity that could diminish his or her ability to supervise the child. Children under the age of sixteen (16) may not use the equipment in the fitness studio at any time.

1.6.2 The Primary Resident must provide a Guest list to the Association's Manager for his or her Guests to gain entry for any social function at the Amenities Center. Primary Residents will be responsible for their Guests at all times and the Primary Resident's account will be billed for any damage caused by such Guests.

1.6.3 Non-Members may not use the Amenities Center unless (i) they are Tenants of a Unit Owner while any lease is in effect, (ii) they are Occupants of a Unit and are registered with the Association's Manager to use the Amenities Center or (iii) they are accompanied by a Member. The Primary Resident shall be responsible for informing any Guest of these Rules and Regulations and of any risks involved in the Guest's use of the Amenities Center. The Primary Resident shall indemnify and hold the Association and its agents harmless against any and all claims, which his or her Guest may bring against the Association or its agents arising from use of the Amenities Center.

1.6.4 Guests may not authorize any other guests to use the Amenities Center.

1.6.5 Smoking, including cigar and pipe smoking, is prohibited at the Amenities Center.

1.6.6 Absolutely no alcoholic beverages of any kind, or any glass and breakables may be brought into or used at or in the Amenities Center except as agreed to by the Association's Manager in the Club Room Reservation Agreement for a private party. Eating and drinking (except water from spill-proof containers) are prohibited, except at locations designated by the Board of Directors from time to time and as provided in the Club Room Reservation Agreement.

1.6.7 Roller blades, skateboards, bicycles and similar devices may not be brought into or used at or in the clubhouse, fitness studio, swimming pool and surrounding pool deck areas. Costs to repair any damage incurred by any Primary Resident or Occupant will be billed to the Primary Resident's account.

1.6.8 Horseplay, profanity and disruptive behavior are strictly prohibited at all times and the offending Primary Resident or Occupant will be asked to leave the Amenities Center by the Association's Manager or his designee.

1.6.9 Throwing footballs, Frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the swimming pool or surrounding area. The offending Primary Resident or Occupant will be asked to leave the Amenities Center by the Association's Manager or his designee.

1.6.10 Firearms, fireworks, weapons and implements that may be used or construed to be a weapon of any kind are not permitted in the Amenities Center at any time.

1.6.11 Persons who leave the swimming pool and surrounding area for over thirty (30) minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving or reserving lounges or chairs for person(s) absent from the swimming pool and surrounding area is prohibited.

1.7 Hours of Operation. The Amenities Center shall be open on the days and during the hours established by the Board of Directors from time to time. Those days and hours are currently established as follows: Monday - Sunday from 8:00 a.m. to dusk; however, Primary Residents and Occupants may use their access cards to gain entry to the fitness studio from 5:30 a.m. to 10:00 p.m. daily.

1.8 Responsibility for Personal Property and Persons.

1.8.1 Each Primary Resident assumes sole responsibility for the health, safety and welfare of such Primary Resident and his or her Occupants, and their respective personal property.

1.8.2 The Association is not responsible for any loss or damage to any private property used or brought to the Amenities Center. Without limiting the foregoing, any person parking a car in the Amenities Center parking lot or elsewhere on the Association Property assumes all risk of loss with respect to his or her car, equipment, jewelry or other possessions brought to the Amenities Center or elsewhere on the Association Property, on bicycles, or within

cars, and with respect to wallets, books and articles of clothing left in the swimming pool and surrounding pool deck areas.

1.8.3 Any Primary Resident, or other person who, in any manner, makes use of, or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased, or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, in the Amenities Center or elsewhere on the Association Property, shall do so at their own risk. Every Primary Resident shall be liable for any property damage and/or personal injury at the Amenities Center or elsewhere on the Association Property, or at any activity or function operated, organized, arranged or sponsored by the Association, caused by any Occupant. Each Primary Resident shall be jointly and severally liable to the Association in connection with the foregoing. Without limiting the foregoing, on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, the Association may impose a fine on a Primary Resident an amount which may not exceed \$100 per violation, or \$1,000 in the aggregate, in addition to requesting that a Primary Resident pay the Indemnified Parties for all losses incurred.

1.8.4 Property or furniture belonging to the Association shall not be removed from the club room or other area in which it is placed or from the Amenities Center.

1.8.5 In addition, each Primary Resident agrees to indemnify and hold harmless the Association, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively "Indemnified Parties") against all actions, injury, claims, loss, liability, damage, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Primary Resident's use of the Amenities Center or other Association Property by Primary Residents or Occupants, or the interpretation these Rules and Regulations and/or from any act or omission of the Association or of any of the Indemnified Parties.

1.8.6 Should any Primary Resident or Occupant bring suit against the Association or any of the Indemnified Parties in connection with the Amenities Center or other Association Property, the Primary Resident shall be liable, jointly severally, to the Indemnified Parties for all losses, costs and expenses incurred by the Indemnified Parties in defense of such suit, including attorney's fees, paraprofessional fees, and courts costs and expenses at trial and upon appeal.

1.9 Grills. 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 within 10 feet of any Building or other structure.

2. FITNESS STUDIO.

2.1 Hours of Operation. The fitness studio may only be used during the hours of 5:30 a.m. to 10:00 p.m. Assumption is made that each user understands how to operate the fitness equipment correctly and will be responsible for doing so without assistance from on-site staff. Primary Residents shall be responsible for, and shall be billed by the Association for any damage incurred to the fitness equipment by the Primary Resident or Occupant, as applicable.

2.2 Attire. Suitable attire and footwear must be worn at all times. Shirts must be worn at all times and shorts must have hemmed edges and no docksiders, flip-flops or bare feet are permitted. Jewelry which may interfere with exercising must be removed prior to exercising.

2.3 Noise. 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) may be used at or in the vicinity of the fitness room only when listened to through ear phones.

2.4 Risk of Loss. Primary Residents assume full risk of loss and responsibility for damage to their health for the use of the fitness studio and the fitness equipment located thereon. It is the responsibility of each Primary Resident or Occupant using the fitness equipment to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the Primary Resident or Occupant from using the fitness equipment or amenities or engaging in active or passive exercise. Primary Residents and Occupants assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

2.5 Equipment

2.5.1 Each user of the fitness equipment is responsible for wiping it down after every use.

2.5.2 Use of fitness equipment is AT THE USER'S OWN RISK.

2.5.3 Cardiovascular equipment may not be reserved. The maximum time limit for using the cardiovascular equipment will be thirty (30) minutes per person.

2.5.4 All equipment must be returned to its proper location.

2.6 Other Restrictions. Food and beverages may not be brought into the fitness studio, except for water sports bottles.

2.7 When participating in scheduled classes, the Primary Resident or Occupant should check in on time, follow the directions of the instructor, and stay for the entire class.

2.8 CHILDREN UNDER THE AGE OF SIXTEEN (16) MAY NOT USE ANY OF THE FITNESS STUDIO EQUIPMENT. MINORS WHO ARE SIXTEEN (16) YEARS AND OVER WILL BE PERMITTED ACCESS TO AND USE OF THE FITNESS STUDIO ONLY IF A CONSENT, WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT IS COMPLETED AND SIGNED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

3. SWIMMING POOL AND SURROUNDING DECK.

3.1 Risk of Use.

3.1.1 No lifeguard is present at the swimming pool. Use of the swimming pool is AT THE USER'S OWN RISK.

3.1.2 Diving is not permitted in the swimming pool.

3.1.3 Running, horseplay, loud music, rafts, bicycles, roller blades and skateboards are not permitted in the swimming pool or the surrounding deck.

3.2 Hours of Operation. The swimming pool and surrounding deck are open from 8:00 a.m. to dusk daily.

3.3 Other Restrictions.

3.3.1 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) may be used at or in the vicinity of the swimming pool and surrounding pool deck only when listened to through ear phones.

3.3.2 NO GLASS CONTAINER OR ALCOHOL is permitted in the swimming pool or on the surrounding deck.

3.3.3 All persons must shower before entering the swimming pool. Minors who are not toilet trained must wear swim diapers or pull ups which are designed to prevent pool contamination. Disposable diapers are not allowed. Any person causing contamination of the swimming pool will be assessed for the cost of draining and treating the swimming pool if necessary.

3.3.4 No toys, balls or inflatables are permitted in the swimming pool. Minors who are unable to swim may use water wings with an adult's supervision. "Noodles" may be used as well as floatation devices to assist non-swimming minors under adult supervision.

3.3.5 Primary Residents and Occupants entering the club room from the swimming pool area must be dry and be properly attired.

3.3.6 Towels are to be placed upon all chairs and lounges prior to use and all chairs and lounges must be wiped clean of lotion, oil, etc, prior to leaving.

3.3.7 Tables are to be wiped clean, debris removed, and umbrellas closed after use and prior to leaving.

3.3.8 All pool furniture, if moved, must be returned to its original location.

3.3.9 All persons using the swimming pool and surrounding deck areas are responsible for keeping the areas clean by properly disposing of their trash.

3.3.10 Chaise lounges are available for Primary Residents' and Occupants' use at no charge. All persons using pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions could stain or damage the furniture. Damage caused by such products must be paid for by the responsible Primary Resident.

3.3.11 NO MINOR UNDER THE AGE OF THREE (3) SHALL BE PERMITTED IN THE SWIMMING POOL UNLESS SAID MINOR WEARS SWIMMING ATTIRE DESIGNED TO PREVENT POOL CONTAMINATION, SUCH AS A SWIM DIAPER OR SWIM PULL UPS, AND THE MINOR IS HELD BY AN ADULT AT ALL TIMES WHILE IN THE SWIMMING POOL.

NO MINOR UNDER THE AGE OF SIX (6) IS ALLOWED IN THE DEEP AREA OF THE SWIMMING POOL.

4. LAKES & WATER BODIES.

4.1 Swimming Prohibited. The lakes located in the Livingston Lakes Community are for aesthetic, water retention and drainage purposes only. No person, whether child or adult, is permitted to swim, bathe, play or otherwise enter any lake at any time for any purpose whatsoever. This prohibition also applies to pets. IT IS HEREBY DECLARED TO BE A VIOLATION OF THESE RULES AND REGULATIONS FOR ANY PERSON TO ENTER, OR FOR ANY PERSON TO ALLOW A CHILD UNDER THEIR SUPERVISION TO ENTER, THE LAKE FOR ANY PURPOSE WHATSOEVER. THE LAKES ARE NOT INTENDED OR PERMITTED FOR ANY SWIMMING, BATHING, BOATING, RAFTING, FISHING OR RECREATIONAL USE AND MAY CONTAIN HAZARDOUS MATERIALS, DANGEROUS ROCKS, GRADATION, ANIMALS OR VEGETATION. SWIMMING OR BATHING IN THE LAKE MAY RESULT IN SERIOUS INJURY OR DEATH.

5. PRESERVE OR CONSERVATION AREAS.

5.1 Portions of the Association Property are protected by the Conservation Easement by and between the Developer and Collier County, Florida, recorded in Official Records Book 5081, Page 3259 of the Public Records of Collier County. Pursuant to the Conservation Easement, the preserve or conservation areas are restricted and certain activities within such areas are prohibited in order to ensure that they are not altered from their natural state. No person shall remove any native vegetation, apply any herbicide, construct or place landscaping, buildings, roads, signs, billboards or other advertising, utilities or other structures above ground; dump or place soil or other substances as landfill or place trash, waste or unsightly or offensive materials; remove or destroy trees, shrubs or other vegetation in the preserve or conservation areas.

6. ROADS AND GATES: ACCESS CONTROL

6.1 No parking is permitted on any private road or the access road that obstructs the traffic flow in the Livingston Lakes Community. The Association shall have the right to tow or boot any vehicle that is parked on any private road or the access road for any extended period of time. Vehicles in violation of the foregoing will be towed or booted at the owner's expense.

6.2 All parking signs in the Livingston Lakes Community must be observed.

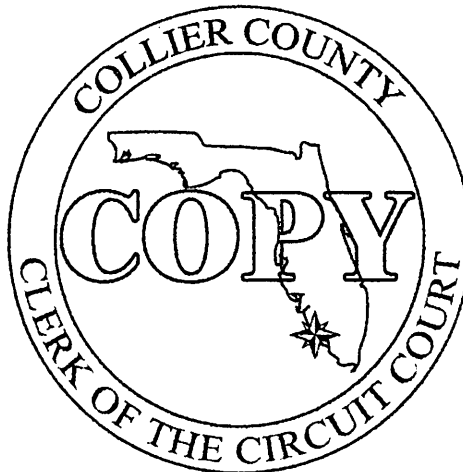
6.3 The Association's Manager will provide initial "smart passes" or access key cards to Primary Residents free of charge for vehicular ingress, egress and access to the Livingston Lakes Community through the front gate. The Association shall have the right to charge the Primary Resident for any replacement "smart passes" or access key cards from time to time, in an amount determined by the Board of Directors in its sole discretion.

7. MISCELLANEOUS.

7.1 Rule Changes. The Board of Directors of the Association 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.

These Rules and Regulations do not purport to constitute all of the restrictions affecting the Association Property. Reference should also be made to the Condominium Documents. The Fines, Notice and Hearing Procedures for the failure of any Member, or any occupant, guest, invitee, tenant, contractor or employee of the Member, to comply with these Rules and Regulations are provided in Section 17 of the Bylaws of the Association.



RULES AND REGULATIONS
FOR
COACH 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 Coach 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, sport/utility vehicles, mini-trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the Member's garage. Parking spaces located on the Common Elements are not assigned and are for use by guests, visitors and vendors. Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers are prohibited unless parked in the Member's garage (provided that the Member or Occupant must be able to park all of his or her vehicles in the garage). Bicycles and mopeds shall be parked only in the Member's garage or bike storage areas on the Condominium Property, if any, and as may otherwise be designated by the Board of Directors. Vehicle maintenance, except car washing in the driveway to the Member's garage is not permitted on the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on the Condominium Property. 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. Garage doors shall be closed at all times except for purposes of gaining access to the garage area.

2. 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.

3. 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.

4. 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, balcony or terrace, 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.

5. 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.

6. 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.

7. Disposal of garbage and trash shall be only by use of receptacles approved by the Association or by service providers. Receptacles shall be kept stored in Primary Resident's garage or as otherwise determined by the Board of Directors from time to time, except that such receptacles shall be placed out by the curb for collection - pickup the night before and shall be returned to the Primary Resident's garage following pickup. Receptacles shall be kept in a clean and sanitary condition.

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

9. 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 entrance door.

10. 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.

11. Loud and disturbing noises are prohibited.
12. 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.
13. 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.
14. 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, balcony, terrace, walkway, stairs or any other Limited Common Element areas, or within 10 feet of any Building or other structure.
15. Illegal and immoral practices are prohibited.
16. 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.
17. 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.
18. No nuisance of any type or kind shall be maintained upon the Condominium Property.
19. 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.
20. 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.
21. These Rules and Regulations shall apply equally to Primary Residents and their Occupants and designees.

22. 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.

23. 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

24. The Member must 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. Workers will be allowed to unload their materials and equipment outside the Members' Garage. After unloading, workers must park their vehicles in the designated Common Element parking areas or as specified by the Association's Manager.

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

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

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

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

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

37. 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.

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

39. 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.

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

41. 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.