

JONATHAN'S COVE ASSOCIATION, INC.
RULE AND REGULATION NO. 1 —
OWNER/OCCUPANT/GUEST PARKING IN COMMUNITY 1

1. Purpose: Jonathan's Cove Association, Inc. (hereinafter, "Association"), by and through its Board of Directors (hereinafter, "BOD"), is charged with the maintenance, upkeep, appearance, safety and welfare of Jonathan's Cove (hereinafter, "Community"). The Association, by and through its BOD, is required to enforce and comply with all statutes, laws, ordinances, rules and regulations imposed upon the Association and Community by federal, State and local governmental authorities, as well as the Association's governing documents. In addition, the Association, by and through its BOD, is charged with the maintenance, upkeep and appearance of the COMMON AREAS of the Community, as defined by the Association's governing documents. COMMON AREAS include, but are not limited to, such areas in the Community as roads, parking areas and open areas (*See* Section 1.8, Common Areas, Declaration of Covenants and Restrictions of Jonathan's Cove). In order to control the flow of traffic in the Community, to preserve the Community's limited guest parking spaces to the maximum extent practicable, to protect the integrity and appearance of the Association's COMMON AREA property, to reduce COMMON AREA maintenance costs, as well as to promote the safety and welfare of the Association's members, owners, tenants and guests, the BOD hereby adopts this rule and regulation regarding Owner, Occupant and Guest Parking within the Community.

2. Legal Authority: Section 720.303(1), Florida Statutes; Section 617.0302(15), Florida Statutes; Section 7.31, Rules and Regulations, Declaration of Covenants and Restrictions of Jonathan's Cove; Sections 3.2.3 and 3.2.4, Powers and Duties, Articles of Incorporation of Jonathan's Cove Association, Inc.; and, Section 5.19, Powers and Duties, Bylaws of Jonathan's Cove Association, Inc.

3. Scope. This Rule and Regulation No. 1 — Owner/Occupant/Guest Parking in Community — clarifies and further supplements Section 7, USE RESTRICTIONS, Paragraph 7.2, Automobiles, Vehicles and Boats, Declaration of Covenants and Restrictions of Jonathan's Cove.

a. Two (2) Vehicle Maximum for Unit Owners and Tenants. A Unit owner or tenant may not keep more than two (2) vehicles within the Community on a permanent basis at any time without the prior written approval of the Association. Due to the design of the Community, its roads and parking areas, the Association is not approving any unit owner or tenant to have more than two permanent vehicles on the property. A Unit owner or tenant must ensure that the unit's two vehicles are properly registered with the Association's property management company. A Unit owner or tenant must park the unit's registered vehicle(s) at or in the unit owner's or tenant's garage, driveway or designated parking space(s), and not at or in another unit's garage, driveway or designated parking space(s). Moreover, for the safety and protection of the Unit's own registered vehicles, and other vehicles and pedestrians using the Association's roads, the Unit's vehicle(s) must properly park and fit within the confines of a Unit's garage, driveway or designated parking space(s), and not intrude, impede, extend into, or block, to any degree, the Association's roads. Also, a Unit's failure to register its one or two vehicles with the Association's property

1 This Rule and Regulation No. 1 replaces and supersedes existing Rule and Regulation No. 1, which was previously adopted by the Board on November 18, 2013. A copy of this updated Rule and Regulation No. 1 is maintained by the Association's property management company in accordance with the Association's governing documents and Florida's Homeowner's Association Act.

management company will result in sanctions against the unit in accordance with Paragraph 4 below, and all other sanctions contained in the Association's governing documents.

b. Overnight Parking on Community's Streets Strictly Prohibited. No overnight parking by any owner, occupant, tenant or guest is permitted on any streets, lawns, or areas other than driveways, garages, and any paved portion of the COMMON AREAS intended for parking. Any owner, occupant, tenant or guest vehicle must be removed from the Community's streets (Palmbrooke Circle and Palmbrooke Terrace) between the hours of 1:00 A.M. to 7:00 A.M., and parked in an authorized parking area, such as a driveway, garage or designated paved parking space. This overnight parking restriction applies every day of the year, without exception.

c. Vehicular Parking on Sidewalks, Lawns and Grassy Areas Strictly Prohibited. Vehicle parking in the Community is only permitted in driveways, garages, designated paved parking spaces or Community streets (parking on Community streets is subject to the time restriction in Section 3b above). No vehicle of any kind may be parked on sidewalks, on or above lawns or on or above any grassy areas of the Community at any time, including grassy areas between individual unit driveways/entrances. This restriction includes any person attempting to park a vehicle on the Community's street curb areas and/or the Community's sidewalk areas over and above any lawn or grassy area. In order to prevent damage to the Community's lawns, grassy areas and underground watering system, this restriction applies to any owner, occupant, tenant, commercial, delivery or guest vehicle.

d. Parking of Commercial Vehicles Overnight in Community Strictly Prohibited. Parking of any commercial vehicle, delivery vehicle, panel van, personal vehicle converted for commercial purposes, or other service vehicle overnight is strictly prohibited. This overnight parking restriction applies to all parking areas in the Community, such as a driveway, garage, designated paved parking space(s), and guest parking areas. This overnight parking restriction applies every day of the year, without exception. This restriction shall not be deemed to prohibit the temporary parking of commercial, delivery or service vehicles while making delivery to or from, or while used in connection with providing services to the Association and/or a Unit address in the Community.

e. Guest Parking. Guest parking is at a premium in this Community. The limited number of guest parking spaces at the Community's Clubhouse and in other COMMON AREAS of the Community are designed and designated for guest vehicles only.

- (1) A "Guest," and any accompanying "Guest Vehicle," are defined as a non-permanent person and/or vehicle temporarily visiting a unit owner or tenant in the Community for a period of short duration (i.e., several hours in one day or for several days in a row). The maximum period of time that a Guest and/or Guest Vehicle can remain visiting an owner or tenant in the Community is up to fourteen (14) consecutive calendar days. Any person and vehicle that exceeds this 14-day rule is both an illegal occupant of the unit and an illegal and unauthorized vehicle in the Community, subject to any and all sanctions outlined in Paragraph 4 below, and all other sanctions contained in the Association's governing documents. It is also in contravention of this restriction for any Guest/Guest Vehicle to visit for 14 consecutive days, leave the Community for a short period of time/day(s), and then visit a unit for another 14 consecutive day period. Any unit owner or tenant that allows such illegal and prohibited activity is subject to any and all sanctions outlined in Paragraph

4 below, and all other sanctions contained in the Association's governing documents.

- (2) When visiting a unit, a Guest must park their Guest Vehicle in a guest parking space or the unit's driveway/unit's designated parking space(s) being visited. To maintain ease of traffic flow on the Community's streets, a Guest may only park a Guest Vehicle on the street in front of the unit being visited as a last resort (i.e., when all of the Community's guest parking spaces are fully occupied and when the unit's driveway/unit's designated parking space(s) are fully occupied). A Guest Vehicle is prohibited from parking in another unit's garage, driveway or designated parking space(s). The parking of a Guest Vehicle is subject to all of the other restrictions and limitations outlined in this Rule and Regulation No. 1.
- (3) The Community's Guest Parking spaces are not to be used by any owner, tenant or occupant as a convenience or expedient measure for not parking an owner's, tenant's or occupant's vehicle(s) in the owner's or occupant's garage, driveway or parking space.
- (4) Guest Parking violations will be processed in accordance with the attached Addendum, "Guest Parking Violation Notice and Towing Protocol Addendum," which is hereby incorporated into this Rule and Regulation No. 1.

f. Parking on City of West Palm Beach Service Access Road Strictly Prohibited. No vehicle shall park on or otherwise block the City of West Palm Beach Service Access Road on the West side of the Community. The City of West Palm Beach must have complete and unobstructed access to the Service Access Road at all times (24 hours a day, 7 days a week). Vehicles parked on or otherwise blocking the Service Access Road will be immediately towed.

g. Opposite Side of Street Parking Strictly Prohibited. No vehicle shall park directly across the street of another parked vehicle on any part of Palmbrooke Circle or Palmbrooke Terrace. Given the narrowness and design of the Community's streets, to allow continuous flow of vehicular traffic on the Community's streets, and to allow emergency vehicles unobstructed access to the Community, an owner, tenant, guest or other vehicle may not park on the opposite side of the street directly across from another parked vehicle. If you come upon a vehicle already parked in the street, and you wish to park on the opposite side of the street, you must move your vehicle forward or rearward of the parked vehicle so as to not be directly across from a vehicle parked on the opposite side of the street. A vehicle may not be parked on the street which inhibits or prevents another Unit's ingress to or egress from a Unit's driveway or designated parking space(s).

h. Parking In/Around Community's Circle Areas/Roundabouts Strictly Prohibited. No vehicle shall park in or around the Community's North Circle Area/Roundabout or the Community's South Circle Area/Roundabout. This restriction includes the prohibition of parking on or over the grassy areas of both Circle Areas/Roundabouts and on or over the sidewalk areas of both Circle Areas/Roundabouts. To maintain proper vehicular ingress, egress and traffic flow through the Circle Areas/Roundabouts, vehicles are strictly prohibited from parking on the street and in the areas directly leading into and out of the Circle Areas/Roundabouts, which includes parking on the streets/areas in front of the homes most closely adjacent to the Circle Areas/Roundabouts.

i. Affected Vehicles. Vehicles impacted and affected by this Rule and Regulation No. 1, include, but are not limited to, cars, vans, pick-up trucks, sport utility vehicles (SUVs), crossover utility vehicles (CUVs), all-terrain vehicles (ATVs), motorcycles, mopeds, commercial vehicles, panel vans, personal vehicles converted for commercial purposes, moving trucks of any size/type, delivery vehicles, service vehicles, recreational vehicles, campers, trailers, and boats. This vehicle list is not meant to be an exhaustive list of vehicles affected by this Rule and Regulation No. 1, and the BOD reserves the right to further define Affected Vehicles, as needed.

4. Enforcement of Violations. Any vehicle parked in violation of Paragraph 7.2, Automobiles, Vehicles and Boats, Declaration of Covenants and Restrictions of Jonathan's Cove, and this Rule and Regulation No. 1, will be subject to sanctions, including, but not limited to, being stickered for towing, towing the violating vehicle at vehicle owner's expense, permanent removal and ban of an offending vehicle from the Community, violation and fining notices, fining, suspension of Community privileges, tenant eviction, and any other legal action authorized and permitted under the Association's governing documents and Florida law. The Association always reserves the right to immediately tow and permanently remove an offending vehicle, without notice to the vehicle's owner, in any area of the Community, that jeopardizes or threatens the health, safety and welfare of the Community, its property and its residents.

5. Conflicts. In the event of any conflict, the Declaration of Covenants and Restrictions of Jonathan's Cove, the Articles of Incorporation of Jonathan's Cove Association, Inc., the Bylaws of Jonathan's Cove Association, Inc., and this Rule & Regulation No. 1, Owner/Occupant/Guest Parking in Community, shall govern in that order.

6. BOD Adoption. The BOD approved and adopted this revised and updated Rule and Regulation No. 1 at its regularly-scheduled BOD meeting on October 26, 2021.² By adopting this revised and updated Rule and Regulation No. 1, the BOD hereby directs its property management company to mail or electronically deliver a copy of this revised and updated Rule and Regulation No. 1, along with the Guest Parking Violation Notice and Towing Protocol Addendum, to all current owner's and occupant's addresses on record with the Association.

7. Binding Effect and Amendment. This Rule and Regulation No. 1 shall apply to and bind all current and future owners, tenants and occupants of the Community. This Rule and Regulation No. 1 may only be modified or amended in writing by the Association's BOD, and duly approved and adopted by the BOD of the Association. The Community's owners, tenants and occupants will be notified of any future amendments or modifications to this Rule and Regulation No. 1 in writing.

8. Questions. If any Community owner, tenant or occupant has any questions about this Rule and Regulation No. 1, please contact the Association's property management company.

Rule and Regulation No. 1, which replaces and supersedes prior Rule and Regulation No. 1 dated November 18, 2013, was duly approved and adopted by the BOD on October 26, 2021.

² The official minutes of the October 26, 2021, BOD meeting approving and adopting this revised and updated Rule and Regulation No. 1, are maintained at the Association's property management company in accordance with Section 720.303(4)(f), Florida Statutes, Section 4.10, Minutes, Bylaws of Jonathan's Cove Association, Inc.

Guest Parking Violation Notice and Towing Protocol Addendum

This Guest Parking Violation Notice and Towing Protocol Addendum ("Addendum") is hereby incorporated into Jonathan's Cove Association, Inc.'s, Rule and Regulation No. 1, Owner/Occupant/Guest Parking in Community ("R&R No. 1"), and further supplements both R&R No. 1 and Section 3(e)(4) of R&R No. 1 as follows:

1. This violation notice and towing process shall apply to the following vehicle restrictions pursuant to R&R No. 1: (a) any vehicle parked in the Community's street(s) overnight in violation of Section 3(b) of R&R No. 1; (b) any vehicle parked on/over Community's sidewalks, lawns or grassy areas in violation of Section 3(c) of R&R No. 1; (c) any commercial vehicle parked in violation of Section 3(d) of R&R No. 1; (d) any vehicle parked in violation of the opposite side of street parking restrictions of Section 3(g) of R&R No. 1; and, (e) any vehicle parked in violation of the Circle/Roundabout restrictions of Section 3(h) of R&R No. 1 - First Violation (placement of a parking violation notice on the offending vehicle); Second Violation (placement of a parking violation notice on the offending vehicle and towing the offending vehicle). This process applies to both resident (owner, tenant) and non-resident (visiting) vehicles.

2. For parking on the City of West Palm Beach Service Access Road in violation of Section 3(f) of R&R No. 1 – Any Violation at any time (placement of a parking violation notice of the offending vehicle and towing of the offending vehicle). Offending vehicles shall be towed 24/7/365. This process applies to both resident (owner, tenant) and non-resident (visiting) vehicles.

3. Guest Parking violations of Section 3(e) of R&R No. 1 - Non-Resident (visiting) vehicles:

a. First violation – placement of a Guest Parking Courtesy Notice on the offending vehicle (inform Association's property management company of the date/time of placement on the offending vehicle with license plate and vehicle description). A sample Guest Parking Courtesy Notice is attached to this Addendum and incorporated herein.

b. Second violation – placement of a parking violation notice on the offending vehicle.

c. Third violation – placement of a parking violation notice on the offending vehicle and towing of the offending vehicle.

4. Guest Parking violations of Section 3(e) of R&R No. 1 - Resident (owner, tenant) vehicles:

a. First violation - placement a Guest Parking Courtesy Notice on the offending vehicle (inform Association's property management company of the date/time of placement on the offending vehicle with vehicle description and barcode decal number).

b. Second violation – placement of a parking violation notice on the offending vehicle.

c. Third violation – placement of a parking violation notice on the offending vehicle. Inform the Association's property management company to place a courtesy call to the unit (based upon the barcode decal number) to inform the unit that the offending vehicle will be towed within twelve (12) hours of the property management company's call to the unit (the property management company shall document actually reaching the unit or leaving the unit a voicemail at the unit's last known telephone number on record with the Association). If no response from the vehicle's owner that the vehicle has been/will be moved within the twelve (12) hours, the vehicle will be towed.

5. Only designated personnel of the Association's property management company, Board members of the Association, or members of the Association's/Board's regulatory committees may issue a Guest Parking Courtesy Notice, a parking violation notice, or authorize the towing of an offending vehicle.

6. Towing of an offending Resident (owner, tenant) vehicle or Non-Resident (visiting) vehicle shall always be at the offending vehicle's owner's expense.

7. Pursuant to the Declaration of Covenants and Restrictions of Jonathan's Cove, Rule and Regulation No. 1, and other governing documents of the Association, the Association reserves the right to immediately tow an offending vehicle (whether Resident vehicle or Non-Resident vehicle) which threatens the safety, health or welfare of the Community's residents or Community's property, for any type of parking violation outlined in Rule and Regulation No. 1, and this Addendum.

JONATHAN'S COVE ASSOCIATION, INC.
RULE AND REGULATION NO. 2 –
GARBAGE, TRASH AND RECYCLING AT JONATHAN'S COVE¹

1. Purpose: Jonathan's Cove Association, Inc. (hereinafter, "Association"), by and through its Board of Directors (hereinafter, "BOD"), is charged with the maintenance, upkeep, appearance, safety and welfare of Jonathan's Cove (hereinafter "Community"). The Association, by and through its BOD, is required to enforce and comply with all statutes, laws, ordinances, rules and regulations imposed upon the Association and Community by federal, state and local governmental authorities. During the 1st Quarter of calendar year 2008, the City of West Palm Beach implemented the Automated Garbage System (hereinafter "AGS") for trash collection at the Community. In addition, the Solid Waste Authority of Palm Beach County (hereinafter "SWA") provides recycling services to the Community. In order to comply with the City of West Palm Beach's AGS and the SWA's recycling rules and regulations, to protect the integrity and appearance of the Community, and provide for the safety and welfare of the Community's owners, occupants, guests and visitors, the BOD hereby adopts this rule and regulation regarding Garbage, Trash and Recycling at Jonathan's Cove.

2. Legal Authority: Section 720.303(1), Florida Statutes; Section 617.0302(15), Florida Statutes; Section 7.31, Rules and Regulations, Declaration of Covenants and Restrictions of Jonathan's Cove; Sections 3.2.3 and 3.2.4, Powers and Duties, Articles of Incorporation of Jonathan's Cove Association, Inc.; and, Section 5.19, Powers and Duties, Bylaws of Jonathan's Cove Association, Inc.

3. Scope. This Rule and Regulation No. 2 – Garbage, Trash and Recycling at Jonathan's Cove, clarifies and further supplements Section 7, USE RESTRICTIONS, Paragraph 7.13, Garbage and Trash, Declaration of Covenants and Restrictions of Jonathan's Cove.

a. Community's Garbage, Trash and Recycling Collection days. Currently, our Community's garbage, trash and recycling collection days are as follows:

- (i) Garbage/Trash: Monday and Thursday of each week.
- (ii) Bulk Items: Thursday of each week.
- (iii) Recycling: Thursday of each week.
- (iv) Yard/Vegetative: Thursday of each week.

b. Placement and Retrieval of AGS-Compliant Garbage/Trash Cans and SWA Recycling Bins. All Community owners and occupants must place garbage/trash cans (for Monday and Thursday collection) and recycling bins (for Thursday collection) out for collection after 5:00 P.M. on Sunday and Wednesday nights (which are the nights before the collection

¹ A copy of this Rule and Regulation No. 2 is maintained at the Association's property management company in accordance with Section 720.303(4)(e), Florida Statutes, and Section 1.5, Inspection of Books and Records, Bylaws of Jonathan's Cove Association, Inc.

days). All Community owners and occupants must immediately retrieve and store garbage/trash cans and recycling bins on the day of collection, but no later than 11:59 P.M. on the day of collection.

c. Placement of Bulk Items and Yard/Vegetative Waste. Since the Community's current Bulk Items and Yard/Vegetative waste collection day is Thursday, all Community owners and occupants must only place these items out for collection after 5:00 P.M. on Wednesday night (the night before collection day). Bulk Items and Yard/Vegetative Waste must be placed AWAY FROM the AGS-Compliant Garbage/Trash Can.

d. Storage of AGS-Compliant Garbage/Trash Cans and SWA Recycling Bins.

(i) Garaged Units. All owners and occupants of garaged Units in the Community must store their AGS-Compliant Garbage/Trash Can and SWA recycling bins in the following permitted areas:

- (a) Inside the Unit; or,
- (b) Inside the Unit's Garage.

(ii) Non-Garaged Units. All owners and occupants of non-garaged Units in the Community must store their AGS-Compliant Garbage/Trash Can and SWA recycling bins in the following permitted areas:

- (a) Inside the Unit; or,
- (b) On the Unit's Patio Area; or,
- (c) Inside the Unit's Patio Storage Closet.

(iii) Storage Rules applicable to both Garaged and Non-Garaged Units. AGS-Compliant Garbage/Trash Cans and SWA recycling bins must NOT be stored by any owner or occupant of a Unit in the following areas:

- (a) In front of any Unit or in front of any Unit's garage;
- (b) On the grass areas surrounding any Unit's Patio area;
- (c) At the side of any building where a UNIT is located;
- (d) On any Common Areas of the Community or any property contiguous to the Community, including, but not limited to, the Community's streets, parking areas, sidewalks, and grass/tree/bush/shrubbery areas.

e. Compliance with City of West Palm Beach's AGS is mandatory. Each Unit must have a City of West Palm Beach issued or approved garbage can serviceable by the AGS equipment. Each Unit was issued a 95 gallon trash can at the inception of the AGS at the

Community. If any owner or occupant of a Unit privately purchases a trash can of different size, the trash can must meet the requirements of the City of West Palm Beach and be serviceable by the AGS equipment. Only one (1) trash can is permitted per Unit. Any garbage can provided by the City of West Palm Beach is, and remains, the property of the City of West Palm Beach, and cannot be kept as a spare trash can or taken by any Unit owner or occupant upon leaving the Community.

(i) All Units: each Unit's AGS-Compliant trash can must be kept and maintained in good condition and serviceable order. No trash can may omit noxious or offensive odors.

(ii) All Units: each Unit's AGS-Compliant trash can must be labeled with the Unit's street address number.

(iii) All Units: on garbage collection days, the trash can must be located at least five (5) feet away from trees, recycle bins, bulk items or any other structure. Unit owners and occupants must also place trash cans away from vehicles, as vehicles and the other items previously listed cannot interfere with the AGS equipment. Place your Unit's trash can in the curb area next to your driveway or in the curb area in front of your Unit's parking space or other curb areas near your Unit, leaving enough space between the trash can and your vehicle, so your Unit's trash can may be serviced by the AGS equipment. No vehicle is allowed to block or otherwise obstruct the trash can from AGS service. The Association is NOT responsible for damage caused by AGS equipment to any owner or occupant personal property, including vehicles.

(iv) All Units: the lids of a Unit's trash can CANNOT be tied or bungeed, and the bar of the trash can MUST be facing the street, with the wheels of the trash can facing the Unit.

(v) All Units: all waste and trash bags MUST be placed INSIDE the Unit's trash can for collection. No free-standing trash bags are allowed to be placed out for collection. No trash bags on top or along the side of the trash can is permitted. Waste cannot be placed in the trash can in such a way as to prevent it from falling out into the AGS truck when being serviced by the AGS equipment.

(vi) All Units: on collection days, each Unit owner and occupant is responsible for leaving enough distance between the Unit's trash can and other Unit owner and occupant's trash cans so every trash can placed out for collection may be serviced by AGS equipment. In other words, be neighborly and considerate of other owner and occupants in the Community.

(vii) Non-Garaged Units: DO NOT place trash cans on the small grassy areas between parking spaces for collection, as the AGS equipment cannot retrieve trash cans in these areas. You MAY place trash cans IN FRONT OF the small grassy areas for collection. DO NOT place trash cans on the Community's sidewalks for collection, as the AGS equipment needs ample space and easy access to pick up and place down the trash can.

(viii) Garaged Units: DO NOT place trash cans adjacent to any vehicle parked in your Unit's driveway, on the grass or on the Community's sidewalks, as the AGS equipment needs ample space and easy access to pick up and place down the trash can.

f. Recycling Facilities. The Community encourages recycling to the maximum extent practicable by Unit owners and occupants. In addition to the aforementioned rules and regulations regarding recycling, the following provisions also apply to ALL Units in the Community:

(i) On the Community's recycling day, place your Unit's recycling bins at least five (5) feet away from your Unit's AGS-Compliant trash can, so that both your trash can and recycling bins can be serviced by the City of West Palm Beach and the SWA, respectively.

(ii) Yellow Recycling Bins: acceptable items include newspaper, brown paper grocery bags, magazines, catalogs, and corrugated cardboard.

(iii) Blue Recycling Bins: acceptable items include drink boxes, milk and juice cartons, aluminum cans, aluminum foil and pie plates, glass bottles and jars (all colors-lids and caps removed), and all plastic containers (except Styrofoam). Unacceptable (non-recyclable) items include tissue boxes, plastic bags, light bulbs, mirrors or plate glass, plastic wrap, steel or tin cans, and Styrofoam. These unacceptable items must not be placed in your Unit's blue recycling bin, but should be placed in your AGS-Compliant trash can.

(iv) In addition to the use of the SWA's yellow and blue recycling bins by a Unit owner or occupant, corrugated cardboard is to be recycled. The owner or occupant of a Unit must flatten cardboard pieces to no larger than 36 X 36 inches maximum, and place the cardboard pieces in the yellow recycling bin or between the yellow and blue recycling bins for collection. No packing materials are to be placed in recycling bins. Each Unit owner or occupant must secure packing materials, such as packing peanuts and Styrofoam, in trash bags and place these materials in the Unit's trash can for collection. Super-size boxes (i.e., from appliances, cabinets, televisions and other furniture) must be cut down to the 36 X 36 inch size maximum for recycling collection day, or the Unit owner or occupant must take the super-size box to the nearest SWA Public Drop-Off collection site. For the nearest SWA Public Drop-Off collection site to the Community, please visit www.swa.org.

g. Bulk Items Collection. The City of West Palm Beach will provide the service of removing bulk items such as chairs, tables, televisions, computers, mattresses, box springs, grills, washers, dryers, other furniture, etc., on the Community's yard waste collection day only (currently, Thursday of each week).

(i) A Unit owner or occupant may only place Bulk Items out for collection on Wednesday of each week, after 5:00 P.M. Bulk Items may not be placed out for collection on any other day. REMEMBER, Bulk Items must be placed AWAY FROM the AGS-Compliant Garbage/Trash cans. A Unit owner or occupant that misses Bulk Item collection day for any week will be required to retrieve any Bulk Item(s), and keep the Bulk Item(s) inside the Unit until the following week's Bulk Items collection day.

(ii) Large quantities of boxes (i.e., from a move in) will be removed as bulk on the Community's yard waste collection day (again, currently Thursday of each week). Placement restrictions of these large quantities of boxes for collection are the same as Paragraph 3g(i) above. The pile of boxes must be as compact as possible, and the boxes must be empty (no peanuts, Styrofoam or other packing materials). As the City of West Palm Beach considers this type of collection a non-routine pick-up, THE UNIT OWNER OR OCCUPANT IS RESPONSIBLE FOR CONTACTING THE CITY OF WEST PALM BEACH AHEAD OF TIME FOR COLLECTION OF LARGE QUANTITIES OF BOXES. Therefore, the new owner or occupant must contact the City of West Palm Beach at 561-822-2075 no later than the Wednesday before the Community's Thursday Bulk Items collection day.

h. Freon-containing Items. Freon-containing items, such as refrigerators, freezers, air-conditioners, etc., must be placed out for collection for the Community's vegetative waste collection day. Vegetative waste day is currently Thursday of each week. A Unit owner or occupant may only place these items out for collection on Wednesday of each week, after 5:00 P.M. These items may not be placed out for collection on any other day. Like Bulk Items, these items must be placed AWAY FROM the AGS-Compliant Garbage/Trash cans. A Unit owner or occupant that misses collection day for these items for any week will be required to retrieve these items, and keep these items inside the Unit until the following week's collection day.

i. Construction Materials. NO CONSTRUCTION MATERIALS OF ANY KIND WILL BE SERVICED at the Community. Examples of construction material include, but are not limited to, such items as cabinets, sinks, toilets, pipes, roofing, flooring, flooring materials, fencing, wood, concrete, drywall, etc. All construction material generated by a contractor at a Unit or at the Community must be disposed of by that contractor. All construction material generated by a Unit owner or occupant by a do-it-yourself type project at a Unit must be disposed of by the owner or occupant by delivering such construction materials to the local SWA site. Contact the City of West Palm Beach at 561-822-2075, the SWA at 561-697-2700, or visit www.swa.org, for more information on how to properly dispose of construction materials.

j. Special Pick-Up Requests. Should any Unit owner or occupant need a special pick-up of waste from the City of West Palm Beach (i.e., for waste quantities that exceed regular Bulk Items collection or for items not allowed by the AGS), the Unit owner or occupant must contact the City of West Palm Beach directly at 561-822-2056. The City of West Palm Beach charges a fee for special pick-ups, and the Unit owner or occupant is responsible for paying this fee.

k. Hazardous Materials. NO HAZARDOUS MATERIALS OF ANY KIND ARE TO BE PLACED OUT FOR TRASH COLLECTION BY ANY UNIT OWNER OR OCCUPANT IN THE COMMUNITY. No Unit owner or occupant shall place or dump any hazardous materials on any portion of the Community, including any Common Areas of the Community, or on any property contiguous to the Community. Hazardous materials include, but are not limited to, such items as paint, solvents, pesticides, oil, batteries, vehicle parts and propane tanks. A Unit owner or occupant must contact the City of West Palm Beach at 561-822-2075 and/or the SWA at 561-640-4000 for instructions on disposing of hazardous materials.

4. Enforcement of Violations. Any Unit, Unit owner or Unit occupant in violation of Paragraph 7.13, Garbage and Trash, Declaration of Covenants and Restrictions of Jonathan's Cove, and this Rule and Regulation No. 2, will be subject to sanctions, including, but not limited to, fining, suspension of Community privileges, tenant eviction and any other legal action authorized and permitted under the Association's governing documents and Florida law.

5. BOD Adoption. The BOD approved and adopted this Rule and Regulation No. 2 at its regularly-scheduled monthly BOD meeting on August 12, 2008.² By adopting this Rule and Regulation No. 2, the BOD hereby directs its property management company, C.A.S. Realty Management, LLC, to mail a copy of this Rule and Regulation No. 2 to all current owner's and occupant's addresses on record with the Association.

6. Binding Effect and Amendment. This Rule and Regulation No. 2 shall apply to and bind all current and future owners and occupants of the Community. This Rule and Regulation No. 2 may only be modified or amended in writing by the Association's BOD, and duly approved and adopted by the BOD of the Association. The Community's owners and occupants will be notified of any future amendments or modifications to this Rule and Regulation No. 2 in writing.

7. Questions. If any Community owner or occupant has any questions about this Rule and Regulation No. 2, please contact the Association's property management company, C.A.S. Realty Management, LLC, 1901 S. Congress Avenue, Suite 480, Boynton Beach, Florida 33426, phone number 561-994-1788.

Rule and Regulation No. 2 duly approved and adopted by the BOD on August 12, 2008.

² The official minutes of the August 12, 2008 BOD meeting approving and adopting this Rule and Regulation No. 2 are maintained at the Association's property management company in accordance with Section 720.303(4)(f), Florida Statutes, and Section 4.10, Minutes, Bylaws of Jonathan's Cove Association, Inc.

JONATHAN'S COVE ASSOCIATION, INC.
RULE AND REGULATION NO. 3 –
HURRICANE POLICY AT JONATHAN'S COVE¹

1. Purpose: Jonathan's Cove Association, Inc. (hereinafter, "Association"), by and through its Board of Directors (hereinafter, "BOD"), is charged with the maintenance, upkeep, appearance, safety and welfare of Jonathan's Cove (hereinafter "Community"). The Association, by and through its BOD, is required to enforce and comply with all statutes, laws, ordinances, rules and regulations imposed upon the Association and Community by federal, state and local governmental authorities, as well as the Association's governing documents. In order to promote clarity of Association policy and to ensure uniformity amongst Units regarding the use, installation and removal of hurricane panels and shutters within the Community and to assist Units in preparing for a tropical storm or hurricane event, the BOD hereby adopts this rule and regulation regarding: (a) the type of hurricane panels and shutters that will be approved by the Association; (b) the use, installation and removal of hurricane panels and shutters when a tropical storm or hurricane event occurs at the Community; and, (c) additional preparatory measures for Units when a tropical storm or hurricane event occurs at the Community.

2. Legal Authority: Section 5, Maintenance of the Subject Property, Section 6, Architectural Control for Exterior Changes, Section 8, Insurance, Section 9, Reconstruction or Repair After Casualty, and Section 11, Assessment for Common Expenses, Declaration of Covenants and Restrictions of Jonathan's Cove; Sections 3.2.3 and 3.2.4, Powers and Duties, Articles of Incorporation of Jonathan's Cove Association, Inc.; and, Section 5.19, Powers and Duties, Bylaws of Jonathan's Cove Association, Inc.

3. Scope. This Rule and Regulation No. 3 – Hurricane Policy at Jonathan's Cove, clarifies and further supplements the aforementioned sections of the governing documents listed in Paragraph 2 above.

a. Type of Hurricane Panels and Shutters Approved for the Community. Only two (2) types of hurricane shutters will be approved by the Association:

(i) Removable Hurricane Panels that were originally issued with the Unit or removable hurricane panels of the same style, type, color and design as the originally-issued removable hurricane panels that are subsequently purchased for the Unit by the Unit owner.

(ii) Accordion-Type Shutters that are permanently mounted on a Unit over a Unit's windows and patio sliding glass doors. The only color of accordion shutters that is authorized in the Community is crème color.

(iii) A Unit owner must obtain Association approval of any proposed removable hurricane panels or accordion-type shutters prior to the purchase and

¹ A copy of this Rule and Regulation No. 3 is maintained at the Association's property management company in accordance with Section 720.303(4)(e), Florida Statutes, and Section 1.5, Inspection of Books and Records, Bylaws of Jonathan's Cove Association, Inc.

installation of the panels/shutters. The Unit owner must submit an Architectural Review Form to the Association for review and approval of the proposed panels/shutters.

(iv) Any proposed removable hurricane panels or accordion-type shutters must meet existing Miami-Dade construction standards for panels/shutters then in effect at the time the Unit owner submits the Architectural Review Form to the Association. The Owner must submit evidence with the Architectural Review Form that the proposal complies with then-existing construction standards, such as an affidavit from the proposed contractor or other contract information. The installer must be licensed and insured in accordance with Florida law.

(v) A Unit owner must obtain any necessary permits from local governmental authorities for installation of permanently mounted hurricane shutters.

(vi) The Association reserves the right to deny any Architectural Review Form request regarding hurricane panels/shutters that does not comply with the aforementioned requirements.

b. Hurricane Threat Level Information. Official Hurricane Season here in Florida runs from June 1 through November 30 of each year. The Saffir-Simpson Hurricane Scale establishes the threat level of windstorms and hurricane events:

- (i) **Tropical Storm** – Winds 39-73 mph;
- (ii) **Category 1 Hurricane** – Winds 74-95 mph (64-82 kt);
- (iii) **Category 2 Hurricane** – Winds 96-110 mph (83-95 kt);
- (iv) **Category 3 Hurricane** – Winds 111-130 mph (96-113 kt);
- (v) **Category 4 Hurricane** – Winds 131-155 mph (114-135 kt);
- (vi) **Category 5 Hurricane** – Winds 156 mph and above (135+ kt).

c. Installation of Removable Hurricane Panels/Closure of Accordion Shutters. Unit owners and occupants may only install their removable hurricane panels and close their accordion shutters when the National Weather Service has announced a Tropical Storm Watch for the Palm Beach County/City of West Palm Beach area in accordance with the following:

(i) Tropical Storm, Category 1 and Category 2 Hurricane Threats. While optional, the Association strongly encourages all owners and occupants to install their Unit's panels and close their Unit's shutters when a tropical storm or these categories of hurricanes are threatening our Community's area. Given that it is typical for a Category 1 hurricane to strengthen to a Category 2 hurricane as the hurricane approaches land (similarly for Category 2 hurricane strengthening to a Category 3 hurricane), owners and occupants are strongly encouraged to install

their Unit's panels and close their Unit's shutters when these types of hurricanes threaten our Community.

(ii) Category 3 Hurricane and Above Threats. The Association requires all owners and occupants to install their Unit's panels and close their Unit's shutters when a Category 3 Hurricane or above threatens our Community's area. For the safety and welfare of the Community's residents, as well as to protect the integrity of the Community's buildings to the maximum extent practicable during these types of hurricanes, there are no exceptions to this policy.

d. Securing of Personal Property Items and Unit Trash Containers.

(i) Personal Property Items. In addition to installing a Unit's hurricane panels or closing of a Unit's hurricane shutters when a tropical storm or hurricane is threatening our Community as outlined above, every Unit shall retrieve any personal property items in and around the exterior of the Unit which may become or have a tendency of becoming projectiles during a tropical storm or hurricane event or that may otherwise cause damage to the Unit, a neighboring Unit or to the Community's common property. These types of items must be retrieved, secured and stored in the interior of a Unit, a Unit's garage or a Unit's storage closet (for non-garaged units) in preparation of a tropical storm or hurricane event. While not an exhaustive list, such items include: hanging plants on patios; potted plants located on patios, at front entrance areas or any other area surrounding a Unit; children's toys; bicycles; patio chairs, tables or other types of patio furniture; charcoal or gas grills; and, decorative statues.

(ii) Unit Trash Containers. Trash containers have a high probability of becoming projectiles during a windstorm event. Garaged units must continue to store their Unit's trash container inside their garage in accordance with the Association's garbage and trash policy (Jonathan's Cove Rule & Regulation No. 2). Non-garaged units must remove their Unit's trash container from the Unit's patio and store their Unit's trash container inside their Unit's patio storage closet (or in the interior of the Unit). As a reminder, the City of West Palm Beach trash container assigned to a Unit is, and remains, the property of the City of West Palm Beach. The City of West Palm Beach will charge the Unit for the cost of replacing a Unit's trash container that is damaged or otherwise destroyed during a tropical storm or hurricane event.

(iii) Damage caused by a Unit's failure to secure personal property items and trash containers. If a Unit fails to take the necessary precautionary measures as outlined in Paragraphs 3d(i) and 3d(ii) above, and the Unit's personal property or trash container causes damage(s) to the Unit, another Unit or the Community's common property, the Unit owner or tenant shall be responsible for any repair or reconstruction, irrespective of whether the Unit owner or tenant has any type of insurance policy to cover the cost of repair or reconstruction. The Association reserves the right to perform any repair or reconstruction if the Unit owner or tenant fails to repair or reconstruct, and the Association shall charge the Unit for the cost of any repair or reconstruction.

e. Removal of Removable Hurricane Panels/Opening of Accordion Shutters. Removable Hurricane Panels must be removed and Accordion Shutters opened within three (3) days after passage of a tropical storm or hurricane event.

f. Reconstruction/Repair caused by Tropical Storm/Hurricane Event. Except as outlined in Paragraph 3d(iii) above, any necessary reconstruction and repairs to the Community's buildings, Units and common areas will be reconstructed and repaired in accordance with the law, any Association insurance policy or policies, any insurance policy or policies purchased by a Unit, and the Association's governing documents then in effect at the time of the tropical storm or hurricane event.

4. Enforcement of Violations. Any Unit, Unit owner or Unit occupant in violation of the Association's governing documents and this Rule and Regulation No. 3, Hurricane Policy, will be subject to sanctions, including, but not limited to, fining, suspension of Community privileges, tenant eviction and any other legal action authorized and permitted under the Association's governing documents and Florida law.

5. Conflicts. In the event of any conflict, the Declaration of Covenants and Restrictions of Jonathan's Cove, the Articles of Incorporation of Jonathan's Cove Association, Inc., the Bylaws of Jonathan's Cove Association, Inc., and this Rule & Regulation No. 3, Hurricane Policy at Jonathan's Cove, shall govern, in that order.

6. BOD Adoption. The BOD approved and adopted this Rule and Regulation No. 3 at its regularly-scheduled monthly BOD meeting on July 14, 2009.² By adopting this Rule and Regulation No. 3, the BOD hereby directs its property management company, C.A.S. Realty Management, LLC, to mail a copy of this Rule and Regulation No. 3 to all current owner's and occupant's addresses on record with the Association.

7. Binding Effect and Amendment. This Rule and Regulation No. 3 shall apply to and bind all current and future owners and occupants of the Community. This Rule and Regulation No. 3 may only be modified or amended in writing by the Association's BOD, and duly approved and adopted by the BOD of the Association. The Community's owners and occupants will be notified of any future amendments or modifications to this Rule and Regulation No. 3 in writing.

8. Questions. If any Community owner or occupant has any questions about this Rule and Regulation No. 3, please contact the Association's property management company, C.A.S. Realty Management, LLC, 1901 S. Congress Avenue, Suite 480, Boynton Beach, Florida 33426, phone number 561-994-1788.

Rule and Regulation No. 3 duly approved and adopted by the BOD on July 14, 2009.

² The official minutes of the July 14, 2009 BOD meeting approving and adopting this Rule and Regulation No. 3 are maintained at the Association's property management company in accordance with Section 720.303(4)(f), Florida Statutes, and Section 4.10, Minutes, Bylaws of Jonathan's Cove Association, Inc.

JONATHAN'S COVE ASSOCIATION, INC.
RULE AND REGULATION NO. 4
OVERSIGHT AND CONDUCT OF MINOR PERSONS IN COMMUNITY

1. Purpose: Jonathan's Cove Association, Inc. (hereinafter "Association"), by and through its Board of Directors (hereinafter "BOD"), is charged with the maintenance, upkeep, appearance, safety and welfare of Jonathan's Cove (hereinafter "Community"). The Association, by and through its BOD, is required to enforce and comply with all statutes, laws, ordinances, rules and regulations imposed upon the Association and Community by federal, state and local governmental authorities, as well as the Association's governing documents. In addition, the Association, by and through its BOD, is charged with the maintenance, upkeep and appearance of COMMON AREAS of the Community, as defined by the Association's governing documents. COMMON AREAS include, but are not limited to, such areas in the Community as roads, parking areas and open areas (See Section 1.8, Common Areas, Declaration of Covenants and Restrictions of Jonathan's Cove). In order to protect the appearance and condition of the Association's COMMON AREA property, to reduce COMMON AREA maintenance costs, and promote the safety and welfare of the Association's members, tenants and guests, the BOD hereby adopts this rule and regulation regarding the oversight and conduct of any minor persons residing within or visiting the Community.

2. Legal Authority: Section 720.303(1), Florida Statutes; Section 617.0302(15), Florida Statutes; Section 7.31, Rules and Regulations, Declaration of Covenants and Restrictions of Jonathan's Cove; Sections 3.2.3 and 3.2.4, Powers and Duties, Articles of Incorporation of Jonathan's Cove Association, Inc.; and, Section 5.19, Powers and Duties, Bylaws of Jonathan's Cove Association, Inc.

3. Scope. This Rule and Regulation No. 4 – Oversight and Conduct of Minor Persons in Community, clarifies and further supplements Section 7, USE RESTRICTIONS, Paragraph 7.17 Nuisances, Declaration of Covenants and Restrictions of Jonathan's Cove and Paragraph 7.7 Damage and Destruction, Declaration of Covenants and Restrictions of Jonathan's Cove.

- a. Oversight of Minor Persons in the Community by Parent/Guardian. All minor persons under twelve (12) years old, residing in or visiting the Community, must have visual oversight by a parent or guardian over the age of eighteen (18) while utilizing Common Areas, including but not limited to all Community amenities and open spaces. Unit Owner and/or tenant shall be responsible for the conduct of all minor persons residing within or visiting the Community.
- b. Playing on or around Community Gates, Landscaping Beds and Entryway Strictly Prohibited. Minor persons are not permitted to play in a manner which would affect the operation or shorten the lifespan of the Community gate system or adjacent retaining wall system. This includes, but is not limited to, hanging on, climbing, pushing or pulling the gates or gate operators or impeding the normal movement of the gates or gate arms. Playing in or around the Community landscaping beds or monument signs is strictly prohibited. Use of the Community Entryway for any purpose other than entering or exiting the Community is strictly prohibited.
- c. Pool Safety Equipment May Not Be Used for Unintended Purposes. The shepherd's hook and life-safety ring at the Community pool are for emergency use only. Use of this or any other pool equipment, furniture or fixtures for any purpose other than the

intended purpose is strictly prohibited. All pool safety rules listed on the posted pool rules signs must be adhered to at all times.

- d. Playing in and around Community's Streets. There is only one (1) major road in the Community, Palmbrooke Circle, which is used by all vehicles to ingress and egress the Community. All children must be extremely cautious when playing in and around the Community's Streets, both Palmbrooke Circle and Palmbrooke Terrace. For safety reasons, it is strongly recommended that the parent or guardian inform their children not to play in the Community's streets, as children activities cannot impede or inhibit the flow of vehicular traffic on Palmbrooke Circle or Palmbrooke Terrace at any time.

4. Non-Assumption of Liability by Association and Association's BOD. By adopting this Rule and Regulation No. 4, neither the Association nor its BOD assumes any liability whatsoever for the actions or inactions by residents, visitors, parents, guardians and children affected by this Rule and Regulation No. 4. This Rule and Regulation No. 4 does not impose any legal responsibility or liability on the Association or its BOD concerning the personal conduct, misconduct or behavior of any permanent or visiting parent, guardian or child in the Community. This Rule and Regulation No. 4 also does not change or otherwise modify Section 8, INSURANCE, Declaration of Covenants and Restrictions of Jonathan's Cove, or any existing or future Association insurance policy, BOD insurance policy, and the respective policy's terms, conditions, restrictions and exclusions. Any incident caused or affected by a child's actions, inactions, conduct, misconduct or behavior will be processed according to Association procedures, a homeowner's insurance policy, a tenant's rental insurance policy, any Association or BOD insurance policy, and Florida law, as appropriate.

5. Enforcement of Violations. Any person found to be in violation of Paragraph 7.7, Damage and Destruction, Paragraph 7.17 Nuisances, Declaration of Covenants and Restrictions of Jonathan's Cove, and this Rule and Regulation No. 4, will be subject to sanctions, including, but not limited to, fining, suspension of Community privileges, tenant eviction and any other legal action authorized and permitted under the Association's governing documents and Florida law.

6. Conflicts. In the event of any conflict, the Declaration of Covenants and Restrictions of Jonathan's Cove Association, Inc., the Articles of Incorporation of Jonathan's Cove Association, Inc., the Bylaws of Jonathan's Cove Association, Inc., and this Rule & Regulation No. 4, Oversight and Conduct of Minor Persons in Community, shall govern, in that order.

7. BOD Adoption. The BOD shall approve and adopt this Rule and Regulation No. 4 at a regularly-scheduled monthly BOD meeting. By adopting this Rule and Regulation No. 4, the BOD hereby directs its property management company, Apogee Association Services, to mail a copy of this Rule and Regulation No. 4 to all current owner's and occupant's addresses on record with the Association.

8. Binding Effect and Amendment. This Rule and Regulation No. 4 shall apply to and bind all current and future owners and occupants of the Community. This Rule and Regulation No. 4 may only be modified or amended in writing by the Association's BOD, and duly approved and adopted by the BOD of the Association. The Community's owners and occupants will be notified of any future amendments or modifications to this Rule and Regulation No. 4 in writing.

9. Questions. If any Community owner or occupant has any questions about this Rule and Regulation No. 4, please contact the Association's property management company, Apogee Association Services, 3600 South Congress Ave., Suite K, Boynton Beach, FL 33426. Telephone Number (561) 994-1788 or (561) 572-2188.

JONATHAN'S COVE ASSOCIATION, INC.
RULE AND REGULATION NO. 5 –
GATE SYSTEM OPERATIONS AND PROCEDURES

1. Purpose. Jonathan's Cove Association, Inc., (hereinafter "Association"), by and through its Board of Directors (hereinafter "BOD"), is charged with the maintenance, upkeep and appearance of COMMON AREAS/PROPERTY of the Community, as defined by the Association's governing documents. COMMON AREAS/PROPERTY include, but are not limited to, such areas in the Community as roads, parking areas, open areas and entrance/exit areas (*See* Section 1.8, COMMON AREAS, Declaration of Covenants and Restrictions of Jonathan's Cove). In order to protect the integrity, functionality, appearance and lifespan of the Community's front entrance and exit Gate System, as well to outline the Gate System's operations and owner's, tenant's, and any guest's use of same, the BOD hereby adopts this rule and regulation regarding Gate System Operations and Procedures.
2. Legal Authority. Section 720.303(1), Florida Statutes; Section 617.0302(15), Florida Statutes; Article 5, MAINTENANCE OF THE PROPERTY, Declaration of Covenants and Restrictions of Jonathan's Cove; Section 7.2, Automobiles, Declaration of Covenants and Restrictions of Jonathan's Cove; Section 7.31, Rules and Regulations, Declaration of Covenants and Restrictions of Jonathan's Cove; Sections 3.2.3 and 3.2.4, Powers and Duties, Articles of Incorporation of Jonathan's Cove Association, Inc.; and, Section 5.19, Powers and Duties, Bylaws of Jonathan's Cove Association, Inc.
3. Scope. This Rule and Regulation No. 5 – Gate System Operations and Procedures, further supplements Article 5, MAINTENANCE OF THE PROPERTY, Declaration of Covenants and Restrictions of Jonathan's Cove; and, Section 7.2, Automobiles, Declaration of Covenants and Restrictions of Jonathan's Cove.
4. Maximum 2-Vehicle Rule and Vehicle Barcodes.
 - a. Two (2)-Vehicle Rule. Under Section 7.2 of the Association's Declaration of Covenants and Restrictions ("Declaration"), only two (2) vehicles per unit are permitted to be registered and parked within the Association. Any unit found to be in violation of this MAXIMUM 2-vehicle rule will have the offending vehicle stickered for towing and permanently towed off the property at the vehicle owner's expense. Both prior to and during the installation of the Gate System, the Association mailed to each owner, and posted on each unit's door, no less than five official notices reminding all owners and residents of the MAXIMUM 2-vehicle rule. Therefore, the Association will demand strict compliance with the MAXIMUM 2-vehicle rule by all residents.
 - b. Decal Issuance and Installation. Each unit was initially assigned two (2) vehicle barcode decals in accordance with the MAXIMUM 2-vehicle rule ("Initial Issuance"). If the unit had two (2) vehicles at Initial Issuance, the two (2) barcode decals were installed on the unit's two (2) vehicles. If the unit only had one (1) vehicle at Initial Issuance, the unit still has one (1) barcode decal for future use (i.e., new vehicle purchase). If a unit damages either of its two (2) barcode decals, whether the fault is the unit's or a third-

party's, or the unit replaces an existing vehicle with a new vehicle (and, the unit has already been issued two (2) barcode decals previously), there is a \$25.00 replacement fee for a new barcode. The replacement fee amount is subject to change at the discretion of the BOD. **Transferring a barcode from one vehicle to another or to a new vehicle is strictly PROHIBITED.** To obtain a barcode, the unit's resident (whether owner or tenant) must submit a valid driver's license, a copy of the vehicle's registration, and a fully-completed Owner, Tenant & Vehicle Information Sheet form (whether first time being issued a barcode or a replacement barcode). The Association's Owner, Tenant & Vehicle Information Sheet form can be obtained by going to the Association's webpage. To ensure uniformity and proper installation on a unit's vehicle(s), only the Association's authorized representatives (i.e., BOD member, officer, property manager) can install a barcode on a vehicle. To the maximum extent practicable, the vehicle barcode will be installed on the vehicle's rear passenger-side non-moving window area. If the vehicle does not have a rear passenger-side non-moving window area, the vehicle barcode will be installed on the rear passenger-side window. A vehicle barcode will never be installed on any painted portion of a vehicle.

- c. Barcode Colors. Unit owners' barcode decals are black-on-black. Tenants' barcode decals are blue-on-black. Barcode colors were chosen for occupancy tracking purposes, and because, on average, there is a higher turn-over of tenants each year versus owners. Barcode colors are subject to change at BOD discretion.
- d. Off-site Owners with no tenants. A vehicle barcode decal is not issued to off-site owners until the owner's vehicle is physically on the property when the owner physically returns to the Community. Barcode decal(s) will not be mailed to off-site owners.
- e. Off-site Owners with approved tenants. Since the unit owner's current tenant will be issued the vehicle barcode decal(s) for the owner's unit, a unit owner will not be issued a barcode decal. If a unit owner finds it necessary to visit the Community, such as for tenant inspections, the unit owner will need to coordinate with the unit's tenant and the Association's property management company in order to enter the Community through the use of the guest entrance tele-entry system.
- f. New Approved Owners/Tenants subsequent to Initial Issuance. As part of the application process for new owner or new tenant approval by the Association, a fee will be charged by the Association to obtain the unit's two (2) new barcode decals. As this fee is subject to change, prospective new owners and tenants must contact the Association's property management company for current fee information.
- g. No Temporary Vehicle Barcodes will be issued. As part of the enforcement of the 2-vehicle rule, no temporary or short-term vehicle barcodes will be issued by the Association. Only approved owners (with Certificate of Approval for Ownership) and approved tenants (with Certificate of Approval for Tenancy) will be issued vehicle barcode decals in accordance with the 2-vehicle rule. These certificates of approval by the Association are issued in conjunction with the interview requirements of the Association for any new owner or new tenant, and a vehicle barcode decal will not be

installed on a new owner's vehicle or new tenant's vehicle until all Association approval requirements are met, including attending the interview with an Association representative.

h. Deactivation of Vehicle Barcodes.

- (i) When an owner sells his or her unit, the departing unit owner's vehicle barcode decal(s) will be deactivated.
- (ii) When an approved tenant's lease or lease extension on file with the Association expires, the tenant's vehicle barcode decal(s) will be deactivated on the lease or lease extension's expiration date. Should an owner and existing approved tenant wish to renew and/or extend a lease, it is the duty and obligation of the owner and tenant to provide the Association with a copy of the new lease and updated Owner, Tenant & Vehicle Information Sheet at least fourteen (14) calendar days before expiration of the existing lease. Any lease renewal or lease extension request is always subject to the approval of the Association in accordance with the Association's Declaration and related governing documents. If the Association does not receive the aforementioned documentation in accordance with the time parameters outlined above, the Association shall assume that the owner, tenant or both, have decided not to renew or extend the existing lease, and the tenant's vehicle barcode decal(s) will be deactivated on the current lease's expiration date.
- (iii) Any unit that misuses, tampers with, negligently destroys and/or intentionally destroys any of the unit's vehicle barcode decal(s) shall have the vehicle barcode decal(s) immediately deactivated. In addition, the Association reserves the right to take all other actions as outlined in the "Enforcement of Violations" Section outlined below and the Association's governing documents.

5. Gate Operations.

- a. Entrance Gate – Resident Gate. Upon the barcode reader scanning your vehicle's barcode decal, the resident swing gate will begin to open. Once fully opened, the gate barrier arm will raise, and your vehicle can proceed into the Community. If your vehicle is in a series of resident vehicles entering the Community, the swing gate will remain open and the gate barrier arm will trigger to open upwards to allow your vehicle to proceed into the Community. Once the last resident vehicle passes through the resident entrance gate, the gate barrier arm will descend to its closed position, and the swing gate will close.
- b. Entrance Gate – Guest/Visitor Gate. Upon a unit's guest dialing to and connecting with the unit through the tele-entry system, the unit must press "9" on the unit's telephone (or "*9" or "#9" if "9" does not work with the resident's telephone) to allow the guest to enter through the guest/visitor gate. The guest may either scroll through the list of residents on the tele-entry system screen or can use the keypad to punch in the resident's "quick connect dialing code number" to call the resident unit. The "quick connect dialing code number" is located next to the resident's name on the tele-entry screen, and can be used

by the guest to save time at the tele-entry system when dialing to and connecting with the resident's telephone. Except for the "quick connect dialing code number" assigned to a unit's telephone number, there are no other "codes" or "clickers" of any kind issued by the Association to its residents for community access purposes. Upon successful connection with the unit's telephone number, both the guest and the unit will hear confirmation that a proper connection has been made through a series of "beeps," which means that gate system will begin to open. The guest/visitor swing gate will then begin to open. Once fully opened, the gate barrier arm will fully raise to let the unit's visitor into the Community. Once the guest vehicle has passed completely through the gate area, the gate barrier arm will descend to its closed position, and the swing gate will close.

- c. Exit Gate. Upon exiting the community, your vehicle will automatically trigger the gate system to begin opening. YOUR VEHICLE DOES NOT NEED TO DRIVE DIRECTLY UP TO THE GATE BARRIER ARMS TO ACTIVATE THE SYSTEM, AS THE TRIGGERING MECHANISM IS LOCATED SEVERAL YARDS INWARD OF THE EXIT GATES. Once triggered, both exit swing gates will begin to open, and once fully open, both gate barrier arms will fully open to allow your vehicle to exit the Community. If your vehicle is in a series of vehicles exiting the Community, the swing gates will remain open, and the gate barrier arms will trigger to open upwards to allow your vehicle to exit the Community. After the last vehicle in the series has exited, the gate barrier arms will descend to their closed position, and the swing gates will close.
- d. Resident's Tele-entry System Telephone Number.
 - (i) All residents must ensure that their unit's correct telephone number (i.e., land-line phone or cellular phone) is in the tele-entry system by listing the correct telephone number on the Owner, Tenant & Vehicle Information Sheet on file with the Association. That is the only telephone number the Association will recognize as the correct telephone number to the assigned unit. Only approved owners (with Certificate of Approval for Ownership) and approved tenants (with Certificate of Approval for Tenancy) will have their telephone number inputted into the Association's tele-entry system.
 - (ii) If a resident needs to change their telephone number in the tele-entry system, the resident must complete and return the "Gate (Security) Change Request" form, which is found at the Association's property management company's website, in order to do so. The resident must also indicate on the form why the telephone number needs to be changed (i.e., tenant lease expired; changing from land-line to cellular phone or vice-versa).
 - (iii) If the Association determines that a resident is attempting to allow unauthorized/unapproved persons into the Community by changing a unit's telephone number or if a unit changes their telephone number excessively in any calendar year (or during the tenant's lease term), the Association may, in its sole discretion, deactivate any telephone number in the tele-entry system to determine what is occurring and to investigate same, may charge an administrative fee to

change the telephone number in the tele-entry system (the amount of said fee to be set by the BOD), and shall take any and all other necessary actions as authorized by the Association's Declaration and related governing documents.

e. Realtor Information in Tele-entry System.

- (i) Unit Owners. If an owner (whether off-site owner or on-site owner) is trying to sell his or her unit, wishes to have a realtor (or other authorized selling agent) telephone number placed into the tele-entry system in place and instead of the owner's telephone number, the owner must submit the signed, written request to the Association's property management company, and include a copy of the listing agreement or other realtor agreement, along with the person or persons authorized to have access to the unit. Only one (1) telephone number will be placed into the tele-entry system in place of the unit owner's telephone number. Tenants have no authority whatsoever to request a tele-entry system telephone number change to a realtor or other listing agent on behalf of the unit owner, and the Association will not process any such request sent from a tenant on behalf of an owner or otherwise.
- (ii) Banks and other financial institutions. If a unit is owned by a bank or other financial institution, and the bank/other financial institution wishes to have a realtor (or other authorized selling agent) telephone number placed into the tele-entry system, the bank/other financial institution must submit a signed, written request to the Association's property management company, and include a copy of the Certificate of Title ("CT") to the unit, a copy of the listing agreement, management agreement or other realtor agreement, along with the person or persons authorized to have access to the unit. Only one (1) telephone number will be placed into the tele-entry system for the bank or other financial institution owner.
- (iii) All other Association restrictions, rules and regulations must be followed. Whether an owner is selling his or her unit, or a bank/other financial institution is attempting to sell its unit, the selling owner MUST follow ALL other restrictions, rules and regulations of the Association, including, but not limited to, not placing any "for sale" signs anywhere on the property, (including the unit's windows), not cutting the grass around the unit, not trimming the trees or other shrubbery surrounding the unit, and not making any exterior changes to the unit, irrespective of what any realtor, management or sales agreement may state to this effect. The Association's restrictions, rules and regulations supersede and override any agreement between the selling unit and his/her/its representatives in this regard, and violations of the Association's restrictions, rules and regulations will be deemed a breach of same, and the Association shall take any and all necessary action to protect its interests, including, but not limited to, deactivation of the selling unit agent's telephone number in the tele-entry system, imposition of a fine on the unit, seeking injunctive relief, and any other authorized actions permitted by the Association's Declaration, related governing documents, and Florida law.

- f. Gate Camera System. The Association has installed several cameras in the Community's front entrance/exit areas. The cameras for the Gate System are designed to protect the Association's common areas, common property and improvements thereon. The cameras were NOT installed to protect against personal property theft or vehicular theft at a residence or otherwise. Under Section 3.11 of the Association's Declaration, the Association shall NOT have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the failure of the gate system (and, camera system) to prevent a theft, burglary or any unauthorized entry into the community. As an owner, tenant and resident of this community, each owner, tenant and resident must be vigilant, and be proactive in nature to both protect yourself and your personal property against possible theft and burglary.
- g. Oversized Moving Trucks and Oversized Delivery Trucks.
- (i) If a new owner or new tenant is having an oversized moving truck used to move into the Community (i.e., larger than a twenty-foot (20') moving truck; semi-trailer; truck with double-trailer), the new owner or new tenant MUST contact the Association's property management company IN ADVANCE of move-in in order to coordinate the dates and times of the move-in with the oversized moving truck. This same rule applies when an out-going owner or tenant is moving out of the Community, and is using an oversized moving truck.
 - (ii) Any owner or any tenant that is having an oversized delivery truck used (as defined in Sub-paragraph 5(g)(i) immediately above) to deliver furniture or other furnishings to the unit (i.e., from Rooms-To-Go; Mattress Express; Eldorado, etc...) MUST contact the Association's property management company IN ADVANCE of the delivery date in order to coordinate the date and time of the delivery with the delivery truck.
- h. Gate System Violations and Reporting of Gate System Violations. Abuse and misuse of the Association's COMMON AREAS/PROPERTY, including the Gate System and Gate System cameras, will not be tolerated by the Association. To the maximum extent practicable, the Association will take any and all necessary actions authorized under the Association's Declaration, related governing documents, and Florida law, to preserve and protect the Gate System and the Gate System cameras, including criminal prosecution against trespassers into the community. The following is a non-exclusive, non-exhaustive list of violations/activities that are strictly prohibited:
- (i) Trespassing, and any other crimes against property and/or persons under federal, State, and local laws;
 - (ii) Tail-gating of vehicles through gates;
 - (iii) Attempting to enter the community through the exit gates;

- (iv) A resident's guest vehicle attempting to access the community through the resident gate;
- (v) Playing on or around any part of the Gate System and its support and operational mechanisms;
- (vi) Tampering with or otherwise attempting to destroy, either negligently or intentionally, any part of the Gate System and its support and operational mechanisms;
- (vii) Parking in and around the center island turn-around area at the front entrance;
- (viii) Parking in and around ANY area at the community's front entrance and exit areas, including parking in such a fashion that impedes the operations of the Gate System in any fashion whatsoever;
- (ix) For the purposes of this Rule and Regulation No. 5, "parking" means a full and complete stop of a vehicle of any kind, whether the vehicle is occupied or not;
- (x) Driving a motorized vehicle, such as a motorcycle, moped, scooter, dirt bike, and such similar-type vehicles, upon the sidewalk areas of the Community in order to enter or exit the Community; and,
- (xi) Creating or causing any kind of disturbance or nuisance at the Community's front entrance and exit areas, including any type of activity, disturbance or nuisance that impedes the proper flow of traffic into and out of the Community.
- (xii) **REPORT** any violations witnessed at the Community's front entrance and exit areas to the Association's property management company by correspondence, telephone, email or otherwise. When reporting violations, please describe the nature of the violation, along with the type of offending vehicle, description of offender, date and time of the alleged violation. The Association will need the reporter's contact information (i.e., telephone, email) should the Association need to obtain additional information from the reporter in order to investigate and address the violation and the offender. For both due process purposes and further violation processing purposes, including legal action, the Association cannot accept or process any reports of alleged violations from persons wishing to remain anonymous.

6. Enforcement of Violations. This Rule and Regulation No. 5 applies to all owners, tenants, residents and the guests/invitees of all owners, tenants and residents of the Community. Any violation of this Rule and Regulation No. 5, and the Association's Declaration and related governing documents, will be subject to sanctions, including, but not limited to, having a vehicle stickered for towing; towing the violating vehicle at the vehicle owner's expense; fining; suspension of Community privileges; deactivation of vehicle barcode decal(s); deletion of tele-entry system information; tenant eviction; criminal prosecution; civil prosecution; and any other

legal action authorized and permitted under the Association's Declaration, related governing documents, and federal, State of Florida, and local law.

7. BOD Adoption. The BOD approved and adopted this Rule and Regulation No. 5 at a duly-noticed, regularly-scheduled monthly BOD meeting as reflected in the BOD meeting's minutes that are maintained in the Association's official records pursuant to the Association's Declaration and Florida's Homeowners Association Act. By adopting this Rule and Regulation No. 5, the BOD hereby directs its property management company to mail a copy of this Rule and Regulation No. 5 to all current owner's and occupant's addresses on record with the Association, post a copy of this Rule and Regulation No. 5 to the Association's webpage, and maintain this Rule and Regulation No. 5 in the Association's official records.
8. Binding Effect and Amendment. This Rule and Regulation No. 5 shall apply to and bind all current and future owners, tenants, residents and occupants of the Association, and their respective guests/invitees. This Rule and Regulation No. 5 may only be modified or amended in writing by the Association's BOD, and duly approved and adopted by the BOD of the Association. The Community's owners, tenants, residents and occupants will be notified of any future amendments or modifications to this Rule and Regulation No. 5 in writing.
9. Questions. If any owner, tenant, resident or occupant of the community has any questions about this Rule and Regulation No. 5, please contact the Association's property management company.

Rule and Regulation No. 5 duly approved and adopted by the BOD on: May 21, 2012.