

**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.