

RULES AND REGULATIONS

OF

WIMBLEDON HOMEOWNERS' ASSOCIATION, INC.

Pursuant to the authority vested in the Board of Directors of WIMBLEDON HOMEOWNERS' ASSOCIATION, INC., the following rules and regulations have been adopted at the first meeting of the Board of Directors.

1. ENFORCEMENT. All violations of these rules and regulations shall be reported immediately to a member of the Board of Directors, an Association officer and/or the management agent. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of these rules and/or whose remedial action shall be dispositive. In the event that any person, firm or entity subject to the rules and regulations, fails to abide by them, as they are interpreted by the Board of Directors of the Association, shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed \$25.00 for each violation, shall be collected by the Association and shall become a part of the common surplus of the Association. If the Board of Directors of the Association deems it necessary, it may bring action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall in addition be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations.

2. USE OF THE COMMON ELEMENTS. The common elements of the Association are for the exclusive use of apartment owners and their immediate families, lessees, resident house guests and guest accompanied by a member, and no other person shall be permitted to use the common elements of the Association unless accompanied by a unit owner or a member of his immediate family, without prior written consent of the Association.

3. NOISE. The installation of hard surface floors upon the unfinished inner surface of any perimeter floor slab, except in kitchen and baths, which constitutes a boundary between two units is prohibited unless expressly authorized in writing by the Board of Directors, provided that this shall not apply to apartments on the first floor of any building. All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that said noise is not audible outside of the boundaries of the apartment in which it originates.

4. CHILDREN. Children shall not play on or about the common elements of the Condominium in an unruly or in an exceptionally noisy manner.

5. PETS. ~~Animals of any kind may be kept in an apartment or allowed upon the Condominium property only upon prior written consent of the Board of Directors of the Association. Such consent, if given, shall be revocable by the Board of Directors at any time, and shall automatically expire upon the death or other disposition of the pet. Pets shall be leashed and restrained at all times when on or about the Condominium property. Owners maintaining pets on the Condominium property, or whose guests, lessees or invitees bring any animal upon the Condominium property, shall be responsible for, and bear the expense of, any damage to person or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association.~~ Domestic animals may be kept in an apartment or allowed upon the Association property only upon prior written consent of the Board of Directors of the Association. Such consent, if given, shall be revocable by the Board of Directors at any time. It shall automatically expire upon the death or disposition of the pet. Pets shall be leashed and restrained at all times when on or about the Association property. Guests, lessees or invitees of owners shall not be permitted to bring any pets on the Association property or maintain any pet in an apartment while in residence. The privilege of maintenance of a pet on the Association property or in an apartment shall extend only to owners. Owners shall be responsible for, and bear the expense of any damage to person or property resulting from any pet kept on the property or in an apartment by such owner. Any such damage shall be determined by the Board of Directors of the Association and shall be collected by the Association. (Revised: 12/10/82)

6. OBSTRUCTIONS. There shall be no obstruction or cluttering of the Condominium property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, elevators, stairways, patios, courts or vestibules, or other Common Elements or areas.

7. DESTRUCTION OF PROPERTY. There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium property. Members shall be held responsible for, and shall bear any expense of such damage caused by said member, his family, guests, lessees and/or invitees.

8. HURRICANE SHUTTERS. Upon the issuance of hurricane warnings, standard hurricane shutters or panels, as approved by the Board of Directors, may be used; provided that, such shutters shall be removed forthwith when hurricane conditions have abated.

9. BALCONIES, WINDOWS, TERRACES AND DOORS. Nothing shall be dropped, thrown, swept, or otherwise expelled from any window, door, balcony, or terrace. All loose or movable objects shall be removed from balconies or terraces upon notice of an approaching hurricane

or other inclement weather characterized by conditions of high wind. Balconies, windows, terraces, and doors shall not be altered from the condition in which originally constructed, including, without limitation, alteration by painting, screening, or installation of reflective materials, unless pursuant to the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and Bylaws of the Association, a common scheme for doing so is adopted for the entire building in which any such change is proposed. For purposes of assessing fines for violation of this rule, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied.

10. DAMAGE TO COMMON ELEMENTS. Members shall be responsible and shall bear any expense of any damage to the common elements caused by moving to or removing from their apartment household furnishings or other objects, or caused by any other deliveries to or from apartments by their invitees.

11. REFUSE. All refuse, waste, bottles, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefor.

12. SWIMMING POOL. (Not applicable to East Lake Bungalows at this time. No pool available.)

- A. Swimming is permitted only from 9:00 a.m. to 9:00 p.m. at one's own risk. No lifeguard will be on duty.
- B. Children under fourteen (14) years of age must be accompanied by a responsible adult swimmer.
- C. All persons using the swimming pool do so at their own risk.
- D. All persons must shower thoroughly before entering the pool.
- E. All persons with long hair must wear a bathing cap while in the pool.
- F. No floats, balls, toys or other objects, except swimming aids attached to the swimmer, are permitted in or around the pool.
- G. No pets shall be permitted in the swimming pool or the pool area. No exceptions.
- H. No running shall be permitted in the pool area.
- I. No food or beverage shall be brought to or consumed in the pool area except by prior written consent of the Board of Directors. In no event shall glass containers or glass objects be permitted in the pool area.

J. Persons using suntan oil, lotion or any similar substance shall not use poolside furniture unless such furniture is completely covered by a towel or other protective material.

13. GUESTS. Owner shall notify the Manager, and security guard, by written notice in advance of the arrival and departure of guests, family members or lessees who have permission to use an apartment in the owner's absence. No person under eighteen (18) years of age shall occupy an apartment unless their parents or the apartment owner is also in residence. No key will be issued to a guest or lessee without advance written notice from the apartment owner.

14. SIGNS. No sign, nameplate, signal advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony or terrace without the express prior written consent of the Board of Directors.

15. KEYS. The Association shall maintain a key to each apartment in the Association. No member shall change existing locks or install additional locks unless duplicate keys therefor are provided to the Association.

16. PARKING. Unauthorized parking shall include:

- A. Vehicles parked in parking spaces assigned to and reserved for individual apartments without the consent of the owners or occupants of such apartment.
- B. Vehicles parked so as to impede ingress or egress from other parking spaces, drives, roads, or building entryways.

Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator. Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Association property. No vehicles shall be washed, polished and/or waxed on the Association property except in such specific area as may from time to time be designated by the Board of Directors for such activity.

17. LAKES, PONDS, AND CANALS. Facilities for using lakes, ponds and canals within the Association for boating purposes shall be limited to those provided by the Association. Members of the Association shall not be permitted to install docks or similar structures, or to keep boats on the lakes without the consent of the Association. In no event shall motor powered boats be permitted on the lakes. Use of canals, ponds or waterways not wholly within the Association shall be governed by the Rules of the Property Owner's Association.

18. COMPLIANCE WITH DOCUMENTS. All members, and every lessee, guest or visitor of a member, shall comply with all the terms, con-

ditions, covenants, restrictions and limitations contained in the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and the Bylaws.

19. RULE CHANGES. The Board of Directors of the Association reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of members.

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Revised: 12/10/82