

**AMENDED AND RESTATED RULES AND REGULATIONS
CAROLINA LANDINGS CONDOMINIUM ASSOCIATION, INC.
(EFFECTIVE December 15, 2021)**

1.0 SCOPE OF RULES AND REGULATIONS

The rules and regulations hereinafter enumerated are comprehensive and, unless otherwise amended by the Board of Directors or rescinded or amended in accordance with the Amended and Restated Bylaws of the Association shall remain in force and effect. The rules and regulations shall apply to and be binding upon all Owners, tenants, and visiting guests. Owners, tenants, and guests shall, at all times, obey said rules and regulations. Owners are ultimately responsible to see that all rules and regulations are faithfully observed by their families, guests, invitees, tenants, and any other persons whom they permit to enter upon the condominium property. Violations of these rules and regulations may be grounds for remedial or legal action, which may include without limitation, an action to recover sums due for damages, fines, fees, injunctive relief, and any combination of such actions.

Any waivers, consents, or approvals under these Rules and Regulations by the Board of Directors shall not be considered a waiver, consent, or approval of identical or similar situations except upon written notice by the Board of Directors.

2.0 REPORTING VIOLATIONS

2.1 Violations should be reported by Owners and tenants to the property manager of the Association and not to the Board of Directors or to the Officers of the Association. The property manager should document any reported violation.

Communique Association Management

(941)706-0920

5824Bee Ridge Rd #413

Sarasota, FL 34233

3.0 ASSOCIATION EMPLOYEES

3.1 The Board of Directors is solely responsible for directing and supervising the Association's employees while the employee is conducting work directed by the Board and conducted during the employee's work hours. The Board of Directors may delegate the directing and supervision of Association employees to the property manager or management company engaged by the Association.

3.2 Employees of the Association are not to be engaged by Owners or occupants for personal errands, work, repairs, chores, etc. which are not within the scope of the applicable employee's duties unless done so by employee on their own time. The Association is not responsible for any damages or loss of any kind incurred by anyone as a result of an off-duty employee providing services outside the scope of employment; outside of regular work hours; or at the direction of someone other than an agent of the association.

4.0 INSURANCE

- 4.1 Policy:** Owners are required to obtain and maintain individual casualty and general liability policies insuring the property lying within the boundaries of their Unit.
- 4.2 Copies:** Each Owner must provide a copy of a valid insurance binder, policy, or satisfactory proof of insurance to the property manager within 30 days of closing and annually thereafter no later than January 1st of each year or be subject to the remedies for violations, including fining.
- 4.3 Restriction:** A Unit Owner or tenant shall not permit anything to be done or kept inside the Unit which will increase the insurance rates on any insurance obtained or maintained by the Association.

5.0 GATES

- 5.1** Vehicle bar codes are available for purchase by the Unit Owner from the property manager.
- 5.2** Vehicle bar codes may not be cloned, copied, or transferred.
- 5.3** Only the names of Unit Residents will be registered in the gate directory entry system by the property manager.

6.0 PARKING AND VEHICLE RESTRICTIONS

- 6.1** Each Unit is assigned two (2) parking spaces. Units with garages park in the garage and directly in front of the garage. All additional vehicles must park in visitor parking.
- 6.2** No Owner, tenant, or guest may park in a parking space that has been assigned to another.
- 6.3** Boats, RV's and Commercial Vehicles:
- Delivery or repair vehicles must park in the Unit's assigned parking space, visitor, or guest spaces only and may not park in the roadway. Alternative parking is available in the kiosk common parking area near the mailboxes.
 - Commercial vehicles may not be parked within the condominium property between the hours of 11:00 p.m. and 8:00 a.m. unless actively providing services or making deliveries or parked in garages with the garage door closed. Any vehicle with exterior lettering, graphics, construction materials, construction equipment, or a box truck will be considered a commercial vehicle. Any vehicle stopped and left unattended for 10 minutes shall be considered parked.
- 6.4** No boats, RV's, motor homes, trailers of any kind, jet skis, golf carts, all-terrain vehicles, utility terrain vehicles, side by sides, motorcycles, motorized skateboards, scooters, or mopeds of any kind, etc. are allowed within the community gates.
- 6.5** Vehicles must observe posted speed limits, stop signs, and no parking areas.
- 6.6** All Owner and tenant guests must have a parking permit or Guest Pass (Available in Management Office) No more than two (2) guests per Unit may park in visitor parking without a parking permit for up to ten (10) days.
- 6.7** Improper or non-conforming vehicles may be towed by the Association at the vehicle owner's expense and liability. All motor vehicles must be operable without flat tires and must have a current license plate or tag. No vehicles under repair shall be left overnight at any location within the condominium property exposed to public view.

- 6.8** No loud or modified muffler vehicles shall be allowed within the condominium property at any time. No car radios or other mechanical sound making device or instrument that emits sound plainly audible from 18 feet or more from the motor vehicle is permitted within the condominium property.
- 6.9** No extensive vehicle maintenance, fluid change, or repair is allowed within the condominium property at any time. No vehicle shall be allowed to drip oil or other hydrocarbons onto the driveways and parking areas.
- 6.10** No vehicle shall be parked on any lawn, grassed area, sidewalk, curb, landscaped area, roadway area not striped and marked for parking, dumpster pad, or in any manner that will obstruct traffic within the condominium property.
- 6.11** Violators of these parking and vehicle rules and regulations are subject to being immediately towed from the property.
- 6.12** Parking in handicap spaces will be allowed by permit only.

7.0: USE AND OCCUPANCY

- 7.1 Residential:** All Units shall be used for residential purposes only. Under no circumstances may more than (1) family reside in a Unit at one time. The term "Families" or words of similar import used herein shall mean either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption or a group of not more than three (3) persons not so related.
- 7.2 Capacity:** In no event shall occupancy exceed (2) persons for each bedroom contained in a Unit. A group of not more than (6) persons in a 3-bedroom Unit and a maximum of (4) persons in a 2-bedroom Unit is allowed. Unit conversions or modifications of garages to increase living area or occupancy are specifically prohibited.
- 7.3 Registration:** All Owners and tenants in residency must be registered with the property manager. Maintenance of the premises, control, safety, and security require that the Association have the appropriate information with respect to any occupants in the Units. Information includes:
- Name, address, unit number, email, and phone number of the Unit Owner.
 - Name, email, and phone number of tenant and any rental property manager.
 - Number of people/ages living in the Unit.
 - Unit Owner's emergency contact phone number.
 - Description and number of pets in the Unit.
 - Automobile tag numbers.
 - Unit key must be provided to and maintained by the Board.
 - Copy of homeowner's insurance policy must be submitted to the Board annually.
- 7.4 Water:** It is the responsibility of every Unit Owner to pay their water bill and keep their account balance current. Failure to do so may result in fine(s) from the Association and Water Company.
- 7.5 Roof:** Unit Owners, tenants, family, and guests are not permitted on the roof of any building within the condominium property for any purpose.
- 7.6 Plumbing:** Plumbing and plumbing fixtures shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags, diapers/wet wipes, feminine hygiene products, or other foreign substances shall be thrown into them. The cost of any

damage resulting from misuse shall be borne by the Unit Owner wherein the damage initiated. Unit Owner's will be responsible for damages caused by the tenants or guests. Cooking grease and oils may not be disposed of in the sink drain, garbage disposal, or commode. A separate container must be used for disposal of such materials and placed in the dumpster.

7.7 Hot Water Heaters must be replaced every ten (10) years by the Unit Owner. A receipt as proof of compliance must be provided to the property manager.

7.8 Smoke Detectors: Smoke detectors must be tested yearly and replaced every ten (10) years by the Unit Owner. A receipt as proof of compliance must be provided to the property manager.

7.9 Flammables/BBQ grills:

- **No flammable, combustible, explosive fluids, chemicals, or other hazardous substances are permitted to be stored within the condominium property.**
- **No charcoal grills, portable fireplaces, fire pits, chimeras, propane/gas grills are allowed within the condominium property. Electric grills are the only grills allowed and may be used on the lanai.**

8.0 LEASES

8.1 Notice: Written notice of intent to lease a Unit must be given to the Association or Management Company at least 15 business days prior to the start date of the lease.

8.2 Pets: Tenants and Guests are not permitted to have any dogs within the condominium property.

8.3 Information: The Unit Owner must provide the following for all leases:

- A completed Association approved application form.
- Copy of the lease.
- Authorization form, signed by the tenant, granting permission for the Association to perform a criminal records background check.
- Non-refundable application review fee of \$100 per applicant.

8.4 Parking permits: will be issued to all tenants at orientation

8.5 Water metering billing will remain on the Unit Owner's account.

8.6 Approval:

- The Association must approve all applications and leases. Leases must be for a minimum of ninety (90) days, for a maximum of three (3) times a year only. Tenants must be approved by the Association prior to moving in. Prior to move in, approved tenants must attend a community orientation session.
- The Association shall have at least 10 business days to run a criminal records background and credit history check and issue approval of the lessee. Upon request of the Unit Owner, a copy of the report may be provided to Unit Owner.

8.7 See also Units: "Unit use and Occupancy section".

9.0 VISITORS

9.1 The term "temporary occupancy" shall mean occupancy of the Unit not to exceed thirty (30) consecutive days. This includes all visiting guests who stay for thirty (30) days. After 30 days, all temporary occupants (guests) must comply with rules and regulations pertaining to lessees including background screenings.

9.2 The total number of occupants per Unit permitted to reside overnight or in a twenty-four-hour period shall not exceed those limits as defined in the "Use and Occupancy" section.

10.0 CHILDREN

10.1 Children are not allowed to play in roadways or driveways. Children should always be supervised. Children should play in the designated playground area. All persons must follow and observe any additional restrictions posted at the pool, pond, or playground.

11.0 PETS

11.1 Tenants and guests are not permitted to have Dogs of any kind. (See 11.7 below). Only Owner-occupied Units may contain a domestic dog, cats, birds, or fish tank.

11.2 Visiting Pets of any kind are not allowed at any time.

11.3 Dog, cats, birds, and fish shall neither be kept nor maintained in or about the condominium property except in accordance with the provisions of the Declaration and the following:

- No Unit Owner may keep in or on the condominium property any dangerous breed of dog, including but not limited to Pit Bulls, Rottweilers, German Shepherds, Chows or mixed breed of dangerous dog, etc.
- No domestic bird of any variety which will emit sounds that can be heard in contiguous Unit may be kept by a Unit Owner.
- Each Unit (regardless of the number of resident Owners) may not maintain more than:
 - one (1) dog; OR
 - two (2) cats, OR
 - two (2) caged birds, OR
 - one (1) fish tank (maximum 55 gallons).
- Such pets are not to be kept, bred, or maintained for any commercial purpose.
- Such pets are not to be a nuisance or annoyance to neighbors.
- All Owners of dogs and cats are required to maintain annual Manatee County license tags and proof of vaccinations provided to the Association every January.
- All dogs must always be leashed and under control of the handler when outside the Unit. The leash is to be no longer than (6) feet.
- Pet handlers must immediately collect and clean up any waste from pets upon the condominium property and dispose of appropriately.
- Pets are not permitted to be kept in the Common Elements or Limited Common Element (including the lanai) nor be walked through or kept in the lobby or other public areas of the condominium property. No pets shall be allowed at any time in the lakes, playground, pool, pool area, clubhouse, or gym.
- Reptiles, exotic animals, or wildlife are not permitted to be kept in or on the condominium property including farm animals of any kind.

11.4 Violation of the provisions of this subsection shall entitle the Association to all its rights and remedies, including but not limited to the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or require, through order of the Board, any pet to be permanently removed from the condominium property.

11.5 The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes a nuisance and or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner must immediately correct the problem. If it is not corrected, upon written notice from the Association, the Unit Owner will be required to remove the animal. Pets shall not be permitted to become a danger to any resident or other pets.

12.0 FACILITIES

12.1 Carolina Landings facilities, gym, pool, clubhouse, and playground are for the exclusive use of its Owners, tenants, guests, and invitees. Guests must be accompanied by an Owner or tenant. Application for private use of clubhouse is available at the management office or Association website requiring \$200 security deposit and a \$50 usage fee.

12.2 Clubhouse

- No person wearing bathing suits shall be allowed in the clubhouse.
- All persons must wear shirts and shoes in the clubhouse.
- No wet persons shall be allowed in the clubhouse-except restrooms.
- No pets allowed in the clubhouse.
- No smoking or vaping allowed in the clubhouse.

12.3 Pool

- Hours of operation – 6:00 AM to Dusk
- Max pool capacity – 30 people
- For residents and guests only.
- Swim at your own risk. There is no lifeguard on duty.
- Shower before entering pool
- Adult Unit Owner(s)/Tenants are allowed four (4) guests per visit. Guests must be accompanied by a Unit Owner/Tenant
- All swimmers must have proper swimwear (no cut-offs).
- All incontinent persons must wear Swimmies. Diapers are not allowed in the pool.
- No flotation devices are allowed in pool, except arm flotation devices for small children.
- For safety reasons, no toys or hair accessories are permitted in the pool.
- No food, alcohol, or **glass containers** are allowed in the pool. No smoking or vaping allowed in the pool.
- No pets are allowed in the pool or pool area.
- No running, diving, jumping, or rough play allowed in or around the pool.
- Dry off with a towel prior to using the clubhouse restrooms.
- No profane language permitted in or around the pool

12.4 Gym

- Use equipment at your own risk.
- No glass containers in the gym.
- Please wipe off equipment after use.
- No one under 14 years of age allowed without adult supervision.

13.0 DESTRUCTION AND OBSTRUCTION OF PROPERTY

13.1 Common Elements must be kept open and shall not be obstructed, littered, defaced, or misused in any manner. A Unit Owner or tenant shall not permit anything to be done or kept inside the Unit which will interfere with the rights of other Unit Owners or the Association.

13.2 No Unit Owners, tenants, their family, guests, invitees, nor employees shall obstruct, litter, deface, mark, mar, damage, destroy, deface, engrave, or misuse in any manner any part of the Condominium property. Unit Owners shall be financially responsible for any such damage.

14.0 NUISANCE, NOISE, ODORS, MOVING, RENOVATION

14.1 Nuisance

- A Unit Owner or tenant shall not commit or permit any nuisance, immoral or illegal act in their Unit or the Common Elements.
- No Unit Owner or tenant shall cause to be placed any weight on any portion of the Unit which shall interfere with the structural integrity of the building.

14.2 Noise

- Quiet hours begin at sunset.
- No Unit Owner/tenant/visitor shall make disturbing noises or allow unreasonable sound to emanate from the Unit or permit their family, employees, visitors, or agents to do so. This includes slamming of any doors/ windows, or barking dogs.
- Specifically, no Unit Owner/tenant shall play or permit to be played in the Unit or on the common elements appurtenant thereto, any musical instrument, stereo, TV, radio, etc. in any way that unreasonably disturbs or annoys other Unit Owners or occupants.

14.3 Odors

- No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to others. Normal cooking odors normally and reasonably generated, shall not be deemed violations of this regulation.

14.4 Moving

- Moving in or out of the Unit can only be done between the hours of 8:00 am and 6:00 pm.

14.5 Renovation

- Carpentry, carpet, or floor laying, picture hanging or any trade or do it yourself work involving hammers, power tools, etc. must be done between the hours of 8:00 am and 6:00 pm only.
- No Unit Owner or tenant shall cause to be placed any weight on any portion of the Unit which shall interfere with the structural integrity of the building.
- No Unit Owner shall install whirlpools, pools, saunas or Jacuzzis in the Unit or Limited Common Element. Water beds are not allowed.

15.0 ARCHITECTURAL MODIFICATION

15.1 No Unit Owner or tenant shall cause to be placed any weight on any portion of the Unit which shall interfere with the structural integrity of the building.

15.2 The Unit Owner shall submit a detailed construction plan (two copies) of the proposed improvements, modifications, alterations, and additions form to the Board. The plan shall include the following:

- Plans and specifications for all work to be performed
- Anticipated commencement and completion date
- Anticipated delivery schedule
- If required, engineering report confirming reviews of structural load capacity
- List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers
- Licenses and certificates of insurance
- Building permit applications are required by local governing authorities

15.3 Upon review of the information submitted to the Board or appointed Association Review Committee, the Owner will be notified in writing within 30 working days of being approved or denied.

16.0 EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance of the exterior of the condominium building the following is required:

16.1 Front Stoop/Lanais

- Unit Owners are responsible for the regular maintenance of the inside of the lanai including sweeping out any debris and cleaning, replacement of screens, and mold/mildew removal.
- All exterior lighting hardware and bulbs are the responsibility of the Association.
- Items permitted on lanais include potted plants and patio furniture. Hanging planters, miniature lights (white only), and sun sails of neutral colors i.e. gray, beige, white, or black may be hung from the aluminum cage structure. Front stoops are permitted to have potted plants that do not block ingress and egress to the Unit.
- Personal items, cleaning supplies, shoes, coolers, and toys may not be kept on front stoops or lanais. This also includes any outdoor TV's, radios, and cable.
- No drilling, nails, hooks, brackets, or wiring may be installed or placed on or attached to Hardiplank siding, doors, or roof. Removable, non-damaging adhesive hooks or strips (such as Command products) may be placed on exterior Hardiplank inside the lanai and stoop area only.
- Bicycles and tricycles can only be stored in the garage or inside the Unit.

16.2 Window and Door Coverings

- Windows and glass sliding door must have coverings.
- No aluminum foil may be placed in any window or glass door of a Unit and no reflective substance may be placed on any glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes which are 3M Scotchshield Ultra 400 Series Safety and Security window film
- All windows must have blinds or plantation shutters. Curtains and drapes may be added on the inside of the Unit in addition to the blinds covering the windows.
- Blinds/plantation shutters covering the windows may be up to 3 ½ inch slats, white or off white, and horizontal

- Sliding glass doors must have either blinds, plantation shutters, or draperies with a white or off white lining. Sliding door blinds or plantation shutters facing the exterior shall be vertical and white or off white. No patterns are permitted.
- Blinds/ indoor plantation shutters/drapes/curtains must be clean, in good repair and free of bent, broken, rips, tears, or missing slats.
- No awnings, canopies, exterior shutters, window/portable air conditioning, glass enclosure or other projections shall be attached to, hung, displayed or placed on lanais, outside walls, doors, windows, or other portions of the Common Elements other than items originally installed by the Developer.
- Any replacement windows shall be clear glass horizontal sash with a white exterior frame and no faux muntins or mullions.
- See Also Hurricane Policy.

16.3 Door Locks

- Unit Owners must abide by the right of entry into Units in emergencies. In case of any emergency originating in or threatening any Unit regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it shall have the right to enter such (s) for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate. The property manager must have a key to fit the door locks of each Unit. The Owner shall be required to deposit such duplicate key with the manager to any and all Unit locks. Failure to do so resulting in any damage to the Unit door or doorframe or cost of locksmith will be the sole responsibility of the Unit Owner.
- All door locks must be brushed nickel in color and may include keypads. Camera doorbells are allowed.

16.4 Holiday Decorations

- Holiday decorations may be placed outside the Unit thirty (30) days prior to the legal holiday recognized by federal law.
- All decorations must be removed within seven (7) days after the holiday.
- Removable, non-damaging adhesive hooks or strips (such as Command products) may be placed on exterior Hardiplank for holiday decorations.
- No decorations may be placed in the Common Elements or Common Areas including lawn, landscaped areas, etc.
- No decorations may be secured to any part of the condominium building with staples, nails, screws, or other device that would damage the building or leave a hole.
- Any damage resulting from hanging holiday decorations will be the responsibility of the Owner.
- The Association may repair and invoice the Owner for the cost.
- This policy is in conformance with other restrictions regarding defacing property. This policy applies to all holidays recognized by federal law.

16.5 Garbage

- All garbage should be in sealed garbage bags and must be deposited inside the dumpster.
- No garbage or garbage containers may be kept outside of the Unit.
- Owners are responsible for notifying the Association Management when disposing of bulk items by the dumpster. Furniture, appliances, etc. are not to be placed inside the dumpster

or within dumpster fenced area. The Association management will then contact Waste Management for the pickup.

16.6 Signs

- No signs, advertisements, notices, or lettering may be exhibited, displayed, inscribed, painted or affixed in or upon any part of the Common Elements, property/right of way to the property, or any part of a Unit.
- Security stickers may be placed in the upper corner of the front window closest to the front entrance of a Unit. No signage is allowed in the landscaping beds. *(Per May 14, 2009 Declaration.)*

17.0 HURRICANE PREPARATION

17.1 Owners must realize the Association will use its best efforts to secure the condominium property. Securing each individual Unit is the responsibility of the Owner. The Owner is responsible for contacting and dealing with their insurance company. Do not rely on the Association to protect your Unit, that is your responsibility. Check your homeowner's insurance to be sure it's updated and address problems that may arise including wind and flood.

17.2 Association Responsibilities: The Association or its designated representative is authorized to maintain current information from Owners and tenants including but not limited to:

- Name, address, Unit number, email, and phone number of record title Owner of Unit .
- Name, email, and phone number of tenant and property manager.
- Number of people/ages living in the Unit.
- Owner's emergency contact phone number.
- Description and number of pets in the Unit.
- Unit key must be provided to and maintained by the Association.
- Copy of Owner's insurance policy should be monitored by the Board annually.

17.3 Unit Owner Responsibilities:

- Each Unit Owner who plans to be absent from their Unit during hurricane season (June 1st through November 30) or is evacuating, shall prepare prior to departure by:
 - Removing all items from the lanai, entry way.
 - Storm shutters shall not put in place prior to the issuance of a storm watch by the National Hurricane Center for the immediate area. The shutters shall be removed within 48 hours after such watch or warning has been lifted. *(per Declaration of Condominium)*
- Designating a responsible firm or individual satisfactory to the Association, to care for the Unit should the Unit suffer hurricane damage.
- The name of the firm or individual shall be furnished to the property manager prior to departure.
- The firm or named individual shall be permitted to *utilize* any **approved** hurricane shutters. See Hurricane shutters below.

18.0 HURRICANE SHUTTER SPECIFICATIONS

18.1 Unit Owners shall not install hurricane shutters without the prior approval of the Association or Association designated committee.

- Owners may use hurricane shutters, 3M Scotchshield all of which MUST BE professionally installed. Owners are NOT PERMITTED to install the hurricane shutters or 3M Scotchshield. Installer must be a licensed and bonded professional.
- Shutters may be roll down, accordion or panels and must be engineered to meet current county specifications. Clear film covering such 3M Scotchshield Ultra 400 series safety and security film designed to make a window more shatter resistant is also approved.
- All permanently attached portions of the shutters or frame must compliment the existing color of the building.
- Owner is responsible for any damage done to the common elements or adjoining s during installation. Owner will repair any damage to hardiplank/siding either upon installation or removal of shutters.
- Owners are allowed to install plywood on windows and slider on the inside of the building only. No plywood is permitted to be installed or utilized on the lanai or exterior of the building.
- Owner is responsible for necessary county permits and all shutters must be professionally installed.
- Ownership of the hurricane shutters, although on the outside of the building, and attached to the common elements shall remain with the Owner and his assigns and not the Association. Owners and assigns shall be solely responsible for the repair, maintenance, and replacement of any hurricane shutters covering the windows and doors of their respective unit. Owners and his assigns shall be solely responsible for any damage caused by loose or detached shutters.
- The Board of Directors shall have the right to adopt additional rules and regulations regarding design, color, location and use thereof. In accordance with Section 718.11(5), Florida Statutes.

19.0 MISCELLANEOUS

(Previously 26,33)

19.1 Solicitation: There shall be no solicitation by any person anywhere within the condominium property for any cause, charity, or for any purpose unless approved in advance by the Board of Directors.

19.2 Sales: No garage or yard sales shall be allowed within the condominium property

19.3 Wildlife:

- No fishing is allowed in the Carolina Landings front and gated ponds.
- No feeding the wildlife or disposal of food/seed in the pond is allowed at any time.

20.0 RULES AND REGULATIONS ENFORCEMENT

- 20.1 Reporting:** Violations will be called to the attention of the violating person by the property manager. Owners are responsible for compliance by their tenants, family members, guests, and employees. The property manager will notify the Board of Directors of observed or reported violations.
- 20.2 Notice:** The property manager shall notify the offender of the observed or reported violation. Included in the notice shall be a statement of the provisions of the Declaration of Condominium, Association By-Laws, or Association Rules which have been violated.
- 20.3 Hearing:** A fine shall be presented to a committee (Compliance Committee) appointed by the Board of Directors for such purpose, after which the Compliance Committee shall hear reasons why a fine should not be imposed. The Compliance Committee will approve or reject the fine.
- 20.4 Fines:** In addition to all other remedies a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, tenants, or employees in an amount not to exceed that allowed by the Act as same may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation, or By-laws.
- **Amount:** The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Act.
 - **Committee Approval:** If the Compliance Committee does not approve the fine, the fine may not be imposed.
 - **Payment of Fines:** Fines shall be paid not later than five (5) days after notice of the approved fine is provided to the person fined.
 - **Infractions:** Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a continuing violation.
- 20.5 Non-Exclusive Remedy:** Any fines shall not be construed to be exclusive remedies and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.
- 20.6 Hardship Relief:** The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in these rules and regulations upon written request for good cause shown in the sole opinion of the Board.

21.0 Fining Policies and Procedures

21.1: Violations of (a) The Declaration of Condominium of Carolina Landings at University Place Condominium A; (b) the Declaration of Condominium of Carolina Landings at University Place Condominium B; (c) the Declaration of Condominium of Carolina Landings at University Place Condominium C; The Declaration of Master Association covenants and Restrictions for Carolina Landings at University Place; (d) the Bylaws; or (e) the Rules and Regulations, may be observed by agents of Carolina Landings at University Place Condominium Association, Inc. (the "Association") during periodic inspections or reported to the Association by contacting the

Manager Communique Association Management by phone: 941-706-0920 or Email:
Maureen@communiqemgmt.com

21.2: In the event a violation is reported and the person reporting the violation has left contact information, the Association should confirm receipt of the report and advise such person that the Association will investigate. Thereafter, the Association should investigate within five (5) business days of receipt of a report to confirm the violation exists.

21.3: In the event a violation is initially observed the Association, or a reported violation is confirmed by the Association, a description of the violation shall be memorialized in writing identifying the nature of the violation, the date observed, the time observed, and the identity of the person making the observation. If possible, the violation should be documented through photographic or video evidence.

21.4: Once a violation has been observed or confirmed by the Association, the Association shall thereafter make daily visits to observe whether the continuing violation remains for a period of up to ten (10) days. If possible, during each visit, the continuing violation should be documented through photographic or video evidence. The date and time of observation and the identify of the person making the observation should be memorialized in writing.

21.5: Within two (2) business days of initially observing or confirming a violation, the Association shall issue the offending owner, tenant, guest, or invitee a courtesy notice by certified mail, return receipt requested and electronic mail, if the person has consented in writing to receiving notice by electronic mail. The courtesy notice shall remind the offending party that [specific section of specific document] prohibits [nature of violation]; that [violation] was observed on [date]; and request that the violation be cured within five (5) business days.

21.6: If a continuing violation is not observed by the Association during any subsequent visit during the five-day cure period, the file shall be closed, and no further action shall be taken.

21.7: If a continuing violation is observed following the five-day cure period, the violation should be placed on the agenda for the next regularly scheduled meeting of the Board of Directors to allow the Board of Directors to consider imposing a find against the offending party, suspension of use rights, or proceeding with a pre-suit mediation demand in advance of seeking injunctive relief. A description of the violation, dates of observation, and evidence in support, as well as a copy of the courtesy notice, may be furnished to the Directors in advance of such meeting.

21.8: On the day of the meeting of the Board of Directors to consider a pending violation and imposition of a fine, suspension of use rights or proceeding with a pre-suit mediation demand in advance of seeking injunctive relief, the Association shall observe the violation to determine whether the violation continues.

21.9: At the meeting of the Board of Directors, Manager, or such other representative or agent of the Association as determined by the Board of Directors, shall identify

the offending party by unit description, describe the violation, confirm that the courtesy notice was furnished, and confirm the dates that the violation was observed. The Board of Directors may elect to impose a fine in the amount of \$100.00 per day, up to \$1,000.00 in the aggregate, suspend use rights, or proceed with a pre-suit mediation demand in advance of seeking injunctive relief.

21.10: If multiple violations appear on the agenda for consideration by the Board of Directors at a single meeting and the back-up in support have been furnished to the individual Directors in advance, the Board of Directors may elect to consider all violations as a single slate and elect to impose a fine in the amount of \$100.00 per day, up to \$1,000.00 in the aggregate, upon all persons sought to be fined, regardless of the number of alleged offenders or units involved.

21.11: If the Board of Directors elects not to impose a fine, suspend use rights, or proceed with a pre-suit mediation demand in advance of seeking injunctive relief, the file shall be closed, and no further action shall be taken.

21.12: If the Board of Directors elects to proceed with a pre-suit mediation demand in advance of seeking injunctive relief, the matter shall be referred to legal counsel.

21.13: If the Board of Directors elects to impose a fine or suspend use rights, the matter shall be scheduled for a hearing before a committee of at least three members appointed by the board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Association. The hearing shall be scheduled not less than fourteen (14) days after the Association has provided the party who has been fined, or whose use rights have been suspended, written notice that the Board of directors has imposed a fine or suspended use rights.

21.14: Within two (2) business days of the Board of Directors imposing a fine or suspending use rights, the Association shall provide the party who has been fined or suspended written notice that a fine or suspension has been imposed and such person has the opportunity to appear for a hearing before a committee of at least members appointed by the Board of Directors who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. The fine or suspension notice shall identify the violation, the amount of fine imposed or suspension, and the date, time and location of the hearing and shall be serviced by certified mail, return receipt requested and electronic mail, if the person has consented in writing to receiving notice by electronic mail.

21.15: On the day of the hearing, the Association shall observe the violation to determine whether the violation continues.

21.16: At the hearing, Manager, or such other representative or agent of the Association as determined by the Board of Directors, shall present the evidence to the committee of at least three members appointed by the Board of Directors who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director or employee. Once such evidence has been presented, the party having been fined or suspended

shall be given an opportunity to speak and explain why a fine or suspension should not be imposed. The person sought to be fined or suspended is not entitled to representation by legal counsel or to have anyone else appear on such person's behalf in a representative capacity, but the committee may allow it in the committee's discretion. The person sought to be fined or suspended may call up to three (3) fact witnesses, who shall be allowed to speak for no less than three (3) minutes each. The members of the committee may ask questions of the person sought to be fined or suspended and /or of any witness called by the person sought to be fined or suspended. Neither the committee Manager, or such other representative or agent of the Association as determined by the Board of Directors, shall have an obligation to respond to questions from the person sought to be fined.

21.17: The committee may go into closed session to discuss the matter and make a final decision. The role of the committee is limited to either approving or rejecting the fine imposed by the Board of Directors. A fine imposed by the board of Directors shall be approved or rejected by a majority of the committee.

21.18: If the committee rejects the fine or suspension, the file shall be closed, and no further action shall be taken.

21.19: If the committee approves the fine or suspension, the Association shall immediately provide the person fined or suspended written notice that the fine has been approved and, if a fine, that payment of the fine is due and payable within five (5) days of the committee hearing. The written notice shall be served by certified mail, return receipt requested and electronic mail, if the person has consented in writing to receiving notice by electronic mail.

21.20: A fine may not exceed \$100.00 per violation, or \$1,000.00 in the aggregate. A fine may be levied by the Board of Directors on the basis of each day of a continuing violation with a single notice and opportunity for hearing before the committee.

21.21: A fine may not become a lien against a unit.

21.22: Payment is due 5 days after notice of the approved fine is provided to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.