

RULES AND REGULATIONS

for

LAKESIDE HIDEAWAY AT BONITA SPRINGS CONDOMINIUM ASSOCIATION, INC.

A Florida Not for Profit Corporation

These Rules and Regulations for the Condominium Property, the Common Elements, and the Condominium Units are deemed in effect until amended by the Board of Directors of the Condominium Association (the "Association"), and apply to all Unit owners of Lakeside Hideaway at Bonita Springs, a Condominium, and such Unit owner's guests, tenants and family.

Unit owners shall, at all times, obey said Rules and Regulations and use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, tenants, persons for whom they are responsible, and persons over whom they exercise control and supervision. Violations of these Rules and Regulations may subject the violator and/or Unit owner to legal remedies available to the Association and other Unit owners. Violations may be remedied by the Association by injunction or other legal means and the Association is entitled to recover in said actions any and all court fees and costs incurred by it, together with reasonable attorneys' fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto.

The Board of Directors of Lakeside Hideaway at Bonita Springs Condominium Association, Inc. may adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management, and control of Units or the Common Elements of the Condominium and any facilities or services made available to the Unit owners. Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors are revocable at any time and shall not constitute a waiver, consent, or approval of similar situations unless notified in writing by the Board of Directors. The Rules and Regulations are as follows:

1. **VIOLATIONS OF RULES AND REGULATIONS.**
 - 1.1. Violations shall be reported in writing to the President, the Board of Directors, or to an Officer of the Association.
 - 1.2. Violations shall be called to the attention of the violator and/or the Unit owner by the President or other Officer of the Association who will also notify the appropriate committee of the Board of Directors.
 - 1.3. Disagreements concerning violations will be presented to and judged by the Board of Directors, which will take appropriate action.

2. FACILITIES.

The facilities of the Condominium are for the exclusive use of Unit owners, tenants, a Unit owner's guests, and guests accompanied by a Unit owner. Any damage to the buildings, recreation facilities, or other common areas or equipment caused by any Unit owner or guests or tenants of a Unit owner shall be repaired at the expense of the responsible Unit owner.

3. NOISE.

No Unit owner shall make or permit any disturbing noises by themselves, their family, guests, employees, or tenants that interferes with the rights, comfort, or convenience of other Unit owners and/or residents. To avoid disturbing neighbors, radio, stereo, and television sets shall be turned down to a minimum volume between the hours of 11:00 P.M. and 8:00 A.M.

4. PETS.

The resident(s) of each Unit may keep up to two (2) pets of a normal domesticated household type in the Unit. No pets are allowed on the Common Elements except those which are on a leash or carried under the arm. Residents who walk their pets shall clean up after them. Pets may not be left unattended or leashed on lanais, in entries, or on Common Elements. The Unit owner shall hold the Association harmless from any liability or loss arising from having a pet on the Condominium Property. The ability to keep pets is a privilege, not a right, and the Board of Directors is authorized to order the removal of any pet which does not comply with this paragraph or which becomes a source of unreasonable annoyance to other residents.

5. OBSTRUCTIONS.

Sidewalks, entrances, driveways, stairways, and passages must be kept open and shall not be obstructed in any manner. No sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of the Condominium except such signs as approved in writing by the Association; nor shall anything be projected out of any window in the Condominium without similar approval. No flag, radio or television aerial or antenna shall be attached to or hung from the exterior of the Condominium or the roof thereof.

6. CHILDREN.

Children are not to play in stairways, elevators or lobbies. Reasonable supervision must be exercised when children are playing on the Condominium Property.

7. DESTRUCTION OF PROPERTY.

Neither residents, their dependents, nor guests shall mark, mar, damage, destroy, deface, or engrave any part of the building. The applicable and/or responsible Unit owner shall be liable to the Association for the repair of any such damage.

8. EXTERIOR APPEARANCE.

The exterior of the Condominium and all other areas appurtenant to the Condominium shall not be painted, decorated, or modified by any Unit owner or resident in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans which vent or air conditioning devices shall be used in or about the Condominium Property except those approved by the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. Personal property of a resident shall not be stored outside a Unit or its appurtenances.

9. CLEANLINESS.

All garbage and refuse from the Condominium shall be bagged and deposited with care in garbage containers intended for such purposes. All disposals shall be used in accordance with instructions given to the Unit owner by the Association. A recycling program may be adopted by the Association or mandated by local government ordinance or regulation, and in such event all Unit owners shall fully comply with such recycling program. No inflammable, combustible, or explosive materials shall be kept in any Unit or Common Element, except those suitable for normal household use. Any garbage or refuse left outside a Condominium Unit shall be removed by management and the Unit owner shall be assessed a fifty dollar (\$50.00) fee.

10. TERRACES AND VERANDA.

No bicycles, baby carriages or similar vehicles or toys shall be placed or maintained on porches, verandas, terraces, or balconies. With the exception of plants, no objects shall be hung from verandas, terraces, balconies, or window sills. No cloth, clothing, rugs, or mops shall be hung up or shaken from windows, doors, verandas, terraces, or balconies. Unit owners and/or residents shall remove all loose or movable objects from verandas, terraces, or balconies and unscreened porches during storms. Unit owners and/or residents shall not throw cigars, cigarettes or any other object from any veranda, terrace, or balcony. Unit owners and/or residents shall not allow anything to be thrown or to fall from windows, doors, verandas, terraces, balconies, or on common elements, and the applicable Unit owner shall be liable to the Association for any damage caused by violation of these rules.

11. FLOOR COVERING.

A Unit owner shall not alter or modify the type and sound proof features of the floor covering which is originally installed in the Unit as approved by the Developer or after turnover, the Association. The Developer or the Association is to approve all floor coverings for Units (including any verandas, balconies, etc.) sold which did not have floor covering at the time of sale. All hard surface floor coverings in second and third floor Units such as, but not limited to ceramic tile, Mexican clay tile, hardwood, and marble must be placed over a minimum one-eighth inch (1/8") sound control underlayment installed in conformity with the manufacturer's recommendations. All carpeting on second and third floor Units must be laid upon no less than a four point four pound (4.4 lb) density one-half inch (1/2") pad. In areas where suspended ceilings are located below the proposed flooring no sound proof mat shall be required, but the Laticrete 18 sound concrete underlayment shall be installed. Prior to installation of carpeting or any other porous floor covering on a veranda, terrace, balcony, porch or lanai, the concrete sub-floor must be waterproofed to prevent spelling. No sound proofing underlayment shall be required prior to surfacing any veranda, terrace, balcony, porch or lanai.

12. EMERGENCY ACCESS.

To facilitate entry in the event of any emergency, the Owner of each Condominium Unit shall deposit a key to all locks to such Unit to be held under the control of the Association. In addition, the Unit owner of each Condominium Unit shall supply the Association with all security access codes to the Unit to the extent applicable.

13. PLUMBING.

Water closets and other plumbing shall not be used for any purpose other than those for which they are constructed and no sweepings, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the applicable Unit owner.

14. ROOF.

Persons, other than those authorized to make roof or other repairs and window washing where necessary, are not permitted on the roof for any purpose.

15. SOLICITATION.

There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose, unless specifically authorized by the Board of Directors.

16. PARKING.

No vehicle belonging to any Unit owner or to a member of the family of a Unit owner or guest, tenant, or employee of a Unit owner shall be parked in such manner as to impede or prevent access to another Unit owner's automobile parking spaces. The Unit owners, their employees, servants, agents, tenants, visitors, licensees, and the Unit owner's family shall obey parking regulations posted at the private streets, parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort, and convenience of the Unit owners. No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than four (4) hours, and no repair of vehicles shall be made on or within the Condominium Property. No cars or other vehicles with advertising on the exterior thereof shall remain in any guest parking space overnight.

17. GUESTS / TENANTS.

Guests and tenants shall be given copies of the Rules and Regulations and the Unit owners shall be responsible for ensuring their compliance with such Rules and Regulations.

18. SWIMMING POOL.

Unit owners and their guests, tenants and family using the swimming pool do so at their risk. Persons using the pool facilities are requested to obey the posted swimming pool rules. Children under twelve (12) years of age using the pool and facilities of the recreation area must be accompanied and supervised by a responsible adult. Swimming in the pool is only permitted between the hours of 7:00 A.M. and 10:00 P.M. Since the pool is not guarded, PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK. Persons using the facilities must be appropriately attired. The following are the basic rules for persons using the pool facilities:

- 18.1. Pets are forbidden in the general pool area.
- 18.2. Running or ball playing or throwing objects is not permitted in the general pool area.
- 18.3. Beverages may be consumed within the pool area but absolutely NO GLASS BOTTLES OR OTHER GLASS CONTAINERS are allowed within the pool area. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will be held strictly liable for any injury resulting there from.
- 18.4. If suntan oils, creams, or lotions are used, a towel or other form of

protection must be placed on pool furniture to protect the attire of others who use the furniture.

19. VEHICLES.

No commercial vehicle of any kind is permitted to be parked in a parking space for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance.

The term "Truck" as used herein, is defined as a Commercial Vehicle, and does not include small pickups, customized vans, sports utility vehicles, and other such vehicles customarily used for personal transportation and not business use. The term "Commercial Vehicle" includes, but is not limited to, any Truck or van which displays a company name or logo on the exterior.

No boat, boat trailer or other trailer of any kind, camper, mobile home or disabled vehicle is permitted to be parked on the premises for more than four (4) hours.

No vehicles "under repair" shall be permitted on the premises. "Under repair" as used herein is defined to include those vehicles with missing or mismatched components, including but not limited to: missing wheel covers; mismatched fender colors, doors or other components; and broken windows or windshields, etc.

All vehicles to be parked on the premises shall be registered with the Association.

No vehicle bearing offensive messages, whether by bumper sticker or otherwise, shall be parked on the premises. Messages shall be deemed offensive as interpreted by the Association, in the Association's sole discretion.

20. OUTDOOR COOKING.

No outdoor cooking shall be permitted on the Limited/Common Elements, nor elsewhere upon the Condominium Property, except in the established barbecue areas and such other areas, if any, as may be specifically designated by the Board of Directors. If such cooking is permitted, the Association shall have the right to promulgate rules and regulations as to all aspects thereof.

21. WINDOW TREATMENTS.

All interior window treatments including, but not limited to, blinds, curtains, drapes or any combination thereof, shall be white or off-white in color as viewed from the exterior of the building. No tinting or reflective sun screening of any window is permitted without the approval of the Association.

22. RENTAL POLICY.

Unit owners shall be permitted to rent their unit(s) either seasonally or annually for a maximum of twelve (12) thirty (30) day periods; provided however that no rental period shall be less than fourteen (14) days nor greater than twelve (12) months, and each rental must be approved by the Association. Owners are required to submit a request for rental, to the Association, on approved forms with payment of the requisite fee, if applicable. Such rental requests shall be submitted to the Association for approval at least fifteen (15) days prior to the start of the rental term. The Association shall promptly review each request for rental and shall notify the Unit owner of the outcome. The Association shall have the sole discretion on the approval of such requests for rental.

The foregoing Rules and Regulations for Lakeside Hideaway at Bonita Springs Condominium Association, Inc. are designed to make living for all Unit owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all Unit owners. Violations of these Rules are to be reported to the President of the Association, who shall call the matter to the attention of the violating Unit owner, tenant, or guest for corrective action. Any disagreement over a violation shall be referred for subsequent action by the Board of Directors. If any irreconcilable conflict should exist with respect to the interpretation of the Rules and Regulations and the Declaration of Condominium for Lakeside Hideaway at Bonita Springs, the provisions of the Declaration of Condominium shall prevail.

