

RULES AND REGULATIONS

**AMENDED AND RESTATED
RULES & REGULATIONS FOR
VILLAGIO AT ESTERO
CONDOMINIUM ASSOCIATION, INC.
JANUARY 7, 2010**



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2010

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RULES AND REGULATIONS

AMENDED AND RESTATED FOR

VILLAGIO AT ESTERO

CONDOMINIUM ASSOCIATION, INC.

JANUARY 7, 2010

The Board of Directors has adopted these Rules & Regulations pursuant to Subsection 7.13 of the Declaration of Condominium for Villagio, A Condominium, as recorded in the Public Records of the County, and as it may be amended from time to time (the **Declaration**). These Rules shall remain in full force and effective until such time as they are amended, modified, rescinded in accordance with Subsection 7.13 and 7.14 of the Declaration and Section 4.2 of the Bylaws.

1. DEFINITIONS

All capitalized words or terms that are not defined in these Rules & Regulations shall have the same meaning as set forth in the Declaration.

2. APPLICATIONS

These Rules & Regulations are intended to supplement and complement the restrictive covenants and other provisions set forth in the Declaration and the Bylaws, and shall govern the use of the Units and the Common Elements, as well as the conduct of the Association and all contractors, agents, guests and other invitees. In the event that any occupant of a Unit other than the Owner, or the Owner's or other occupant's household member, employee, contractor, agent, guest or other invitee, is responsible for a violation of the Rules or other Condominium Documents, the Association may hold the Owner of such Unit jointly and severally responsible for the actions of such other Persons.

3. Enforcement

The Association, acting through the Board of Directors or a duly authorized enforcement committee, shall enforce these Rules & Regulations in accordance with the notice and hearing requirements set forth in the Bylaws. The Association may impose the specific monetary fines set forth in these Rules, for violations of the Rules and other Condominium Documents. Unless a different monetary amount is specified in the Declaration, these Rules or the Act, each violation of the covenants set forth in the Declaration shall be subject to a maximum fine of \$100, or a \$100 fine each day of the continuing violation after notice, up to a total maximum of \$1,000, as applicable. The Association may impose such fines in addition to exercising all other enforcement remedies available under the Declaration, the Bylaws, at law or in equity. If the maximum fines permitted by Section 718.303(3), FLA.STAT., or any other successor statute, are increased in the future, the Association may increase the fines imposed pursuant to the Rules in accordance with



such new or revised statute section.

4. REPORTING OF VIOLATIONS AND INQUIRIES

Any Owner or Tenant may report a violation of these Rules & Regulations or other Condominium Documents by delivering written notice to any Officer, Director, member of the enforcement committee established by the Board of Directors, or the Property Manager designated by the Board. Written notice of an alleged violation shall state: (a) the nature of the alleged violation; (b) the identity of the Owner or the other Person who allegedly committed the violation; (c) the identity of the Owner who is responsible for the alleged violator; if the alleged violator is other than the Owner; and (d) the name, address and telephone number of the Person filing the complaint. The Association shall not be required to investigate complaints filed by any person who has a history of making a false complaint or more than three (3) complaints that were not substantiated upon investigation. The association is only obligated to respond to one written inquiry sent by certified mail per unit in any given 30-day period. Notwithstanding any other provisions of the Rules, the Board and the enforcement committee may maintain the anonymity of any Person filing a complaint regarding an alleged violation of these Rules or the other Condominium Documents when it is not otherwise

necessary to disclose the identity of the Person filing the complaint in order to enforce these Rules and other Condominium Documents.

5. EXCEPTIONS & OTHER RELIEF

The Board of Directors may, but shall not be obligated to, grant exceptions and other relief from these Rules & Regulations when, in the Board's sole discretion, the particular circumstances merit such relief; provided, however, that the Board or enforcement committee shall use its best good-faith efforts to treat similarly situated parties in a similar manner.

6. USE OF COMMON ELEMENTS

The use of the Common Elements by the Owners or other occupants of the Units and their Guests shall be subject to the following restrictions:

a. SIGNS, DISPLAYS, ETC.

No one may place any sign, poster, advertising device, notice or other display of any kind anywhere within the Common Elements, on the windows or other transparent opening of a Unit, in the interior of the garage if the garage door is left open for any reason, or on the exterior doors of a Unit. Notwithstanding the preceding sentence, on the day of an open house held to market a Unit to the public, a Unit Owner may display one "open house" sign within the Common Elements beginning at 8 a.m., and the Owner shall remove the sign one hour after the conclusion of the open house, or by 9 p.m., whichever occurs earlier. An open house



sign must be of standard dimensions and must include the Unit number, address, and hours of the open house. Furthermore, with the written consent of the Board of Directors, a Unit Owner may display one "for sale" sign of standard dimensions within the Common Elements immediately adjoining the Unit's driveway or front door. The Board may adopt a standard design, size and dimensions for "for sale" and "open house" signs, and, if so adopted, all Unit owners shall be required to purchase and use such standardized signs. The Association may confiscate signs or other displays placed within the Common Elements in violation of this Rule and the Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this rule, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14, 11.2, 11.5, 11.9 and 11.18 of the Declaration.*

b. U.S. FLAGS, ETC.

Notwithstanding any other provisions of the Rules, any Unit Owner may display a single removable United States flag, and the official flags of the U.S. Air Force, Army, Coast Guard, Navy and Marine Corps, each not larger than four feet, six inches (4' 6") by six feet (6'), in an appropriate and respectful manner, on the balcony or terrace railing appurtenant to a Unit, in the windows or other transparent opening of a Unit. *Adopted pursuant to Subsections 7.13, 7.14, 11.2, 11.5, 11.9 and 11.18 of the Declaration, and Section 718.113 (4), Fla.Stat. (2006).*

c. WALKWAYS

No one may obstruct the stairways, sidewalks, passages, hallways, lobbies or similar portions of the Common Elements. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to subparagraph 4.3(c)(ii) and (iii) and Subsections 7.13, 7.14 and 11.2 of the Declaration.*

d. STORAGE OF PERSONAL PROPERTY

No one may park or store bicycles or any other personal property within the Common Elements, except in spaces, if any, that the Board of Directors may designate for such purposes. The Owner or other occupants of a unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to subparagraph 4.3(c)(ii), (iii) and (iv) and Subsections 7.13, 7.14 and 11.2 of the Declaration.*

e. CLEAN UP AFTER USE

Every Unit Owner and other occupant of a Unit shall be responsible for cleaning up after themselves when they use the Common Elements, including, but not limited to, placing all trash in appropriate receptacles.



The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. *Adopted pursuant to subparagraph 4.3(c)(ii), (iii) and (iv) and Subsections 7.13, 7.14 and 11.2 of the Declaration.*

f. REMOVAL OF ASSOCIATION PROPERTY

No one may remove any personal property of the Association from the Common Elements without the prior written consent of the Board of Directors. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to subparagraph 4.3(c)(iii) and Subsections 7.13, 7.14 and 11.2 of the Declaration.*

g. SUPERVISION OF CHILDREN

No one may permit their children, aged fourteen (14) years or younger, to enter the Common Elements, including the pool areas or other recreational facilities, without appropriate supervision. No children under the age of sixteen (16) years may use the gymnasium ("Cardio Salon"). The Owner or other occupants of the Unit shall be subject to a \$100 fine for each violation of this Rule, and shall be strictly responsible for any injury to Persons or

damage to property resulting from the behavior of their children. *Adopted pursuant to subparagraph 4.3(c)(iii) and Subsections 7.13, 7.14, 11.2 and 11.9 of the Declaration.*

h. HOURS OF PERMITTED USE

No one may enter unlighted portions of the Common Elements more than one hour after sunset. The owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13 and 7.14 of the Declaration.*

7. USE OF SWIMMING POOLS & HOT TUB

The use of the swimming pools and the hot tub by the Owners or other occupants of the Units and their Guests shall be subject to the following restrictions:

a. RESPONSIBILITY

Anyone who uses either of the swimming pools or hot tub shall be strictly responsible for their own safety; anyone who uses either of the swimming pools or hot tub shall do so at their own risk. There shall be no lifeguard on duty. The Association shall assume no responsibility for any injury to persons or any damage to property resulting from such use. A parent or guardian shall escort all children under fourteen (14) years of age in order to use the pool deck or the swimming pools; no children under fourteen (14) years of age may use the hot tub. Parents and guardians shall be strictly responsible for the conduct of their children.

b. POOL HOURS

The hours of permitted use for the swimming pools and hot tub shall be 8 a.m. to 10 p.m. daily. No one may use the pool deck, swimming pools or hot tub during other times.

c. CONDUCT OF OWNERS AND GUESTS

Only Unit Owners, Tenants and their escorted Guests may use the pool deck, swimming pools or hot tub. Unit Owners and Tenants shall be strictly responsible for the conduct of their Guests. Unauthorized use of the pool deck, the swimming pools or the hot tub, or use after permitted hours, constitutes criminal trespass, and the Association will prosecute violators to the full extent permitted by Section 810.09, F.L.A.STAT.

d. HEALTH ISSUES

The maximum capacity of the large swimming pool (Phase I) is fifty-five (55) persons; the maximum capacity for the small swimming pool (Phase II) is thirty-five (35) persons; the maximum capacity of the hot tub is ten (10) persons. No incontinent persons may use the swimming pools or hot tubs. Children in diapers who use the pool must be in swimming diapers

that do not allow the release of urine or stools into the water. No animals may enter the pool deck, the swimming pools or the hot tub. No one may enter the swimming pools or hot tub without showering. No one may enter the swimming pools or hot tub while wearing suntan oil, baby oil, body lotion, or other similar oil-based skin care products.

e. SAFETY ISSUES

No one may run, dive, splash water, engage in acrobatics or horseplay, or otherwise cause undue disturbance to others persons, anywhere within the pool deck, the swimming pools or the hot tub. No one may have food or drink in the swimming pools or the hot tub. No one may use glass containers anywhere within the pool deck, the swimming pools or the hot tub. No one may enter the swimming pools or the hot tub while under the influence of tranquilizers, alcohol, or other medications that may cause drowsiness or affect blood pressure. It is recommended that no pregnant women or Persons with heart disease, diabetes, high or low blood pressure or other medical conditions enter the hot tub without prior written permission from a medical doctor. The maximum hot tub water temperature shall be set at one hundred and four (104) degrees Fahrenheit. All persons who use the hot tub shall observe reasonable time limits (10 to 15 minutes), and shall periodically leave the hot tub and cool down before reentering. The Association hereby warns all potential users of the hot tub that over-exposure may result in nausea, dizziness or fainting.

f. FOOD AND BEVERAGES

No glass containers of any type are permitted in the pool areas. Both placement and consumption of food and beverages within four (4) feet of the pool is not permitted.

g. RULE VIOLATIONS

The Owner or other Occupants of a Unit shall be subject to a \$100 fine for each violation of the rules listed above in paragraphs 7a to 7e and shall be strictly responsible for any injury to persons or damage to property resulting from a violation of the Rules. *Adopted pursuant to subparagraph 4.3(c)(iii) and Subsections 7.13, 7.14, 10.5, 11.2, 11.7, 11.8 and 11.9 of the Declaration.*

8. PARKING OF VEHICLES; PARKING PERMITS; VEHICLE MAINTENANCE AND REPAIRS

Each Unit Owner and tenant shall request, obtain and display a Villagio parking permit for all motor vehicles to be parked anywhere within the Condominium Property. Each Unit Owner and Tenant shall cause their Guests or other invitees to obtain temporary parking passes from the Property Manager or security service, and such Guests or invitees shall prominently display such

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parking passes within their vehicles at all times while the Guests or invitees' vehicles are parked within the Condominium Property. The Association may tow any vehicle parked in violation of this Rule or Subsection 11.3 of the declaration without notice or warning.

a. INOPERABLE & UNREGISTERED VEHICLES

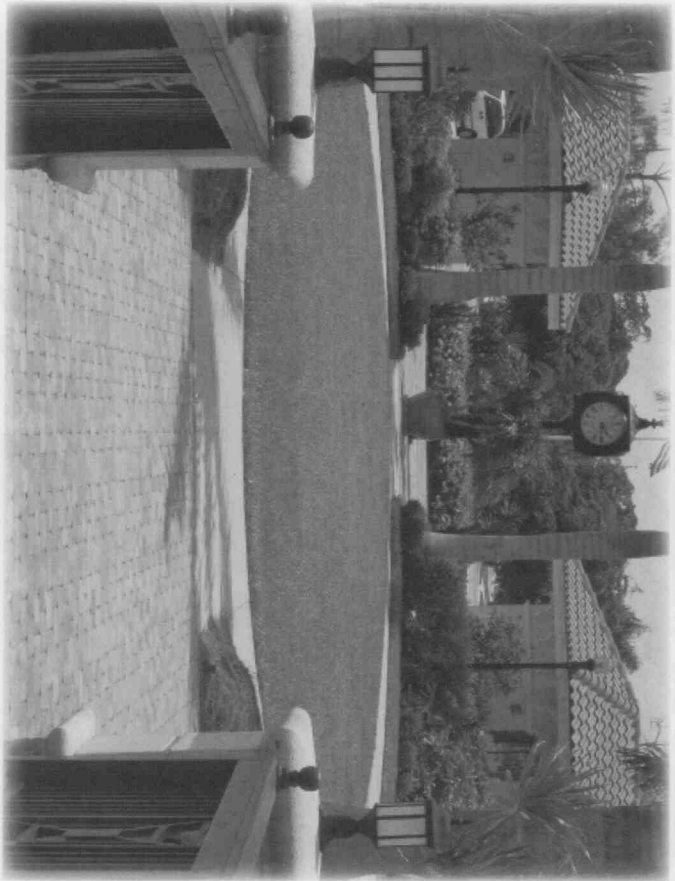
No one may park any inoperable vehicle, or any vehicle that lacks a current vehicle registration and license plate anywhere within the Condominium Property, except completely within a Unit's garage.

b. COMMERCIAL VEHICLES

Commercial Vehicles may be parked within the paved driveway of a Unit or the designated parking areas within the Common Elements, during daylight hours, for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Elements. No one may otherwise park any commercial vehicle anywhere within the Condominium Property.

c. RECREATIONAL VEHICLES, ETC.

No one may park any recreational vehicle, including, without limitation, travel trailers, mobile homes, towed campers, trucks with mounted campers, boats or other watercraft, tow trailers and all similar vehicles, anywhere within the Condominium Property; provided, however, that the Owner or other occupant of a Unit may park a recreational vehicle within the paved driveway appurtenant to a Unit for up to twenty-four (24) hours



during any seven (7) day period, exclusively for the purposes of loading and unloading such vehicle. No one may sleep or otherwise reside in any vehicle while it is present on Condominium Property.

d. VEHICLE MAINTENANCE AND REPAIRS

No one may perform any vehicle maintenance or repairs anywhere within the Condominium Property.

Any Owner or other occupant of a Unit who parks a vehicle, or permits Guests or other invitees to park their vehicles in violation of this Rule or Subsection 11.3 of the Declaration shall be subject to a \$100 fine for each such violation, or for each day of a continuing violation, as applicable. *Adopted pursuant to Subsections 7.13, 7.14 and 11.3 of the Declaration.*

9. BARBECUE GRILLS

Due to a number of safety and maintenance concerns, the Association's rules with regard to the use of barbecue grills within the Condominium Property is more stringent than, and takes precedence over, the local and state laws. Only electric grills are permitted to be used within the Condominium Property.

No one may use a barbecue grill of any kind, with the exception of electric grills, within a Unit, the first floor terrace or the second floor balcony appurtenant to a Unit, or any other area within the Condominium Property. Except as otherwise stated in Subsection 11.6, no one may store or use natural

or propane gas anywhere within the Condominium Property. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 11.6 of the declaration, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14, 11.2, 11.5, 11.6, 11.8 and 11.9 of the Declaration.*

10. PETS

The ability to keep a domestic pet is a privilege, not a right.

No pets of any kind are permitted in leased Units. No Tenant may keep or harbor a living pet of any kind or description anywhere in the condominium. This prohibition does not apply, however, to any Tenant who occupied their Unit and was keeping a permitted pet or pets at the condominium on or before July 15, 2009, who shall be deemed "grandfathered."

If, in the opinion of the Board of Directors, any pet becomes a source of unreasonable annoyance or a threat to others, or the owner of the pet fails or refuses to comply with the below stated restrictions, the owner, upon written notice, may be required to remove the pet from the Villagio premises. Pets are limited to: one (1) dog, two (2) cats, two (2) caged birds or aquarium fish with no more than two (2) pets per unit (i.e. one (1) dog and one (1) cat. The one (1) dog rule further implies that those dogs appearing on the restricted/prohibited list of uninsurable breeds; or a mix of those undesirable breeds shall be expressly prohibited. Only dogs registered with the Property Management Office as of October 1, 2008 will be grandfathered.

No one may permit their pets to roam freely anywhere within the Common Elements; every dog owner shall keep such owner's dog on a leash or with an appropriate per carrier whenever such dog is permitted outside the confines of the pet owner's Unit. No dog will be tethered and left outside alone. Pet owners shall collect and dispose of all animal waste from their pets in accordance with Subsection 11.11 of the Declaration. While outside with a pet each pet Owner shall be required to have visible a bag or paper to collect animal waste. Pet Owners shall register their pets with the Property Manager and the applicable local authority, and shall obtain all licenses and inoculations for their pets, as required by applicable law. A copy of the license and inoculations will be provided to the Property Manager, to be filed in the Unit Owner folder. Pet owners shall not permit their pets to cause disturbances, including, but not limited to, making noise audible to the occupants of other Units. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 11.7 of the Declaration, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14, 11.7, 11.8, 11.9, and 11.11 of the Declaration.*

11. CLEANING

No one may sweep or otherwise cause the transmission of dirt or any other substance from a Unit or the limited Common Elements appurtenants to such Unit onto any other portion of the Condominium Property. All Unit Owners and Tenants shall keep balconies and terraces clean and free of debris. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13, 7.14, 11.2, 11.9, and 11.11 of the Declaration.*

12. BURNING OF RUBBISH OR YARD REFUSE

No one may burn rubbish or yard refuse anywhere within the Condominium Property. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13, 7.14, 11.8, 11.9 and 11.11 of the Declaration.*

13. SECURITY ALARMS

No one shall permit a home or vehicle security alarm to continue to emit audible alert for an unreasonable period of time; it shall be the responsibility of every Owner or other occupant of a Unit to attend to their alarm when it has been triggered. The Owner or other occupants shall be subject to a \$50 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13, 7.14 and 11.9 of the Declaration.*

14. AMPLIFIED SOUND

Sound levels are normally measured and expressed in decibels (dB) with 0 dB corresponding roughly to the threshold of hearing. To put the numbers into perspective, 60 dB can be represented by the level of conversational speech measured at a distance of 1 meter (~39 inches) and 40 dB as the level in a quite library and 10 dB as the level generated by a rustling leaf.

No one may use or discharge any radio, loudspeaker, horn, whistle, bell, or other sound amplification device anywhere within the Condominium Property that exceeds sixty (60) decibels, as measured from any location within the Condominium Property (excluding the interior of the Unit from which such sound is being emitted); provided however, no one may use or discharge any such device, or cause any other noise, that exceeds forty (40) decibels, similarly measured, during the hours of 11 p.m. to 8 a.m.. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13, 7.14 and 11.9 of the Declaration.*

15. FIREWORKS

No one shall discharge fireworks or other pyrotechnical displays anywhere within the Condominium Property; provided, however, that the Association may, but shall not be obligated to, sponsor a professionally-managed fireworks display for all Members, Tenants and their respective Guests within an



appropriate cleared space of the Common Elements on July 4th of each year. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 11.13 of the Declaration, and shall be strictly responsible for any injury to Persons or damage to property resulting from any discharge of fireworks or other pyrotechnical displays. *Adopted pursuant to Subsection 7.13, 7.14, 11.8, 11.9 and 11.12 of the Declaration.*

16. LAUNDRY DRYING, ETC.

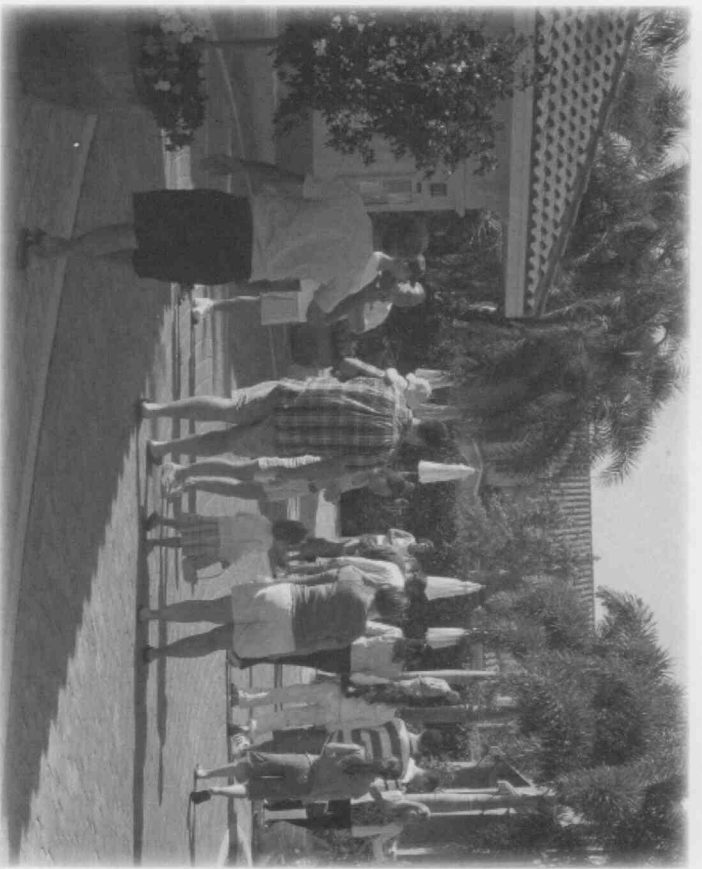
No one may hang or dry clothing, laundry, textiles or similar materials anywhere within the Condominium Property that is visible from the Common Elements or to the occupants of another Unit. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule or Subsection 11.2 of the Declaration. *Adopted pursuant to Subsection 7.13, 7.14, 11.2, 11.5 and 11.9 of the Declaration.*

17. THROWING OR DROPPING OBJECTS

No one may throw or drop any object or substance from any window, balcony, staircase or other elevated location anywhere within the Condominium Property. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13, 7.14, 11.2, 11.8 and 11.9 of the Declaration.*

18. DISPOSAL OF HAZARDOUS OR TOXIC SUBSTANCES

No one may release or dispose of gasoline, motor oil, petroleum distillate,



containers. The Owner or other occupants of Unit shall place such sanitary bags or other containers in the refuse collection facilities located within the Common Elements, and shall not keep such bags or containers within a Unit or the Common Elements generally.

Disposal of large items and furnishings at the refuse collection facilities located within the Common Elements are to be coordinated with the Property Manager.

The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14 and 11.11 of the Declaration.*

20. DISCHARGE OF FIREARMS

No one may discharge a firearm anywhere within the Condominium Property. For purposes of this Rule, the term "firearm" shall include all rifles, shotguns, handguns, starter guns, compressed air guns, bows, crossbows, and any similar weapons. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 11.12 of the Declaration, and shall be strictly responsible for any injury to Persons or damage to property resulting from any discharge of a firearm. The Association strongly encourages the Owners and other occupants of the Units to take appropriate measures to secure their firearms from theft and unauthorized use. *Adopted pursuant to Subsections 7.13, 7.14, 11.8, 11.9 and 11.12 of the Declaration.*

21. HUNTING, TRAPPING, ETC.

No one may hunt, capture, trap, kill or otherwise disturb any wildlife anywhere within the Condominium Property without the prior consent of the Board of Directors as being necessary to preserve the health, safety and welfare of Persons living within the Condominium or using its Common Elements. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. This Rule shall not be interpreted as prohibiting the Owner or other occupants of a Unit from employing a professional exterminator to control insects, rats, mice and similar vermin and pests within such Unit, or the Association from controlling such pests in the Condominium Property generally. *Adopted pursuant to Subsections 7.13, 7.14, 11.2, 11.8, 11.13 and 11.14 of the Declaration.*

22. DISTURBANCE OF NATURAL VEGETATION

No one may disturb any natural vegetation or landscaping within the conservation easement areas within the Common Elements without the prior written consent of the Board of Directors. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, and shall be responsible for the cost of restoring such vegetation or landscaping to its

paint, paint thinner, solvent, or any other potentially hazardous or toxic substance anywhere within the Condominium Property. As used in this Rule and Subsection 11.10 of the Declaration, the term "hazardous or toxic substance" shall include the substances identified in the Resource and Conservation Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9637, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 6901 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 741 *et seq.*; The Clean Water Act, 33 U.S.C. § 7401 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j; and the regulations adopted promulgated pursuant to such laws. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or each day of a continuing violation after notice, and shall be strictly responsible for any injury to Persons or damage to property resulting from the release of such substances. *Adopted pursuant to Subsections 7.13, 7.14, 11.8 and 11.10 of the Declaration.*

19. DISPOSAL OF GARBAGE & YARD REFUSE

No one may accumulate garbage, waste, or yard debris anywhere within the Condominium Property, except in closed sanitary bags or other approved

previous state. *Adopted pursuant to Subsections 7.13, 7.14, 11.2, 11.8, 11.13 and 11.14 of the Declaration.*

23. DRAINAGE

No one may obstruct or re-channel any drainage flow after location and installation of drainage swales, storm sewers, or storm drains, except with the prior written consent of the Board of Directors. The Owner or other occupants of a Unit shall be subject to \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14, 11.2 and 11.14 of the Declaration.*

24. RECREATIONAL USE OF WATER BODIES

No one may enter or use any water body within or adjacent to the Condominium Property for swimming, bathing, boating, or any other active use, except fishing from the shore with appropriate licenses. The Association shall not be responsible for any injury to a Person or damage to property arising out of the use of any body of water within or adjacent to the Condominium Property. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13, 7.14 and 11.14 of the Declaration.*

25. BUSINESS & TRADE USES

The Owner or other occupants of a residential Unit may only use such Unit for residential and closely related accessory uses; provided, however, that the Owner or other occupant of a residential Unit may maintain and use a "home office" within such Unit strictly conditioned upon the facts that such business or trade activity: (a) is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) conforms to all zoning and other land use requirements of the State, the County or any other governmental body having jurisdiction over the Condominium; (c) does not involve door-to-door solicitation of the Owners or occupants of any Unit; (d) does not, in the reasonable judgment of the Board of Directors, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within the Condominium Property which is noticeably greater than that which is typical of Units in which no home office is maintained; and (e) is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the Board's sole discretion. As used in this Rule and Subsection 11.16 of the Declaration, the terms "business" and "trade" shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an on-going basis which involves providing goods or services for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity: (a) is engaged in full-time or part-time; (b) is intended to be for-profit or not-for-profit; or (c) requires



a license. The Owner or other occupants of a residential Unit shall be subject to a \$100 fine for each violation of this Rule or Subsections 11.15 and 11.16 of the Declaration, or for each day of a continuing violation after notice.

Adopted pursuant to Subsections 7.13, 7.14, 11.1, 11.8, 11.9, 11.15, 11.16 and 11.18 of the Declaration.

26. DOOR-TO-DOOR SOLICITATIONS

No one may conduct commercial door-to-door solicitations anywhere within the Condominium Property. The Board of Directors may permit reputable charitable organizations to conduct door-to-door solicitations within the Condominium Property, but any such organization shall provide prior notice of its proposed solicitation activities to the Association and shall have obtained the prior written approval of the Board. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule.

Adopted pursuant to Subsections 7.13, 7.14, 11.8, 11.9, 11.16 and 11.17 of the Declaration.

27. LEASING OF UNITS

Every Lease of a Unit shall be in writing, shall transfer possession of the entire Unit and not a portion or portions thereof, shall include a term of no fewer than ninety (90) days, and shall require the Tenant and other occupants of the Unit to comply with the requirements of this Declaration and the other Condominium Documents. Leasing of a Unit shall not be allowed more than three (3) times during a calendar year. The Owner of a residential Unit shall



provide notice of any Lease thereof, together with such additional information as the Board of Directors may reasonably require, to the Board at least fifteen (15) days before the proposed commencement of the term of such Lease, and shall provide the proposed Tenant with current copies of these Rules & Regulations and the other Condominium Documents. The Owner of a Unit, by leasing such Unit, shall be deemed to have assigned all of the Owner's rights to use and enjoy the Common Elements to the Tenant during the term of the Lease. For purposes of this Rule and Section XIII of the Declaration, the

terms "lease" and "leasing" refer to the regular, exclusive occupancy of a Unit by a single family living together within a unit, no more than two of whom are unrelated to the others by blood, adoption or marriage, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, rent, fees, or in-kind goods or services. The Owner of a Unit shall be subject to a \$100 fine for each violation of this Rule or Section XIII of the Declaration, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14 and 11.18, and Section XIII of the Declaration.*

28. REALTOR ACCESS; MOVE-INS & MOVE-OUTS

Unit Owners are responsible and accountable for ensuring that Realtors are made aware of the following rules regarding Realtor access to Villagio property for purposes of real estate services and shall not provide a Realtor with a property access card or vehicle pass. Any cards in the possession of a Realtor are to be returned to the Property Manager. Entry to the property by a Realtor, for purposes of real estate services, is to be scheduled and coordinated through the Property Manager. Any Realtor who enters the property without coordinating and scheduling the visit with the Property Manager is trespassing and may be prosecuted to the fullest extent of the law.

All move ins and move outs are to be coordinated through the Office of the Property Manager. Access to the property by moving vans, trailers, delivery trucks or other means used to deliver or remove household furnishings, appliances and goods, outside of normal business hours, will require a permit issued by the Office of the Property Manager. As a general practice access is limited to normal business hours unless prior arrangements have been made and approved. For this purpose, normal business hours are defined as being between 9 a.m. and 6 p.m.

Disposal of large items and furnishings at the sites dumpsters are to be coordinated with the Property Manager.

The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 4.3(c)(ii), 7.13, 7.14, 11.3 and 11.11 of the Declaration.*

29. MAINTENANCE OF TEMPERATURE & HUMIDITY RANGE

In order to minimize the condensation of moisture within the Units and the Common Elements, every Unit Owner or Tenant shall maintain the air-conditioned or heated temperature within such Owner's Unit at not lower than seventy degrees (70) Fahrenheit and no higher than ninety degrees (90) Fahrenheit. No Unit Owner or Tenant shall permit the electric power

to a Unit to be turned off, nor shall any Unit Owner or Tenant permit the air-conditioning system for a Unit to be turned off or otherwise disabled, regardless of whether the Unit of such Owner or Tenant is occupied or not. The Owner of a Unit shall be subject to a \$100 fine for each violation of this Rule or Section XIII of the Declaration, or for each day of a continuing violation after notice.

Adopted pursuant to Subsections 7.13, 7.14 and 11.19 of the Declaration.

30. HURRICANE PREPARATIONS

Each Unit Owner or Tenant who is absent from the Condominium Property during the annual hurricane season (April through November), or any part thereof, shall designate a responsible Person or Entity to prepare and care for such Owner or Tenant's Unit in the event of a hurricane and shall provide the name of such Person or Entity to the Association. The Owner or Tenant of a Unit shall be subject to a \$100 fine for each violation of this Rule.

Adopted pursuant to Subsections 7.13, 7.14 and 10.1 of the Declaration.

31. ASSOCIATION ACCESS TO UNITS

In order to facilitate access to the Units by the Association for the performance of maintenance and repairs to the Common Elements, every Unit Owner shall deliver keys to their Unit to the Association to use in the performance of its obligations. No one shall change or re-key the locks to a Unit without first notifying the Association and delivering to the Association a new set of keys to such Unit. Except in the event of a bona fide emergency, the Association shall provide the Owner of a Unit with advance notice of its need to enter the Unit. Before entering a Unit, an employee, contractor or other Agent of the Association shall ring the door bell or knock on the door to determine if anyone is present within the Unit; after entering a Unit, an employee, contractor or other Agent of the Association shall immediately call out loudly and declare himself or herself to be an authorized agent of the Association to avoid surprising the Owner or other occupants of the Unit who may not have heard the door bell or knocking. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 10.9 of the Declaration, or for each day of a continuing violation after notice.

Adopted pursuant to Subsections 7.13, 7.14, 10.6 and 10.9 of the Declaration.

32. ASSOCIATION EMPLOYEES, ETC.

No one may request employees or other authorized agents of the Association to perform personal services or errands. The Board of Directors and the Officers shall be solely responsible for directing the activities and assigning the duties of such employees and other agents. The Owner or other occupant of the Unit shall be subject to a \$50 fine for each violation of this Rule.

Adopted pursuant to Subsections 7.13 and 7.14 of the Declaration.

33. Limitations on Written Inquiries by Members

The Board of Directors shall not be required to respond to more than one written inquiry, including those sent by certified mail, by the Owner or Owners of any single Unit in any thirty (30) day period.

Adopted pursuant to Subsections 7.13 of the Declaration, Section 1.15 of the Bylaws and Section 718.112(a) 2, FLA STAT.

34. LIMITATIONS ON SPEAKING BY MEMBERS AT MEETINGS

Any Member who desires to speak on designated agenda items at meetings of the Members of the Board of Directors shall be limited to speaking for a minimum of three (3) minutes on any single agenda item; provided, however, that the meeting chairman or presiding Officer, in the chairman or presiding Officer's absolute discretion, may waive such limitation with regard to particular meetings or agenda items.

Adopted pursuant to Subsections 7.13 of the Declaration, and Sections 1.11 and 2.15 of the Bylaws.

35. LIMITATIONS ON RECORDING OF MEETINGS BY MEMBERS

Any Member may tape-record or video-tape meetings of the Board of Directors, the committees, or the Members, subject to the following restrictions:

- (a) The Members may only use audio and video recording equipment and devices that do not produce distracting sound or light emissions;
- (b) The Members exercising their right to record such meetings shall assemble their audio and video recording equipment and place such equipment in position before the meeting is called to order;
- (c) The Members engaged in the recording of a meeting shall not be permitted to move about the meeting room in order to facilitate such recording; and
- (d) The Members who desire to record any meeting shall provide the President or the Secretary with at least twenty-four (24) hour's advance notice that they desire to use any audio or video equipment at such meeting.

Adopted pursuant to Subsections 7.13 of the Declaration, Sections 1.11 and 2.15 of the Bylaws, Sections 718.112(2)(c) and (d) 7, FLA STAT. (2006), and Rule 61B-23.002(8), FLA ADMIN. CODE (2006).

36. INSURANCE REQUIRED BY ALL UNIT OWNERS

Each Unit Owner shall obtain and maintain property insurance coverage for each Owner's Unit. The Board of Directors shall take reasonable and appropriate measures to adequately ensure insurance is maintained at all times. The Owner of a Unit shall be subject to a \$100 fine for each violation of this Rule or subsection 15.1 of the Declaration, or for each day of a continuing violation after notice.

Adopted pursuant to Subsection 15.1 of the Declaration.

Ambulance	911
Cable Television & Internet	
Comcast	239/598-1104
<i>www.comcast.com</i>	
Electricity	
Florida Power & Light.....	239/334-7754
<i>www.fpl.com</i>	
Emergency - After Hours	239/390-0332
Estero Post Office	239/948-2402
Fire Emergency	911
Lee County Library	239/390-3200
Police Emergency	911
Property Management Office	239/949-9650
	Fax: 239/949-9670
E-mail: villagio9650@villagio-estero.com	
Telephone and Internet	
CenturyLink	800/339-1811
<i>www.centurylink.com</i>	
Villagio Front Gate	239/390-0332

The Cafe Verona is open seven days a week from 7:30 a.m. to 1:30 p.m. Freshly brewed coffee, muffins, bagels, pastries, juice and other items are available in a pleasant surrounding. Lunch is served from 11 a.m. to 1:30 p.m. daily. Catch up on the latest news on the television or enjoy the local newspaper before heading to work or the beach.

The Bar Amici is open Tuesday through Sunday evenings from 6 p.m. until 9:30 p.m. Royal Scoop ice cream, hot dogs and popcorn are available every evening. On Tuesday evenings enjoy Boston Bob's special offerings in the Club Room. A different item is offered each week.

Tuesday through Sunday evenings at 7 p.m. movies are shown in the Cinema Delfino. Movies featured are the latest releases. Friday evenings are set aside for Family Movie Night with family appropriate titles being shown.