

WINDEMERE CONDOMINIUM, INC.

C/O Renaissance Management Group, Inc.

1773 N State Road 7 Lauderhill FL 33313

954-693-9989

RULES AND REGULATIONS

A. TRASH

1. Trash receptacles are the responsibility of the resident to take out and replace in the back of the buildings on trash day.
2. Trash receptacles, recycling bins and large or bulk trash items are not to be set out for collection before 6:00 p.m. on the day before the pick-up is scheduled.
3. All trash receptacles and recycling bins must be brought in and properly stored before 8:00 p.m. on the day of collection.
4. A notice with the Bulk Pick Up Days is posted in the bulletin board in front of the property. Please put your bulk out no earlier than 6p.m. the day before.

B. OCCUPANCY RULES/RESTRICTIONS

1. The units shall be used for single family residences only. ONLY those who submitted and application and were approved by the Board of Directors are allowed to reside in the unit.
2. Pursuant to Broward County Code of Ordinances, a three-bedroom unit may be occupied by no more than two permanent residents per bedroom.
3. Unit owner shall be responsible for all actions and/or conduct of their family members, tenants, guests, licensees, and invitees.
4. Visitors may not stay overnight for more than thirty (30) days in any year.
5. No business may be conducted from a unit.
6. No unit shall be used other than for residential purposes.
7. Any damages to recreational facilities of the Association will be the responsibility of the unit owner and/or their family members, tenants, guests, licensees, and invitees, who must reimburse the Association for all costs incurred for the repair or replacement. This shall include any damages caused by the defacing of walls or surfaces with paint, crayon, marker pens, etc., the cost and expense of repainting or removing any damage caused.
8. All unit owners, their family, guests and tenants shall comply with the Rules and Regulations set forth herein, and the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association, as amended from time to time. Failure of a unit owner, their family, guests and tenants to comply shall be grounds for actions which may include, but are not limited to, an action to recover damages, injunctive relief, or any combination thereof.
9. No noxious or offensive activity or noise shall be done or caused by a unit owner, his or her family, visitors, tenants or guests, nor shall anything be done which may become an annoyance, nuisance or which interferes with the rights, comforts or convenience of any other member, resident or guest within the Association, or any matter which affects the health, safety or welfare of the owners or occupants of the Association.

C. GENERAL RULES

1. The common areas shall only be used for that which they were intended and for the enjoyment of the unit owners/tenants/occupants.
2. The entrance ways and exteriors of each unit are not to be used for the storage of bicycles, motorcycles, oil, paint cans, trash cans or any unsightly items.
3. The exterior of individual units, surrounding porches, and patios of individual premises are to be kept clean, neat and free from clutter, litter and trash.

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4. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of any unit without prior written consent of the Board of Directors.
5. No blinds, shades, shutters or screens shall be attached to or hung on the exterior of any window or door of a unit without prior written consent of the Association. In an emergency (i.e. storm, fire, theft, vandalism, etc.) temporary exterior protection shall be allowed, subject to removal in a reasonable period of time.
6. No lines, curtains, towels, rags, mops, linens, clothing, laundry, or other items shall be hung on the exterior of any unit within the Association.
7. The use of fireworks, pyrotechnics or other similar items and the storage of hazardous, flammable, combustible or explosive materials, fluids, chemicals or substances anywhere within the Association is strictly prohibited.
8. It is highly recommended that any unit owner who may be absent from their unit for any extended period of time shut off the water to their unit to avoid any water damage that could occur to the unit or neighboring units.

D. MOTOR VEHICLES/PARKING:

1. All motor vehicles shall be parked only in designated areas provided for that purpose. No parking on roadways, grass or other non-parking areas shall be permitted at any time.
2. All unit owners or residents are obligated to register their vehicles with the Association and obtain gate access.
3. Visitors must have a vehicle guest-pass or their vehicle(s) will be subject to towing.
4. No parking spaces shall be used for storage of vehicles or inoperative vehicles (i.e. broken-down; on blocks; or no valid tag or registration).
5. No vehicle repairs (oil and tire changes, miscellaneous repairs, etc.) shall be done within the Association except for an emergency.
6. No horn blowing is allowed except to avoid an accident. Loud vehicle radios or sound systems will not be allowed or tolerated.
7. No motor scooters, boats, trailers or motor homes shall be parked over-night within the Association. Under no circumstances will commercial vehicles be allowed to park within the Association. Additionally, no vehicles exceeding eighteen (18) feet in length shall be permitted within the Association.
8. Warnings will be issued for any vehicle parked within the community that does not have (i) a valid parking decal; (ii) an approved guest (iii) is otherwise parked within the Association in violation of the rules and regulations regarding motor vehicles; or (iv) is operated within the Association in excess of fifteen (15) miles per hour.
9. Warnings will provide you twenty-four (24) hours-notice to either (i) obtain a decal; (ii) remove your unauthorized vehicle from the community; or (iii) refrain from exceeding the 15-mph speed limit.
10. Failure to do so may result in the towing of any unauthorized vehicles and/or the imposition of a fine. If the Association is forced to have vehicles towed, the owner of the vehicle will be responsible for the payment of all fees, costs and fines incurred.

E. OCCUPANCY PROCESS (SALE, LEASE, NEW OCCUPANT)

1. If a unit owner wants to sell or lease their unit, the prospective tenant or prospective owner must complete and submit an occupancy application along with such other documentation and information as required by the Association for approval.
2. The application must include a Cashier's Check or Money Order of \$100.00 for each applicant over the age of eighteen (If the applicants are husband and wife, only one application fee of \$100.00 is required).
3. Any change in the ownership of a unit, or the lease and occupancy of a unit by a prospective tenant, must be

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approved in writing by the Board of Directors of Windermere Condominium Association prior to any such change or tenancy.

4. The title to the unit may not be transferred, and the unit may not be occupied by the prospective buyer or tenant until written approval is obtained.
5. Upon approval, the unit may only be occupied by those persons who applied, were screened and approved by the Association.
6. All prospective residents must be furnished with a copy of these Rules & Regulations, acknowledge receipt of, and agree to abide by the same on the Application submitted.
7. All applicants who wish to reside within the Windermere Condominium must comply with the following standards in order to be approved for occupancy:
 - a. No Applicant convicted of a violent felony (one consisting of conduct that presents a serious risk of potential injury to another or one that involved the use of a dangerous weapon or firearm) within the past 7 (seven) years shall be approved.
 - b. Further, no Applicant convicted of a misdemeanor involving theft, property damage, fraud or drugs within the past 7 (seven) years shall be approved.
 - c. Notwithstanding anything to the contrary herein, no sex offenders shall be approved;
 - d. No Applicant with a negative residential history shall be approved. Evidence of negative residential history shall be in the form of court cases leading to eviction, court cases indicating a tendency to break association rules or interviews with prior landlords or other parties with supervisory abilities such as a homeowners or condominium association.

F. LEASE

1. The applicant must provide a complete occupancy application for lease.
2. The application must include an executed copy of the proposed lease.
3. The Association must either approve or disapprove the proposed lease within thirty (30) days after receipt of a complete application for lease and such other information concerning the intended lessee(s) as the Association may reasonably require.
4. If approved, both the unit owner and the proposed lessee(s) shall be advised, and the approval shall be set forth in a Certificate of Approval executed by the President of Windermere Condominium. If disapproved, the unit owner and the proposed buyer(s) shall be notified, and the proposed lease shall not be made.
5. No lease of any unit shall release or discharge any owner thereof of compliance with the governing documents and all the Rules & Regulations of the Association, as well as any and all other obligations and/or duties as an Owner of a unit in the Windermere Condominium.
6. Any lease which is not approved or authorized by the Association shall be void, unless subsequently approved in writing by the Association.
7. The unit owner is responsible for providing the Association with lease renewals.

G. SALE

1. The applicant must provide a complete occupancy application for sale.
2. The application must include an executed copy of the proposed sale contract.
3. The Association must either approve or disapprove the proposed transaction within thirty (30) days after receipt of a complete application for sale and such other information concerning the intended lessee(s) as the Association may reasonably require.
4. If approved, both the current unit owner and the proposed buyer(s) shall be advised, and the approval shall be set forth in a Certificate of Approval executed by the President of Windermere Condominium. If

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disapproved, the unit owner and the proposed buyer(s) shall be notified, and the proposed sale shall not be made.

5. Any sale which is not approved or authorized by the Association shall be void unless subsequently approved in writing by the Association.

H. REPAIRS/EXTERIOR MODIFICATION RULES

1. No repairs, modifications or alterations may be made by any unit owner to any portion of the property within the Association which the Association is obligated to maintain and repair.
2. No alterations, improvements, repairs or other modifications may be made to the exterior of any unit without obtaining prior written approval from the Association.
3. The unit owner is obligated to fill out an "Architecture Modification Form that includes a diagram and plans that detail, specify, and explain the changes/modifications requested. The Form must be approved and signed off by the Board of Directors for approval. Any unit owner who fails to follow the above procedure may be subject to a fine or fines as set forth below.
4. The unit owner is responsible for and shall comply with all requirements of the City of Lauderhill, Broward County and/or the State of Florida for any alterations or modifications sought for the interior of the units.
5. Any and all repairs, services, work performed, replacements and/or modifications to or concerning electrical, plumbing, air-conditioning, hot water system, water filtration system, tile installation and insulation within a unit must be done by a contractor licensed and insured for the services to be performed.
6. No plantings shall be allowed without obtaining prior written approval from the Association. No one, unless authorized by the Association, shall be permitted to plant anything on Association property. Anything outside your unit must be removed and placed on your patio or balcony.
7. No signs of any type, advertisement, notice or other lettering shall be exhibited, inscribed, painted or otherwise affixed on any part of the exterior of a unit, including windows, doors or roofs, without obtaining prior written approval from the Association.
8. No awnings or shutters shall be attached to the outside walls of any unit.

I. HURRICANE PREPARATION:

1. Each unit owner must monitor or have someone to monitor their unit and take responsibility for the closing and putting up of hurricane shutters during a hurricane warning.
2. Hurricane shutters, in compliance with any hurricane shutter specifications adopted by the Association, may be installed up to forty-eight (48) hours prior to the expected arrival of a tropical storm or hurricane. All hurricane shutters must be removed on or before seventy-two hours after the termination of any hurricane watch or warning.

J. PETS

1. Common house pets such as small birds, fish, dogs and cats shall be permitted within the Association.
2. There is a weight limit of 25lbs at full growth.
3. No pets shall be kept and bred within the Association for commercial purposes/reasons.
4. All pets must be leashed at all times when they are outside of a unit.
5. unit Owners and residents of the Association shall not allow their pets to urinate or defecate where people walk or play and are obligated to clean up after their pets.
6. No pet shall be tied up, left unattended outside the unit, allowed to bark excessively or to cause a nuisance or disturbance of the rights of other residents.

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7. Unit owners and those who maintain pets within the Association assume all liability for their pets.
8. City and County Ordinance: Harboring of stray animals is specifically prohibited.
9. Failure to comply with the rules and regulations concerning pets will subject the offending party to a potential fine.

K. FINES

10. In addition to all other remedies, the Association may suspend a unit owner's voting rights and impose a fine or fines upon a unit owner for failure of a unit owner, their family members, tenants, guests, licensees and invitees to comply with any covenants, restrictions, rule or regulation contained within the governing documents of the Association. A fine may not become a lien against a unit. 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 a committee as provided below. The fine may not exceed \$100.00 per violation, or \$1,000.00 in the aggregate.
11. The imposition of a fine or fines is subject to adherence to the following procedures:
 - a. Notice: The Association shall notify the unit owner and/or occupant, tenant, licensee, guest or invitee of the infraction or infractions. Included in the Notice shall be a date and time of a hearing before a committee of at least three members appointed by the Board of Directors. The fining committee shall not include any officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. At least fourteen (14) days' Notice of the hearing must be provided;
 - b. Hearing: The infraction or infractions shall be presented to and considered by the fining committee. The unit owner and/or occupant, tenant, licensee, guest or invitee shall be entitled to attend and participate in the hearing. The role of the fining committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors;
 - c. Determination: If the fining committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed.

If the proposed fine or suspension is approved by majority vote of the fining committee, the fine payment is due five (5) days after the date of the fining committee meeting at which a fine is approved. The Association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner, and if applicable, to any occupant, tenant, guest or invitee of the unit owner.

Signature: _____ Date: _____