

Southwind Village at The Vines Condominium Association, Inc.

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RULES AND REGULATIONS

Effective December 9th, 2002 and amended in accordance with the Board Resolution dated March 21st, 2006, the Rules and Regulations herein after enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall apply to and be binding upon all unit owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of the Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration of the Condominium, the Articles of Incorporation and the By-Laws of the Association. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court 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. Any waiver, consent or approval given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

1. Rules and Regulations:
 - (a) Violations shall be reported in writing to the Board of Directors or to the Officers of the Association or to any designees thereof.
 - (b) Violations shall be called to the attention of the violating owner verbally or in writing by the management company at the direction of the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.
 - (c) Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.
 - (d) Unit Owners are responsible for compliance by their guests or lessees with these Rules and Regulations

2. FACILITIES: The facilities of the Condominium are for the exclusive use of Unit Owners, their approved lessees and guests accompanied by a Unit Owner. Upon notification by the Board, any damage to the buildings, recreational facilities or other common areas or equipment, caused by any Unit Owner or his guest, shall be repaired or replaced in a first class workman-like manner, at the expense of the Unit Owner in a timely manner (not to exceed 30 days from notification).

3. USE:
 - (a) No immoral, improper, offensive or unlawful use shall be made of any Unit, the Condominium Property or the Common Elements or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities being jurisdiction thereof shall be observed.
 - (b) Each Unit Owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium

- Property, or which will obstruct or interfere with the rights of the other Unit Owners or annoy them by unreasonable noises, smells or otherwise, nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.
- (c) No person shall use the Common Elements or any part thereof, nor a unit, or the Condominium Property or any part thereof, in any manner contrary to or not sanctioned by these Rules and Regulations, or amendments thereto as may be, from time to time, adopted by the Board.
 - (d) In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium without the prior written consent of the Association. The Board shall possess additional authority to promulgate Rules and Regulations governing the manner, method and to what degree additional uses other than noted in these documents may be permitted, and further, shall have the power to revoke the granting of such additional permitted uses, when in the Board's sole discretion, the use in question has become excessive and/or violated the residential character of the Condominium.
 - (e) The use of all facilities upon the Common Elements shall at all times be governed by the Rules and Regulations stated herein or as adopted and amended from time to time by the Board, or such Rules and Regulations as may be posted, from time to time, in and about such facilities by the Board.
 - (f) Common Elements and Limited Common Elements shall only be used for the purpose intended.
4. NOISE: Unless expressly permitted in writing by the Board, no flooring covering shall be installed in the Unit, other than carpeting, ceramic tile, marble, or other floor covering installed by the Developer. On the second floor, if any ceramic tile, marble or other similar type floor covering is installed, such tile, marble or other similar type floor covering must be approved by the Board of Directors. Approved sub-flooring must be installed prior to installation of floor.
5. OBSTRUCTIONS: Sidewalks, entrance, driveways, passages, patios, courts, stairways, and all common elements shall 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 vehicle or any part of the Condominium, except such as shall have been approved in writing by the Board, nor shall anything be projected out of any window in the Condominium without similar approval. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the Condominium or the roof thereon.
6. CHILDREN: Children shall not play on the grounds, except in areas designated by the Board of Directors, or interfere with the operation of the common elements. Reasonable adult supervision must be exercised when children are playing on the grounds.
7. APPARATUS AND ALTERATIONS:
- (a) No clothesline, drying rack or similar devise shall be allowed on any portion of the Condominium Property.
 - (b) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, fences, lanais, patio slabs, porches or windows of a Unit (except on United States flag indefinitely, or Holiday decorations for a period of 25 days before or 10 days after the Holiday). All screening, windows, exterior glass door coverings and drape linings shall be in the colors specified by the Board.
 - (c) No Unit Owner shall cause improvements or changes to the Common Elements or Limited Common Elements, or the exterior of the

Condominium, including, but not limited to, walls, screening, fencing, plantings, and the fence gates enclosing any patio, lanai, terrace, slab, porch, or painting or other extensive decoration of any aesthetic nature. Installing electrical wiring, television antennae or air conditioning units which may protrude through walls or roof of the Condominium Property or in any manner change the appearance of any portions of the Buildings without the prior written consent of the Board. The installation of any plantings (annuals or otherwise) must be approved by the Board of Directors prior to the planting.

- (d) Television, radios, musical instruments and any other instruments of sound reproduction or amplification must be used only at such times as will not disrupt the normally quiet enjoyment of the premises by the Unit Owners.
- (e) No garbage cans, supplies or other articles shall be placed in the pathway, halls, stairways, walkways, or parking areas except on regularly scheduled trash removal days. All garbage and recycling shall be properly bagged for disposal.
- (f) Only standard "Vines" for sale signs may be used, one in front and one in the rear of the Unit. No Unit Owner shall affix any other "for sale" or "for rent" signs or any other kind of notice to the exterior of his Unit, nor in any way allow any signs to be visible to the general public from within his Unit.
- (g) Any flowers planted by the Unit Owner that are not expected to live through the summer must be removed by the owner, or alternate arrangements must be made by the Unit Owner to have them removed. Plantings by individual unit owners shall not interfere with the existing landscape or interfere with the performance of maintenance work on the landscape.
- (h) Television and Other Outdoor Antennae. No television, radio, satellite, or other antennae or satellite system may be installed on the Common Elements by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on condominium property subject to compliance with the following requirements:
 - Permitted antennas include (collectively hereinafter referred to as "antennas"):
 - Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
 - Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

Location of Antennas. Antennas are only permitted to be installed in exclusive use areas, such as limited common element balconies or lanais. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. Antennae may not extend beyond the plane of the imaginary line running from the edge of the lanai ceiling to the lanai floor, bounded on the sides by the vertical lanai walls.

Holes (whether through drilling, nails or screws, or otherwise) are not permitted in structural portions of the building (including but not limited to concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written approval of the Board of Directors. It is the intent of this requirement to ensure that the structural integrity of the building (including, but not limited to, its water-proofness) is not compromised by the installation of antenna.

Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted, so long as the paint will not interfere with an acceptable quality signal.

Safety Requirements. To safeguard the safety of the Unit Owners, occupants of the residence in which the antenna is located, neighboring unit owners, and other owners and members in the condominium, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its waterproof integrity. Unit Owners shall indemnify the Association for any loss or damage (including attorney's fees) occasioned by non-compliance with these obligations. A Unit Owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to the condominium property or to persons or other property.

An owner who wishes to install a satellite dish on Common Elements must obtain prior Board approval, and ratification by not less than 66-2/3 percent of the total votes of the members of the Association present at a meeting called for the purpose of ratifying the approval for the installation. The Vines Community Association, Inc., is to be given notice and a reasonable opportunity to respond prior to the approval by the Board and the members of the Association.

8. **DESTRUCTIONS OF PROPERTY:** Neither Unit Owners, their lessees, nor guest shall mark, mar, damage, destroy, deface or engrave any part of the building. Unit Owners shall be financially responsible for the repair and or replacement of any and all damage in a timely manner (not to exceed 30 days).
9. **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 in any manner without the prior consent of the Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. No awnings, window guards, light reflective material, ventilators, fans or air conditioning devices shall be used in or about the Condominium except as shall have been approved by the Board, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board. No garden type hoses shall be stored or affixed outside the Condominium. No Lawn furniture, grills, or other items shall be left outside the Condominium area except when in use. All shutters must conform in appearance and approved by the Board. Installation of drapes or curtains visible from the exterior of the Unit shall have white or off-white, blackout type liners used, which liners must be approved by the Board.
10. **CLEANLINESS:** All garbage and refuse from the Condominium shall be deposited with care in garbage containers, intended for such purpose at such times and in such manner as the association shall direct. All disposers shall be used in accordance with the instructions given the Unit Owner by the Board and/or applicable utility. All refuse, waste, etc., shall be securely wrapped in plastic garbage bags. All recyclable material

such as tin cans, bottles, plastic containers, etc., shall be placed by the curb in the blue containers provided by the county for that purpose. All newspapers, magazines, and clean cardboard should be placed in brown paper garbage bags all left next to the blue container. All garbage and refuse shall NOT be placed outside for collection before the morning of collection. Prior arrangements should be made for collection of garbage and refuse if the unit owner or lessees will not be present.

11. STORAGE AND GARBAGE AREAS: Unit Owners are responsible to ensure that nothing is placed in the storage areas and garage parking areas, which would create a fire hazard or be subject to infestation or spoilage. Garage doors shall be closed at all times except when in use to permit pedestrian or vehicle ingress or egress.
12. EMERGENCY ENTRY: In case of any emergency originating or threatening any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the management firm, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency.
13. PEDESTRIAN VEHICLES: Bicycles, scooters and other pedestrian vehicles must be placed or stored in garages or other designated areas, and not left outside unattended for extended periods of time.
14. ATTIRE: Unit owners, their lessees, their families and guests shall not appear or use the Common Areas except in appropriate attire.
15. PLUMBING: Water closets and other plumbing shall not be used for any other purposes 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 of same shall be borne by the Unit Owner causing the damage.
16. ROOF: Unit Owners, their lessees, their families and guests are not permitted on the roof for any purpose whatsoever.
17. SOLICITATION: There shall be no solicitation by any person anywhere in the buildings for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.
18. HURRICANE PREPARATIONS: Each Unit Owner or lessee who plans to be absent from his Unit during hurricane season must prepare his Unit prior to departure by:
 - (a) Removing all items from the patio or lanai, unless protected by storm shutters.
 - (b) Designating a responsible firm or individual to care for their Unit during their absence. In the event that the Unit should suffer storm damage, the responsible firm or individual shall furnish the management firm or their designee with the name of such firm or other designee for permission to install or to remove hurricane shutters.
19. PETS: No pet or animal shall be kept on the Condominium property within any Unit or Limited Common Element unless the Board of Directors has previously approved such pet or animal. In the event that the Board of Directors of the Association determines that any pet or animal is a nuisance to any other Unit Owner, such pet or animal shall be removed upon written notice to the Unit Owner by the Board of Directors. A determination by the Board of Directors that a pet or animal creates a nuisance to other Unit Owners shall be conclusive and binding upon all Unit Owners. All pets on the property as of October 1, 2002, shall be deemed to have been approved by the Board. After this date, no Unit shall house more than one dog or one cat, or a combination thereof, and no animal so housed may weigh more than thirty pounds when fully grown.

Each Unit may house small domestic birds or tropical fish. No other type of pet/animal shall be permitted in any Unit or on the common elements. Pets must be kept on a leash when in the common areas, and each owner shall be responsible for cleaning up after his animal. Each Unit Owner owning a pet shall assume full responsibility for personal injuries or property damage caused by the pet, and each Unit Owner hereby agrees to indemnify the Association and all other Unit Owners and hold them harmless against any loss, claim or liability of any kind whatsoever arising from, or growing out of any harm, injury, or damage caused by such Unit Owner's pet.

20. ASSOCIATION:

- (a) No Unit Owner or occupant shall direct, supervise or in any manner attempt to assert any control over any employees or contractors of the Association, nor shall the Unit Owner attempt to send any such employees or contractors of the Association on private business of such Unit Owner or Resident, such employees and contractors are to be directed only by officers of the Association or the management personnel engaged by the Association.
- (b) The use of all Common Elements shall be governed by these Rules and Regulations, as they may be amended from time to time by the Association, and shall be governed by such other Rules and Regulations as may be posted from time to time in or about such Common Elements by the Board.

21. PARKING: Guests shall park their motor vehicles only in designated guest parking spaces available for such usage. Unit Owners and lessees must park in their garage driveways or in the guest parking areas. There is no parking on the grassy areas at any time. There is no parking in the streets except for short periods of time (e.g. repair vehicles, loading or unloading) or during social gatherings. Such parking is not to last longer than 6 hours. Guests are encouraged to use the guest parking spaces near the pool. Any vehicle that cannot operate on its own power shall not remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property. No motor homes or trailers may remain within the condominium property for more than four (4) hours.

22. RESPONSIBILITY FOR DELIVERIES: Unit Owners shall be liable for damages to the condominium property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective condominium units.

23. ODORS: No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become obnoxious to other Unit Owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.

24. COOKING DEVICES: No fires, cooking devices or other devices that emit smoke or dust shall be allowed upon any lanai or patio.

25. STORM SHUTTERS: Any Unit Owner or occupants desirous of installing storm shutters must have the same approved by the Board prior to installation thereof and with regard to type, style, size, material and color of said storm shutters.

26. POOL: The pool is for the exclusive use of the Southwind Unit Owners and their guests. Pool hours and rules are to be posted prominently in the pool area. Children must be supervised at all times while in the pool area. No smoking of any kind shall be permitted inside the pool area. No unit Owner, tenant or guest shall direct, adjust or change pool heater controls unless authorized by the Board of Directors.

27. COMPLIANCE BY UNIT OWNERS: Unit Owners and occupants shall comply with the foregoing rules and regulations, and any and all rules and regulations, which may, from time to time, be adopted by the Board of Directors. Failure of a Unit Owner or occupant

to comply with the foregoing may subject the Unit Owner to the imposition of a fine (upon notice and hearing) and to possible legal remedies including, but not limited to, suits for money damages, injunctive relief, or any combination thereof.

28. **RELIEF:** The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under particular circumstances involved from the provisions of specific restrictions contained in the Rules and Regulations upon written request therefore, and for good cause shown in the sole opinion of the Board.
29. **LEASING OF UNITS:** A copy of any written lease of a Unit shall be delivered to the Board upon commencement of the said lease. The minimum lease term shall be one month. A Unit Owner may lease his entire Unit only without any other restriction.

Southwind Village at the Vines,
Condominium Association, Inc.

By: _____
RUSSELL REES, President

BOARD OF DIRECTORS:
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