

Schedule 1 to Bylaws
RULES AND REGULATIONS
FOR
MALACHITE CLUB AT SAPPHIRE LAKES CONDOMINIUM ASSOCIATION, INC
CREATED MARCH 2024

The following Rules and Regulations supplement those contained in the Declaration of Condominium, By-laws, and Articles of Incorporation where applicable, for Malachite association at Sapphire Lakes a Condominium. They are applicable to all occupants of units and include unit owners, their guests, invitees, family, agents, leases, servants, employees, and visitors.

1. **PERSONAL PROPERTY:** Each Unit Owner's personal property must be stored within the Unit.
2. **COMMON ELEMENTS:** The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
3. **UNITS AND LIMITED COMMON ELEMENTS:** All maintenance, repairs, and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, without limitation, repair and replacement of screens, windows, the interior side of entrance door and all other doors within or affording access to a unit, and the electrical (including wiring), plumbing including fixtures and connections). Heating and air-connections equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Units with extended Lanais is reasonable for all repairs except Malachite association will paint the extra walls that normally would be outside the building in those buildings without extended Lanais. **Refer to Declaration of condominium (9)**
 - (a) Unit Owners are responsible to replace their hot water heaters it is recommended every 12 years from the date of manufacture. All water supply hoses connecting sinks, toilets, dish washers, and washing machines to the main water supply should be braided steel flex cable hoses.
 - (b) Unit occupants (i.e., owners, renters, guests, etc.) it is recommended you shut off the main water supply line and the electrical circuit breaker that supplies electrical current to the hot water heater when vacating the unit for the season.
 - (c) Vacant Unit Inspection: It is Recommended you have a villa watcher" check each room and appliance (i.e., hot water heater, washing machine, dishwasher, refrigerator. etc.) for active water leaks and the presence of mold and mildew. Also, the air conditioner shall be checked to make sure it is running at an acceptable setting.
 - (d) No unit Owner shall make any addition, alteration or improvement in or to, to the Common Elements, including, but not limited to, the installation of awnings, hurricane shutters, hot tubs or patio areas, without the prior written consent of the Board of Directors. **Refer to Declaration of condominium (11.1)**

(e) Exterior Improvements, Landscaping, including, grass, trees, shrubs and plantings on the Common Property, except as noted in 14B are maintained by the Master Association by the Master Association. Areas directly around each association will be supervised for the Master by each individual Association President with their area, as outlined in the policy approved by the Master Board on November 17, 2010. No alteration or modifications to the existing landscaping, by individual unit owners are permitted without the approval of the Association President in Conjunction with the Master Board. Individual unit owners may install planting on the Common Property at their own expense, but only in areas already having plantings (no removal of grass) and only with the prior written approval of the Association President. A copy of the plans must be given to the Master Board. Maintenance of such plantings is the Responsibility of the unit owner. Prior to the resale of the unit owners' unit, The seller must have an agreement in writing that the buyer will Maintain the plantings installed by the seller or the seller must remove the plantings prior to vacating the premises. The unit owner of record will be held financially liable for removing the existing plants if the buyer does not agree in writing to maintain them. The closing of the sale of property could be delayed. **Refer to Master association rules and regulations**

(f) Holiday Decorations: Holiday decorations may be displayed from Thanksgiving weekend through January 6th of the following year. You must avoid any damage to building when hanging decorations. **Refer to Master association rules and regulations**

(g). Real estate signs displayed for directions to an "Open House" may only be posted on the day of the open house and may not remain overnight. No "For Sale" or "For Rent" signs may be displayed on any structure or home in Sapphire Lakes. No signage may be visible, on the common elements, from any condo or garage. **To hold a Sunday Open House, the Sapphire Lakes Property Manager must be notified before 4:00 pm on THURSDAY of that week.** **Refer to Master association rules and regulations**

4. Operation of Condominium by Association Powers and Duties

Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and the By-Laws of the Association (respectively, Exhibits "3" and "4")

No director nor officer shall receive compensation for their services.

Refer to Declaration of condominium (13) and by laws (7).

5. Occupancy and Use Restrictions, In order to provide for congenial occupancy of the Condominium Property and for the protection of the value of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions: **Refer to Declaration of condominium (19).**

(a) Each Unit shall be used as a single family residence only.

(b) Children shall be permitted to reside in Units, subject to the provisions of subdivision 19.1.

(c) Pets: Except for fish, each Unit Owner (regardless of the number of, if any Owners) may maintain two (2) household pets in Residential Unit, to be limited to domestic dogs not to exceed thirty (30) pounds, or domestic cats, or caged birds or one (1) fish tank not to exceed 55 gallons. Unit Owners must pick up all solid waste of their pets and dispose of such waste appropriately. All pets including cats, must be

leashed at all times when outside the Residential Unit. No reptiles or wildlife shall be kept in or on the Condominium Property. **Refer to Declaration of condominium (19.3)**

(d) Nuisances No nuisance (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. **Refer to Declaration of condominium (19.6)**

(e) No motor vehicle of any kind may be parked overnight on any street in Sapphire Lakes. No motor vehicle of any kind may be parked on the grass. Violators will receive one warning to correct or appeal. After 24 hours a second violation will be written giving cause for the towing of the vehicle at the unit owner's expense.

(f) Grills

1. Individually owned gas barbeques and charcoal barbeques may be stored in the attached garages of two unit buildings i.e. villas.

2. No gas or charcoal grills are permitted on lanais.

3. Electric barbeques may be stored in all garages and on lanais.

4. Cooking on propane and charcoal barbeques must be a minimum of 10 feet from any building.

(g) Trash containers must be stored in the unit owner's garage and not on the Common Property, except for the day(s) when the trash is to be picked up. Due to bear issues we ask that Trash containers be placed at the curb the morning of pick and must be removed by 6:00 PM on the day of the trash pickup.

(h) Displays of the American Flag on the Common Property shall be in accordance with the Florida Statutes.

6. Leases: No portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provision of the Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Leasing of Units shall also be subject to prior written approval of the Association and the Association may deny permission to lease any Unit on any reasonable grounds the Association may find. No lease shall be for approved for a term of less than thirty (30) days or one (1) calendar month, whichever is less and no single Unit may be leased more than three (3) times in any one calendar year. The Association shall have the right to require of all tenants that they deposit in escrow with the Association a sum not to in excess of one (1) month's rent which may be used by

Refer to Declaration of condominium (19.8)

7. Remedy for violations: Every Residential Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, as well as any and all rules and regulations which from time to time may be adopted. Additionally, all residential Unit Owners shall comply with the provisions of the Declaration, By-

Laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Residential Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions. **Refer to Declaration of condominium (21)**

In addition to all other remedies, in the sole discretion of the Malachite Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (a) Notice: The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a date and time Of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel and may cross-examine witnesses.
 - (b) Hearing: The non-compliance shall be presented to the Board of Directors and a committee of Unit Owners appointed by the Malachite Board of Directors. The purpose of the hearing is to hear reasons why a fine should not be imposed. A Written decision of the Board of Directors and the Committee shall be submitted to the Owner or occupant no later than twenty-one (21) days after the Board of Directors' meeting.
 - (c) Amount: The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's By-Laws and by Florida Statutes.
 - (d) Payment of Fines: Fines shall be paid no later than thirty (30) days after notice of the imposition thereof.
 - (e) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
 - (f) Infractions: Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.
 - (g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled: however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.
8. APPLICATION OF THE RULES AND REGULATIONS: These rules and regulations shall apply to all Owners and occupants of Residential Units, their guest(s), family invitees, visitors, leases, employees, servants, contractors, and licensees. The Board of Directors may (but need not) grant relief to one or more Unit Owners from specific rules and regulations upon written request for such relief and good cause shown (as determined by the Board in its sole opinion).

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