

JADE CLUB AT SAPPHIRE LAKES

RULES AND REGULATION

FOR

JADE CLUB AT SAPPHIRE LAKES CONDOMINIUM ASSOCIATION, INC.

ISSUE DATE: MARCH 16, 2004

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

1. ENTRANCEWAYS: The entranceways, stairways and similar portions of the common elements shall be used only for ingress and egress to and from the Condominium Property. No carts, skateboards, bicycles, carriages, chairs, tables or other similar objects shall be stored in or on them.
2. PERSONAL PROPERTY: Each Unit Owner's personal property must be stored within the Unit or within the garage assigned to the unit. No Unit Owner, tenant or occupant may have more than two vehicles, one of which may be a boat and trailer.
3. COMMON ELEMENTS: The common elements of the Jade Association and the Sapphire Lakes Master Association shall not be obstructed, littered, defaced, or misused in any manner. Rugs, Laundry, or any other article(s) shall not be shaken or hung from windows, doors, balconies, railings or exterior walls. Garbage and other refuse shall be placed only in designated areas provided by the Sapphire Lakes Master Association.
4. REFRIGERATORS & FREEZERS: Inasmuch as the Jade Association pays the electricity costs used in and on the garages, the storage and use of refrigerators and freezers in an assigned garage by any Unit Owner or occupant requires the written approval of the Jade Board of Directors. To compensate the Association for the cost of electricity, a charge of ten (\$10.00) per month for a refrigerator and/or twenty (\$20.00) dollars per month for a freezer will be paid to the Jade Association. If a refrigerator and/or a freezer is discovered that does not have the written approval of the Board of Director, it will be assumed that the appliance has been operating since the first of the year and the cumulative "usage charge" will be due immediately.

Lack of payment by the Unit Owner or occupant may be the grounds for legal action.

5. PETS: Pets shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines. Dogs weighing over 30 pounds will not be permitted in the Owner's Unit or on the Common Property of the Master Association. Seeing Eye Dogs are exempt from any regulation on pets or dogs. Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except with the prior written consent of the Condominium Association and then in accordance with the provisions of the Declaration and the following:
 - (a) No dog or cat shall be permitted outside of its Owners Unit unless attended by an adult and on a leash not more than six (6) feet long. The attending adult must pick up any droppings of the dog or cat and dispose of same in the designated areas for garbage and trash as provided by the Master Association.
 - (b) No more than two (2) small domestic birds may be kept in the Unit. No domestic birds of a variety which will emit sounds that can be heard in contiguous units may be kept by a Unit Owner in a unit.
 - (c) No fish tanks may exceed 55 gallon capacity. A Unit Owner shall be limited to one fish tank.
 - (d) Pets are not permitted on any part of the Common Elements except when they are leashed and being walked or transported directly off the Condominium Property or directly to the Unit Owners unit.
 - (e) Exotic pets such as snakes, other reptiles and animals not normally considered as being domesticated are not permitted in or on the Jade Condominium property or the Common Property controlled by the Sapphire Lakes Master Association.
6. RENTAL OF UNITS:
 - (A) In all instances of renting or selling a unit, the Unit Owner is required to obtain an application to rent or sell from the Property Management Company, complete the form, and submit the completed form with the application fee (currently \$100.00) to the Property Management Company for processing.
 - (B) In accordance with the Declaration, Units may not be rented to the same tenants or members of the tenant's family for longer than four (4) consecutive months in any one year. Units may not be rented to the same tenant or members of the tenant's family for the last four (4) months of one year and the first four (4) months of the following year. Documented unusual circumstances may be submitted to the Board, which has the sole authority to grant a deviation to this policy.
 - (C) If a Unit Owner's family, invitees or guests occupy a Unit for a period longer than one week in the Unit Owner's absence, the Unit owner is required to provide a letter in advance to the Property Manager or the Property Management firm,

indicating the name(s), and dates of occupancy. Vehicles must be registered with the Master Association. All Rules and Regulations of the Jade Association and the Sapphire Lakes Master Association must be adhered to.

(D) Renters may not keep pets in or on the Jade Condominium property. Family members, invitees, and guests occupying a Unit may not keep pets while the Unit Owner is not in residence.

7. PROPERTY MANAGEMENT EMPLOYEES: Employees of the Association or of the Master Association are not to be engaged by Unit Owners for personal errands or tasks, which are not within the scope of the applicable employees duties. The Board of Directors, through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.
8. DISTURBING NOISE: No Unit Owner shall make disturbing noises in the Building or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio, electronic equipment or the like in a way that unreasonably disturbs, annoys or interferes with the television or radio reception of other Unit Owners or occupants. No external antenna shall be permitted on the Condominium property.
9. HOLIDAY DECORATIONS: Holiday decorations for the Christmas Holiday may be displayed from the first Saturday after Thanksgiving until ten (10) days after the New Year. All other holiday decorations may be displayed five (5) days before the holiday and removed five (5) days after the holiday.
10. SIGNS AND ADVERTISEMENTS No signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of the common elements or any part of a unit so as to be visible from outside the unit. Additionally, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portions of the building or on the Common Elements. Also, For Sale or For Rent signs may not be displayed on a garage, in or on any vehicle, boat or other vehicle that may be temporarily allowed in the parking lots of the Association. The installation of Hurricane shutters and/or storm doors must have the approval of the Jade Board of Directors to insure consistency in appearance and compliance with the Florida Statutes..
11. KEYS: The Association shall retain a pass key to all Residential Units. No Residential Unit Owner shall alter any lock, nor install any new lock, without notice to the Board of Directors and the Unit Owner shall provide the Association with an additional keys to both the Residential Unit and to the applicable garage service door..

12. FLAMMABLE MATERIALS & CHEMICALS: No flammable, combustible or explosive fluids, chemicals or other substances may be kept or stored in any unit or on the Common Elements. Charcoal and gas barbeques may not be stored or used in a Unit or in the lanai of a unit, but may be stored in the garage assigned to the unit. Use of a barbeques must be at least six (6) feet from a Jade Association Building and at least four (4) feet from any garage. Barbequing in a garage is prohibited.
13. HURRICANE PREPARATION: A unit Owner who plans to be absent during the hurricane season must prepare his unit prior to his departure and by designating to the Property Management Firm and to the Jade Association, a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage.
14. FOOD & BEVERAGES ON COMMON PROPERTY: Food and beverages may not be consumed on the Sapphire Lakes Common Elements except as specifically permitted by the Master Association Board of Directors and the Master Association Documents.
15. WINDOW & DOOR COVERINGS: Curtains, drapes, and other window coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors. No aluminum foil may be placed in any window or glass door of a unit, and no reflective substance may be placed on any glass in a unit except a substance previously approved by the Board of Directors.
16. CHILDREN: Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property and on the Common Grounds of Sapphire Lakes. Full compliance with these Rules and Regulations and all other Jade Association Rules and Regulations and the Rules and Regulations of the Master Association shall be required of children. Playing shall not be permitted in any of the stairways or walkways or on the Master Association parking lots in accordance with the Master Association Rules and Regulations. Loud noises will not be tolerated.
17. Occupancy: Each unit is limited to two (2) persons per bedroom (including children) of any unit that is rented.
18. REMEDY FOR VIOLATIONS: Every Residential Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and 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, or any combination of such actions. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, 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 of the Jade Condominium Documents.. 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 an Infractions Committee of Unit Owners appointed by the Jade Board of Directors for that purpose after which the Board of Directors and the Committee shall hear reasons why a fine should not be imposed. A written decision of the Board and the Committee shall be submitted to the Owner or occupant by no later than twenty-one (21) days after the Board of Director's 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 Statute which is currently \$100.00.

(d) Payment of Fines: Fines shall be paid not 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.

19. APPLICATION OF THE RULES & REGULATIONS These rules and regulations shall apply to all Owners and occupants of Residential Units, their guest (s), family, invitees, visitors, leasees, 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 it's sole opinion). END