

**RULES AND REGULATIONS
FOR
TARPON HARBOR II AT MYAKKA POINTE
CONDOMINIUM ASSOCIATION, INC.**

The definitions contained in the Declaration of Condominium of Tarpon Harbor II at Myakka Pointe, a Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations. All references to Owners in these Rules shall also include residents.

1. The walkways, entrances, driveways, courts, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the building(s) and the other portions of Tarpon Harbor II at Myakka Pointe.

2. The exterior of the Homes and all other areas appurtenant to a Home shall not be painted, decorated or modified by any Home Owner in any manner without the prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board.

3. No article, including, but not limited to, cloth, clothing, rugs or mops shall be hung or shaken from the doors, windows or screened porches of the Homes or placed upon the outside window sills of the Homes without the prior consent of the Board. No bicycles shall be permitted on the Lanais. Installation of satellite dishes requires the prior written approval of the Association. Permissible dishes must be installed on Limited Common Elements and no mounting of hardware or wiring can pierce the Common Elements. A Home Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removal official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

4. No personal articles shall be allowed to stand on any portion of the Common Elements.

5. No Home Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Homes or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Home Owners.

6. Each Home Owner shall keep such Home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance.

7. The Board will adopt hurricane shutter specifications ("Hurricane Standards") in accordance with Florida Statutes Section 718.113(5), which specifications shall include color, style and other factors deemed relevant by the Board. All Hurricane Standards shall comply with the applicable building code. If not previously issued, the Hurricane Standards will be made available to

a Home Owner within five (5) business days after the Board's receipt of a written request for such Hurricane Standards.

8. No hurricane shutters may be installed without the prior written consent of the Association, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Home Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed before the issuance of a hurricane watch by the National Hurricane Center encompassing the Tarpon Harbor II at Myakka Pointe location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").

9. Each Home Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home prior to such Home Owner's departure by:

- (a) Removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any;
- (b) Designating a responsible firm or individual satisfactory to the Association to install and remove approved hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and
- (c) Designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove approved hurricane shutters pursuant to Section 17.19 of the Declaration.

10. Each Home Owner shall regularly pick up all garbage, trash, refuse or rubbish outside his or her Home, and no Home Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Riverwood. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside the garage and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

11. Water closets and other water apparatus in the Homes or upon the Common Elements shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Home Owner responsible for same.

12. No Home Owner shall request or cause any employee or agent of the Association to do any private business of the Home Owner, except as shall have been approved in writing by the Association.

13. The agents and employees of the Association and any contractor or worker authorized by the Association may enter any Home at any reasonable hour of the day for the purposes permitted

under the terms of the Neighborhood Documents. Entry will be made by prearrangement with the Home Owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case, access is deemed permitted regardless of the hour.

14. No vehicle or other possessions belonging to a Home Owner or to a member of the family or guest, invitee or lessee of a Home Owner shall be positioned in such manner as to impede or prevent ready access to another Home Owner's garage. The Home Owners, their family members, guests, invitees and lessees will obey the parking regulations posted by the Association and Community Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Home Owners.

15. Except in an emergency, a Home Owner shall not cause or permit the blowing of any horn from any vehicle of which he or she, or his or her family members, guests, invitees or lessees shall be occupants.

16. No Home Owner shall use or permit to be brought into the Home any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with a permitted use of a patio, if any.

17. No Home Owner shall be allowed to put his or her mail receptacle, name or street address on any portion of his or her Home, except in such place and in the manner approved by the Board and Declarant for such purpose.

18. The Association may retain a passkey to each Home. If a Home Owner alters any lock or installs a new lock on any door leading into his or her Home, such Home Owner shall provide the Association with a key for the use of the Association and the Board.

19. There shall be a \$5.00 lock-out charge if the Association is requested to furnish keys for access to a Home Owner who has locked himself or herself out of his or her Home.

20. Any damage to the Condominium Property, Association Property or equipment of the Association caused by any Home Owner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Home Owner.

21. Each Home Owner shall be held responsible for the actions of his or her family members, guests, invitees and lessees.

22. Food and beverage may not be prepared or consumed, except in the Home or in such other areas as may from time to time be designated by the Board.

23. Complaints regarding the management of the Condominium Property or regarding actions of other Home Owners shall be made in writing to the Association.

24. A Home Owner shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Riverwood, in or upon his or her Home, or in or upon his or

her automobile(s) so as to be visible from the Common Elements, or any public way, without the prior written consent of the Association by its Board in accordance with the provisions of Section 17.5 of the Declaration.

25. No Home Owner is permitted to keep a domestic pet, whether permanent or temporary, in his or her Home without the prior written permission of the Board. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept tied outside a Home or on any lanai, unless someone is present in the adjacent Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Home Owner shall immediately pick up and remove any solid animal waste deposited by his pet. The Home Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or any other animal becomes obnoxious to other Home Owners by barking or otherwise, the Home Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Home Owner, upon written notice by the Association, will be required to permanently remove the animal from the Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

26. No clothesline or other similar device shall be allowed on any portion of the Common Elements.

27. Motor homes, trailers, recreational vehicles, boats, campers, vans or trucks used for commercial purposes, other than four-wheel passenger automobiles determined acceptable by the Board, shall not be permitted to be parked, placed or stored in or on Tarpon Harbor II at Myakka Pointe unless kept fully enclosed in the garage. No maintenance or repair shall be done upon or to any such vehicles, except where totally isolated from public view. Vehicles must be parked with the front of the vehicle facing the building; backing in shall not be permitted. The Association shall

have the right to authorize the towing away of any vehicles in violation of these provisions and the provisions of the Community Documents with the costs to be borne by the owner or violator.

28. A Home Owner shall not install any screen doors, awnings, hardware or the like without the prior written approval of the Board as to design and color and, in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any of such items which have been previously installed at the time Board approval is requested, and approval in accordance with the Community Declaration. Such approval, however, does not and shall not be construed to constitute approval or conformance with the county or city building codes. It shall be the responsibility of each Home Owner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.

29. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Home Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.

30. Garages may be used only for the parking of motor vehicles and for minimal storage (i.e., chairs, tools, etc.). No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or full storage area. No individual air conditioning units shall be permitted in a garage. All garage doors shall remain closed when not in use by a vehicle entering or exiting the garage. No garage may be used for hanging laundry and may not be painted or the color or appearance otherwise altered by the Home Owner without the prior written consent of the Association, by its Board and the Community Association. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.

31. A Home Owner shall not install any floor covering in the Home other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Home which does not have another Home below it, without the prior written approval of the Association. The Association requires that soundproofing insulation be placed under such floor coverings before installation in all units above the first floor. If a Home Owner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Home Owner to remove the alternate floor covering.

32. The procedure for reporting violations of these Rules and Regulations shall be as follows:

Any Home Owner may report a violation of the Rules and Regulations to the Association (or its management company, if any) in writing. All violation reports are to be submitted in writing.

33. The procedure for enforcing these Rules and Regulations shall be as follows:

(a) First Offense (1st Notice)

When the Association becomes aware of noncompliance of a rule or regulation by a Home Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Home Owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) Second Offense (2nd Notice)

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Home Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Home Owner by certified mail.

(c) Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Home Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following a determination in accordance with the procedures set forth in these Rules and Regulations.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action.

(e) Exemptions and Hearings

(1) Any Home Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(2) A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing as set forth in the Rules and Regulations; provided, however, that no such fine shall in the aggregate exceed the maximum amount permitted by the Act.

(3) Before any items of construction can be materially altered or demolished, judicial proceedings must be instituted by the Association.

34. Home Owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late Neighborhood Assessments whether or not an action at law to

collect said Neighborhood Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent assessment that the payment is late. Any payment received by the Association shall be applied first to any costs and reasonable attorney's fees incurred in collection, then to any interest accrued by the Association, then to any administrative late fee, and then to the delinquent assessment.

35. Before levying a fine against a Home Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

(a) Afford the Home Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Home Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:

- (i) A statement of the date, time and place of the hearing;
- (ii) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and
- (iii) A short and plain statement of the matters asserted by the Association.

(b) Provide an opportunity to the Home Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association. If the Committee does not agree with the fine, the fine may not be levied.

36. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.

37. The Home Owners should refer to the Occupancy and Use Restrictions contained in Article 17 of the Declaration which are binding upon all Home Owners.

38. All notices of Home Owners meetings shall be posted on the bulletin board located in the lobby of the clubhouse building.

39. With regard to meetings of the Board of Directors of the Association and meetings of the Members of the Association (collectively referred to herein as "Meetings"), the following rules shall apply:

- (a) The Right of Home Owners to Speak at Meetings

A Home Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restrictions shall apply:

(1) The Home Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Home Owner has spoken.

(2) The Home Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Home Owner.

(3) The Home Owner may speak only on matters specifically designated on the agenda.

(4) The Home Owner may speak only once at a Meeting.

(b) The Right of Home Owners to Tape Record or Videotape Meetings

A Home Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restrictions shall apply:

(1) The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.

(2) The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Home Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.

(3) The Home Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

40. These Rules and Regulations may be modified, added to or repealed at any time by the Association.

By Resolution of the Board of Directors of Tarpon Harbor II at Myakka Pointe Condominium Association, Inc.