

AMENDED AND RESTATED RULES AND REGULATIONS
OF
HOLIDAY SURF & RACQUET CLUB CONDOMINIUM

SUBSTANTIAL REWORDING OF RULES AND REGULATIONS

SEE CURRENT "HOUSE RULES AND REGULATIONS" AT BK 2738, PG 1102,
OKALOOSA COUNTY PUBLIC RECORDS, FOR CURRENT TEXT

Condominium living is greatly enhanced by a congenial atmosphere in which all residents have proper regard for the comfort of others. For this reason and pursuant to the authority granted in the Amended and Restated Declaration of Condominium for Holiday Surf & Racquet Club, a Condominium, recorded in the Official Records for Okaloosa County at Book 2738, Pages 1012, et. seq. and any amendments thereto ("Declaration"), these Rules and Regulations have been adopted by Holiday Surf & Racquet Club Condominium Association, Inc. ("the Association") in order to assure Owners and their Guests that the Condominium Property will be properly used for the benefit of all those persons.

The terms "Unit Owner" or "Owner" herein refers to those holding a leasehold estate or fee simple interest in one or more units at Holiday Surf & Racquet Club Condominium.

Where used herein, "the Act" refers to Chapter 718, Florida Statutes, as amended from time to time.

1. OWNERS, OCCUPANTS AND TENANTS

The facilities of Holiday Surf & Racquet Club Condominium are for the use and enjoyment of Owners and their spouses, children and persons who customarily and continuously reside together as a single housekeeping unit ("Family Members"), and the custodial children of said parties, as well as invited guests and overnight tenants and guests who have registered as such with the Association. Unit Owners are responsible to the Association for and may incur fines or be liable for damages for the acts of their Family Members, tenants, guests, invitees and all unit occupants.

2. CHILDREN'S ACTIVITIES

Children are welcome in Holiday Surf & Racquet and there is no desire to restrict their normal activities. Nevertheless, they are required to observe the same restrictions that apply to adults. This precludes any conduct that interferes with the quiet and comfort of the Unit Owners and Occupants or which threatens the safety of themselves or others. Parents and Guardians are responsible for the conduct and safety of their children and minors under their care.

3. USE RESTRICTIONS FOR UNITS

3.1 Nuisance. A Unit Owner shall not permit anything to be done or kept in his/her/its Unit which constitutes a nuisance, or which will increase the insurance rates on the Unit, the Common Elements, or any portion of the Condominium, nor otherwise

obstruct or interfere with the rights of other Unit Owners, their Family Members, tenants, guests or the Association. A Unit Owner, tenant or guest shall not commit or permit any nuisance, immoral or illegal act in his Unit or the Common Elements, including but not limited to the making of disturbing noises in the Building or allowing sounds to emanate from a Unit. In particular, no such persons shall play any musical instrument, audio equipment, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or their tenants, guests or occupants. Quiet Hours are from 10:00 PM to 8:00 AM.

- 3.2 Air conditioning. When the air conditioning for a Unit is operating, windows and doors are to be kept closed. Not only is this an economically sound practice but will reduce the admitting of moisture in the warm air and the resulting dampness and mildew in the unit.
- 3.3 Decorations/Displays on Windows, Doors and Balconies. No Unit window, door or balcony shall be decorated or altered, and nothing shall be temporarily or permanently displayed, hung or mounted on any portion of the windows, doors, balcony or balcony floor, Common Elements or Unit, so as to change the appearance of such from outside the unit. Excepted from this prohibition are hook hanging systems (placed on the concrete wall only) on the balcony to temporarily hang towels and swimsuits in accordance with §163.04(2), Florida Statutes, and exhaust vents and electrical/utility outlets required by applicable codes or regulating governmental entities. This prohibition includes but is not limited to wreaths, linens, clothing, curtains, merchandise, retail or business displays or signage, rugs, mops, or laundry of any kind, or other articles, and the display of plants or other objects upon balconies or railings or exterior windows, sills or ledges. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balcony railings, terraces or other portions of the Condominium or Association Property. Under no circumstances will containers be allowed that will permit water and/or plant fertilizers to soak through to the building floors and/or lower walls and railings. Any exception to the foregoing must be approved by the Board of Directors in writing, except that patio furniture in good condition will be permitted on all Unit balconies.
- 3.4 Signs. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on the outside of a Unit, on or within a balcony, or at a location inside a Unit (such as on a glass door or window) so that it is visible from the exterior, without the prior written consent of the Association.
- 3.5 No Owner, tenant, guest or other occupant of a Unit shall discard or permit to fall any food, drink or other item from the balconies of the Condominium.
- 3.6 All Units shall be used for residential purposes only in a law-abiding manner. No commercial or business activity shall be conducted from a residential unit in accordance with Article XII, Section 6 of the Declaration; however, Units may be used as home offices or for telecommuting purposes, so long as such does not include customers, clients, prospects or the like coming to or from the unit in connection with

the home office. The rental of the Unit for single-family residential purposes is not considered commercial or business activity for purposes of this provision.

- 3.7 Trash. All Unit waste is to be disposed by kitchen garbage disposal units or into dumpsters/compactors or other receptacles approved by the Association. No waste is to be disposed at any time from balconies or windows. No construction debris, oversized items (including, but not limited to, mattresses) or hazardous materials shall be placed in the dumpsters/compactors.
- 3.8 Fire Hazards/Flammables. No article shall be stored, nor any use made of any part of the Condominium Property, that will constitute a fire hazard. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements. No fires, barbecue grills, hibachis, or cooking devices, or other devices which emit smoke or dust, shall be allowed on any balcony, nor used inside a unit. Barbeque grill areas are located in the parking lot. Fireworks are prohibited on association property.
- 3.9 Exterior Appearance. No awnings, blinds, shades, umbrellas or outdoor TVs shall be installed or used in or on balconies, windows or sliding glass doors unless approved in writing by the Association. Balconies shall not be used for the storage of any items, including but not limited to bicycles, kayaks, paddle boards, surf boards, barbecue grills or exercise equipment. No one may mount any object upon the exterior or roof of the building without prior approval of the Association in accordance with the Declaration.
- 3.10 Lighting on Residential Unit Balconies. Holiday Surf & Racquet Club Condominium is subject to a City of Destin Ordinance regulating exterior lighting for the protection of nesting turtles. Accordingly, no additional exterior lighting shall be permitted on any residential unit balcony without the prior written approval of the Association.
- 3.11 Door Locks. To the extent not prohibited by the Act, Unit Owners must abide by right of entry into Units and Limited Common Elements in emergencies. In case of any emergency originating in, or threatening, any Unit or Common Element, 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 Association manager, shall have the right to enter such Unit or Limited Common Element for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

To facilitate entry in the event of any such emergency, the Unit Owner of each Unit shall provide the access code to their respective Unit(s) to the Association to use in the performance of its functions. No Owner shall change the locks to his or her Unit without so notifying the Association and delivering to the Association the new access code to such Unit.

No additional locks will be permitted. If a Unit Owner wants additional locks as additional security, said Unit Owner must first request the approval of the Association for same. In the event the Association's approval is obtained, then the Unit Owner shall

deposit with the Association a duplicate key (or access card, as may be applicable) for each such additional lock for use in emergencies. A lockbox may temporarily be placed on a Unit door handle to provide a means of access for potential buyers escorted by a licensed realtor, but lockboxes may not be placed on railings or any other location.

3.12 If a Unit Owner has failed to supply the Association manager with a key or code to the unit, and emergency access into a Unit is necessary in the opinion of the manager or a board member, the Association may retain the services of a locksmith which cost and expense shall be the sole responsibility of the Unit Owner.

3.13 Unit Owner Responsibilities Regarding the Prevention of Mold and Mildew

Unit Owners must take all appropriate steps to reduce and/or eliminate the occurrence or continued existence of mold and/or mildew (collectively "mold") growth in and around the Unit and appurtenant common elements and thereby minimize the possibility of adverse effects that may be caused by fungi, including mold. The Unit Owners' responsibilities include, but are not limited to, the following:

- (a) The air conditioning system, and humidity control system if applicable, must be kept in good and working order. Whether occupied or not, the air conditioning system, and humidity control system if applicable, must be appropriately operated, when reasonably necessary, to adequately control the temperature, humidity and in-door air quality in the Unit.
- (b) All incidents of mold and water intrusion, including but not limited to water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks, or evidence of water intrusion must be immediately reported to the Association.
- (c) All regular and routine maintenance required to prevent water intrusion, and which is the obligation of the Unit Owner, must be timely and adequately performed. Such maintenance includes, but is not limited to the regular inspection, cleaning and services of all appliances servicing the Unit, including the air conditioning system, humidity control system if applicable, refrigerators, and freezers; the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures.

3.14 Solicitation. There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

4. USE OF COMMON ELEMENTS AND OTHER FACILITIES

- 4.1 All Common Elements of the Condominium Property will be used for their intended purposes and no articles belonging to Unit Owners or their Family Members, invitees, tenants, guests or unit occupants shall be kept therein or thereon and such areas shall at all times be kept free of obstruction. Any article found in violation of this Rule may be removed by management.

Ball tossing, frisbees, playing or running on or in the parking lot, walkways, corridors, elevators, lobby, stairways or courtyard of Holiday Surf & Racquet Club Condominium is not permitted and the use of roller skates, roller blades, skateboards, bicycles, scooters, or the like is prohibited.

- 4.2 Elevators. The elevators serving the condominium are primarily intended for use as passenger elevators for Owners and their family members, invitees, tenants and guests. The elevators shall however, be available for remodeling or for heavy furniture transfer.

- 4.3 Balconies, Fire Escape, Halls, Stairways and Walkways. Fire escapes, halls, stairways and landings are for ingress and egress to and from units and shall not be obscured. This precludes the leaving of any articles in these areas, including but not limited to, baby carriages, bicycles, garbage cans, beach supplies, footwear, ice and food containers. This prohibition is in compliance with the fire code/insurance requirements and is for the protection of residents in case of fire or other emergency and will be strictly enforced.

All stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items and no wash lines of any kind will be maintained outside such Owner's Unit. No foreign object or waste of any kind, including cigars and cigarettes, may be placed or kept in the hallways, stairways and other common areas. Any object found in violation of this Rule may be removed by management.

- 4.4 Parking. Parking in the common element parking spaces is for the use and benefit of all owners in connection with use of their units. Parking spaces are not assigned and cannot be reserved by any means. Except as provided below, parking spaces may not be used for the storage of boats, trailers or commercial vehicles, nor, given the limited number of spaces available, for the storage of passenger vehicles that are not operational or not being used by the Owner or occupant of a Unit. Parking at the condominium property is by permit/pass only and the permit, currently in the form of a sticker, must be displayed on the parked vehicle, trailer, boat, jet ski or camper at all times.

- (a) Boats, trailers, jet skis, and campers may be temporarily parked by Unit Owners in a parking space for the length of their stay in their unit, but in no event for more than two (2) weeks annually. A temporary parking pass must be obtained from the front desk and displayed on the boat, trailer, jet ski, or camper.

- (b) Renters/guests may obtain a trailer/camper parking sticker for the duration of their stay, if space is available. All renters and guests shall be required to display a temporary parking pass on their passenger vehicle during their stay. At management's discretion and depending upon availability, additional parking passes may be obtained by Renters and Guests for a fee.
 - (c) Unit owners will be issued parking stickers for their vehicles; stickers must be displayed at all times while the vehicle is parked at the condominium property.
 - (d) Boats, trailers, jet skis, campers and vehicles which have not been issued a parking sticker/pass, or which are not operational, or which are being stored and not used for an extended period of time by any person currently occupying a unit, will be towed.
- 4.5 Beach. Please keep our beaches beautiful and healthy. Do not litter, abuse the sea oats or destroy our sand dunes. Dogs, glass containers and motor vehicles are not permitted on the beach
- 4.6 Pool. The Association manager has the authority to ask any person to leave the pool or deck areas when not complying with the rules set forth herein or as rules are publicly posted.
- (a) The Association does not provide lifeguard service; you swim at your own risk.
 - (b) The Association will not be responsible for injuries or drowning sustained in or about the swimming pool,
 - (c) Children, regardless of age, who are not toilet trained, and any other persons who are incontinent, may not use the pool unless they are wearing leak-proof protective diapers and waterproof swimwear. Cloth or disposable diapers will not be permitted. No cut-offs permitted.
 - (d) No one is permitted to enter the pool area with beach sand on their person or things. Showers are provided at multiple locations when exiting the beach or entering the pool areas for the removal of sand.
 - (e) Nudity in the pool area is prohibited, as is indecent bathing attire. What is deemed to be "indecent" will be determined on a case-by-case basis in the sole judgment and discretion of the Association management.
 - (f) Pool hours are from 9:00 AM to 10:00 PM.
 - (g) No pets are allowed in the swimming pool or on the pool deck.
 - (h) Diving is not permitted for safety reasons.
 - (i) Radios and personal music players at the pool must be used with headsets only.

- (j) Items are not to be thrown from any balcony to pool or pool areas. All disposable drink containers, trash and refuse must be deposited in receptacles provided.
- (k) Glassware is prohibited. Food and beverages are permitted on the pool deck but are not permitted to be taken into the pool, nor within 4 feet of the pool.
- (l) Smoking is not permitted in the pool area, including E-cigarettes.
- (m) Sports equipment such as but not limited to footballs, baseballs, soccer balls or equipment not construed as appropriate swimming pool items will not be allowed in the pool or on the pool deck.
- (n) No personal furniture items are to be used in the pool deck area. No reserving pool chairs. Do not remove pool furniture from the pool area.
- (o) At the general manager's discretion, wristbands may be required for all persons entering, and for the duration of use, of the pool area.
- (p) For safety reasons, children under 12 must be accompanied by a responsible adult who can swim.

4.7 Fitness Center.

- (a) Athletic shoes, shirts and proper attire are to be worn in the fitness center. Wet swimsuits are not allowed.
- (b) Equipment is to be wiped down after each use.
- (c) Any damaged equipment is to be reported to the Association Management Office. Any person who damages the fitness center equipment through negligence or abuse will be responsible for the cost of repairs or replacement.
- (d) Use of the Fitness Center is at your own risk.
- (e) Those using the fitness center must respect the personal space of others and share in the use of the equipment.
- (f) Fitness Center hours are 6:00 AM- 10:00 PM.
- (g) At the general manager's discretion, wristbands may be required for all persons entering, and for the duration of use, of the fitness center.

4.8 Tennis Courts / Pickleball Courts / Shuffleboard Courts

- (a) Athletic shoes, shirts and proper attire are to be worn while playing tennis or pickleball. No hard heel/sole shoes or bare feet are permitted.

- (b) Reservations to use the courts (one hour per unit per day) must be made at the front desk.
- (c) Court hours are from 8:00 AM to 10:00 PM.
- (d) Tennis/Pickleball courts are to be used for tennis or pickleball only. Courts may be closed by the manager when they are wet.
- (e) At the general manager's discretion, wristbands may be required for all persons entering, and for the duration of use, of the tennis/pickleball courts.

4.9 Smoking/Tobacco. Smoking is not permitted in or on any interior or exterior Common Elements, including, but not limited to the lobby, lobby restroom, lobby saunas, pool, business center, fitness center, laundry facilities, owners' lounge, surf room, surf room bathroom, elevators, tennis court, shuffle board areas, or the beach (except for in that portion of the beach to be designated as a smoking area by the Board of Directors from time to time). Smoking shall be permitted in the designated area in the parking lot, which shall not be closer than fifty (50) feet from the entrance to the lobby. Owners and their guests may smoke on the Limited Common balconies so long as a smokeless astray is used at all times and the smoke is contained within the Balcony. If the smoke becomes a nuisance to another owner or guest smoking must be stopped immediately (this rule shall have no impact on separate contractual relationships which may dictate no smoking on the Limited Common Elements balconies). No owner, tenant or occupant of a unit shall allow smoking on Limited Common Element balconies to become a nuisance to other residents. The term "smoking" shall include inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco and any other lighted tobacco product. The term "smoking" shall also include the use of "electronic" or "vapor" cigarettes, cigars, pipes, or similar apparatus, and is likewise prohibited on Common Elements.

4.10 Medical Marijuana. While "medical marijuana" has been legalized in the state of Florida, it remains a federal crime to smoke or ingest marijuana/cannabis. Accordingly, for that reason and the possible adverse effect on Unit Owners, renters, guests and occupants of units, the use of marijuana, medical or otherwise, is prohibited in the common elements of the condominium property and on limited common element balconies.

4.11 Resale or Leasing Units

- (a) No signage for sale by owner or a realtor will be permitted in or on a Unit, nor on Limited Common Elements or Common Elements, nor in the right-of-way adjacent to the Condominium Property or Common Elements. No access to the Condominium Property will be given to potential buyers or tenants unless the Owner, or an authorized agent of the Owner, in the event of unavoidable circumstances, has made prior arrangements with the Association for access. Association management is not to be used as a fill-in for Owner's real estate

agents. Potential buyers or tenants must be escorted personally by the Owner or their agent when showing the Unit or Common Elements.

- (b) In accordance with the minimum rental period established by Holiday Isle Improvement Association, Inc., no unit may be rented/leased for a term of less than three (3) nights.
- (c) In accordance with the Declaration Amendment (Article XII, Section 12) all owners and guest must register with the front desk upon arrival on the property. Owners and Outside rental companies must provide in advance (no less than 24 hours) of the arrival the name of the guest, number of guests in the party, the unit the guest will be staying in and the arrival date to the front desk at the following email: reservations@holidaysurf.com
- (d) At the discretion of the general manager, wristbands may be required for all persons entering the common elements of the property and for the duration of the use of the common elements.

4.12 Drones/ Remotely Controlled Flying Devices

- (a) Per Florida Statute Section 934.50(3)(b), a person may not use a drone equipped with an imaging device to record an image of privately owned real property or of the owner, tenant, occupant, invitee, or licensee of such property with the intent to conduct surveillance on the individual or property captured in the image in violation of such person's reasonable expectation of privacy without his or her written consent. For purposes of this section, a person is presumed to have a reasonable expectation of privacy on his or her privately owned real property if he or she is not observable by persons located at ground level in a place where they have a legal right to be, regardless of whether he or she is observable from the air with the use of a drone.
- (b) Accordingly, and for safety reasons, unless otherwise prohibited by an applicable governmental regulation, absent specific written authorization by the Association Manager, Drones, as defined by Section 934.50(2)(a), Florida Statutes, and other remotely controlled flying devices, are hereby prohibited from being physically present or otherwise being used or operated over, on or in the common elements or limited common elements of the condominium.

5. ASSOCIATION MANAGEMENT

- 5.1 The Association management is contracted to serve the Owners, Occupants and Guests of the Condominium. Excessive demands for management services will either deny service to some residents or common interests and may result in an increase in the cost of the management services for all. Your cooperation and respectful communications with management is appreciated.

6. HURRICANE PREPARATION

- 6.1 Each Unit Owner must prepare their Unit and balcony in the event of a tropical storm or hurricane as follows:
- (a) Removal of all patio furniture from the balcony of the Unit.
 - (b) Close and secure the Unit's doors and windows and place absorbent products (i.e. pig socks) in the sliding glass door tracks to minimize water entry. Owners are responsible for obtaining the absorbent products and storing them in the HVAC closet or placing them in the windows or sliding door.
 - (c) For Owners who plan to be absent from Holiday Surf & Racquet Club at any point during the hurricane season, designate a responsible firm (i.e. rental management company) or individual to perform (a) and (b) tasks before a storm, and to care for the Unit during their absence in the event that the Unit should suffer wind or water damage. Each such Unit Owner shall furnish the manager with the name and contact information of such firm or individual.
 - (d) In the event a unit Owner fails have all patio furniture removed from their balcony at least 36 hours prior to the scheduled landfall of a hurricane or advisory storm, association management will, if time permits, move the items to the interior of the Unit.
 - (e) If the local authorities issue an evacuation notice, such notice shall be heeded, and appropriate compliance will be expected of all occupants (owners and guests) of Holiday Surf & Racquet Club.
- 6.2 Hurricane Shutters. No hurricane shutter shall be installed or put into place/activated except in conformance with the Association's Hurricane Shutter Policy and Specifications, which is set forth separately.

7. VIOLATIONS

Every Owner, renter, guest 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 provision of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or Occupant to so comply shall be grounds for action which may include, without limitation, fines, an action to recover sums due for damages, injunctive relief, or any combination thereof.

- 7.1 Fines. In addition to any and all other remedies available to the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants/lessees or employees, to comply with any covenant, restriction, rule or regulation herein or the By-Laws or Rules and Regulations of the Association, provided the following procedures are adhered to:

- (a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and 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, By-Laws or rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- (b) Hearing. The non-compliance shall be presented to a committee of other Unit Owners, who are neither Board members nor persons residing in a Board member's household, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. If the committee does not agree with the fine, the fine may not be levied.
- (c) Fines. The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. At the time of these amended Rules and Regulations, Chapter 718, Florida Statutes provides that no fine may exceed \$100.00 per violation, or \$1,000.00 in the aggregate for a continuing violation.
- (d) Violations. Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (e) Payment of Fines. Fines are due within 5 days after the fine hearing at which the fine is approved.
- (f) 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 or occupant.
- (g) Proviso. Notwithstanding the foregoing, the notice and hearing requirements of this subsection do not apply to the imposition of fines against a Unit owner or a Unit's occupant, licensee, or invitee because of failing to pay any amounts due the Association. If such a fine is imposed, the Association must levy the fine or impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such fine or suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

8. PETS/SERVICE/SUPPORT ANIMALS

- 8.1 Persons other than Unit owners and their immediate family members are prohibited, except as provided below, from bringing animals onto the condominium property. Owners and their immediate family members wishing to bring a pet weighting over 25 pounds must obtain in advance approval from the Board of Directors to have the pet on property. The approval must be requested prior to the pet's arrival. All pets must be on a leash at all times. The owner is responsible for their pet's behavior and must maintain control of their pet at all times.
- 8.2 Under the Federal and State Fair Housing Acts, a guest, renter or invitee who is disabled/handicapped may request reasonable accommodation(s) to the Association's rules, policies, practices, or services when such accommodation(s) may be necessary because of his/her disability/handicap.
- 8.3 It is the policy of the Association to make reasonable accommodations for disabled or handicapped residents in accordance with applicable state and federal law with regard to its no-pet restriction for non-owners at Holiday Surf & Racquet Club Condominium. The Association is entitled to obtain information that is reasonably necessary to evaluate whether a requested accommodation is necessary because of the requesting party's disability/handicap. If a person's disability/handicap is obvious and if the requested accommodation is also apparent, then the Association will not normally request any additional information about the requester's disability/handicap or the related need for the requested accommodation.
- 8.4 If the requester's disability/handicap is not obvious, an application for accommodation shall be made to the Association. For any accommodation request, the requestor shall complete and sign where indicated the application forms which are Exhibit "A" to these Rules and Regulations and provide them to Association management. Upon receipt in the management office of the completed forms and all requested information/documentation for a disabled/handicapped owner, resident or other entitled person's request for a reasonable accommodation(s) to the Association's pet restriction, every effort will be made to promptly review the request, and the owner or resident will be notified in writing of the Board's decision.
- 8.5 All owner pets and approved emotional support and/or service animal must be walked on a non-retractable leash providing no more than six (6) feet of slack. Pets are not permitted in the south courtyard area. The owner of the animal is responsible for the pick- up and disposal of all animal waste and excrement, and for supplying his/her own waste removal bags. A violation of the any of these reasonable restrictions is also grounds for immediate revocation of any approval requiring the immediate and permanent removal of the animal and/or a fine assessed against the unit owner as permitted by Florida Statute section 718.303(3) in the maximum amount permitted by law. 8.6 No pet or emotional support and/or service animal may be a nuisance, aggressive, or threatening while on the condominium property. Excessive barking, a repeated failure of the owner to clean up after the pet in the common elements, and any

aggressive, threatening nipping or biting behavior may result in the animal being prohibited from the property, in the reasonable discretion of the board of directors.

- 8.6 An approval of an emotional support animal and/or a service animal is limited to the requesting party and his/her needs. If the requesting party no longer resides in this community, or temporarily vacates the property, for whatever reason, the emotional support/service animal is not permitted to remain. The approval of an emotional support/ a service animal does not apply to a residence generally, but rather, is only approved for a particular person. If that person is not in residence, the animal may not be in residence.

9. UNIT OWNER PARTICIPATION AT MEETINGS

Pursuant to Section 718.112(2) of the Act, which provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at meetings of the Board, Committees and at Unit Owner meetings, the following shall apply:

Board Meetings

- 9.1 Unit Owners have the right to attend Board and Statutory Committee meetings except as provided by law. A Statutory Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.
- 9.2 No person other than a Unit Owner shall be permitted to attend such meetings, unless permitted by the Chairman of the meeting. Unit Owners do not have the right to attend meetings of any Committee which is not a Statutory Committee, unless permitted by the Committee Chairman or required by law.
- 9.3 Unit Owners have the right to speak at Board and Statutory Committee meetings. No other person shall be permitted to speak at such meetings, unless permitted by the Chairman.
- 9.4 Statements by Unit Owners at meetings shall be restricted solely to items designated on the agenda for that meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted.
- 9.5 Unit Owners have the right to attend Unit Owner meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner's proxy shall be permitted to attend meetings, except agents of the Association or persons permitted by the Chairman.
- 9.6 Unit Owners have the right to speak at Unit Owner meetings as provided by law. No other person shall be permitted to speak at meetings, except agents of the Association, designated proxies, or those persons permitted to speak by the Chairman.

- 9.7 Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that meeting, unless permitted by the Chairman or majority vote of those present (in person or by proxy) at the meeting.
- 9.8 A Unit Owner will be permitted to speak once in reference to each designated agenda item at a Board meeting, noticed committee meeting or Unit Owner meeting, unless otherwise requested to speak again by the Chairman of the meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item unless approved by the Chairman of the meeting. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit.
- 9.9 Unit Owners may tape record or videotape any meetings of the Board, or members' meeting as permitted by law. A Unit Owner desiring to tape record or videotape a meeting shall submit a written notice to the Secretary or Association Manager at least fifteen (15) minutes before the start of the meeting advising that the meeting will be tape recorded or videotaped. A separate written notice must be made for each meeting the Unit Owner desires to tape record or videotape.
- 9.10 No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the meeting or ability to hear the meeting, or block access to or from the meeting or to or from the seating in the meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet. Live streaming of a meeting by a unit owner shall not be permitted.

10. INSPECTION AND COPYING OF ASSOCIATION RECORDS

Pursuant to Section 718.111(12)(c) of the Act, which provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying, the following shall apply:

- 10.1 The Official Records available for inspection and copying are those designated by the Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.
- 10.2 No records other than those defined above shall be available for inspection or copying.
- 10.3 No Unit Owner, or the Unit Owner's authorized representative, shall have any right to inspect or copy the records of the Association, except as permitted by law. All references to Unit Owner will include a Unit Owner's authorized representative. No other person shall be permitted to inspect or copy the Association records, unless approved by the Board or the President or unless required by law.
- 10.4 A Unit Owner desiring to inspect or copy Association records shall submit a written request by hand delivery during regular business hours, or Certified U.S. Mail, Return

Receipt Requested, therefore to the Association at the official address of the Association, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations. Requests by facsimile transmission, electronic mail (e-mail) or other means do not comply with this Rule. Verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

- 10.5 Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying and shall be conducted solely by the Unit Owner signing the inspection request, or their authorized representative. No inspection or copying of any other records shall be permitted. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.
- 10.6 A Unit Owner shall not submit more than one (1) written request for inspection or copying of records per calendar month.
- 10.7 Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. At the option of the Association, the records may be made available electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.
- 10.8 Records shall generally be made available for inspection by the Association on or before the fifth (5th) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Unit Owner or for good cause. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10th) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner by telephone or in

writing/email, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than nine (9) hours in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month.

- 10.9 If, at or subsequent to inspection, a Unit Owner desires to have a copy of a record, the Unit Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If, however, the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company. Copies made by an outside source shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where Official Records are kept. Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place. As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.
- 10.10 A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed fifty cents (\$.50) per page and absent a Resolution by the Board to the contrary, copies shall be charged at thirty cents (\$.30) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than cash, cashier's check, money order, or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received.

10.11 As an alternative to paper copies of inspected records, a Unit Owner or his authorized representative may use a portable device, including a smartphone, tablet, portable scanner, or other technology capable of scanning or taking photographs, to make an electronic copy of the official record. There shall be no charge for the use of such portable device.

11. ASSOCIATION FEE SCHEDULE

11.1 Estoppel Letters:

Pursuant to Section 718.116(8) of the Act, and prior Resolution of the Board of Directors, the estoppel fee is set at Two Hundred Fifty Dollars and No Cents (\$250.00) per Estoppel Certificate, plus:

- (a) an additional fee of One Hundred Dollars and No Cents (\$100.00) per Unit to be charged if a request is made to expedite delivery of the estoppel certificate such that the certificate is to be delivered within three (3) business days after the request is made, plus
- (b) an additional fee of One Hundred Fifty Dollars and No Cents (\$150.00) per applicable Unit to be charged if the Unit Owner is delinquent with respect to moneys owed to the Association at the time that the estoppel certificate is requested; plus
- (c) attorneys' fees incurred for the preparation of payoff or estoppel letters.

11.2. Mortgagee/Lender Questionnaires:

The Association is not obligated to complete these forms and reserves the right to decline to do so in any instance. If a mortgagee/lender questionnaire is prepared, the fee is \$300, per form, plus legal fees incurred by the Association necessary to assist in preparation of the form.

11.3. Miscellaneous:

<u>Type</u>	<u>Amount</u>
Photocopying of Association's Official Records	\$.30 (thirty cents) per page
Copying of other Official Records.....	Actual Cost to Association

12. ASSESSMENT COLLECTION POLICY.

12.1 References to "Assessments" herein shall refer to Annual Assessments which are payable monthly or quarterly, as specified by the Board, and due on the first day of each month, (hereinafter the "Assessment Due Date") and Special Assessments which are due on the date specified by the Board in the notice of the assessment given

pursuant to Section 718.116(10) of the Act ("Special Assessment Due Date"). The Assessment Due Date and Special Assessment Due Date shall collectively be referred to as the Due Date. All Assessments or Charges not paid within ten (10) days after the Due Date shall be considered delinquent.

- 12.2 A monetary obligation as that term is used herein shall include any regular Assessment, Special Assessment, Fine, or Charge authorized by the Declaration, the Bylaws of the Association or the Condominium Act.
- 12.3 If payment of an Assessment in full has not been received by the Association, at such address/location as the Association may specify from time to time, within ten (10) days of the Due Date, the Association (either itself, or through its agent) will add an Administrative Late Fee of five percent (5%) of the installment due, or \$25.00, whichever is greater. Interest at 18% per annum shall also be added, retroactive to the 11th day after the Due Date until paid.
- 12.4 Once any Assessment is forty-five (45) days past the Due Date, Management will cause a statutory lien notice to be sent. Delinquency for the purposes of this Policy shall be measured from the Due Date, without regard to the ten day "grace period" provided above. Owners shall be responsible for all applicable Administrative Late Fees and interest as referenced above, as well as all reasonable expenses of collections and costs and attorney's fees affiliated with the statutory lien notice.
- 12.5 Once the payment deadline from the statutory lien notice has lapsed and if the amount due has not been paid in full, Management shall refer the delinquency to the Association's attorney. The attorney will then be authorized to prepare and record a claim of lien on behalf of the Association and provide the Unit Owner with notice of intention to foreclose a lien, as required by the Act, in order to collect the outstanding amounts owed, including but not limited to the amount of the delinquent Assessment(s), interest, late fees, attorney's fees and costs, reasonable collection expenses and any amounts that have been accelerated. The Association's attorney's notice will advise the Owner that a foreclosure action will be commenced unless the entire amount indicated on the claim of lien, as well as any sums that have accrued since the date of the claim of lien, are paid within thirty (30) days from the date of the notice.
- 12.6 Any person who is delinquent in the payment of any monetary obligation to the Association by more than 90 days is not eligible to sit on the Board of Directors. If such an individual has submitted a notice of intent to run for the Board, their name shall not be included on the annual meeting ballot where such individual is delinquent on the date of the deadline for submitting a notice of intent to run. However, if such individual remains delinquent at the time of the election, votes cast for such individual shall not be counted and the next highest vote recipient shall be seated, as applicable. Further, such individual shall not be eligible for appointment to the Board, in the event of no election.

- 12.7 Should any person become more than 90 days delinquent in the payment of any monetary obligation to the Association, the Board of Directors shall consider the suspension of such Unit Owners, or Unit occupant, invitee, or licensee's, use rights of the Common Elements and voting rights at a regularly scheduled Board meeting or a special meeting of the Board. In the event that such suspension is imposed at said meeting, the Association shall notify the Owner of such suspension by mail or hand delivery. Such suspension shall continue until all outstanding monetary obligations are brought current. Use rights in all Common Elements shall be included in such suspension, including without limitation, all amenities, and recreational or social facilities, but excluding Limited Common Elements intended to be used only by that Unit, or Common Elements required to access the Unit.
- 12.8 The Unit Owners whose voting rights have been suspended by this rule shall be subtracted from the quorum and voting requirements of any votes taken during such suspensions to the extent permitted by the Act, the Declarations or the Association's Bylaws.
- 12.9 This collections policy shall be adhered to as closely as possible. However, any deviation from or waiver of this Policy will not affect the collections process and cannot be raised as a defense by a delinquent Unit Owner in any collections proceeding. Further, the Board shall have the authority to deviate from or waive the provisions of this Policy, when in the opinion of the Board of Directors, the best interests of the Association are served by such waiver or deviation, including but not limited to situations where substantial hardship or excusable neglect by the Unit Owner has been shown. The waiver or deviation of the provisions of this Policy in one instance shall not require waiver or deviation in any other instance.

13. AMENDMENT

The Board of Directors of the Association may amend these Rules and Regulations from time to time by majority vote at a duly noticed board meeting.

14. MEETING NOTICES

All notices required to be posted on the condominium property for board meetings or owner meetings under Chapter 718, Florida Statutes, shall be posted in/on the bulletin board located on the 1st floor elevator lobby across from the elevators.

END