

RULES AND REGULATIONS OF
CASA DI AMICI, A CONDOMINIUM

Effective March 15, 2007

General: In addition to other obligations and duties set out in the Declaration, every Unit Owner or occupant of a Condominium Unit shall abide by the following Use Restrictions and any Rules and Regulations adopted by the Association which are not inconsistent with the provisions set forth in the Declaration or the Exhibits thereto.

(a) Each Condominium Unit shall be used only for the purpose of a residence in which there shall not be more than six persons continuously residing, excluding visitors and guest.

(b) There are no restrictions on children residing in the Condominium.

(c) The Association has the right to establish additional Rules and Regulations governing the conduct of all residents and also the use of the Condominium Units, Limited Common Elements and Common Elements, so long as such additional Rules and Regulations are not inconsistent with the terms and conditions of the Declaration.

Article 1. Parking and Prohibited Vehicles:

(a) All Unit Owner/resident automobiles shall be parked only in the assigned Limited Common Element garages or in the unassigned Common Element outside parking spaces, if any, on a first-come, first-serve basis. No parking of any automobile, van, boat, boat trailer, trailer, camper, mobile home, motor home, recreational vehicle, motorcycle, moped, vesper or like kind vehicle will be permitted in the streets or Landscaped areas of the Condominium. No Unit Owner, resident, tenant, guest or invitee shall be permitted to park or store any vehicle in the Common Elements or Landscaped areas of the Condominium which is deemed to constitute an eyesore and/or vehicle in disrepair by the Association. Each Unit Owner/resident agrees to notify all guests of the regulations regarding parking and to require guests to abide by such parking regulations. No outside parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods for purposes of actual construction or repair of a structure, or moving in or out and for moving or transferring furniture, or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreational vehicle shall be permitted to be parked overnight in outside parking. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be

parked or stored on the Land, other than in a garage. Any such vehicle or any of the properties mentioned in this subparagraph may be removed by the Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association, and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefore.

(b) No repairing of automobiles, vans, boats, boat trailers, trailer, campers, mobile home, recreational vehicle, motorcycle, moped, vesper, golf carts, or any other property of a Unit Owner or resident will be permitted in the Common Elements or Landscaped areas of the Condominium. Garage doors to covered parking must remain closed when not in use. Nor shall there be permitted any maintenance of any kind to aforementioned vehicles, including but not limited to, oil change, tire rotation, air/oil filter, etc., in the Common Elements, or Landscaped areas of the Condominium. Emergency replacement of a deflated tire, headlamp, windshield wiper(s) or jump starting of a vehicle will be permitted.

(c) No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary.

Article 2. Signs:

No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent", "For Lease" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit or Common Element or Limited Common Element; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors. Additionally balloons, commercial flags, bunting, and any other device designed to attract attention to a Condominium Unit on or in the Common Elements will not be permitted at any time. The practice of placing "For Sale", "For Rent", "For Lease" or "Open House" signs, or signs of a like kind on or upon the Condominium Unit, Limited Common Elements or Common Elements, on selective days in order to circumvent the Declarations, Bylaws and Rules and Regulations will not be permitted.

Article 3. Unit Use:

(a) Each Unit Owner shall maintain his or her Condominium Unit in good condition or repair, including all internal surfaces within or surrounding his or her Condominium Unit, and each Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his or her Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

(b) Each Unit Owner shall maintain his or her Condominium Unit in a clean and sanitary manner.

(c) No owner or resident of a Condominium Unit may make or permit any disturbing noises, as determined by the Board of Directors, in the Building or on the Condominium Property, whether made by the owner or the owner's family, friends, guests, pets or employees, nor may an owner do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or owners of the Condominium Property.

(d) All damage to the Condominium Property caused by the moving and/or carrying of articles therein shall be paid by the Unit Owner or persons in charge of such articles. The Association may require the Unit Owner to deposit funds with the Association as security for any damage caused by moving and/or carrying articles therein.

(e) Soliciting is strictly forbidden. Unit Owners should notify the Association if a solicitor appears, and appropriate action will be taken by the Association or management.

(f) No Owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on such owner's Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with right of other owners or residents or annoy them by unreasonable noises or otherwise, nor shall an owner of a Condominium Unit commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements, nor shall an owner of a Condominium Unit store any hazardous or combustible materials within the Condominium Unit or the Limited Common Elements.

(g) Each Unit Owner or resident shall conform to and abide by the Bylaws and uniform Rules and Regulations in regard to the use of the Condominium Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Unit Owner's property by, through, or under the Unit Owner do likewise.

(h) Each Unit Owner or resident shall allow the Association or its authorized agent to enter any Condominium Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair and/or replacement of any Common Elements which include Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements which include the Limited Common Elements or to another Condominium Unit or Condominium Units.

(i) Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within the Condominium Unit except by a plumber or electrician licensed in Sarasota County, Florida.

(j) No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the board of Directors in writing. Except video antennas including direct to home satellite dishes that are less than one (1) meter in diameter, no outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Board of Directors. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved, in writing, by the Board of Directors, provided, however, pursuant to Section 718.113(4) Florida Statutes, any unit 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 Veteran's Day may display in a respectful way portable, removable official flags, not larger than four and one half (4½) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. An approved flagpole shall not be used as an antenna.

(k) All alterations, modifications and improvements of the Condominium Units shall be made only after prior written approval of the Board of directors as set forth more particularly in Article VIII of the Declaration.

(l) Solar collectors shall be permitted only at locations and on structures as are first approved in writing by the Board of Directors.

(m) Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors. All bulbs of exterior lighting fixtures on a Limited Common Element shall be 60 watts (130V) with a clear glass design as supplied and maintained by the Association. No removal or replacement of bulbs by Unit Owner or resident, nor tampering with, covering of, or rendering garage exterior lighting fixture or bulbs useless, in order to circumvent these provision will be permitted.

(n) All bedrooms and dens in a Unit must be carpeted. Wood flooring, ceramic tile, marble or other hard surface flooring installed in other areas of a Unit must have padding of sufficient quality, weight and thickness so as to minimize the transfer of sound, and such flooring shall be installed in accordance with specifications established and enforced by the Board of Directors.

(o) No Unit Owner shall change, modify, or alter the floor covering on the balconies installed by the Developer without the prior written approval of the Board,

including, but not limited to, the placement of any soft or water absorbing materials on the balconies.

(p) Personal property of Unit Owners including bicycles, barbeque grills motorcycles, mopeds, vespers, golf carts, and similar items shall be kept in the Condominium Units or enclosed areas and/or storage spaces for the Condominium Unit except when in use. Any of the properties described herein may be removed by the Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association, and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefore.

(q) Unit Owners shall not be permitted access to or use of the equipment/mechanical rooms.

(r) Balconies shall not be cleaned with a hose or other means resulting in water drainage or runoff from the balcony; cleaning shall be done with a mopping-style so as to minimize any such runoff which could inconvenience, stain or be a nuisance to balconies, Units and/or Common Element areas on lower floors.

(s) No more than two (2) household pet(s) per Unit shall be permitted by Unit Owners on the Condominium Property, except as approved by the Board of Directors in writing, which approval is subject to the Board's sole and absolute discretion. Any pets approved by the Board of Directors, if any, must be contained on the Unit Owner's Unit and shall not be permitted to roam free. Further, all approved pets must be leashed at all times when not located in the Unit and may be walked only in designated areas. Unit Owners shall be responsible for the immediate clean up and disposal of their pets' waste. No goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept in a Unit. Neither the Board or the Association shall be liable for any personal injury, death, or property damage resulting from a violation of the provisions governing pets and any Unit Owner maintaining a pet on the Condominium Property shall indemnify and hold the Association, each Unit Owner, and the Board harmless from any loss, claim or damage arising from or in connection with the maintenance of a pet on the Condominium Property. The ability to keep such pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium Property.

(t) No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including but not limited to awnings, signs, storm shutters, screens, fixtures and equipment), without the prior written consent of the Board. Patio furniture and potted plants are permitted.

(u) No Unit Owner shall install any audio speakers on the balconies.

(v) Each Unit Owner who plans to be absent from such Unit Owner's Unit during hurricane season must prepare the Unit prior to the Unit Owner's departure by removing any and all furniture, potted plants, and other moveable objects, if any, from the balconies and by designating a responsible firm or individual satisfactory to the Association to care for the Unit should the Unit suffer hurricane damage.

(w) Unit Owners shall not be permitted access to the roof of a Building.

Article 4. Enforcement:

The Casa Di Amici Condominium Association (CDACA) has the authority to levy a fine against any Unit Owner, tenant, invitee or guest under the CDACA's Bylaws, Article V., 5.1, who fails to comply with any of the Rules and Regulations as set forth herein. The Florida Condominium Act, Chapter 718.303 (3) states: "If the Declaration or Bylaws so provide, the Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or it's occupant, licensees, or invitee, to comply with any provisions of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied Units".

Article 5. Pool and Cabana:

(a) Use of the Pool & Cabana is AT YOUR OWN RISK.

(b) Hours of Operation: The Pool and Cabana are open year-round from sunrise to sunset.

(c) Identification is required: Please cooperate with members & officers of the CDA Association and the CDA Pool & Cabana Committee by identifying yourself and showing your CDA or Villa Paradiso ID when asked.

(d) Restrictions: The Swimming Pool & Cabana is for the use of Casa Di Amici and Villa Paradiso residents, their guests and authorized tenants only. Residents may host private social events to which non-residents may be invited provided proper arrangements are made in advance. Residents may not sponsor commercial, community or other civic events, other than events intended to invite public officials to appear and speak. Request for exceptions to the restrictions can be made in writing and may be granted only by the CDA Association. Guests of Unit owners in residence are permitted to use the Pool & Cabana provided proper arrangements are made in advance. Guests will abide by all rules and regulations as they pertain to Unit owners.

- (1) When the “CLOSED” signs are posted, do not use the Pool & Cabana area.
- (2) No diving or jumping is permitted in the pool.
- (3) Smoking is not permitted in the Pool or Cabana area.
- (4) Youths under age of 13 must be accompanied and supervised directly by an adult who will be responsible for their safety and behavior during the entire time they are in the Pool and Cabana area.
- (5) It is recommended that you shower before entering the pool. (Suntan lotions and oils clog pool filters). An outdoor shower is provided.
- (6) Proper swimming attire must be worn in the Pool & Cabana area. It is recommended that you cover long hair or tie it back to avoid clogging the pool filter.
- (7) Children not toilet trained must wear swim diapers, not regular disposable diapers. Otherwise they will not be permitted in the pool.
- (8) No glass containers are permitted in the Pool and Cabana area.
- (9) Food and beverages are permitted in the Pool & Cabana areas that are located at least 10 feet from the pool edge. Please clean up spills and crumbs on the furniture and pool deck to avoid injuries to yourself and others and to avoid attracting insects and rodents.
- (10) Pets are prohibited in or around the Pool & Cabana area, except for certified service animals for people with disabilities.
- (11) Bikes, roller blades, skateboards, scooters and devices of a like kind are not permitted in the Pool & Cabana area.
- (12) Running, ball playing and boisterous and rough play are not permitted in the Pool & Cabana area.
- (13) If you have a contagious disease, please do not use the Pool or Cabana area.
- (14) Persons under the influence of alcohol or drugs may not use the Pool or Cabana area.
- (15) For your safety, the Casa Di Amici Association recommends using a “buddy system”. No lifeguard is on duty in the Pool or Cabana area.

(16) The only floating devices permitted in the pool are personal safety flotation devices, noodles and small one-person floats.

(17) Chairs, tables and lounges must be at least 5 feet from the pool edge.

(18) Place towels on chairs to prevent body oils and suntan lotions from staining chairs.

(19) No audio equipment other than personal headsets shall be permitted.

(20) Before leaving close umbrellas and return chairs to their original location.

(e) Unauthorized use of the Pool and Cabana

Use by unauthorized non-residents should be reported to the Association's office at (941) 966-6844. (During business hours). If an incident occurs after business hours, you should call the Sarasota County Sheriff's office at their non-emergency number (941) 316-1201 to report trespassing on private property. **For emergency assistance, call 911.**

Effective July 5, 2011.

Article 6. Unit Key Rule:

1. Within twenty (20) days of the Board's mailing notice of the adoption of this Unit Key Rule to the Unit Owners, each Unit Owner shall provide the Association with a copy of the current key or keys used to access his/her unit front door.

2. Within ten (10) days of a change to the lock or locks to a unit front door, a Unit Owner shall provide the Association written notice of the change in the lock or locks to the unit front door, which such notice shall include a copy of the new key or keys to the unit front door.

3. Unit keys required herein shall be provided to Lighthouse Management at 16 Church Street, Osprey, Florida 34229, to the attention of the Casa Di Amici Manager.

4. Any Unit Owner failing to provide the Association a unit front door key or keys as provided in Paragraphs 1 and 2 above will be subject to a fine of up to \$100.00 per day and subject to formal enforcement action to compel compliance with this Unit Key Rule. If legal action becomes necessary to collect a fine and/or to compel compliance with this Unit Key Rule, the Association will seek recovery of its attorneys' fees and costs, as provided by law and by the Declaration of Condominium.

5. Further, if a Unit Owner fails to provide a key to the Association and it becomes necessary for the Association to hire a locksmith and/or access the unit by other forcible means, the Association will seek recovery for any expense incurred by the Association due to the Unit Owner's failure to comply with this Unit Key Rule.