

RULES AND REGULATIONS
FOR
NORTHSHORE LAKE VILLAS

Effective January 22, 2011

As amended on March 22, 2011

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RULES AND REGULATIONS
NORTHSHORE LAKE VILLAS

1) APPLICABILITY

These Rules and Regulations shall be supplemental to the provisions set out in the Second Amended and Restated Declaration of Neighborhood Covenants for Northshore Lake Villas (“Declaration”), and the Governing Documents, as defined therein, recorded in the Official Records of Collier, County, Florida at Book ____, at Page _____, as amended and restated from time to time.

2) ARCHITECTURAL MODIFICATIONS AND IMPROVEMENTS

No owner or tenant, or any of their family or guests, invitees, agents or licensees, shall make, or cause to be made, or allow to be made, any alteration and/or structural modification to a dwelling unit, or any modifications which would affect the exterior appearance or configuration of his dwelling unit or lot without the prior written consent of Architectural Review Committee. This includes landscaping, paint color and signage. Please refer to the Architectural Guidelines. The owner is prohibited from making any alteration to the Association Property.

3) PERMITTED USE

- a) No Lot shall be used for other than single-family residential purposes. No trade or business may be conducted in or from any Dwelling Unit, except that an Owner or occupant residing in a Dwelling Unit may conduct business activities within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Dwelling Unit and does not involve door-to-door solicitation of occupants of the Properties, the shipment from, or delivery to, a Dwelling Unit of goods sold in the ordinary course of the Owner's business, or traffic from vendors or customers in and out of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Dwelling Units.
- b) An Owner may have guests occupy the Dwelling Unit in accordance with the Declaration and the registration and other restrictions set forth in these Rules and Regulations. However, the use of a Dwelling Unit on a “time share” or another rotating, transient basis (for example, as a “perk” for the employees, vendors or customers of an Owner or

the Owner's corporation) or as a public lodging establishment shall be deemed a business or trade use and therefore prohibited.

- c) The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.
- d) No excavation of stone, gravel, dirt or earth shall be made on any portion of a Lot, except for the construction of dwelling, walls, foundations, swimming pools, structures and other appurtenances, for which plans and specifications for such excavations have been approved by the Architectural Review Committee.
- e) Open burning to reduce solid waste on any Lot is prohibited.
- f) Owners, their families, guests, tenants, invitees, licensees and other persons on the Association Property will obey all posted parking and traffic regulations installed for the safety and welfare of all owners and occupants.

4) **GARAGES**

- a) No garage shall be used as a living area.
- b) No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have been parked in the garage as originally constructed.

5) **FACTORY BUILT STRUCTURES**

No structure of any kind of what is commonly called "factory built", "modular" or "mobile home" type of construction shall be erected, moved onto or affixed in any manner within the Properties.

6) **LANDSCAPING**

- a) Owners may elect to maintain the landscaping (but not lawn care) their own lots so long as they maintain the same landscaping standards as the other owners in the Association, and they have notified the Association that they wish to perform their own landscape maintenance. If an owner fails to maintain their lot in accordance with the then prevailing standards for maintenance, the Association may elect to maintain the lot at the expense of the owner. The cost of such maintenance shall constitute a lien on

such owner's property and shall be collectible as any unpaid assessment on the lot and shall be collected in the same manner as any delinquent assessment.

- b) Each owner and occupant of a lot must provide irrigation year-round in accordance with the then prevailing standards for irrigation to the maximum extent allowed under applicable government regulations. If an Owner or any other occupant fails to provide irrigation in accordance with the standard, the Association shall have the right to enter upon and irrigate such owner's lot at the owner's sole cost and expense utilizing the owner's irrigation equipment. The cost of such maintenance shall constitute a lien on such owner's property and shall be collectible as any unpaid assessment on the lot and shall be collected in the same manner as any delinquent assessment.
- c) No sprinkler or irrigation systems of any type which draw water from lakes, ponds or other ground or surface waters within the Properties shall be installed, constructed or operated by an Owner or occupant within the Properties.
- d) No Owner or occupant shall permit the growth of noxious weeds or vegetation upon a Lot or any part of the right-of-way between the street pavement and the front Lot line of a Lot.

7) WILDLIFE

No one is permitted to feed the wildlife within the Properties, including but not limited to, raccoons, alligators and ducks.

8) USE OF ASSOCIATION COMMON PROPERTY

- a) Owners, occupants and their families, guests and permitted invitees may use the Association Property only in accordance with the Declaration and these Rules and Regulations.
- b) No Owner or occupant shall make use of the Association Property in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment thereof nor shall any Owner or occupant, or any of their invitees, alter, remove, prune, cut, damage or injure any trees or other landscaping located in the Association Property.
- c) Owners and approved tenants may use the pool area for events only with the approval of the Board. Pool rules must be followed. The event must be open to all owners and tenants, and their guests. The person hosting the event shall be responsible for all clean up and restoration of the area, and any damage that occurs.
- d) Children under the age of twelve (12) years must be accompanied and continuously supervised by an adult on the Association Property. No children under the age of

fourteen (14) may use the pool or pool area unless supervised by an Owner or tenant of an Owner.

- e) Owners and tenants shall be responsible at all times for their occupants and guests, and expressly release the Association from all liability for their use of Association Property.
- f) No person in a dwelling unit or on the Association Property may engage in loud or boisterous conduct that interferes with other owners' ability to use and enjoy their unit or the Association Property, nor may they engage in, other disorderly, profane, indecent, immoral or unlawful conduct.

9) **ASSOCIATION EMPLOYEES AND CONTRACTORS**

No Owner or their family, or tenant, or their family, may give orders or instructions to any Association employee or contractor. In the event that an Owner or tenant requests repair or maintenance of any part of the Association Property, including landscaping, such person must make his request in writing to the Board or the Association's management company.

10) **ANIMALS**

- a) No animals, livestock or poultry of any kind shall be raised, bred or kept in the Properties except that a reasonable number of dogs, cats and other usual and non-exotic household pets may be kept by an Owner only in the Dwelling Unit, provided they are not kept, bred or maintained for any commercial purposes.
- b) Dogs may not be larger than forty (40) pounds at maturity and may not be one of the breeds determined by the State of Florida as "dangerous". A "dangerous dog", as described in Section 767.11, Florida Stats., means any dog that, according to the records of the appropriate authority, has:
 - (1) aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;
 - (2) more than once severely injured or killed a domestic animal while off the owner's property;
 - (3) been used primarily or in part for the purpose of dog fighting or is a dog trained for dog fighting; or
 - (4) when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

Provided, however, that dogs owned by Owners and Family Members which do not meet this size and weight criteria at the time of the adoption of this Declaration, and for which such Owner or Family Member has given written notice to the Board, are considered "grandfathered" and shall not be subject to this restriction.

- c) Tenants and any other persons in permanent or temporary occupancy of a dwelling unit other than an Owner or a member of the Owner's Family may not keep any animals in any dwelling unit, on any lot, or any portion of the Properties.
- d) Any permitted pet must be carried or kept on a leash when outside of a dwelling unit.
- e) Permitted pets shall only be kept subject to and in accordance with these Rules and Regulations, as amended from time to time by the Board of Directors.
- f) Pets must not be an unreasonable nuisance or annoyance to other Owners or occupants, or their family and guests.
- g) All pet owners and caretakers shall immediately pick up and remove any solid animal waste deposited by their pet.
- h) If any pet interferes with the Association's maintenance responsibility, the applicable Owner will be required to assume the obligations for such maintenance, without any commensurate reduction in Assessments.
- i) Each Owner who determines to keep a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liability of any kind whatsoever, including attorney's fees and costs, arising from their having such pet.
- j) If any pet becomes a nuisance to other Owners or occupants, or their family or guests, by barking or otherwise as determined by the Board, the pet owner shall remedy the problem, or upon written notice from the Association, they will be required to remove it from their lot, dwelling unit and the association common property.

11) UNDERGROUND UTILITY LINES AND ELECTRICAL LINES AND WIRES

- a) All electrical and telephone lines and other utility lines must be installed underground.
- b) No structure, planting or other material shall be placed or permitted to remain within the easements for installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with or change the direction or flow of drainage facilities into the easements.

- c) No Owner or tenant, guest, invitee or other persons in permanent or temporary occupancy of a dwelling unit, or any of their agents, may cut or in any way tamper with any electrical wires or cables located in their dwelling unit on lot which are common to, or service, the adjoining dwelling unit or lot.
- d) An easement is granted to each Owner and tenant by all other Owners and tenants for the purpose of obtaining access to their electrical meter.

12) ANTENNAS, SATELLITE DISHES AND FLAGPOLES

- a) No outside antennas, antenna poles, antenna masts, electrical devices, antenna towers or citizens' band (CB) or amateur band (ham) antennas (a "reception device") shall be permitted except as approved in writing by the Architectural Review Committee.
- b) Satellite dishes must be installed as indicated in Attachment "A".
- c) No transmitting or receiving aerial or antenna shall be attached to or hung from any part of a lot or the Association Property.
- d) The Board may require that a reception device be painted or screened by landscaping in order to blend into the dwelling unit and to the maximum extent feasible, removed from view from the street and other dwelling units.
- e) A flagpole shall not be used as an antenna.
- f) The installation and display of flagpoles and flags shall be subject to regulation by the Board, but no Owner shall be prevented from displaying a portable, removable United States flag or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'. All such displays shall conform to Sec. 720.304, Fl Stats. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (1) Federal law or any rule or custom as to the proper display or use of the United States flag; or (2) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Association.

13) OUTDOOR EQUIPMENT

- a) All swimming pool equipment and their housing and any other such outdoor equipment installed after January 1, 2011, must be screened by appropriate shrubbery pursuant to a plan approved by the Architectural Review Committee.
- b) Barbecues and outdoor cooking equipment may be used only on an Owner's Lot.

- c) All oil tanks, bottled gas tanks, air conditioning and heating units, generators and any other such outdoor equipment installed after January 1, 2011, must be screened to the maximum extent possible so that it will not be readily visible from any adjacent streets. Otherwise, adequate landscaping shall be installed and maintained around these facilities. All such equipment, screening, or landscaping shall be subject to the approval of the Architectural Reviewer.
- d) Window or wall air conditioning/heat compressor units are prohibited.
- e) All solar heating apparatus must conform to the standards set forth in the HUD intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems. No solar energy collector attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Architectural Reviewer. No solar panels, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a dwelling unit; and all such equipment shall be painted consistent with the color scheme of the roof of the dwelling unit, to the extent allowed by law. The solar panels must be installed within an orientation to the south or within 45° east or west of due south if such orientation does not impair the effective operation of the solar collectors. This provision is not intended to prohibit the use of solar energy devices.

14) TEMPORARY AND ACCESSORY STRUCTURES

No tents, temporary refuse or waste receptacles or temporary structures of any kind shall be permitted unless their length of use, size, appearance and temporary location shall have been approved by the Architectural Review Committee. The Architectural Review Committee may refuse approval of any tent or temporary structure.

15) SIGNS

No sign, symbol, name, address, notice or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Properties without the written consent of the Architectural Review Committee. Signs which are permitted within the Properties may be restricted as to the size, color, lettering, materials and location of such signs. The Board shall have the right to erect signs on the Association Property as it deems appropriate. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties without the express written consent of the Board. No signs shall be nailed or otherwise attached to trees. All approved signs must conform with governmental codes and regulations and any master design plans for signs as may be established by the Architectural Review Committee.

16) CLOTHING DRYING

No clothing, towels or other articles may be hung from windows, railings or other parts of the dwelling units. No clotheslines or drying yards shall be permitted to be installed or used in any location where they would be readily visible from the street.

17) FIREARMS

No owner, guest, tenant, invitee or any other persons whatsoever may discharge any firearm of any kind.

18) SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot.

19) PERSONAL PROPERTY OF OWNER

All personal property of any Owner, guest, tenant or other occupant of a dwelling unit, including, without limitation, equipment, bicycles, tricycles, scooters, baby carriages, portable basketball goals, canoes, and other boats, and other similar vehicles or toys, shall be removed and stored before sunset in the garage of the Owner, guest, tenant or other occupant. See No. 29 for provisions regarding parking of motor vehicles. Permanently affixed play yard equipment (jungle gyms, forts, slides, swing sets and other similar play equipment for children), including skateboard ramps, are not permitted.

20) OBSTRUCTION OF COMMON AREAS

- a) No Association Property, including all streets, sidewalks and walkways, shall be obstructed in any manner.
- b) Any damage to the Association Property by an Owner or his Family, guests, tenants, invitees or other persons on the Association Property at the invitation or request of an Owner, guest, tenant, or invitee shall be repaired at the expense of the Owner on whose invitation or request such person was present.

21) NUISANCE

- a) No Owner, tenant, guest, or other occupant shall make or permit to be made any disturbing noises within a dwelling unit or on a lot or on the Association Property by himself, his family, his guests, tenants, invitees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Owners or tenants or their families or guests.
- b) Nothing shall be done in any part of the Properties which may be or may become an annoyance or nuisance to any person as determined by the Board. No obnoxious, unpleasant or offensive activity including, without limitation, noise shall be carried on,

nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature.

- c) No Owner, tenant, guest or other occupant, or their families, guests, invitees, agents, visitors or licensees shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated, any phonograph, television, radio, sound amplifier, or other sound equipment of any kind or description in such a manner that other Owners or tenants or occupants would be disturbed or annoyed.
- d) The Board, in its absolute discretion, may permit music to be played on the Association Property for the enjoyment of those attending any Association function, upon prior written request to the Board, and such request must confirm that copyright laws are complied with.

22) DELIVERIES

The Association shall not be responsible for the theft, conversion or disappearance, loss or damage to any item delivered to an Owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence of an Association employee, or agent, all parties delivering items to such employees or agents, and all parties intended to be the recipient of items so delivered hereby assume all risks of theft, conversion, disappearance, loss or damage to such items.

23) SOLICITATION

There shall be no solicitations permitted by any person anywhere in or about the Association Property for any cause, charity or for any other purpose whatsoever.

24) LEASING AND SUBLETTING

- a) No Owner shall be permitted to rent or lease out any dwelling unit more than four (4) times in any calendar year.
- b) The total number of occupants of any dwelling unit is two (2) persons per bedroom, plus two (2) persons, but in no event shall the number of occupants of a unit exceed a maximum of eight (8) persons.
- c) Subletting is prohibited.
- d) No portion of a dwelling unit may be leased or rented (e.g. renting a bedroom or garage).
- e) No dwelling unit shall be used or sold on a time share basis.

- f) Prior to entering into any lease of a dwelling unit, an Owner shall give to the Board a completed Rental Application, a copy of the proposed lease, and any other information concerning the intended lessee as the Association may require, together with an application fee of \$250. This fee, or a portion thereof, is refundable at the Board's sole discretion and covers the cost of reviewing and verifying pertinent information contained in the Rental Application. A blank Rental Application is available on the Association's website, www.nslv.hoaspace.com. Within fourteen (14) days after receipt of the completed Rental Application, and all other information requested by the Board, the Board shall approve or disapprove the lease. If no action is taken within fourteen (14) days, then the lease shall be deemed approved. If the Board notifies the Owner that the lease is disapproved, then the lease shall not be made. The application fee of \$250 shall be made by check, bank check or money order, and shall be made payable to "Northshore Lake Villas HOA."

25) GUESTS

- a) A guest is any person who is not the Owner, a member of the Owner's Family, or an approved tenant of a dwelling unit and their family who permanently reside with them, or the Primary Occupant of an entity that holds title to the dwelling unit. If an Owner, member of the Owner's Family or approved tenant or their family who permanently reside with them are absent from the dwelling unit and are not occupying it, and the dwelling unit has not been leased, the Owner (and not a tenant) may permit the dwelling unit to be occupied by their guests only in accordance with the following:
- b) The total number of occupants of a dwelling unit may not exceed a maximum of eight (8) persons.
- c) If an Owner's Family Member moves into the dwelling unit on a temporary or permanent basis, the Owner must notify the Board in writing.
- d) Guests are permitted two (2) consecutive seven (7) day periods of occupancy in any calendar year in the owner's absence and then only with the proviso that the guest and their family consist of no more than four (4) persons.
- e) No tenant may allow a Guest to occupy a dwelling unit while the tenant is absent from the dwelling unit.
- f) An Owner, or approved Tenant wishing to allow a guest to occupy their dwelling unit shall notify the Board at least forty-eight (48) hours in advance of any guests who will be occupying the dwelling unit in writing, specifying the names and dates of occupancy. A blank Guest Notification form is available on the Association's website, www.nslv.hoaspace.com. No guest may have a pet of any kind.

26) SALE OF DWELLING UNIT

Owners who sell their dwelling unit must submit a completed Purchase Request to the Board, with the fee of \$75.00, at least 30 days prior to the closing of such sale. A blank Purchase Request Application is available on the Association's website, www.nslv.hoaspace.com.

27) STORM PRECAUTIONS

Each Owner, guest, tenant, invitee or other persons in permanent or temporary occupancy of a dwelling unit shall comply with the storm precautions and regulations promulgated by the Collier County Emergency Management Authority.

28) MAINTENANCE OF PREMISES

- a) No rubbish, trash, garbage or other waste material shall be kept or permitted on the exterior of any dwelling unit, any lot or the Association Property, except in closed sanitary containers within a dwelling unit. Such containers shall not be placed outside of a Dwelling Unit except for reasonable periods for pickup at the times and in accordance with the requirements of the franchised garbage removal utility for the Properties. Empty bins must be placed within the garage of the dwelling unit and the garage door closed before sunset.
- b) The Association's landscaping service will pick up your plant waste, tree trimmings and other landscape waste material on a regular basis. Please consult the Association's website for the schedule, which may change from time to time. Owners may not place such waste material at the curb more than 48 hours before the scheduled waste removal day.
- c) In the event of any violation, the Association shall have the right, but not the responsibility, to enter upon any Lot for the purpose of having the refuse, rubbish, garbage, trash or other waste removed, and the expense therefor shall be borne by the Owner of the Lot.
- d) Collier County regulations prohibit sanitary containers from being placed outside before 6:00 P.M. on the day before the designated day for refuse pickup and require that they be returned to the dwelling unit no later than 6:00 P.M. on such day.
- e) No articles of personal property shall be hung or shaken from the doors or windows of any dwelling unit. No Owner shall sweep or throw onto a lot any dirt or other materials or otherwise litter in any way a lot.

29) PARKING

- a) Motor vehicles shall be parked only in the garages or in the driveways serving the dwelling units or in areas designated by the Board for parking, and then subject to the reasonable rules and regulations adopted by the Board. Cars, mini-vans, pick-up trucks and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods.
- b) If the vehicle is used primarily for the transportation of goods then it shall be considered to be a commercial vehicle. All other vehicles, including, without limitation, the following: inoperable automobiles, motor homes, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, travel trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage.
- c) Motor vehicles shall not be parked overnight on roads or swales except that cul-de-sacs may be used for parking of a vehicle on a limited basis for one (1) 48-hour period in any consecutive thirty (30) day period.
- d) Any use of a motorcycle is limited to providing ingress/egress to a lot over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use.
- e) No Owner will permit his vehicles, or the vehicles of his guests, tenants or invitees, to prevent access to the lot of another Owner.
- f) No commercial vendor vehicle of any kind shall be permitted to be parked on the driveway of a lot except for those furnishing goods and services during daylight hours. For the purpose of this provision, the term "commercial vendor vehicle" shall include those vehicles which, for the purpose of advertising a particular business enterprise, contain lettering on the exterior and those which are used for other than strictly personal use. None of the foregoing restrictions shall apply to commercial vehicles or other vehicles of vendors furnishing goods and services to the Association.
- g) No motor vehicle of any kind (including without limitation, off-road sport vehicles, trail bikes, minibikes, dune buggies, golf carts, or other vehicles) or trucks, trailers, boats, vans or sport utility vehicles of excessive length or height (such as those that cannot be kept in the dwelling unit's enclosed garage) campers, motor homes, buses, commercial vehicles of any type (such as any vehicle which has any exterior lettering or logo or has visible tools or equipment), non-passenger vans (such as any van that does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Association Property.

- h) No maintenance or repair shall be performed upon any motor vehicle of any kind (including without limitation, off-road sport vehicles, trail bikes, minibikes, dune buggies, golf carts, or other vehicles) except within an enclosed garage.
- i) Boats, boat trailers or trailers of any kind, campers, recreational vehicles (RVs), travel trailers, motorcycles, motor homes and other similar vehicles, and vehicles which are not in operable condition or validly licensed, may only be kept on the Owner's or tenant's lot if kept in a fully enclosed garage when not in use. A violation has occurred if a vehicle of the described type is parked on an Owner's or tenant's lot for more than six consecutive hours or overnight, whichever is less; provided, however, that functional, licensed motorcycles and vehicles specially equipped for the disabled may be stored on an Owner's or tenant's Lot, or in an enclosed garage without any restriction or limitation.
- j) Any vehicle parked on Association Property or in violation of the above restrictions may be towed by the Association, at the expense of the owner, on 24 hours notice posted on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such posting. Once the notice is posted, neither its removal, nor failure of the Owner to receive the notice, shall be grounds for relief of any kind. The Board shall have the right to authorize the towing away of any vehicle in violation of this rule or to bring legal action to enforce this rule and in the case of either towing or legal action, the costs and fees (including attorneys' fees, if any) are to be borne by the vehicle's owner or violator.

30) GENERAL APPLICABILITY

- a) These Rules and Regulations shall apply to all Owners, their Family, guests, tenants, licensees or other persons in temporary or permanent occupancy, including, without limitation, mortgagees in possession. An Owner's rights to use and enjoy the Association Property may be delegated only to their family members, guests and approved tenants, but only to the extent and subject to the restrictions contained in the Governing Documents and the relevant Owner's rights to use the Association Property.
- b) The failure of any Owner, guest, or any approved tenant to notify any person, including, without limitation, any invitee, guest or licensees of such Owner, guest or approved tenant, of the existence of the covenants, restrictions, conditions and other provisions of the Governing Documents and these Rules and Regulations shall not in any way divest the Board of any right to enforce the covenants, restrictions, conditions and other provisions of the Governing Documents and these Rules and Regulations, and to levy and collect any fine for violations of any covenants, restrictions, conditions and other provisions of the Governing Documents and these Rules and Regulations.

31) OWNER'S RESPONSIBILITY

Each Owner is responsible for informing their Family, tenants and guests of all current rules and regulations of the Association. Each person occupying a dwelling unit must comply with and observe all rules and regulations at all times. Failure of an Owner to notify his tenants and guests does not limit or preclude the Board from requiring compliance from, enforcing the rules and regulations against, the Owner, or requiring the Owner to remedy any violations of the rules and regulations. Each Owner whose tenant or guest violates the rules and regulations may be penalized as if the Owner himself had violated the rules and regulations.

32) COMPLAINTS

Complaints regarding the management of the Association Property, or regarding the actions of any Owner, an Owner's Family, tenants, guests or invitees, , shall be made in writing to the Board or the Association's management company and shall be signed by the complainant.

33) REMEDIES FOR VIOLATIONS

In addition to any remedies provided in the Declaration or elsewhere for violations of these rules and regulations, the Association shall have the right and power to (a) cure the violation at the cost of the Owner, which cost shall be payable as any special assessment, (b) impose a fine on the violating Owner to the maximum extent allowed by law, or (c) both (a) and (b) above. The Association shall comply with all statutory requirements relating to imposing such fine prior to imposing same.

34) ASSOCIATION'S EXCULPATION

- a) Upon prior written application by the Owner to the Board, the Board may make such limited exceptions to the foregoing Rules and Regulations as may be deemed appropriate in the Board's sole discretion, for the sole purpose of avoiding undue hardship or inequity or to comply with law. The making of one exception to the Rules and Regulations shall not be construed as a precedent for future exceptions or waiver of the Board's right and obligation to enforce same. The Board may grant, withhold or refuse permission or approval in any instance where permission or approval is required at its sole discretion and for any reason whatsoever, without any liability of any kind or nature to any person or entity, and the decision of the Board shall be binding on all persons.
- b) Any consent or approval given under these Rules and Regulations by the Board may be modified, added to or repealed by the Board in its sole discretion.

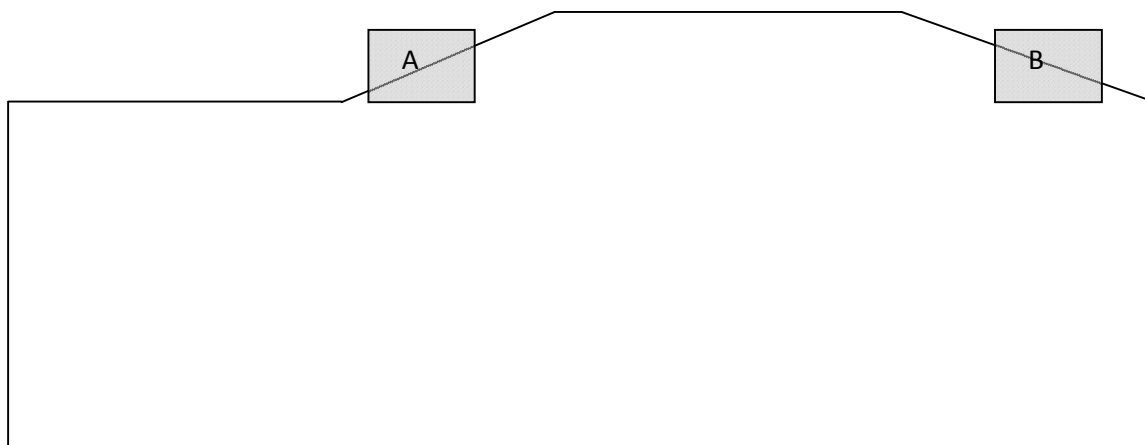
Attachment A

For Satellite Television reception, the antenna must be focused into the lower southwestern sky with no architectural or vegetation restrictions. At Northshore Lake Villas, the following guidelines are provided in compliance with the FCC Regulations.

These guidelines for the Association's policy on this issue, and it is the intent of the Board of Directors to enforce this policy to minimize the visual impact of antennas on our community.

- a. All antennas shall be white in color. For members that installed antennas prior to August 24, 1999, their antennas may be left as is as long as they own the Lot. When the Lot is sold, the new owner must comply with this policy.
- b. For Dwelling Units located on the north side of the community, the antenna should be located where antenna "B" is located along side of the home as shown on the attached illustration, and for Dwelling Units located on the south side of the community, the antennas should be located where antenna "A" is located along side of the Dwelling Unit as shown in the attached illustration.
- c. For Dwelling Units located on the west side of the community, the owner should talk personally with the Board of Directors to determine the best location. It is tentatively believed that antennas located at location "A" would receive the satellite signal. These buildings will be the hardest to reduce the visual impact.

ILLUSTRATION



Front of House



Represents Antenna