

**AMENDED AND RESTATED
RULES AND REGULATIONS
FOR
EMERALD PARK UNIT OWNERS ASSOCIATION, INC.**

**THESE AMENDED AND RESTATED RULES AND REGULATIONS REPLACE
ALL EXISTING RULES AND REGULATIONS.**

The definitions contained in the Declaration of Condominium for Emerald Park, a Condominium (“Declaration”) are incorporated herein as part of these Rules and Regulations. All references to unit owners in these Rules and Regulations (“Rules”) shall also include residents and visitors in the Condominium.

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

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

3. No article, including, but not limited to, cloth, clothing, rugs or mops shall be hung or shaken from the doors, windows, balconies or lanais of the units or placed upon the outside window sills of the units.

4. Installation of satellite dishes requires the prior written approval of the Association. Permissible dishes must be installed on Limited Common Elements and no mounting of hardware or wiring can pierce the Common Elements.

5. A 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, Patriot Day, and Veterans Day, may display in a respectful way portable, removable official flags not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard.

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

7. No unit owner shall make or permit any noises that will disturb or annoy the occupants of any of the units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other unit owners. All radios, televisions, tape machines, compact disc players, stereos, phones, singing and playing of musical instruments etc., will be regulated to sound levels that will not disturb others. No vocal or instrumental practice or any loud and disturbing noise will be permitted after 10:00 p.m. or before 9:00 a.m.

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

7. The Board will adopt hurricane shutter specifications (“Hurricane Standards”) in accordance with Florida Statutes Section 718.113(5), which specifications shall include color, style and other factors deemed relevant by the Board. All Hurricane Standards shall comply with the applicable building code. If not previously issued, the Hurricane Standards will be made available to a unit owner within five (5) business days after the Board’s receipt of a written request for such Hurricane Standards. No hurricane shutters may be installed without the prior written consent of the Association, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform to the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the unit owner’s expense or they shall be removed. Approved hurricane shutters shall not be installed (opened) before the issuance of a hurricane watch by the National Hurricane Center encompassing the Emerald Park location, and shall be removed (closed) no later than ten (10) days after the cessation of a hurricane watch or warning for same (“Hurricane Shutter Time Period”). At no time shall temporary hurricane shutters be stored on the exterior of a unit. Any approval by the Association shall not be deemed an endorsement of the effectiveness of hurricane shutters.

8. Each unit owner who plans to be absent from his or her unit during the hurricane season must prepare his or her unit prior to such unit owner’s departure by:

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

9. Each unit owner shall regularly pick up all garbage, trash, refuse or rubbish around his or her unit. In order to preserve the beauty of the Condominium, no unit owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Emerald Park, including any Common Area or any property contiguous to Emerald Park. All garbage, trash, refuse or rubbish must be placed in proper sized, closed trash bags and placed in the containers provided by the Association and placed outside of the unit for valet trash service, which is provided five (5) nights a week. No trash shall be placed alongside a compactor and no trash shall be permitted in any Common Area.

10. Water closets and other water apparatus in the units shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the unit owner responsible for same.

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

12. The agents and employees of the Association and any contractor or worker authorized by the Association may enter any unit at any reasonable hour of the day for the purposes permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the unit owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case, access is deemed permitted regardless of the hour.

13. No vehicle or other possessions belonging to a unit owner, or to a unit owner's family member, guest, invitee or lessee, shall be parked or positioned in such manner as to impede a neighboring unit owner from ingress/egress to another unit owner's unit or driveway. The unit owners, their family members, guests, invitees and lessees will obey the parking regulations posted by the Association or the Emerald Park Amenities Association, Inc. (the "**Amenities Association**") in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the unit owners. Parking is restricted to the garage and driveways of the units. There is no guest parking within Emerald Park.

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

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

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

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

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

19. Each unit owner shall be held responsible for the actions of his or her family members, guests, invitees and lessees.

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

21. Outdoor grills, fire pits, fire chimineas, or similar devices are not permitted to be used or maintained on any Common Element or Limited Common Element, including but not limited to, any lanai or balcony.

22. Spas, jacuzzis and hot tubs are not permitted to be installed on any Common Element or Limited Common Element, including but not limited to, any lanai or balcony.

23. Complaints regarding the management of the Condominium Property or regarding actions of other unit owners shall only be made in writing to the Association. Unit Owners may not make any complaints in person or otherwise to the manager or the management's employees.

24. A unit owner shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Emerald Park, the Condominium Property, in or upon his or her unit, or in or upon his or her vehicle(s) so as to be visible from the Common Elements or any public way, without the prior written consent of the Association by its Board.

25. Unit owners may keep up to two (2) pets per unit. Only common domesticated household pets in a unit, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Condominium Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association. Any pet must be carried or kept on a leash when outside of a unit or fenced-in area. No pet shall be kept tied up outside of a unit or in any lanai, balcony, porch or patio. Pets must be exercised in the designated areas only, which is the area around the pond located on the north end of the Condominium Property. A unit owner shall immediately pick up and remove any solid animal waste deposited by such unit owner's pet on the Condominium Property. A unit owner is responsible for the cost of repair or replacement of any Condominium Property damaged by such unit owner's pet.

Notwithstanding the foregoing, under no circumstances shall a Pit Bull (as hereinafter defined), Rottweiler, Staffordshire Terrier, Husky, Alaskan Mal-mute, Doberman Pinscher, Akita, Chowchow, St. Bernard, German Shepherd, Great Dane and Dalmatian, Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or "Dangerous Dog" (as hereinafter defined), or which has been deemed a "Dangerous dog" pursuant to Florida Statutes Chapter 767.11, be permitted on the Condominium Property. As used herein: a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics. A "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Condominium Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Condominium Property, or (c) has, when unprovoked, chased or approached any person upon the Roads and/or sidewalks, or any other portion of the Condominium Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Condominium Property (or any portion thereof), or, while lawfully on the Condominium Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault. All pets must be registered, licensed and inoculated as required by law. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

Each unit owner who determines to keep a pet hereby agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such unit owner having any animal on the Condominium Property.

26. No clothesline or other similar device shall be allowed in any portion of the Condominium Property. Clotheslines within a unit shall be concealed from view from all portions of Emerald Park.

27. Passenger automobiles, sport/utility vehicles, mini-trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space must be parked in the unit's garage or driveway provided for that purpose. Parking a vehicle in any space but the foregoing spaces (garage and driveway only) can result in the vehicle being towed. No vehicle may be parked in a fire-lane (roadway). No maintenance or repair shall be done upon or to any such vehicles within the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on the Condominium Property. Parking within Emerald Park is restricted to the garage and driveway only. There is no guest parking in Emerald Park. The Association shall have the right to authorize the towing away of any vehicles in violation of these provisions with the costs to be borne by the owner or violator. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property.

28. Motor homes, trailers, recreational vehicles, boats, campers, vans or trucks used for commercial purposes, gas powered scooters, all-terrain vehicles and gas powered recreational vehicles, other than four-wheel passenger automobiles determined acceptable by the Board, shall not be permitted to be parked, placed or stored in or on Emerald Park.

29. All curtains, shades, drapes and blinds will be white or off-white in color or lined with materials of these colors.

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

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

32. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.

33. Unit owners are permitted to install wood or tile floor covering in the unit so long as such unit owner installs proper soundproofing insulation under such wood or tile flooring. If a unit

owner installs wood or tile flooring without the proper soundproofing insulation in any room other than the bathroom, kitchen/breakfast area or laundry/utility area, then the Association shall have the right to cause such unit owner to remove the wood or tile floor covering. A unit owner shall not be permitted to leave the concrete floor slab uncovered, whether or not the unit owner finishes the concrete slab, including, but not limited to, painting the concrete slab. Floor covering material and colors for lanais and balconies require the prior written approval of the Association.

34. No roof-mounted, in-ground mounted or portable basketball backboards are permitted.

35. Use and discharge of firecrackers and other fireworks are prohibited.

36. Smoking, vaping, or other electronic smoking devices are prohibited on the Condominium Property, including in the units, hallways and elevators.

37. Unit owners are prohibited from communicating with or interfering with vendors who are performing tasks for the Association. Unit owners shall be responsible for any costs or damages incurred by a vendor and/or the Association as a result of a unit owners actions and may also be fined. Any issues or concerns that a unit owner has with a vendor may only be addressed by the unit owner delivering a written complaint to the Association that identifies the vendor, the date and time that the issue arose, the nature of the issue and the unit's owner's request as to how they want the Association to address and resolve the issue.

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

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

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

(a) First Offense (1st Notice)

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

(b) Second Offense (2nd Notice)

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, after the Board has verified the violation, the Board will provide by certified mail at least fourteen (14) days written notice and opportunity to the unit owner, and, if applicable, its licensee or invitee, for a hearing to be held before a committee of other unit owners who are neither Board members nor persons residing in a Board members household to authorize a fine to be levied upon the violating unit owner. If the

committee does not agree with the fine, the fine may not be levied. The fine for a second offense may not exceed the maximum amount permitted by Florida Statutes Section 718 (the “Act”).

(c) Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the hearing of the committee referenced in Section 38(b) above and the committee ruled in favor of the fines being levied, the Owner will continue to incur the daily fine levied by the committee, in an amount not to exceed the maximum amount permitted by the Act.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing as referenced in Section 38(b) above, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

(e) Exemptions and Hearings

(i) Any unit owner may appear before a committee of other unit owners as permitted by the Act to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(ii) If the committee of other unit owners do not agree with the fine, the fine may not be levied. Where the Association levies fines and the committee of other unit owners have consented to such fines, such fines shall be levied pursuant to the procedures set forth in these Rules and Regulations and in accordance with the Act.

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

40. Unit owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association’s lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the Assessment for each delinquent Assessment that the payment is late. Any payment received by the Association shall be applied first to any costs and reasonable attorney’s fees incurred in collection, then to any interest accrued by the Association, then to any administrative late fee, and then to the delinquent Assessment.

41. In the event of any dispute, the unit owner shall pay all of the Association’s attorneys’ fees (including, but not limited to, pre-trial, trial level and appellate attorneys’ fees), costs, and collection and litigation expenses, including, without limitation, attorney fees incurred to determine the Association’s entitlement to recover and the amount of attorney fees to be awarded. Costs shall include, but not be limited to: (i) consultant and expert witness fees, including, without limitation, expert witness fees incurred to determine the amount of attorney fees to be awarded to the Association, (ii) filing fees, (iii) fees for serving the summons, complaint and other court papers, (iv)

court reporter fees, (v) mediator fees, (vi) photocopying costs, (vi) electronic discovery costs, (vii) telephone charges, (viii) mailing, delivery and courier costs, and (ix) information technology support charges.

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

(a) Afford the unit owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other unit owners (“Committee”) appointed by the Board after certified mail of not less than fourteen (14) days written notice. Said notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and

(iii) A short and plain statement of the matters asserted by the Association.

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

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

44. The unit owners should refer to the Use Restrictions contained in Article 8 of the Declaration which are binding upon all unit owners.

45. All notices of unit owners meetings shall be emailed to unit owners and either posted on the bulletin board located at the mailboxes or the front door of the clubhouse building.

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

(a) The Right of Unit Owners to Speak at Meetings

A unit owner shall have the right to speak at a Meeting provided the Association has received a written request at least forty-eight (48) hours in advance of the scheduled Meeting. The following restrictions shall apply:

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

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

(3) The unit owner may speak only on matters specifically designated on the agenda.

(4) The unit owner may speak only once at a Meeting.

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

A unit owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least forty-eight (48) hours in advance of the scheduled Meeting. The following restrictions shall apply:

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

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

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

47. As part of its official records the Association shall maintain a roster of Owners, containing the personal contact information for all Owners in the Condominium (“Roster of Owners”). The use of the Roster of Owners, including all such personal contact information contained therein, is restricted to only matters affecting the Association and the Condominium. Any other use is strictly prohibited and shall be deemed misuse of the official records of the Association. Each Owner contacted as a result of such misuse shall be deemed a separate violation, and any Owner in violation of the proper use of the Roster of Owners shall be subject to a fine or fines imposed by the Association.

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

49. THE UNIT OWNERS SHALL ALSO BE SUBJECT TO THE RULES & REGULATIONS OF THE EMERALD PARK AMENITIES ASSOCIATION, INC., AS TO THE AMENITIES ASSOCIATION PROPERTY.

By Resolution of the Board of Directors of *Emerald Park Unit Owners Association, Inc.*, dated _____, 2023.