

RULES AND REGULATIONS OF RESIDENCES AT NATURE CREEK

The following rules are in addition to any rules stated in the Declaration of Covenants, Conditions and Restrictions. These rules may be amended by appropriate action of the Association. These rules shall apply to all Residential Units

Use and Maintenance of Units

1. **Door Entry and Passkeys.** Unit Owners shall maintain entry devices in good order. The Association shall have the right to establish fees for the replacement of entry devices. The Association shall retain a passkey to the units, and the unit owners shall provide the association with a new or extra key whenever locks are changed or added for the use of the association pursuant to its statutory right to access the units. Duplication of unit owners' keys to common element facilities is restricted in the interest of security. Such keys will be duplicated only with the assistance of the Association manager. The term "key" and "pass key" shall refer to plastic entry cards as well as metal stamped keys.
2. **Interior Changes.** A Unit Owner may not make any architectural changes to the interior of a Unit without prior written approval by the Association. All such changes shall become the maintenance responsibility of the Unit Owner. No Unit Owner shall decorate any part of his Unit or the building so as to change the appearance of the Unit from the outside. Without limitation, this means that a Unit Owner may not paint any balcony, illuminate the balcony or the exterior of the building, display any plants or other objects upon balconies or railings or exterior windowsills or ledges. 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. No one may mount any object upon the exterior or roof of the building without the approval of the Board of Directors in writing.
3. **Exterior Screen Porch.** Any screen porch installed or repaired by an owner shall meet exact as built specifications, and must receive prior approval of plans and contractor prior to commencement.
4. **Fences.** All fence designs and materials shall meet original specifications and must be approved by the Architectural Review Committee.
5. **Exterior Maintenance of Units.** No Unit Owner shall change the exterior design or color of the Unit, including the roof thereof. If a Unit Owner shall not comply with this section, the Board of Directors of the Association shall bring same into compliance and in such event shall have a lien against same to recover its costs.
6. **Porch or Balcony Floor Covering.** In the event that a Unit Owner desires to place a floor covering of any type on the porch or balcony abutting the Unit, the Unit

Owner must receive prior Board approval for the type of floor covering and the method of application.

7. **Non-Disturbance**. Unit Owners shall use their unit in a way that does not unreasonably disturb any other resident. The playing of stereos, radios, televisions, musical instruments and the like must not exceed a reasonable volume at anytime. This applies to public areas and inside units. Between the hours of 10:00 p.m. and 10:00 a.m. the volume shall be kept at a level that cannot be heard outside the Unit in which located.
8. **Animals**. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit, except that cats and/or dogs (not to exceed 2 animals total), may be kept provided they are kept within the Unit and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the other residents. No person owning or in custody of an animal shall allow it to stray or go upon another's Unit without the consent of the Owner of such other Unit. All animals shall be on a leash when outside the Owner's Unit. No animals shall be allowed on the Common Areas. No dogs of the breed of Akita, Chow, Doberman, Pit Bull, Rottweiler, or other aggressive, vicious breeds listed by insurance carriers as uninsurable or high risk shall be permitted on the property. No barking or vicious dogs which may be declared a nuisance may be kept on the Property. No Dogs or cats, shall in any way be detrimental or injurious to the health of the adjacent neighbors. Messes made by pets must be removed by owners or handlers immediately. The directors will designate the portions of the property ("Dog Park") that will be used to accommodate the reasonable requirements of unit owners who keep pets.
9. **Antennas**. There shall be no rooftop or exterior antennas, or "earth stations," or similar signal receiving devices installed on any Unit.
10. **Storage; Clothes Hanging Devices**. No Unit shall be used for the storage of rubbish or permit outside clothes hanging devices. With the exception of an American flag, the hanging of any items (including bathing suits, clothing, tugs, and towels) upon balconies or railings or from windows is prohibited.
11. **Nuisances**. No obnoxious or offensive activity shall be carried in the Unit, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Community.
12. **Signs**. No signs shall be displayed on Units with the exception of a maximum of one (1) "For Sale" or "For Rent" sign not exceeding 36" x 24" in size. The Association may develop uniform sign standards and specifications to which all Owners must adhere. Notwithstanding anything to the contrary herein, Developer and its assigns, shall have the exclusive right to maintain signs of any type and size on Units which they own and on the Common Area in connection with the development and sale of Units.
13. **Vehicles**. No vehicle shall be parked within the Community except on a paved

parking surface, driveway, or within a garage. No trucks or vehicles which are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Community. No boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, and any vehicles not in operable condition and validly licensed, shall be permitted to be kept within the Community. For the purpose of the foregoing sentence, the term "kept" shall mean present for a period of twelve (12) hours or longer. The developer is exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, or marketing of units, as are commercial vehicles used by vendors of the Association while engaged in work at the Community.

14. **Vehicle Repair.** No automobile or other vehicle repairs or like activity shall be conducted on the Community Property.

14. **Trash Receptacle.** Garbage and trash shall be kept in a suitable tightly closed Trash-container. For garbage and trash pick up, transfer all garbage and trash into the dumpster located on the property which is designated for garbage and trash pick up. Trash placed in trash chutes must be securely bagged and may not contain breakable glass objects. Breakable glass objects must be left in the trash chute rooms for pickup by the housekeeper. Food and vegetable scraps are to be disposed of in the individual unit garbage disposals.

15. **Visitors and Guests.** Visitors and guests may use the facilities of the Community as guests of the Unit Owners, and the Unit Owners shall remain responsible for their acts. Unit Owners and their guests, tenants and invitees shall be responsible for any damage to the Common Elements or the Limited Common Elements caused by moving or carrying articles therein. The Association shall restore such damages and the total costs shall be charged to the Unit Owners. All non-owners occupying units will be registered with the manager of the Association at or before the time of their occupancy of the unit. This includes renters and house guests.

16. **Children.** Adults are expected to monitor children under their care and shall be held responsible for the actions of children in their care. Children under 12 may not use the pool or waterfront areas unaccompanied by an adult. Children also will not be permitted to run, play tag, or act boisterously on the Community property. Skateboarding, "Big Wheels," or loud or obnoxious toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the directors.

17. **Hazardous Substances.** No Unit Owner shall store any material or use any portion of the Community in a manner that will constitute a fire hazard. Nothing will be done or kept in any unit or in the common elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the directors. No owner will permit anything to be done or kept in the owner's unit or in the common elements that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code,

18. **Window Treatment.** Only such awnings, shades, window tinting, and sun screens shall be used in balconies or windows as are approved by the Association. All curtains, shades, drapes and blinds will be white or off-white in color or lined with material of these colors
19. **Unit Identification.** A resident may identify his unit by a name plate of a type and size approved by the Association and mounted in the place and manner approved by the Association. No other signs may be displayed in any manner.
20. **Association Access.** The Association, to facilitate its right of access to all Units, shall retain a pass key to the Units, and the Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access to the Units. Duplication of the Owners' keys to Common Element facilities is restricted in the interest of security. Such keys will be duplicated only with the assistance of the Board or the Board's designated agent.
21. **Moving.** Persons moving furniture and other property into and out of units must use the designated access door into the Community and the elevators designated by the directors as service elevators. All such moving must take place Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only. Moving vans and trucks used for this purpose will remain on Community property only when actually in use.
22. **Decorating and Remodeling.** Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays, between the hours of 8:00 a.m. and 5:00 p.m. only, and the rules for decorators and subcontractors must be complied with.
23. **Meeting Notices/Inquiries.** Official notices will be mailed in compliance with the Florida Statutes. In accordance with Section 718.112(2)(a)2, the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period.
24. **Non-Developer Amendments.** These Rules and Regulations may not be amended in a way that would be detrimental to the sales of the Units by the Developer as long as the Developer holds Units for sale in the ordinary course of business.
25. **Risk Management.** Nothing will be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the Board. No Owner will permit anything to be done or kept in the Owner's Unit or in the Common Elements that would result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.
26. **Right to Amend.** The Association reserves the right to change, amend, delete, and/or waive any of the rules set forth herein.

27. **Reference to Other Documents.** These Rules and Regulations do not purport to constitute all of the restrictions affecting the Community and Common Elements. Reference should be made to the Community documents.

Common Areas Restrictions

1. **Non-Obstruction.** The greens, walkways or entrances to the Community Property shall not be obstructed or used for any purposes other than as entrances and exits.
2. **Use of Recreational Facilities.** Recreational facilities will be used in such a manner as to respect the rights of others, and the directors may regulate duration of use, set hours of opening and closing, and schedule use of the facilities.
3. **Bicycles and Toys.** Unit Owners shall not allow bicycles, scooters, skateboards, baby carriages or similar vehicles or toys and other personal articles to remain unattended upon any of the Common Elements. No permanently installed toys or playthings, such as jungle gyms or hammocks, shall be installed upon the Common Elements or the Limited Common Elements without the prior written consent of the Association.
4. **No Solicitation.** No solicitation shall be permitted in or around the Common Elements or any part thereof.
5. **Use of Equipment.** Equipment shall be used only for the purposes intended. Failure of any equipment shall be reported immediately to the management regardless of the responsibility for maintenance in order that proper precautions may be taken. Each Unit Owner shall be responsible for damage caused by misuse of equipment by its guests, tenants and invitees.
6. **Apparel and Accessories Out of View.** Laundry, bathing apparel, and beach and porch accessories will not be maintained outside of the units or limited common elements (balconies, terraces, and cabanas), and such apparel and accessories will not be exposed to view.

Pool and Spa Rules

THERE IS NO LIFEGUARD ON DUTY.

All persons using the pool and facilities do so at their own risk. The Association will not be responsible for any loss of personal property. There are no facilities for checking valuables.

1. **Rules.** All persons must conform to the rules and regulations of the pool. The Association may close or limit the swimming facilities or establish additional rules and regulations whenever such action is deemed necessary for the protection or health and safety of residents and guests. Changes to the rules and regulations will be posted in the pool area.
2. **Pool Hours.** The Association reserves the right to limit the times and days for which the pool will be available. The pool hours will be posted at the pool site. No one is permitted in the pool area at any time the pool is closed. The Association may close the pool at any time if judged necessary. Initial hours shall be: Pool - 7:00 a.m. until 8:00 p.m.
3. **Guest Use.** Use of the pool is restricted to residents and guests. A maximum of four (4) non-resident guests per "resident household" will be allowed on a limited basis. All guests must be accompanied by a resident at all times while at the pool facility.
4. **Tenant Use.** Non-resident owners must complete the tenant pool registration which is available through the Association if they wish to allow their tenants use of the pool facilities. In the event there is a change in family status or if there are any additions or deletions, contact the Association immediately.
5. **Children Use.** A resident eighteen (18) years of age or older must be present and responsible for guest or resident children under the age of eighteen (18). Parents or guardians who accompany children must remain with the children during the time the children are in the pool area, and are responsible for the children's safety and actions, and for any damage which may occur.
6. **Diapers.** Children in diapers are permitted in the pool area provided diapers are covered with rubber/plastic pants. Diapers may not be disposed of at the pool site. They must be taken with the resident when leaving the pool.
7. **Rules.** Posted rules are to be observed at all times.
8. **Diving.** No diving.
9. **Attire.** Proper swimming attire is required at all times. No cutoffs are permitted in pool.
10. **Hazardous Weather.** During inclement weather, such as lightening or thunder, or other conditions hazardous to swimmers, everyone is required to leave the pool area. The Association may close the pool under such circumstances.
11. **No Rough Play.** Screaming, boisterous conduct, unnecessary splashing and throwing a ball or other objects in the pool or pool area is not permitted. No running,

pushing, wrestling, jumping or rough play is permitted in or about the pool.

Flotation Devices. Life preservers, when worn for safety, are permitted in the pool.

12. **No Food.** Food is not permitted on the deck area, at the pool's edge or in the water.
13. **No Glass.** No glass containers are permitted in the pool area.
14. **Drugs and Alcohol.** Persons suspected of being under the influence of drugs or alcohol shall be prohibited from entering the pool area.
15. **Trash.** All residents and guests are required to dispose of trash in the receptacles provided, and recyclable items should be placed in the proper containers.
16. **No Smoking.** Smoking is permitted only in designated areas and an ashtray must be used and discarded of properly.
17. **Radios.** Radios and music players may be used in the pool area only with individual headphones.
18. **No Open Wounds or Bandages.** Persons with infections or contagious health conditions must not use the pool. Swimmers with skin lesions, inflamed eyes, or, discharge from the nose or ears, open blister or cuts will not be permitted to enter the water. No bandages are allowed in the water.
19. **No Animals.** Animals, with the exception of seeing eye dogs, are not permitted in the pool area.
20. **Furniture.** Pool furniture must remain within the pool area. Additional furniture may be brought to be used at the pool, but must be taken out of the pool area before closing each night.
21. **Damages.** Replacement or repair costs for any damaged pool property will be charged to the person or persons responsible. Parents are responsible for any damage caused by their children and residents are responsible for any damage caused by their guests.
22. **Injuries.** All injuries must be reported to the Management Office immediately.
23. **Showers.** All persons must shower before entering the pool.

THE ASSOCIATION AND ITS AGENTS ASSUME NO RESPONSIBILITY FOR ANY ACCIDENTS OR INJURIES IN CONNECTION WITH THE USE OF THE POOL.

PERSONS USING THE POOL RELEASE AND INDEMNIFY THE DEVELOPER AND THE ASSOCIATION AND ITS MEMBERS AND AGENTS FROM ANY CLAIMS IN CONNECTION WITH ANY LOSS OF LIFE OR PERSONAL INJURY OR DAMAGE TO OR LOSS OF PERSONAL PROPERTY.