

**WINDRUSH BAY CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS**

The following rules and regulations are designed to ensure the protection of the rights, privileges, safety, comfort, convenience, well-being and property of our individual owners and for good housekeeping in general. They are believed necessary to promote decent, courteous relations among all Windrush Bay residents whether they are owners, renters, visitors or guests. Owners' cooperation is necessary in assuring that their renters' guests and visitors know and observe the rules. Several words need to be defined for clarification.

DEFINITIONS

1. An **OWNER** is one who has purchased a Windrush Bay Unit and thereby is a pro rata owner of the Condominium buildings and grounds.
2. A **RESIDENT** is one who is residing in the complex for more than 30 days in a three month period.
3. A **GUEST** is one who is visiting overnight or for a period of less than thirty (30) days in a three month period. This period may be extended with the approval of the Board of Directors upon written request of an owner or renter. When guests are residing in an unoccupied unit, owners are to notify the management company.
4. A **RENTER** is one who rents or leases a unit from an owner.
5. A **VISITOR** is one who is invited or drops in for a brief social visit, but does not stay overnight.
6. A **CHILD** or **CHILDREN** means under the age of 16.
7. **FACILITIES** mean clubhouse, laundry room, and pool area.
8. **MANAGEMENT** means both the Board of Directors and the Professional Management Company hired by the condominium association.
9. **THE ASSOCIATION** consists of the owners of record of 139 units.

FOREWORD

The comforts and facilities of Windrush Bay are primarily for the use of residents and guests. Visitors are permitted to use these facilities only with the approval of, and when accompanied by, a resident.

Owners will be responsible for the actions of their renters, guests, visitors and service people. We all must be mindful of the right of others. Owners must provide a copy of the rules and regulations to unit residents.

The Association and/or the Management will be responsible for enforcing these regulations, and it is expected that all owners, residents, guests and visitors will cooperate fully. All residents are encouraged to inform their guests and visitors of these regulations. From time to time it may be desirable to amend these regulations: this will be done only after a proper review and majority vote by the Board of Directors in accordance with the By-laws of the Association.

GENERAL

1. An owner or resident shall maintain his/her unit in a good state of preservation and cleanliness, interior and exterior, at all times so that neither his/her unit nor any other unit will be damaged by his/her neglect.
2. It is prohibited to hang laundry, rugs, etc. from the windows, stairwells, porches, balconies, trees, or from any of the exterior facades or ceilings of the condominium structures. Unenclosed balconies, patios and porches may not be used for storage.
3. Residents shall avoid excessively loud playing of musical instruments, radios, television, and any noises that will disturb or annoy occupants of other units. This is a matter of simple courtesy and thoughtfulness.
4. No one shall post any advertisement or poster of any kind in or on the windows, porches, or other areas of a unit or automobile visible from the exterior of any part of the common elements except as authorized by the Board of Directors.
5. Nothing can be installed on the unenclosed exterior of the building or the common area or that protrudes through the walls or roof of the project except as authorized in writing by the Board of Directors.
6. The unenclosed exterior of the units and all other areas appurtenant to a unit, including the porches, balconies, and patios shall not be painted, decorated, or modified by any owners in any manner without prior written approval of the Board of Directors.

7. Sidewalks, entryways, passages, stairways, and corridors shall not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises.
8. Any damage to buildings, recreation facilities or other commons areas or equipment caused by any owner, his/her children, guests, visitors, renters or residents of the unit or their service people shall be repaired at the expense of the owners.
9. Any consent or approval given under these rules and regulations by the Board of Directors must be in writing.
10. Agents of the Association, and the contractors or workmen authorized by the Association may enter any unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of the Condominium or by the By-laws of the Association. Except in emergency such entry will be made by prearrangement with the resident.
11. Renting or Leasing of the unit by the owner is permitted upon written notice to the Management Company and approval of the Board of Directors subject to the Declaration of Condominium and its By-laws. The Management Company will supply an appropriate form for this purpose. A fee, set by the board, is required for processing. A copy of the Rules and Regulations will be provided upon receipt of said fee. Renting or leasing of any unit is permitted for only a period of 3 months or longer subject to Section 10.3 of the Declaration of Condominium. Leases for longer than one year must be approved by the Board of Directors subject to Section 11.2(a)(2) of the Declaration of Condominium. No subletting is permitted.
12. Repeat, consecutive year leases in the same unit are subject to item 11 above however the processing fee will be waived.
13. When a unit is rented, the unit owner assigns his rights to use the association facilities to his renter for the duration of the rental period, unless the owner owns/occupies an additional unit.
14. No one except authorized persons will be permitted on the roof of the buildings.
15. Each owner or resident who plans to be absent from the unit during the hurricane season (June-November) must prepare his/her unit prior to departure by removing all furniture, potted plants and other movable objects from unenclosed balconies, porches, and patios.
16. Occupancy of condominium units is limited to two (2) residents per bedroom.

17. Keys:

- A. Each owner may obtain one key from a Board member which is required to enter the pool, laundry and clubhouse.
- B. Keys are not to be duplicated or loaned to others. Renters and guests are to obtain all keys from the owner. A charge of \$10.00 will be made for replacement of a lost key.
- C. Mailbox keys are to be obtained from the post office.
- D. Unit owners are to submit a duplicate key for their unit to the Board of Directors for emergency entry.

18. Insect Control

All units will be subject to the insect control procedure specified by the board of directors. Any refusal to allow this procedure must be accompanied by a doctor's letter along with the procedure the unit owner will use to prevent insect infestation. The expenses to correct all damage caused by insects to that unit and any other units as a result of an owner not complying with the standard procedure will be assessed to that owner.

USE OF THE FACILITIES

- 1. All residents and guests are authorized to use the common facilities except that children under 16 years must be accompanied by an adult.
- 2. Visitors are to be accompanied by a resident when using the facilities.
- 3. Pool and Clubhouse privileges shall be suspended to any owner, his/her guests and tenants when the owner becomes 90 days delinquent on the payment of any Association fees. Such suspension shall remain in effect until all delinquent fees are current.

POOL RULES

- 1. No lifeguard on duty. Use pool at your own risk. NO DIVING.

2. Pool hours are Dawn to Dusk. To conserve on heating costs a thermal pool cover is used each night (unless very high winds) when the heaters are turned on (usually Nov., Dec., Jan., Feb., and March). The pool cover is to be completely rolled up by the first people at the pool each day (or by the maintenance man about 8 a.m. on Mondays and Fridays). Pool cover must be fully removed before anyone enters the pool. The last people at the pool at dusk or any other Windrush residents in the general area at dusk are expected to cover the pool.
3. Safety line must be in place at all times.
4. Swimmers must remove lotions and oils before entering the pool. Shower before entering the pool.
5. Guests must be accompanied by their resident host.
6. Pool usage is limited to a total six (6) guests per unit at any one time.
7. Children under sixteen (16) years of age may not enter the pool unless accompanied by an adult.
8. No balls, tubes, floats, toys, etc. allowed in the pool or pool area, with the exception of noodles and children's arm swimmies .
9. No running, jumping or horseplay allowed in the pool or pool area.
10. Children not toilet trained are not allowed in the pool.
11. No food or beverage in the pool area.
12. No animals or glass allowed in the pool area.
13. Persons with open cuts, skin abrasions or those who are ill should not enter the pool.
14. All trash is to be placed in containers provided and not in ashtrays.
15. All chairs should be returned to position prior to leaving.
16. All residents have the authority to enforce all rules.
17. Bathing suits are the only appropriate swim wear. No cut-offs permitted in the pool.
18. Smoking including e cigarettes is not permitted in the pool area. . Designated smoking area is on the Clubhouse North Patio.

19. Chairs or lounges may not be reserved.
20. Maximum number of people in the pool is twenty (20).
21. The Board of Directors reserves the right to deny use of the pool and facilities for rule violations.
22. The pool gate will be closed and locked at all times. A key is required to enter and exit the pool area. The key is the same key used to open the clubhouse.

LAUNDRY ROOM

1. All machines, dryers and filter trays should be cleaned after use.
2. Persons using the laundry room are responsible for leaving it clean.
3. Clothing may be removed by others from fully cycled unattended machines.
4. Hours 8:00 a.m. to 8:00 p.m.
5. This facility is for the use of residents and guests only.

CLUBHOUSE

1. The clubhouse will be locked at all times but available to residents, their visitors and guests under the following conditions:
 - A. Residents, owners, renters and their guests and visitors are pledged to observe these rules. Violation will result in appropriate penalty action and liability for damages incurred. Management reserves the right to deny use of the clubhouse to anyone not observing these regulations.
 - B. Persons unlocking the clubhouse will be responsible for locking it when leaving.
 - C. Barbecuing is permitted by residents and guests on the northwest patio of the clubhouse. Two gas grills are provided to be used at your own risk. The resident is responsible for cleaning the grill and area after the barbecue.
2. The clubhouse is available to resident owners and renters for private social affairs providing that the affair has no commercial, business, religious or promotional connotations. The following conditions must be met:

- A. A written reservation request must be submitted to the Board of Directors at least two (2) weeks prior to the desired date stating the type of event, day, hours, size of the group and resident's name. The request must be accompanied by a \$150.00 deposit payable to Windrush Bay Condominium Association.
 - B. The sponsor must remain in attendance during the event, prevent any disturbing noise or loud music in consideration of those living nearby and indemnify the association against loss, damages or expense, including legal expense. If the facility is properly cleaned by 4:00 p.m. the following day and is undamaged the \$150.00 deposit shall be refunded within two business days.
 - C. The pool area is not to be used by the attendees of the affair.
 - D. The sauna and gym equipment are not to be used by the attendees of the affair.
 - E. Other condominium residents and guests may use the clubhouse facilities, i.e. gym and restrooms.
3. Persons entering the clubhouse must wear appropriate cover and sandals or shoes. No one shall use the interior furniture wearing a wet bathing suit, sun tan oils or creams. Please protect the furniture and equipment.
 4. Visitors using the clubhouse must be accompanied by a resident.
 5. Children may not enter the clubhouse unless accompanied by an adult.

PETS

A conditional license to maintain one domestic house pet is granted to the resident in his/her residence unit subject to the conditions and reservations below:

1. Dogs must be kept on a leash at all times while on common areas.
2. Cats must be housed within the owner's apartment and not permitted to run loose.
3. Dogs must not be curbed near the buildings, walkways, shrubbery, gardens or other public places. Their owners must carry with them a visible provision to clean up after their dog immediately.
4. Cat litter must be discarded in the dumpsters; not in toilets.
5. Owners shall assume full responsibility for any damage to person or property caused by his/her pet.
6. Pets are not allowed in the clubhouse, laundry room or in the swimming pool area.

7. Guests and visitors of a resident shall comply with all rules and regulations regarding pets.
8. No pet shall weigh over 20 pounds.
9. All pets must be registered with the Association.

The above conditional license is subject to revocation and termination at any time by the Board of Directors upon their sole determination that such pet is either vicious or is annoying other residents or otherwise is a nuisance.

PARKING AND DRIVING

1. Parking spaces are for licensed and operational passenger automobiles only. No boats, trailers, trucks, motorcycles, motorbikes, motor scooters, mopeds, commercial vans, motorhomes, campers or other objects shall be placed in or around parking spaces. No resident or any other person may repair or store or place on blocks or otherwise maintain any motor vehicle on the premises. Violations will result in fines and/or tow away. Commercial vehicles may park on the Association's premises in order to conduct legitimate business only, but may not remain overnight without permission from the Management.
2. Each condominium unit in Phase 1 is assigned one numbered parking space for its exclusive use, two spaces in Phase 2. All other parking spaces are designated "guest" and may be used by all on a temporary basis (first come, first served). There is a three car limit per unit, the first of which must be in the unit assigned parking space.
3. Because of the fragility of the underground watering system and potential ground damage there is to be no driving or parking on lawn areas. This restriction includes service and moving trucks. Persons causing damage to sprinkler heads, lawn turf, signs, etc. will be billed for the cost of repairs or replacements. Owners are responsible for any damage caused by their renters, guests, visitors and service providers.
4. Automobiles will be operated in a safe, quiet and responsible manner, and posted speed limits will be observed.
5. The space and facilities provided at the Gulf end of the driveway are reserved for residents washing their automobiles. Restrictions due to water shortage may apply.
6. No renter may leave their car at Windrush Bay after the end of their lease.

CITATIONS, WARNINGS AND FINES

Observed violations are to be reported to the Board of Directors or the Management Company. An authorized representative will issue a written citation. This is a warning. If corrective actions are not taken the owner will be subject to corrective action by the association.

MISCELLANEOUS

1. No common area is to be used for commercial purposes without written approval from Management.
2. Use of the Western Gulf Point limited to hours between 5 a.m. and 10 p.m.. At no time is biking, skateboarding etc. permitted. Access to the point is for foot traffic only.
3. All workers hired by owners and residents must be insured for Workers Compensation and Bonded. Unit owners assume liability for any injuries to uninsured workers that they employ or damage that occurs in violation of this rule.
4. Requests for Association maintenance service applies to common and limited common areas only. Unit interiors are the sole responsibility of the unit owner. All requests must be made via written Work Order forms that are located in the laundry room or on the Association web site.
5. Unit owners seeking removal or replacement of any unit structure, e.g., wall, door, window, screen door, sliding door, must first submit a written request for such action to the Board of Directors. The Board will provide a written response to said request approving or denying said request along with any required specifications.
6. Bulletin Board Usage:
 - A. When posting an item on a Bulletin Board it must be dated and may remain up for a maximum of two weeks.
 - B. No commercial postings are allowed except on the laundry room bulletin board.
7. In enclosed lanais, painted walls are to be light in color and subject to Board review.

CONTRACTORS AND MAINTENANCE PERSONNEL

1. Contractors and maintenance personnel are under the supervision of the Association.
2. Only persons authorized by the Board shall supervise or direct same.

Emergency and Management phone numbers are listed in the Windrush Bay Telephone Directory and on the Association Web Site.