

BOARDWALK CAPER V RULES AND REGULATIONS

Amended by the Board of Directors, April, 2019

The following are the Rules and Regulations of Boardwalk Caper V Association that have been formulated by the Board of Directors under the guidelines of the Boardwalk Caper V Declaration of Condominium adopted by a majority vote of the Unit owners on April 6, 2017. By law the Board of Directors has a fiduciary duty to enforce these rules whether or not a complaint is filed.

In addition to any other obligation, duty, right, and/or limitation imposed on them by the Association's Declaration of Condominium, Articles of Incorporation, and Bylaws, and the Florida Condominium Act, all owners shall be subject to and agree to abide by the following restrictive Rules and Regulations, which shall be applicable to all condominium units and to their owners, families, guests, invitees, tenants, lessees, heirs, successors and assigns.

1. Activities Requiring Board of Director Approval

- 1.1** In all cases where Board approval is necessary, the request and the approval must be in writing. To apply for approval, submit your request to a Board member or the management company.
- 1.2** No structural changes may be made in any unit, including the lanai. No alteration may be made that extends into a common element. All remodeling requires Board approval and submission of a written request, accompanied by appropriate required documents. **ANY WORK STARTED BEFORE BOARD APPROVAL WILL BE IMMEDIATELY STOPPED BY MANAGEMENT AND MAY REQUIRE RETURN OF ALTERATIONS TO THE ORIGINAL CONDITION.** For more detailed guidelines, see the Declaration of Condominium, Section 11.3-11.8, pages 14-16.
- 1.3** Unit owners with a disability and who request a service animal that exceeds the weight limit for pets shall supply to the Association Board verification of their need from the individual's physician. The physician shall be a Board Certified specialist pertaining to the individual's disability and must supply a description of the need accommodation and the relationship between the person's disability and the need for the requested certified service animal.
- 1.4** Unit owners must obtain prior written approval for replacement of floor coverings both in the unit and in the lanai and demonstrate that the materials and manner of installation will provide sound deadening qualities or, in the case of the lanai, will have a water barrier membrane to protect the concrete and re-bar.
- 1.5** Unit owners must obtain written approval for installation of any kind of hurricane protection by submitting a written request to a Board member or management, along with the specifications of the requested installation. All replacement windows and doors must meet or exceed current State of Florida, Miami-Dade County and Lee County building codes and requirements and are an exterior alteration requiring approval by the Boardwalk Caper V Board of Directors. Unit owners must submit a "Request for Review of Architectural Modification" form. Windows and doors must be installed by a licensed contractor

according to the window manufacturer's specifications and installation instructions. Windows must be constructed of vinyl or aluminum only. Wood construction is not allowed. Window mullions, grills, transoms and frames must be white and match the existing windows and doors in appearance. Doors must be white, solid 6-panel, with no light (window).

- 1.6** The sale or transfer of a unit is subject to prior written approval under Section 15 of the Declaration of Condominium, pages 26-28. The owner wishing to sell or transfer his unit must first submit a copy of the proposed sale and a fully completed application for approval of the sale not less than 20 days prior to the proposed closing date. The Association may charge an application fee in the highest amounts permitted by law.

2. Use of Individual Units

- 2.1** No unit shall be used for any purpose other than a single-family residence or dwelling. No commercial operation or business may be conducted from any unit, nor may any unit be used for any commercial purpose. This restriction does not prohibit any owner from keeping his personal, business, or professional records in his Unit, or from handling his personal, business, or professional telephone calls or written correspondence in and from his Unit. Such uses are incidental to residential use.
- 2.2** The Association is responsible for all maintenance and repair of the Unit's boundary, ceiling and load bearing walls but not the decorated surface of such walls or the interior non-load bearing partitions. The Association is also responsible for painting the outside of the front door and the outside walls of the lanai and for maintenance and replacement of storm doors. For more details, see the Declaration, Section 11.1, pages 12-13.
- 2.3** Unit owners shall maintain their units in good condition and repair. Unit owners are responsible for the maintenance, repair and replacement of all doors and door frames, windows, window glass, window frames, glass sliders to the lanai and frames, all screens, storm shutters, Plexiglass sliders, lanai flooring and railings. Repair of damage to the interior of the unit that does not extend to the boundaries of the unit is the responsibility of the unit owner. For details, see the Declaration, Section 11.2, pages 13-14.
- 2.4** Fees are determined by the Association budget and cover all operating and maintenance fees of the Association and of the Community Service Association. In addition, reserve fees are accumulated for such long-term maintenance items as painting and roof replacement.
- 2.5** The Association purchases liability insurance for the building and common elements, and it also purchases property/hazard insurance (flood, fire, vandalism, etc.), workers' compensation insurance, and errors and omissions insurance for board members.
- 2.6** The unit owners are required by the Declaration of Condominium to purchase general liability insurance of at least \$100,000 in coverage. The unit owner is responsible for furnishing proof of insurance to the management company yearly. Failure to do so can result in the Association purchasing insurance for the unit owner and assessing the unit owner the cost. Further insurance recommendations are outlined in the Declaration, Section 16.1, page 28.

3. General Rules

- 3.1 Unit owners shall be permitted to have visitor occupants of any age for any length of time, provided that at no time shall there be more than six (6) individuals dwelling in any one unit. Renters or lessees may not have more than two (2) people per bedroom staying overnight in the absence of the owner. See Declaration, Section 14.1 (C), page 23.
- 3.2 All occupants shall use extreme care about making noise by using musical instruments, radios, televisions, amplifiers, or having visitor gatherings that may tend to disturb other occupants. No occupant may play a musical instrument or operate a loud speaker of any type between the hours of 10:00 PM and 9:00 AM in a manner capable of disturbing other occupants. No occupant shall commit or permit any nuisance or immoral or illegal act in his unit or any common or limited common element.
- 3.3 Construction noise is limited to 9:00 AM to 6:00 PM.
- 3.4 All shades and draperies visible from the exterior of the building shall be white or off white or shall have a white lining as visible from the exterior of the building.
- 3.5 No sign of any type may be placed on exterior walls of the common or limited common element. Seasonal decorations are permitted in the lobbies.
- 3.6 Owners may post personal messages, such as items for sale, on the building bulletin board using 3 by 5-inch cards that are dated and subject to removal after one month. The bulletin board outside the BWC V meeting room is used for posting scheduled meetings. The bulletin board outside the CSA room is under the control of CSA.
- 3.7 Only unit owners in residence are permitted to keep small pets, including birds, tropical fish, cats or small dogs under twenty (20) pounds. **Renters and/or guests are not permitted to have pets in the unit.** Owners shall not permit such pets to disturb or annoy other occupants of the buildings. No such pets shall be raised for commercial purposes, and no more than one dog or one cat may be kept at any time by an owner. Any pet not mentioned must have Board approval. No pet is permitted outside the unit except on a leash and accompanied by the owner. The owner is responsible for cleaning up after his pet immediately. Any pet determined by the Board to be a nuisance will be immediately removed from the premises on demand.

4. Use of Common Elements

- 4.1 Unit owners, their guests, families, invitees, renters or lessees shall in no way deface, mar or make any alteration or replacement or change in any way the common elements, and the unit owner shall be liable for any damages thereto.
- 4.2 Personal items may not be stored in or on common areas or anywhere in the parking garages. Such items may be placed temporarily in the garages for no more than 24 hours while awaiting final disposal. See Sections 12.3, 12.4 and 12.10, pages 20 and 21, of the Declaration for a complete explanation of use of the parking garages. **Storage of personal items is not permitted in the parking garages.**
- 4.3 No owner may park in an assigned parking space of another owner without permission of that owner, and the use of assigned and unassigned parking spaces is subject to regulation by

the Board of Directors. No vehicle that is leaking gasoline or oily fluids may be parked on Association property, including the outside parking spaces.

- 4.4 Bicycles must be stored in the areas designated for that purpose and must be in working order. No unit is entitled to store more than two bicycles in the designated bicycle storage area or rack. When residents are gone for an extended period or during hurricane season, bicycles must be stored either in the storage locker assigned to each owner's respective unit or in the unit itself.
- 4.5 Recycling is required by Code in Lee County, and violations are subject to fines. Recycle containers are located in the dumpster area between the two buildings on the ground floor. Boxes must be broken down. All other garbage or trash shall be in a closed trash bag and deposited in the containers supplied. Please use the kitchen sink disposal for all wet garbage when possible. Nothing should be left on the dumpster floor or outside of the dumpster, as it will NOT be picked up.
- 4.6 Children under the age of twelve (12) shall not be left unattended in or about the common areas.
- 4.7 Limited Common Elements: A limited common element is owned by the Association but is reserved for the exclusive use of a unit owner. These include the assigned parking spaces, the storage area assigned to the unit, and air conditioning equipment located outside the unit.
- 4.8 Each unit has a designated storage room in the garage. The Association does not insure the contents of the storage units. **Flammable products may not be stored in the storage rooms or the workroom in building 7.** It is a violation of fire safety codes. Also, high amperage equipment such as welders or freezers and other such equipment may not be connected to the commonly supplied electrical service to BWC V and are prohibited in the storage area. This electrical service may be used for lighting, small power tools, battery charges and similar equipment.
- 4.9 No person may post or display "For Sale," "For Rent," "For Lease," or any other signs of whatever type anywhere on the Association's property, including in unit windows, in vehicles while on Association property, or on lanais.
- 4.10 No personal belongings may be kept in the hallways, stairwells or common areas, including the parking garages. Nothing may be hung on the handrails.
- 4.11 The Florida Clean Indoor Air Act prohibits smoking in areas that are enclosed common elements. Smoking is also prohibited in all common areas of the buildings, including walkways, stairwells, garages and adjacent sidewalks.

5. Lanais

- 5.1 The lanai is owned by the Unit owner, who shall be solely responsible for the cleaning and maintenance of their lanai and any landscaping on the lanai. No structure shall be permitted on the lanai that in the sole opinion of the Board detracts from the aesthetics of the building or is not permitted in the Documents of the Association. Unit owners are responsible for the maintenance, repair and replacement of lanai screens, acrylic and/or glass sliders and framing, storm shutters, wiring, lighting, fans, flooring and railings. The Association is responsible for painting the exterior walls of the lanai.
- 5.2 Only electric grills may be used on the lanai.

6. Renting and Leasing

- 6.1 See Section 14, pages 22-26, of the Declaration of Condominium for details regarding the legal requirements for renting and leasing.
- 6.2 **No unit may be rented or leased more than four times in one year, and the rental or lease period must be for a minimum of 30 continuous days.** No new lease may begin until at least 30 days have elapsed since the first day of the last lease.
- 6.3 No subleasing is allowed. It is the intent of this restriction that the condominium does not qualify as a “public lodging establishment, as defined in Chapter 509, Florida Statutes, as amended from time to time.
- 6.4 All the provisions of the Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or renter or guest to the same extent as the owner of the unit.
- 6.5 A covenant shall be deemed to be included in every lease or rental agreement, whether oral or written and whether specifically expressed or not, on the part of each occupant to abide by the Rules and Regulations of the Association, which, as the owners’ agent, has the authority to terminate any lease or rental agreement and evict the tenants in the event of a breach of such covenant.
- 6.6 It is the responsibility of the unit owner to advise the Board via the management company by filing an application for approval to purchase or lease a condominium unit. The application must be filed twenty-one (21) days prior to any rental or lease and include the period of the rental or lease and the names of all persons who will occupy the unit. An application fee may be charged to the unit owner as determined by the Board and should be submitted with the Application.
- 6.7 Unit owners must supply their renters or lessees with a copy of the Rules and Regulations, and the lessee must sign for having received same.

7. Use of Boardwalk Caper Amenities

- 7.1 **Tennis Courts:** Two (2) courts are open daily. Play is limited to one hour if others are waiting. Wear appropriate shoes. Close the gate when you leave and at night turn off the lights.
- 7.2 **Swimming pools:** There are four (4) pools at Boardwalk Caper, and Association owners are entitled to use any of them. No life guard is on duty, and you swim at your own risk. Children under twelve and non-swimmers must be accompanied by a competent swimmer over the age of 18. No diving, running or rough play are allowed. No pets are allowed in the pool area. No glass containers are allowed. Pool furniture may not be removed from the pool deck. Children under 12 are not allowed in the spa at pool #2 without an adult present.
- 7.3 **Boardwalk:** The boardwalk is for walkers. Wheeled vehicles other than strollers or wheel chairs are not allowed. No bicycles are allowed.
- 7.4 **Sport court:** The court is adjacent to the tennis courts and may be used for sports like basketball. Wear appropriate shoes.
- 7.5 **Shuffleboard court:** The shuffleboard court is adjacent to pool #4. Equipment is on site.

8. Compliance and Penalties

- 8.1** It is the responsibility of the unit owner to keep the management company advised of a current address and phone number at all times. If the owner is not in residence, the management company must be able to reach him in the event of an emergency. Giving the management company only the address and phone number of the unit is not enough unless the owner is in full-time residence.
- 8.2** Owners must provide the management company with a key to their unit(s) in case of emergency. If the Association is not provided with a key or other means of accessing the Unit, the owner shall pay all costs incurred in gaining entrance when necessary to protect Association property.
- 8.3** The Association may create a lien against any unpaid charges for any service that the Association provides for an individual owner. See the Declaration, Sec. 10.12, page 12.
- 8.4** Owners must provide the Association with a key or other means to move any vehicles left on the condominium property when they are not in residence, or the Association may move the vehicle and charge the owner for the expense if it is reasonably necessary to do so for maintenance or other proper purpose. See Declaration, Sec. 12.3 (J), page 20.
- 8.5** Maintenance fee penalties: Unit owners who are late in paying their maintenance fees by ten (10) days from the due date shall automatically incur a late fee of \$25, or the maximum allowed by law, as well as interest of 18%, or the maximum allowed by law, from the due date.
- 8.6** Owners will be notified by registered mail of the intent to file a lien on the unit if maintenance fees are not paid by thirty (30) days from the date of such notice. The owner will also be responsible for all fees, including legal fees, related to filing the lien. The Association reserves the right to accelerate the due date of all assessments for the year if a unit owner is consistently late in paying fees.