

COMMUNITY POLICIES
Green Cay Village Condominium, LLLP
Green Cay Village Town Home, LLLP

**OFFICE SERVICES, RESIDENT INFORMATION,
RULES & REGULATIONS**

WELCOME!!! We are proud that you have chosen this community as your home. It is the pleasure of our office staff to acquaint you with the privileges and responsibilities of residency and to assist you in any way. Please read through our Community Policies carefully as you have signed off on them in your lease and will be held responsible for following our policies.

MOVE IN POLICIES AND PROCEDURES:

- Please be considerate of your neighbors and refrain from moving during “quiet hours”.
- Boxes must be broken down before discarded for both condo and town home residence.
- Any boxes that are left in compactor area and not broken down or put in the proper bins will result in fines.
- In order to obtain gate access clickers (for Condos) or swipe cards (for Town Homes) you will need to make an appointment with the association manager (Monday – Friday office hours). Please note that you will need to bring a completed Vehicle Registration Form, a copy of the front page of your lease, and your driver’s license in order for them to sign out the clickers/cards to you. Their office is in the clubhouse, and the phone number is 561-638-1622. Again, this is by appointment only.
- Please return the completed “Move In – Move Out Inspection Form” to the office within seventy-two (72) hours after move-in. If your apartment needs immediate repairs, please complete a separate Service Request form and we will make them a priority on our maintenance schedule.

MAINTENANCE

Please make maintenance service requests by telephone or at the leasing office during office hours. If a maintenance emergency occurs during the day, please call the office immediately at (561) 736-1440. If a maintenance emergency occurs after office hours, please contact our after hours answering service at (561) 736-1440. We are unable to assist with lockouts after hours.

WHAT IS AN EMERGENCY?

- No electricity or power throughout the apartment, malfunctioning stoves, and refrigerators.
- No water throughout the apartment.
- No AC or heat. (Please note: some repairs may not be possible after dark or in inclement weather).
- Water intrusion in the apartment.
- Backed up sewage throughout the apartment.
- Fire Hazards. Always call 911 first!
- Compromised resident safety.
This may include break-ins, broken windows, broken smoke alarms, and broken exterior building or parking lot lighting.
A locksmith should be contacted for broken exterior locks, malfunctioning keys, and lost keys, that result in resident being locked out of their apartment after office hours. Requested repairs due to break-ins will be made only after a police report has been filed.
- Damage from a storm or natural disaster.

- **ALWAYS CALL 911 IF YOUR PERSONAL SAFETY IS AT RISK!**

Please note: Maintenance personnel may not enter your apartment if pets are left free and unattended and/or minors are left without adult supervision.

OFFICE HOURS

Monday through Friday: 10:00 a.m. - 5:00 p.m

PARKING AND ROADWAY COURTESY

To keep our community safe and attractive, we ask that you please:

- Keep your speed under **10 mph** within the community.
- **Only park your car in designated parking spots.**
- Should you have guests, please advise them of our parking procedures.
- Parking is not permitted on the grass, yellow curb areas or fire lanes. Double parking is prohibited.
- Parking is only allowed in spaces designated for this use. Local police will ticket your vehicle for parking in handicap spaces without proper identification, fire lanes, sidewalks, etc.
- **All** vehicles must be registered with the office and have a Green Cay Parking Permit posted on the bumper. It is your responsibility to notify the office of any vehicle or registration changes during your lease term.
- It is each resident's responsibility to register any and all guests bringing vehicles on to the property. Failure to do so will result in the unidentified vehicle being towed.
- Unsightly vehicles (cars with flat tires, on blocks, with broken windows, or otherwise in need of obvious repair) are not permitted within the community. All vehicles must be in driving condition with a current license plate. Vehicles in non-compliance will be towed.
- Have all vehicles repaired off-premises, including oil changes.
- Management has the right to tow vehicles at the owner's expense without further notice if parked in designated "No Parking", "Yellow Curbed", or "Handicapped" areas. Management reserves the right to designate parking areas.
- Management has the right to tow vehicles at the owner's expense for the following violations: Broken windshields, expired license plate tags, flat tires, missing essential parts that render the vehicle inoperable.
- Vehicles may not be stored on this property. Any vehicle not moved within a 30-day period will be towed at the owner's expense.
- **Commercial trucks and trucks larger than pick-ups or vans are not permitted.**
- **Parking on Old Farm Trail is not permitted.**

CRIMINAL BACKGROUND CHECKS

It is the policy of this community to reject applicants, and residents at time of renewal for any of the following criminal related reasons that have occurred within the ten (10) years prior to application date or while a Green Cay Resident, regardless of whether or not jail time was served or adjudication was withheld. Furthermore, if any resident or occupant is convicted or has been convicted of the following crimes during or prior to their residency at this community, it is the resident's responsibility to report this information to the Property Manager. A conviction is considered to be a material violation of the Lease Agreement and this community shall have the right to terminate the resident's lease.

- (a) felony conviction;
- (b) misdemeanor conviction involving crimes against persons or property;
- (c) any drug related conviction;
- (d) any prostitution related conviction;
- (e) any sex related conviction;

- (f) any terrorist related conviction;
- (g) any cruelty to animals related conviction;
- (h) any of the above related charges resulting in “adjudication withheld”; and
- (i) active status on probation or parole resulting from any of the above.

ZERO TOLERANCE

Any arrestable offense will not be tolerated, and is considered a material non-compliance of your lease agreement. Fighting of any kind is an arrestable offense. Gang related activity is an arrestable offense. Illegal drug use or the possession of illegal drugs is an arrestable offense. Violation of any of the following provisions is a material and irreparable violation of the lease and good cause for immediate termination of tenancy: gang related activity engaged in, on, or near the premises by any resident, household member or guest, and any such activity engaged in at Green Cay Village by any other person under the resident’s control; drug related criminal activity engaged in, on, or near the premises by any resident, household member or guest, and any such activity engaged in at Green Cay Village by any other person under the resident’s control; determination made by the Landlord that a household member is illegally using a drug; determination made by the landlord that a pattern of illegal use of a drug or abuse of alcohol interferes or threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

CURFEW

All residents and guests under the age of 16 years, unless accompanied by an adult resident of Green Cay Village of should be inside by 9:00.

RENT PAYMENTS (and all other payments)

Rent is due on or before the first day of each month. Only **one form** of payment will be accepted from an apartment, (i.e. one personal check, cashier's check, or money order(s)). A rental payment by personal check must be submitted in **one** check for the full month’s rent. If the full rent amount is not paid in one payment, we will return your partial payment to you. This could delay your rent payment causing late fees to be added to your account. Please contact the office if you are unsure of your rent payment amount.

A late charge of \$75.00 will be assessed if your rent is not paid in full by the third of the month. Payments made on or after the fourth of the month **must be made by a cashier's check or money orders only**. Late fees must be included. For your protection and ours we cannot accept cash payments.

If a check is returned for any reason, a returned check charge of \$75.00 will be assessed. If a rent check is returned, applicable late fees will also be charged. The late fees begin on the fourth of each month. Once two checks have been returned, all future payments for the apartment must be made by a cashier's check or money orders for the remainder of the lease term.

INSURANCE

Green Cay Village Condominium, LLLP and Green Cay Village Town Home, LLLP are not liable to residents or residents' guests for any damages, losses to persons or property, or personal injury. We strongly suggest that you obtain renter's insurance for protection.

PETS

Pets are wonderful companions and are welcome in our community based on the owner's control of the pet, and his/her consideration of the community and his/her neighbors. The following guidelines are to be observed:

- A pet is defined as a common household animal such as a dog, cat, bird, fish, hamsters or guinea pigs.
- If you have or acquire a pet, you will be required to pay a non-refundable pet fee and a pet deposit as follows (2 pets maximum):
Cats or Dogs under 40 pounds: \$250.00 (\$125 “deposit”/\$125 non refundable “fee”) per pet per apartment.
Weight limits determined by breed/weight at full maturity. Breed restrictions include, but are not limited to: Spitz, Akita, Chow, German Shepherd, Bear-Dog and Eskimo Dog, Terrier Breeds: Pit Bull, Plummer and Black Russian Terrier, American or Bull Staffords; any mixes of these breeds are also restricted. Any breed considered to be violent or aggressive are also restricted.
- Residents are required to reimburse the community for any damages caused by the pet.
- Pets must be on a leash at all times when outside the apartment.
- Pets with a vicious or aggressive disposition will not be permitted.
- No exotic pets, including reptiles, ferrets, rabbits, etc...
- Do not tie or stake the pet outside the apartment or leave it unattended on the patio.
- Animals assisting the physically challenged are welcome in our community with prior written notice to the management.
- Do not leave pet food outside. It attracts pests and rodents.
- Residents are not allowed to feed or harbor stray animals.
- All pets must be taken to the perimeter of the community for bathroom purposes. Residents are required to pick-up and dispose of their pet’s waste. Residents not picking up and disposing of their pet waste will be subject to a pet fine.
- Toilets are not designed to handle pet litter. Residents are required to pick up and dispose of their pet waste.
- Pets are not permitted in any amenity areas.
- Residents are not allowed to temporarily house a pet unless it meets these guidelines, and the appropriate fees and deposits are paid.
- If there is a conflict with Green Cay Village pet restrictions in the appropriate Green Cay Village Association, the more stringent restriction will govern.

GATE ACCESS REMOTES

Condo Residents acknowledge receiving 1 access remote from Management. Resident understands there is a \$65.00 fee for each remote not returned upon move-out, or in the event of loss or theft. Residents requiring additional remotes are required to pay \$65.00 each.

Management is not warranting or guaranteeing the safety of Resident, Resident’s guests or agents, or Resident’s property from loss or harm by providing a gate at the entrance of the community. No individual will monitor vehicles entering or leaving premises.

There is no ingress or egress into the neighboring apartment buildings. All traffic must enter and exit at the main gate.

SMOKE DETECTOR

Management covenants that the smoke detector is in good working order upon move-in. Manager and Resident agree that the Resident is responsible for checking the smoke detectors installed in the apartment. Commencing with the month following move-in and every month thereafter Resident is to test the smoke detector by pressing the “Test” button. If the Resident discovers that the smoke detector is not functioning properly, Resident is not to attempt to remove or dismantle the equipment but should immediately notify Management. In the case of damaged or lost smoke detectors a fee of \$25.00 will be charged.

Resident and members of the household understand the necessity of the smoke detector(s) and acknowledge that any willful damage, theft or destruction of any smoke detector(s) endangers the safety of the entire community in the event of an emergency.

RESIDENT SECURITY NOTICE AND ACKNOWLEDGMENT

NOTICE TO RESIDENT: The Management of this community (including the owner and owner's authorized property manager) does not promise, warrant, or guarantee the safety or security of resident's personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect him or herself and to maintain appropriate insurance to protect his or her belongings. Residents should contact an insurance agent to arrange appropriate fire and theft insurance on their property.

It is a fact that no security system, courtesy patrol or electronic security device can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, residents should always proceed on the assumption that no security systems exist. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

If security systems, security devices, or walk-through services are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen. Therefore, Management does not warrant that any security systems, security devices, or services employed at this community will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any security system, security devices or services (other than those statutorily required) at any time; and Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Management.

If controlled access gates or intrusion alarms are provided, Resident will be furnished written operating instructions and it is Resident's responsibility to read them and to bring any questions to the attention of Management. Further, Resident agrees to promptly notify Management in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms, and any other security-related device. If Resident's apartment is equipped with an intrusion alarm, Resident agrees to be responsible for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges.

ACKNOWLEDGMENT BY RESIDENT: I have read, understood and agree with above notice. I have received no representations or warranties, either expressed or implied, as to any security or any security system on the property, or guaranteed that the apartment community was or will be free from crime. I further acknowledge that Management is not obligated under any circumstance to respond to any signal from an intrusion alarm system. The responsibility for protecting me, my property, my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.

I agree to release and hold harmless Management from claims arising out of criminal acts of other residents and third parties. I agree that Management shall not be liable to me based upon any claims that security was not provided, subject to Management's compliance with state statutes

regarding door locks and window latches. Resident acknowledges that the foregoing shall also be binding upon Resident's heirs, successors, and assigns.

This document contains the entire agreement with respect to its subject matter. Management representatives have no authority to make changes or modifications in the terms of this document, except when in writing and signed.

APARTMENT LIFE... Maintaining the Standard

DECORATING AND ALTERATIONS

Our staff wants you to feel comfortable in your new apartment home. Please contact the office if you have questions regarding alterations to your apartment. Listed below are several items you need to be aware of:

- When hanging pictures, mirrors, etc., you may use nails and regular picture hangers, but please do not use adhesive hangers. They damage your walls when removed.
- Please use shelf and drawer liner paper that doesn't damage or leave behind residue when removed.
- Do not use nails, screws, or hooks of any kind on doors or ceilings, as they cause permanent damage.
- Please do not use decorative decals in the bathtubs. Removable mats are effective and easy to clean.
- Please meet with the Manager for written approval before you add to, change, or alter any locks in your apartment.
- For your safety, no alterations or additions to electrical, plumbing, heating, or cable systems are permitted. No hard wiring of alarm systems.
- To maintain a consistently attractive appearance in your community, only traditional curtains or shades may be used to darken rooms. They must appear "white" in color from the outside. No sheets, blankets, foil, cardboard, colored or printed drapes, decals, etc. are permitted.
- Please do not penetrate any exterior walls to the building for decorations etc.

HUMIDITY AND MOISTURE CONTROL. You are responsible for keeping the apartment clean and habitable, including maintaining proper ventilation of the apartment and preventing conditions that are conducive to mold growth. You shall control humidity and moisture levels in the apartment through proper operation of the heating, ventilation, and air condition (HVAC) system and all plumbing fixtures, and you shall notify us immediately upon the discovery of any water leaks, standing water, condensation on interior surfaces, high humidity, musty smells, and visible mold anywhere in the apartment. We are not responsible for damages that result from your failure to maintain proper humidity and moisture controls or failure to timely notify us of problems relating to moisture, humidity or mold.

INSTALLATION OF DEVICES FOR RECEIVING VIDEO PROGRAMMING SERVICE

Residents who wish to install a satellite dish or equipment for receiving video programming services ("Device") must refer back to the Lease Addendum titled: "**ANTENNA OR SATELLITE DISH INSTALLATION ADDENDUM TO RESIDENTIAL LEASE AGREEMENT**" and adhere to that agreement and the following rules: Installation of Device must not damage the home. You may not cut or drill holes in any location, or permit others to do so. You are liable for any injury or damage to persons or property caused by your device.

PATIOS

Please keep patios free from visual clutter. Bathing suits, towels, mops, brooms, rugs, dead plants, unsightly furniture, etc. are not to be left on patios. We do not allow the use of hanging

awnings. Please do not leave your pets on a patio area unattended. The patios were not designed for storage. To ensure the attractiveness of your community, please keep your patio area looking nice. **Fire safety regulations prohibit the use or storage of gas or charcoal grills on your patio.**

GUESTS

We welcome your guests, friends and family members to our community. Remember to inform them of our parking policies and community policies. Also make sure to give your written permission if you want us to release a key to your apartment. Any guest, friend, or family member who resides in your apartment for longer than two weeks at a time will need to complete an Application for Residency and be added to the Lease Agreement. We do not allow subleasing.

NOISE

For the mutual enjoyment of all residents, we ask everyone's cooperation in keeping the volume of noise at comfortable levels. Please limit the volume of stereos, televisions, musical instruments, etc., so as not to disturb your neighbors.

TRASH

CONDO RESIDENTS: For your convenience a trash compactor is provided within our condo community. Please place all household trash directly into the compactor. Boxes must be broken down before being put in the appropriate bin. Household furnishings and appliances cannot be disposed of via the compactor. Please make other arrangements for such. **Also, do not leave trash outside of your apartment, on your patio or in the community common areas.** Please remember that cigarette butts are considered trash/litter. We strongly enforce our no trash policy and appreciate your cooperation! The management team will remove trash that is left outside and the resident will incur a \$25.00 per bag charge. Do not leave your trash in the hallways, patios, at the mailboxes or any amenity areas.

TOWN HOME RESIDENTS: Garbage pick up days are Wednesdays and Saturdays. Please do not put out bags, cans, bins etc. out before 6pm on the night prior. Saturdays are also Recycling and Bulk pick up. In order to obtain Recycling Bins, please contact the Waste Management office at 561-547-4000. Please note that all garbage containers and recycling bins should be stored in your garage at all other times. They should not be visible from the street. We appreciate your cooperation.

FIRE SAFETY

Fires are a serious problem in apartment communities-much more so than in a single family dwelling due to the number of families living within each building. Though damage is usually confined to property loss and damage, the loss of personal items can be quite an emotional experience. Most often started through carelessness with cooking grease, matches, cigarettes, and fireplaces, many fires can be avoided by using caution and common sense.

A. Use of portable cooking grills of any kind is not permitted on the balcony or patios. The Property Manager must be consulted to obtain written permission to use any type of portable grill on the premises. Portable grills fired by propane gas are prohibited from the patio area and balcony area and not allowed adjacent to the buildings whether in use or for storage.

B. Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or adjacent to the building exterior, is strictly prohibited.

C. Storage of paper or plastic bags or materials adjacent to the hot water heater, HVAC, range, or refrigerator creates a health and fire hazard and is strictly prohibited.

D. **Disconnecting the smoke/fire alarm(s) is not prohibited.** This is in violation of the fire code. It is the resident's responsibility to notify management if the smoke/fire alarm(s) becomes faulty. Battery operated smoke detectors **must not** be tampered with or have battery removed. Notify office immediately if battery is dead or missing. Removal of batteries is considered a lease violation and may result in the termination of your lease.

E. Storage of any flammable fluid upon or within the apartment community property is expressly prohibited.

UTILITIES

A. It is the responsibility of the resident(s) to notify management of all water leaks (faucets, running toilets, etc.).

B. The resident will maintain all utility accounts for which he/she is responsible for payment for the entire time of possession of his/her apartment. Failure of the resident(s) to maintain the utility accounts for which he/she is responsible is a violation of the Lease Agreement and is grounds for the immediate termination of the Lease Agreement.

C. Residents will maintain a minimum temperature of 55 degrees Fahrenheit (13 degrees centigrade) to prevent a physical damage to the property and plumbing system during cold weather.

APPLIANCES

A. Each resident is responsible for the care and use of each appliance and fixture in his/her apartment provided by the apartment community. A resident will be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence. Payment for the cost of repair(s) is due within thirty (30) days of receipt of an invoice for cost of the repair(s) and part(s). Residents are responsible to report any operationally defective appliance fixture immediately.

B. **Disposal** – In-sink disposals require special care and use to prevent frequent mechanical problems. Residents are responsible for the cost of all parts and repairs caused by negligence or misuse of the disposal unit. Do not place bones, popcorn seeds, banana peels, grease, etc. down the garbage disposal. Run **COLD** water only when using the disposal.

MISCELLANEOUS

A. No additional equipment, refrigeration unit, freezing unit, air conditioning, or heating unit may be installed, operated, or used in any way without the express written consent of the Property Manager. This includes any type of portable space heater or kerosene heater.

B. No provided equipment and/or appliances may be moved or removed from the apartment or building. All provided equipment and appliances must be permanently retained in the original location.

C. No use of any other attached illumination or fluorescent device other than the electric lighting provided is allowed.

D. Door to door solicitation is not permitted within the community. Resident(s) should notify management whenever solicitors appear at his/her door.

E. Waterbeds must be approved by management before installation and the proper addendum signed. A Certificate of Insurance must be provided by the resident(s) with the property and management agent being named as additional insured parties.

F. No changes to the rented residence are allowed without the written consent of management. This includes painting, addition of decorations attached to the walls, windows, doors, ceilings or floors, and the temporary or permanent changing of the physical layout of the apartment. Use picture hangers with small nails for wall decorations. Please do not use adhesive hangers. They damage the walls. Do not install wallpaper or adhesive wall decorations.

COMMUNITY AREAS ... for the benefit of all!!!

POOL

The pool is a popular community facility. The following considerations will help to keep these areas clean and enjoyable for all:

- You may invite up to 2 guests to accompany you to the pool. A resident must accompany all guests at all times.
- No diving, running, pushing in pool area.
- Please wear appropriate swimwear. No G-strings or T-back bathing suits are permitted.
- No floats, inflatable objects, toys or games in the pool or pool area.
- No diapers allowed in pool.
- Glass is a safety hazard. Only use unbreakable containers in the pool area.
- Shower before entering pool.
- Suntan oils can cause maintenance problems with pool equipment. Please lather lightly.
- Ropes and life rings are safety equipment. Please do not play with them.
- Health regulations prohibit pets in the pool area, with the exception of animals for the physically impaired.
- Profanity, horseplay, bicycle riding, skating, blading, skateboards, loud music, or harassment of swimmers is not permitted.
- For everyone's protection, please refrain from using the pool if you have a health condition, such as infectious diseases, nasal discharge, ear discharge, inflamed eyes, open sores or bandages of any kind.
- Children under 14 must be supervised by an adult at all times.
- For everyone's enjoyment, the pool is open from dawn to dusk. Please note that access cards & clickers will not open the gate after hours.
- Diving is not permitted.
- Swim at your own risk. There is no lifeguard on duty.
- Pool hours are as posted.
- No persons under the influence of alcohol or drugs are permitted to use the pool or spa.
- There shall be no throwing of foreign matter or debris into the pool or spa. All pool furniture must be left clean and free of debris.

FITNESS CENTER

Our Fitness Center is located at the Clubhouse. It is available to you 5am – 11pm. For your comfort and enjoyment we ask that you follow these guidelines:

- Check with your physician before beginning a program that includes use of the exercise equipment.
- You must be at least sixteen (16) years of age to use the fitness center.
- The equipment is provided for your enjoyment however use of the equipment is at your own risk. Resident agrees to release Green Cay Village and/or any owner/employee of the Community/Management Company of liability for any injuries that may occur while using the fitness equipment.
- Guests are only permitted in the fitness center when accompanied by a resident.
- Please obtain assistance from a qualified instructor if you are not sure how to use the equipment.

- Fitness Center hours are as posted and access cards/clickers will not work after hours.

BICYCLES

Bicycles must be stored in the appropriate locations. They may not be left on lawns, sidewalks, patios, breezeways, or stairwells.

BREEZEWAYS

Please keep breezeways clear of clutter. Also, we do not allow any items to be stored under the stairwell areas or next to or near your front door.

TOT LOT

Our Tot Lot is located behind the office, and is for the exclusive use of residents. The following guidelines will help to keep this area safe and enjoyable for all:

- Children under the age of 12 years only; must be accompanied by an adult.
- No skateboards, rollerblades, or pets allowed on the play court.
- Play at your own risk.

CONDUCT

A. Residents and his/her guest(s) will not engage in, or participate in, such conduct which is objectionable or prejudicial to the rights, privileges, safety, and general welfare of the other residents living in the apartment community. No act of a resident and/or guest which threatens, intimidates, is deemed as harassing others, is physically violent with or without injury to another person and/or property, or has unacceptable social conduct, will be tolerated. Serious interferences include, but are not limited to, discharging a firearm, fighting, verbal and physical harassment. Any such incidents will be considered a violation of the Community Policies and the Lease Agreement.

B. No act of intimidation, harassment, verbal abuse, physical threat or violence, or social misconduct of, or to, any employee of this apartment community by any person will be tolerated. Any such act is considered a noncompliance of the Lease Agreement and will result in termination of the Lease.

C. Social and friendly gatherings of residents and his/her guest(s) are welcomed provided such gatherings do not become noisy, offensive, threatening, or generally objectionable to other residents and/or management. Disruptive groups may not congregate in the parking lots or common areas. The gathering is considered in violation of the terms of the Lease Agreement and Community Policies when other resident's rights to quiet and peaceful enjoyment of his/her residence are violated. This policy applies to gatherings inside an apartment as well as outside at common areas.

D. The public consumption of alcoholic beverages, illegal drugs, or other chemical substances within the common areas of the apartment community is **strictly prohibited**.

E. Any noticeable public drunkenness or social misconduct within the physical boundaries of the apartment community is strictly prohibited. Any incident observed by other residents and/or management should be reported to the proper authorities.

F. The resident on Lease is responsible for the actions and conduct of his/her household members, guest(s), and visitor(s), while in the apartment and/or on the apartment community property. Any violation of the rules, regulations, and/or Lease Agreement by the guest(s) or visitor(s) is considered noncompliance of the Lease Agreement.

G. The volume of stereos, televisions, radios, or other musical instruments, is to be controlled at a minimum sound level so as not to violate the rights of neighbors to the quiet and peaceful enjoyment of his/her residence **at all times**.

H. The hours between 10:00 P.M. and 8:00 A.M. are, for most households, a “quiet time”. Every effort by each household should be directed towards minimizing any noisy, disturbing, offensive, or objectionable activity. Every effort should be directed to honor the rights of other residents to the quiet and peaceful enjoyment of his/her residence during all hours of the day.

I. Resident(s) are not allowed to sell candy, cigarettes, beer, wine, liquor or any other items out of their apartments.

J. IF THE POLICE ARE CALLED TO THE PROPERTY BECAUSE OF ANY TYPE OF DISTURBANCE OR VIOLATION, THE RESIDENT (S) INVOLVED MAY RECEIVE A SEVEN (7) DAY WRITTEN NOTICE OF LEASE TERMINATION.

K. POLICE RESPONSES TO SERIOUS DISTURBANCES, SERIOUS LEASE VIOLATIONS, OR REPEATED POLICE RESPONSES WILL RESULT IN THE TERMINATION OF THE LEASE AGREEMENT AS ALLOWED BY THE TERMS OF THE LEASE AGREEMENT AND LOCAL, STATE, AND FEDERAL LAW. THEY HAVE THE RIGHT TO ENTER THE PROPERTY AND THE POWER TO MAKE ARRESTS AS NEEDED WITHIN THE LAW.

COMMON AREAS AND GROUNDS

A. The common areas and grounds are for use and enjoyment of all residents. The walkways, corridors, hallways, stairways, courtyards, playgrounds, parking lots, and lawns are not to be obstructed, encumbered, or used for any purpose other than entering or leaving the apartment premises. Residents may not linger or congregate in the walkways, hallways, corridors, stairways, property roadway, or parking areas. Storage and/or abandoned item(s) will be removed from the property with or without notice if the owner is unknown.

MOVING OUT

LEASE TERMS

If you are vacating your apartment for any reason including the expiration of your Lease Agreement, **a sixty (60) day written notice is required. If you are unable to fulfill your Lease Agreement for any reason, you are required to: (1) give a sixty (60) day written notice; (2) pay the rent for those sixty days; and (3) pay a cancellation fee equal to one month's rent.** If there are no damages to the apartment and all payments are current, you will receive a full refund of your security deposit. **Without proper notice you will be liable for liquidated damages in an amount equal to two (2) month's rent**

TRANSFER FROM ONE APARTMENT TO ANOTHER

The procedure for transferring from one apartment to another within the community during the term of your Lease Agreement is similar to the process you completed when you leased your first apartment at our community.

You will need to:

- Give notice. It is up to the manager's discretion on how much notice is to be given.
- Complete a new application for residency and all other Lease Agreement paperwork.
- Submit current proof of income.
- Pay a transfer fee of \$300.00 if approved.

- Schedule an inspection of the apartment you are vacating. If there are any damages, you will need to pay them before the transfer.
- Pay back any concessions, if applicable, on the apartment you are vacating.
- Pay a security and pet deposit, if applicable, on the new apartment.
- Sign a new Lease Agreement for a twelve-month lease term.

MILITARY SERVICE

If you are a member of the United States Armed Forces and are required to move due to a permanent military transfer of fifty (50) miles or more from their current main gate or are relieved from active duty you may cancel your Lease Agreement without penalties by providing:

- Thirty (30) days written notice.
- Full rent payment during the thirty (30) day notice period.
- A copy of the military orders.

You will be eligible for a refund of your security deposit less any damages or outstanding balances. No notice is required if you are called into active duty during wartime. However, we will need a copy of the military orders. You will be eligible for refund of your security deposit less any damages or outstanding balances.

RESIDENT WAIVER OF ABANDONED PROPERTY

We are not responsible for any belongings left in an apartment once it has been determined to be surrendered or abandoned. You agree to release the property owner and its agents from liability and responsibility of the storage or disposition of any personal property you leave in the apartment when you move out. This would include surrender or abandonment of the apartment. This is pursuant to Florida Statute 83.67 (3). If you plan on being away from your apartment home for an extended amount of time, please notify the office.

MOVE OUT PROVISIONS

Once you have decided to move you need to:

- **Submit a sixty (60) day written notice prior to your Lease expiration to avoid being charged a lease cancellation fee.**
- Return all keys. There is a \$50.00 charge to re-key and change locks if you forget to return any of your keys. There is a charge for all unreturned gate remotes and mailbox keys.
- Be sure to leave your forwarding address so we may return your security deposit to you.
- Clean your apartment thoroughly, including stove, refrigerator/freezer, floors, tubs, toilets, drawers, mirrors and windows. A cleaning fee will be added for any areas that were overlooked. Refer to the back of your Move-In Inspection sheet or the back of the Move-Out Notice for cleaning charges.
- Take everything with you - don't leave behind your treasures or your trash.
- To finalize your move: schedule a move-out inspection with a property representative to assess the condition of your apartment, and determine any necessary repairs or cleaning charges.
- Whether your lease is expiring or you need to break your lease, sixty (60) days written notice is required. Inadequate notice will result in liquidated damages as outlined in Clauses #10, #11 and #20.
- Remember to observe quiet hours when moving.



Welcome to Green Cay Village!

Attached is a current copy of the rules and regulations for residents living in the condominiums and town homes.

We manage to very high standards. Our rules and regulations are setup to provide a peaceful and safe environment for all of our residents. And we enforce these rules unflinchingly so that the actions of a few do not determine how the rest of us will live.

Please take a moment to familiarize yourself with these rules so that your settling in process will be as easy as possible.

And in particular, please pay attention to the following items that seem to cause the most problems for new residents.

1. Smoking is prohibited in the breezeways, hallways, and stairwells of the condominium buildings.
2. No items may be left unattended in the hallways other than a doormat.
3. You are responsible for picking up after your pets each and every time.

Thank you,

The Green Cay Village Owners Association

Current Version - June 2010

**GREEN CAY VILLAGE CONDOMINIUM
COMPOSITE RULES AND REGULATIONS**

ALL REFERENCES HEREIN TO CAPITALIZED TERMS WHICH ARE NOT DEFINED IN THESE RULES AND REGULATIONS SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE DECLARATION OF CONDOMINIUM FOR GREEN CAY VILLAGE CONDOMINIUM, A CONDOMINIUM (DECLARATION), THE ARTICLES OF INCORPORATION AND BY-LAWS FOR GREEN CAY VILLAGE CONDOMINIUM ASSOCIATION, INC

1. **OCCUPANCY.** Units shall be used only as single family residences and for no other purpose. Each Owner, tenant and occupant of a Unit should carefully review the Declaration for additional occupancy and use restrictions.

***** FIRST AMENDMENT ADDITION *****

Section 1 - OCCUPANCY is hereby amended to include the following for all homeowners that lease their units for all new leases and lease renewals on or after July 1, 2010.

Owners are required to provide to the Association, the Owner's current mailing address, together with the names and contact phone numbers of those residing in the Unit, a copy of the lease, and copies of the criminal background checks, prior to the lease holders move-in date. Activation of amenities, including clickers, will not commence until this information is provided.

CRIMINAL BACKGROUND CHECKS - The Owner is required to have a criminal background check conducted, at their expense, for all occupants over 18 years of age and will reject first time applicants and residents at the time of renewal, for any of the following criminal related reasons that have occurred within the ten (10) years prior to application date or while a Green Cay Resident, regardless of whether or not jail time was served or adjudication was withheld.

Furthermore, if any resident or occupant is convicted or has been convicted of the following crimes during or prior to their residency at this community, it is the resident's responsibility to report this information to the Property Manager. A conviction is considered to be a material violation of the Lease Agreement and this community shall have the right to terminate the resident's lease.

- (a) felony conviction;
- (b) misdemeanor conviction involving crimes against persons or property;
- (c) any drug related conviction;
- (d) any prostitution related conviction;
- (e) any sex related conviction;
- (f) any terrorist related conviction;
- (g) any cruelty to animals related conviction;
- (h) any of the above related charges resulting in "adjudication withheld"; and
- (i) active status on probation or parole resulting from any of the above.

In addition, every lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's acceptance of the following Zero Tolerance Policy. **ZERO TOLERANCE** - Any arrestable offense will not be tolerated, and is considered a material noncompliance of your lease agreement. Fighting of any kind is an arrestable offense. Gang related activity is an arrestable offense. Illegal drug use or the possession of illegal drugs is an arrestable offense. Violation of any of the following provisions is a material and irreparable violation of the lease and good cause for immediate termination of tenancy: gang-related - activity engaged in, on, or near the premises by any resident, household member or guest, and any such activity engaged in at Green Cay Village by any other person under the resident's control; drug related criminal activity engaged in, on, or near the premises by any resident, household member or guest, and any such activity engaged in at Green Cay Village by any other person under the resident's control; determination made by the Board of Directors that a household member is illegally using a drug; determination made by the Board of Directors that a pattern of illegal use of a drug or abuse of alcohol interferes or threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. In addition, every lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's acceptance of the following Pet Policy.

PETS - The following rules are to be observed:

- (a) A pet is defined as a common household animal such as a dog, cat, bird, fish, hamsters or guinea pigs.
- (b) 2 pets maximum with a weight limit of 40 pounds per pet.
- (c) Breed restrictions include, but are not limited to: Spitz, Akita, Chow, German Shepherd, Bear-Dog and Eskimo Dog, Terrier Breeds: Pit Bull, Plummer and Black Russian Terrier, American or Bull Staffordshires; any mixes of these breeds are also restricted.
- (d) Residents are required to reimburse the community for any damages caused by the pet.
- (e) Pets must be on a leash at all times when outside the unit.
- (f) Pets with a vicious or aggressive disposition will not be permitted.
- (g) No exotic pets, including reptiles, ferrets, rabbits, etc...
- (h) Do not tie or stake the pet outside the unit or leave it unattended on the patio.

- (i) Animals assisting the physically challenged are welcome in our community with prior written notice to the management.
- (j) Do not leave pet food outside. It attracts pests and rodents.
- (k) Residents are not allowed to feed or harbor stray animals.
- (l) Residents are required to pick-up and dispose of their pet's waste. Residents not picking up and disposing of their pet waste will be subject to a pet fine.
- (l) Toilets are not designed to handle pet litter. Residents are required to pick up and dispose of their pet waste.
- (m) Pets are not permitted in any amenity areas.
- (n) Residents are not allowed to temporarily house a pet unless it meets these guidelines, and the appropriate fees and deposits are paid.
- (o) If there is a conflict with Green Cay Village pet restrictions in the appropriate Green Cay Village Association, the more stringent restriction will govern.

2. USE.

- (a) No improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, or of the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.
- (b) No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or other-wise, nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.
- (c) In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium (other than Units occupied by the Developer) without the prior written consent of the Association. The Association shall possess additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted, and further, the Association shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of the Condominium.
- (d) The use of all Common Elements shall, at all times, be governed by these Rules and Regulations, as they may be amended from time to time by the Association, and by such other rules and regulations as may be posted, from time to time, in and about such Common Elements by the Association.
- (e) Common Elements and Limited Common Elements shall only be used for the purposes intended, and shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
- (f) Pool rules and regulations, as posted on the Condominium Property, shall be strictly bserved.

***** FIRST AMENDMENT ADDITION *****

Section 2 - USE is hereby amended to include the following:

- g) Smoking is prohibited in the breezeways, hallways, and stairwells of the condominium buildings and within the school bus stop depot. However, smoking is permitted in all other areas including within the individual units, on the patios of the individual units, and outdoors.

3. PETS. No reptiles, animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Unit or Common Elements, with the exception of dogs, cats, or other usual and common household pets. However, notwithstanding the foregoing, no pets which are considered a "dangerous breed" (e.g., pit bull, rottweiler, python, etc.) shall be permitted. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog

or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Condominium Property. Other conditions are detailed in the Declaration.

4. APPARATUS AND ALTERATIONS.

(a) No clothesline or similar device shall be allowed on any portion of the Condominium Property.

(b) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, terraces, storm shutters, or windows of a Building, Common Elements, Condominium Property, or a Unit, except with the prior written consent of the Association, and farther, if and when approved, subject to the conditions designated and adopted by the Association and Architectural Control Board ("ACB"). All screening, window and exterior glass door coverings and drape linings shall only be in the colors specified by the Association. Anything to the contrary notwithstanding, any 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, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

(c) No Unit Owner shall cause improvements or changes to the exterior of the Condominium, including, but not limited to, walls, screening, balcony, loggia, terrace, slab, porch or painting or other extensive decoration of any aesthetic nature, installing, electrical wiring, television antennae or air conditioning units which may protrude through the walls or roof of the Condominium Property or in any manner change the appearance of any portion of the Building without the prior written consent of the Association and the ACB, if applicable.

(d) Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Commons Elements appurtenant thereto, and may not be on the Common Element but may be placed entirely in the interior of a balcony of a Unit; (ii) the dish may be no greater than one meter in diameter; and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements. Notwithstanding the foregoing, the ACB shall have the right to review and approve the site, location and type of dish prior to installation.

(e) Television, radios, musical instruments and other instrumentality of sound reproduction or amplification must be used at such times and at such levels as will provide a minimum disturbance to other Units Owners. No radio or television installation or other electrical equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit. Except as provided herein, no exterior antenna shall be permitted on the Condominium Property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines, security systems, and communications systems.

(f) Stair-ways, driveways, halls and all other portions of the Common Elements must, at all times, be kept free of obstruction. No garbage cans, supplies, or other articles shall be placed in the pathway, halls, stairways, walkways or parking areas. All garbage shall be properly bagged and deposited in garbage disposal areas designated by the Association.

(g) No Unit Owner shall in anyway affix any "for sale" or "for rent" signs or any other kinds of signs, notices or advertisements to the exterior of his Unit or in any way allow any signs to be visible to the general public from within his Unit.

(h) No flammable, combustible or explosive fluids, chemicals or other substances shall be kept in any Unit or on the Common Elements.

(i) Curtains, draperies, and other window coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Association.

(j) Repair, construction, decorating or remodeling work will be performed on Mondays through Fridays between the hours of 8:30 a.m. and 5:00 p.m., and no such work shall be performed on Saturdays (except for deliveries which are permitted), Sundays or legal holidays, except in case of emergency authorized by the Association.

(k) No articles other than patio-type furniture shall be placed on the balconies, lanais, patios or other Common Elements.

(l) No balcony or terrace shall be cleaned in such a manner as to cause water or debris to drain from said balconies or terraces to other balconies or terraces below.

(m) No bicycles, skateboards, scooters, or similar equipment shall be permitted in the lobby, pool, hallways or other recreational areas. Bicycles shall be stored only in areas designated by the Association.

5. CHILDREN. Children shall be the direct responsibility of their parents or legal guardians, who must supervise them, at all times, while they are on the Condominium Property. Children shall not be permitted to play in the walks, parking areas, stairways, storage areas, pathways or corridors of the Condominium Property.

6. ASSOCIATION.

(a) No Owner, tenant or occupant of a Unit shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he or she attempt to send any such employees on private business of such Unit Owner, tenant, or occupant; such employees are to be directed only by Officers of the Association or the management personnel engaged by the Association.

(b) The Association, through its Officers or any designated Agent, may maintain a pass key to each Unit for utilization for pest extermination services and/or only in the event of emergency, such as fire, leakage, etc. No Owner, tenant, or occupant of a Unit shall alter any lock or install a new lock in any door leading into the Unit of such Owner without the prior written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association's Officer or agent with an additional key for the use of the Association pursuant to its right of access to each Unit. Should an Owner fail to provide such a key, the Association shall have the right to forcibly enter for purposes provided herein and under the Declaration.

7. PARKING.

(a) Parking areas are solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours. Speed limits shall be strictly observed.

(b) No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any other description, recreational vehicles, boats or boat trailers shall be permitted to be parked or to be stored at any place on the Condominium Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, or to any of the Association's or Developer's vehicles, subject to the terms herein.

(c) No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

(d) No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner shall be parked in such a manner as to impede or prevent access to other parking spaces.

(e) Parking spaces assigned to an Owner as a Limited Common Element may be used by the Owners, members of the family of an Owner or guests, tenants or employees of an Owner. Use of covered parking spaces, if available, will be charged at a premium and shall be specifically assigned.

(f) Vehicles shall only be washed in vehicle wash areas designated by the Association.

***** FIRST AMENDMENT ADDITION *****

Section 7 (f) - PARKING is hereby amended to include the following: Changing oil, antifreeze, or other fluids and washing cars is not allowed.

8. **PLUMBING.** Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the person causing the damage and, in the case of guests, by the Unit Owner who invited the guest onto the Condominium Property.

9. **RESPONSIBILITY FOR DELIVERIES.** Unit Owners shall be liable for damages to the Condominium Property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective Units.

10. **SOLICITATION.** There shall be no solicitation by any person anywhere in or on the Condominium Property for any cause, charity or any other purpose whatsoever, unless specifically authorized by the Association.

11. **OPEN DOORS.** No occupant shall allow the front entrance to his or her Unit to remain open for any purpose other than immediate ingress and egress.

12. **FOOD AND BEVERAGES.** Food and beverages shall be consumed only within Units and in such other areas specifically designated for such use by the Association.

13. **ODORS.** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other Owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.

14. **COOKING DEVICES.** No fires, cooking devices, grills or other devices which emit smoke or dust shall be allowed or used upon any balcony or terrace. Such cooking devices may only be used in outdoor cooking areas designated by the Association.

15. **HURRICANE/STORM SHUTTERS.** All Owners, tenants and occupants of a Unit shall have all hurricane and storm shutters approved by the Association prior to the installation thereof. Each Unit Owner who plans to be absent during the hurricane season must prepare his Unit before departure by: (1) removing all furniture, plants and other objects from the balcony and (2) designating a responsible firm or individual to care for the Unit in the event of a hurricane threat and/or should the Unit suffer hurricane damage, and by furnishing the Board with the name of said firm or individual. Such firm or individual designated by the Owner shall be subject to the approval of the Association. Should such firm or individual not be designated or available, the Association is authorized to take whatever steps are necessary in its discretion to protect the Unit and the Condominium Property at the sole cost and expense of the Owner.

16. **EXTERIOR CHANGES.** No exterior changes to the Units, including any changes to the balconies or other Limited Common Elements (including exterior color of any Unit or building) shall be made by any Unit Owner without the prior written approval of the ACB which is established pursuant to the terms and provisions of the Master Declaration and Declaration of Condominium.

17. **COMPLIANCE BY UNIT OWNERS.** All Owners, tenants, invitees, licensees, guests, family members, agents, employees and occupants of a Unit shall comply with these Rules and Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association, as amended from time to time. Failure of any of the foregoing persons to so comply may subject that person to the imposition of a fine (upon notice and hearing) and to possible legal remedies, including, but not limited to, suits for money damages, injunctive relief, or any combination thereof, as set forth in the Declaration, the Articles and By-Laws and these Rules and Regulations. Fines shall be imposed pursuant to the following procedure:

(a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity to hearing after reasonable notice of not less than fourteen (14) days and 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, Association bylaws, or Association rules which have allegedly been violated; and (III) a short and plain statement of the matters asserted by the Association.

(b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

(c) Fines: In the event that the committee in section (b), above determines that a violation has occurred, the Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from -time to time.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice by the Board of Directors of the imposition thereof. In the event that a fine is not timely paid, it shall be treated as an unpaid Assessment under the Declaration, and the Association shall have all enforcement rights as stated therein.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive remedy of the Association and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

18. COMPLIANCE BY DEVELOPER. These Rules and Regulations shall not be applicable to the Developer, its designees, successors and assigns, or to Units owned by the Developer, except for those specific rules and regulations contained herein that pertain to Association approval of leases, restrictions on the presence of pets, restrictions on occupancy of Units, and restrictions on the type of vehicles allowed to park on Condominium Property or Association Property; provided, however, the Developer and its designees shall have the right to be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium Property. Reference should be made to the Declaration, Articles of Incorporation and By-Laws of the Association, and any other documents governing the Condominium Property.

19. RELIEF. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions for specific restrictions contained in these Rules and Regulations upon written request therefore, and for good cause shown in the sole opinion of the Board.

20. APPROVALS. All approvals required or permitted hereunder from the Association shall be in writing.

GREEN CAY VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

CHANGES

Owner reserves the right to modify these Community Policies, as owner deems necessary. If changes are made, all residents will be notified, in writing via U.S. Mail or hand delivered to the apartment. All changes shall become effective no later than one week (seven days) after the delivery date of owner's written notification to resident.

ENFORCEMENT OF COMMUNITY POLICIES

Upon execution of this addendum, the resident agrees to be familiarized with and adhere to the policies outlined herein. This addendum shall be attached to resident's lease, and shall be considered an enforceable part of that lease.

Agreed to on _____, 20 _____.

Resident's Signature Date

Resident's Signature Date

Resident's Signature Date

Resident's Signature Date

Green Cay Village Homes
Authorized Representative

Witness Date

Re: Property Address _____

Resident(s) Name(s): _____

Lease Dated: _____ Unit #: _____

Thank you for familiarizing yourself with our community policies. We hope that as you become an active member of our community, you will enjoy the high standard of quality living that is here at Green Cay Village.

(Revised 2/22/2011)

We are pledged to the letter and spirit of FHAA, ADA, and Section 504, for the achievement of equal housing throughout the nation. We encourage and support an affirmative Fair Housing advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, national origin, age (other than the minimum legal age), or belonging to a particular class and/or group.

“EQUAL HOUSING OPPORTUNITY”