

Monterey Villas Condominium Association, Inc.

Rules and Regulations

- Unit Owner Maintenance.** Each unit owner is responsible, at his/her own expense, for protection, maintenance, repairs, and replacements of his/her own unit, together with all additions or improvements added thereto, and certain limited common elements, as provided in Section 8.3 of the Declaration, except that the unit owner shall not be responsible for the maintenance of that portion of the unit specifically delegated to the Association in Paragraph 2 below. If a unit owner fails to properly maintain the unit, the Association may institute legal action to enforce compliance.
- Association Maintenance.** The Association is responsible for the protection, maintenance, repair and replacement of all common elements and Association property (other than the limited common elements that are required elsewhere to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation, painting of all exterior building walls and the exterior surface of the entrance doors and windows.
- Unit Access.** The Association has an irrevocable right of access to all units for the purpose of protecting, maintaining, repairing and replacing the common elements and to protect damage to one or more units. The Association may retain a passkey to all units. If the Association is not provided with a key to the unit, the owner shall pay all costs incurred by the Association in gaining entrance to his/her unit, and shall also be responsible for any damage done his/her unit in gaining entrance and shall also be liable for any damage resulting from delay in gaining entrance to his/her unit caused by the unavailability of a key.
- Exterior Appearance.** No owner shall make any material alterations or substantial additions to his/her unit or in any manner change the exterior appearance of any portion of the condominium, without first obtaining a written approval from the Board of Directors. Any glass, screen, curtain, blind, shutter, awning which may be visible from outside the unit are subject to regulations by the Board of Directors. No decorations of any kind are permitted on the Villa or in the yards – except those that are relevant to a current holiday, displayed for a reasonable time period representing the holiday, and removed within two weeks of the holiday. Garage doors shall be closed when not in use (“use” refers to loading/unloading vehicles, washing cars, working in the garage, etc.) – generally when reasonably expected to be closed.
- Landscaping.** No owner may alter the landscaping or common elements in any way without prior Board approval. If owner applies mulch between landscaper mulch applications, he/she shall use the same color of mulch as the landscaper.
- Units Use Restriction.** Each unit shall be occupied by only one family at any time, as a residence and for no other purpose. No business or commercial activity may be conducted in or from any unit.
- Air Conditioning.** All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any unit.
- Outdoor Equipment.** All trash/garbage shall be kept in sanitary containers provided by Waste Management and be kept out of view except when placed at curbside for pick- up. Refuse is to be placed in secure plastic bags and then placed inside the container. Sanitary containers are to be placed at curbside no earlier than 6:00 P.M.

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on the day before pick-up and removed from view not later than 6:00 PM the day of the pick-up.

9. Signs. No signs, advertisements, or notices of any type - free standing, in windows, or otherwise installed. No exterior antennas, satellite dishes, or aerials shall be erected or permitted unless the placement, character, form, size, lighting, and time of placement is first approved by the Board of Directors. A flagpole for display of the American flag only shall be permitted.

10. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or on the common elements. However, dogs, cats and other common household pets may be kept in a unit subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes. No animals shall be allowed to run loose at any time; and if the Association determines that any pet is a nuisance, a member will remove the pet from its unit. No pets are allowed in leased units.

11. Nuisances. No owner shall use his/her unit, or permit it to be used, in any manner, which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class condominium, not permit the premises to be used in a disorderly or unlawful way. All occupants shall at all times conduct themselves in peaceful and orderly manner.

12. Colors. No exterior colors of any unit shall be changed without the consent of the Board of Directors.

13. Lanais, Walkways, and Driveways. Lanais, walkways, and driveways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for cleaning of rugs or other household items. Owners are responsible to keep driveways, sidewalks, mailboxes, and lanais clean and neat between any cleanings conducted as part of the homeowners' association services. Lanais, walkways, and driveways shall not be used for the storage of bicycles, boats, canoes, kayaks, paddleboards, or other personal items. Lanais may have plants, patio furniture, patio umbrellas or other shade devices as long as the style and colors do not conflict with or detract from the Villa paint scheme and architectural style. Lanais must be kept in a reasonable orderly fashion.

14. Parking. No vehicle shall be parked within the complex except on the driveway or within the garage. Parking on the grass is prohibited. Commercial vehicles, including all vehicles registered as trucks (greater than one-half ton) by the Florida Department of Safety and Motor Vehicles, or comparable agencies in other states, irrespective of capacity and the purpose for which used at any particular time or times, shall be garaged and out of public view between the hours of 6:00 PM and 8:00 AM Monday through Friday and all day Saturday, Sunday and holidays. Boats, trailers or a trailer of any kind, campers, motor homes or disabled vehicles must be garaged and out of public view at all times. None of the aforesaid vehicles may be used as a residence or domicile, either permanent or temporary.

15. Leasing of Unit. The minimum leasing of a unit is for 12 months (one year). An owner intending to lease his/her unit shall have his/hers proposed tenants complete an application and submit it, along with a \$100.00 fee,

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with a copy of the proposed lease to the Management Company for Board approval at least twenty (20) days prior to the first day of any occupancy. Any lease entered into without approval may, at the option of the Board be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent of such eviction from the owner. A unit owner whose unit is leased may not use the recreation or parking facilities during the term of the lease. This includes all community common areas.

16. Sale of Unit. An owner intending to make a sale or gift of his/her property or any interest within shall complete an application and submit it to the Management Company for the Board of Directors' approval, along with a \$100.00 fee, an executed sales contract, at least (30) days before the intended closing date.

17. Insurance. Each unit owner shall obtain, at their sole cost and expense, casualty insurance on their respective units and all limited common elements. Said insurance shall be in the amount of the full insurable value of the improvements insured.

18. Unit Owner. Each unit owner, his/her tenants and guests shall be governed by the condominium document of the Association. The Board of Directors may levy fines against units whose owners commit violations or condone such violations by their family members, guests, or lessees.