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Rules & Regulations

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INTRODUCTION

Rules and Regulations

Pursuant to the power and authority provided by Article III, Section 3.2 (f) and (i) of the Articles of Incorporation and Section 9 of the By-Laws of Windmill Village by the Sea Condominium No. 1 Association, Inc. ("Association"), the Board of Directors of the Association does hereby amend the existing Rules and Regulations as provided by the said Section 9 of the By-Laws and any amendments heretofore made thereto, in the following manner:

Concerning the use of the Condominium by its owners, guests and tenants

Rules and Regulations – The Board of Directors of this Association shall have the power to adopt rules and regulations, or to amend existing rules and regulations, for the purpose of governing the use, operation, maintenance, management, and control of the condominium units, the limited common elements appurtenant thereto, and the common elements provided said rules and regulations do not conflict with terms and provisions of the Articles of Incorporation, the Declaration of Condominium, and the By-Laws of the Association. Any new rules and regulations shall be effective when adopted by the Board of Directors unless an effective date is provided- A copy of any new or amended rules and regulations shall be delivered, mailed or e-mailed to those who have consented to receive notice by email, as soon as possible after adoption.

The following rules and regulations are hereby adopted by the Board of Directors for the purpose of governing the use, operation, maintenance, management and control of the condominium units, the limited common elements appurtenant thereto and the common elements.

NOTICE: *The acceptance of a Deed conveying title to a unit is deemed to be an acceptance of these Rules and Regulations including without limitation the enforcement provisions of the Rules and Regulations. The following Rules and Regulations will apply to and be binding on all unit owners, their heirs, successors and assigns.*

All owners, guests and tenants are subject to Windmill Village Rules and Regulations.

Revisions to the Rules and Regulations will be made whenever necessary so as to keep current with the situations and changing conditions. Suggestions for any changes should be submitted to the Board of Directors in writing.

The Board of Directors has the responsibility and the authority to enforce the Rules and Regulations. However, the Board of Directors may delegate its responsibility to the management company to carry out the details of

enforcement, recording the same and reporting the results of their actions to the Board of Directors.

A complaint, in writing, may be filed with the Board of Directors or with the Property Manager. Violators will be notified in writing by regular mail and/ and tenant will be notified, and the owner will be ultimately responsible for their tenants.

SECTION 1

A. UNITS AND THEIR USE

DEFINITIONS

1. "AWNING" means a cloth/metal cover fastened to a building or structure and supported by a frame that is used to protect someone or something from the sun or rain. Can also be used as a hurricane cover for windows/doors.
2. "ARBOR" is a shady garden alcove with sides and a roof formed by trees, climbing plants and/or wooden framework.
3. "COMMON ELEMENTS" means the portions of the condominium property not included in the units, or within the limited common elements appurtenant to the units, including without limitation, the clubhouse.
4. "DECK" means a flat, floored, roofless area.
5. "DUPLEX" means a unit or house divided into two apartments, with a separate entrance for each. Duplex type units are not allowed in Windmill Village.
6. "FENCE" means a barrier, railing, or other upright structure, typically of wood or wire, enclosing an area or ground to mark a boundary, control access, provide privacy or prevent escape.
7. "GUEST" means a person(s) staying in the same unit(s) with the owner (excludes immediate family members).
8. "HURRICANE SEASON" means June through November.
9. "LIMITED COMMON ELEMENTS" means those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units.
10. "MANUFACTURED HOME" – Also known as "Mobile Home", manufactured on or after 6/15/76, is a type of Prefabricated Housing that is assembled in a factory and then transported to the site of use. They are at least 320sf in size with a permanent chassis to assure the initial transportability of the home. Manufactured Housing must conform to St. Lucie Codes and be permitted by the County of St. Lucie.

11. "MODULAR HOMES" are sectional prefabricated buildings. They are built remotely and joined together on the building's foundation. They differ from Manufactured or Mobile homes, as they do not have axles or a frame. Modular homes must conform to standards and sizes established by the State of Florida, St. Lucie County and Windmill Village Condo #1 Board of Directors.
12. "OCCUPANT" is any person or guest, other than immediate family, who resides in the unit longer than a total of 14 days during a one-year period.
13. "PATIO" means an area constructed of various materials at a grade level. Grade is the level of the original concrete pad.
14. "P.M." means Park Model Trailers. They are transportable with a body width not exceeding 14', and are built on a single chassis. Park models must not exceed 400sf when constructed to ASI A-119.5 standards, and 500sf when constructed under HUD standards. They must be permanently placed (tied down) on the unit and must obtain St. Lucie County Tie-down Permits and all other St. Lucie permits are required.
15. "PORCH" means a covered area adjoining an entrance to a building and usually having a separate roof.
16. "R.V." is a recreational vehicle. These include travel trailers or motor homes, designed as temporary living quarters for recreational, camping, or travel use, which either has its own motor power or is mounted on or drawn by another vehicle. Recreational vehicle type units are self-contained with holding tanks for water and sewer. All Recreational Vehicles must be registered and display a current license plate All R.V.s must be tied down to the lot
17. "SKIRTING" - plastic, wood or any other material or substrate that encloses the space between ground level and the first floor of the unit, trailer or R. V.
18. "SPRINKLERS"- irrigation system that provides a watering source for landscaping, lawn or plantings on the lot or unit.
19. "S.F.R." means a detached single-family residence which is a structure built on a unit according to standards and sizes established by the State of Florida, St. Lucie County and Windmill Village Condo #1 Board of Directors.
20. "SUNSHADE" means a free standing, semi-permeable fabric that is UV resistant and provides cover from the sun but which wind and rain pass through.
21. "TENANT" means a person(s) leasing a unit.
22. "UNIT" means a part of the condominium property which is subject to exclusive ownership.
23. "VEGETATION" is defined in section 7.09 of the Florida administrative code.
24. LOT- the property assigned with a number to a unit owner and designated on the plat plan of the Association

B. Permitted Structures

1. Park Models and Manufactured Homes, brought into the Village, and must have proper permitting and paperwork. In addition, they must be approved by the Board of Directors before being brought in. All Recreational Vehicles must be registered and have a current license plate.
2. All units are restricted for the use of P.M., R.V., or S.F.R. Duplexes are not allowed.
3. The replacement of existing structures as outlined in B.1 must conform to establishment setbacks as referred to in Section 1C Setbacks. Variances will be considered on lots if allowed by the county.
4. S.F.R. structures built along the seawall must be designed in a manner that will not add any additional pressure or compromise the integrity of the seawall. Prior to construction, a Florida registered engineer or architect must provide a signed and sealed document to verify compliance.
5. Bay windows are allowed as long as they do not encroach into any setbacks or any other property.
6. Screening of porches extending either front and/or rear of main building living quarters is permitted. Screening must extend from a porch floor to a porch roof with the exception of the lower thirty inches (30") where kick panels are allowed. An awning type canopy either permanent or hinged is not considered a roof. Windows which meet county codes are allowed.
7. Any type of residence must be maintained in good, clean condition twelve months per year, including the exterior of a unit, driveway, landscaping, without clutter, rubbish, refuse and/or garbage and kept free of any fire hazard. Lot owners are obligated to maintain ornamental plantings, including annual and perennial flowers, and maintain weed control, whether they are residence in the Village or not. When not in the Village, it is the lot (unit) owner's responsibility to make arrangements to have the plantings and weeds taken care of. Owners shall be responsible for storing or removing any and all items that are not tied down or of a permanent nature (during hurricane season as determined by the State). Any items left outside the unit will be subject to removal by the Board or Management and billed to the owner if professional services are needed for removal of such. Items in question will be permanently removed from the property. If it is determined by the Board of Directors that the residence or unit is in need of repair, maintenance or replacement, written notice will be sent to the unit owner(s) of record.
8. Homes (units) with decks facing the road or water must have skirting or similar material.

C. Set Backs

1. A minimum front setback will be ten (10') feet from the street or gutter (unless Rule #4) applies. No structure can be placed within this setback except stairs,

a four (4') foot landing with steps or a handicap ramp to a porch or deck. Air conditioning units are also allowed in this area.

2. A minimum rear setback will be five (5') feet with the exception of those lots on the North side of the village (as defined in the Declaration of Condominium). Lots located on the center parcels (center parcels are defined as lot #s 146-168) are allowed a four (4') foot landing with steps as a means of second egress.
3. A minimum setback on the owner's side will be eight (8') feet from the structure to the property line. A minimum clear passageway 48" wide shall be maintained in the 8' setback around a unit to facilitate emergency services. Nothing of a permanent nature can be placed in this area with the exception of a one (1') foot roof overhang in the owner's airspace, sidewalks, grade level patios and vegetation. Storage sheds will be allowed if they are placed where they allow a continuous 48" wide passageway for emergency services. Shed will be sized accordingly to maintain the setback rule.
4. All units (lots) are required to have a single concrete parking area, with a minimum of eighteen (18') feet in length and a minimum width of eight (8') feet to a maximum width of twenty-two (22') feet. In the case of site built S.F.R. or manufactured home where a garage is incorporated under the structure; a minimum concrete or paver area will be ten (10') feet in depth and a minimum width of ten (10') feet. The garage must be at least twenty (20') feet in depth. Alteration to the concrete pad such as design patterns, colored concrete and cement pavers will be allowed based on approval by the Board of Directors.

D. Restrictions and Requirements

1. All new structures or modifications to existing structures shall comply with these Rules and with St. Lucie County Ordinances and Building Codes. Building permits shall be posted on the unit property. No structure will exceed a height greater than is dictated in St. Lucie County Codes. *Any new construction, or any addition to existing structure (home or unit), will require a certified field survey of the lot to ensure the new development is within property lines and setbacks. Surveys shall be filed with management at the office with the application.*
2. The area from the finished floor to the ground level must be enclosed with skirting or similar material, unless approved by the Board of Directors.
3. The elevation of a deck or porch will not exceed the elevation of the floor of the residence or R.V. The area between the deck or porch floor and the ground must be enclosed with skirting or similar material, The design of the deck or porch may include provision for use of the underlying space as storage area. However, this space will not be used for the storage of combustible materials nor for the storage or placement of flammable liquids, gases, or liquid or gas fuel-powered equipment.
4. Air-conditioning units are not permitted on common elements or on the eight (8') foot setback side (unless approved by County). Air conditioners will be

- permitted in the 10ft setback on the north side of the association, but must be removed and replaced at the unit owners' expense in the event access to the utilities is needed.
5. Carports and utility rooms are not permitted. Unattached garages must have the approval of the Board of Directors and St. Lucie County. Sheds in the 8ft setback area shall be sized accordingly as to allow a 48' clear path for emergency services. All sheds must be approved by the Board of Directors for structural material, tie downs, location and maximum dimensions. The sheds could be subject to county rules and require County approval and must be secured.
 6. Fencing must have prior architectural application and approval from the Board of Directors on file at office before beginning work. Any permits from the County are owner's responsibility. Fencing must be installed per county code.
 7. Along the north side of village in rear yard, bordering neighboring property Holiday Out, only 6ft height solid white PVC material will be allowed to conform to currently existing fences.
 8. Properties in the center of the village are allowed cosmetic fencing, maximum 3ft height along rear of property, with an 18' setback from roadway, open style fencing with 4ft gate to allow emergency service access.
 9. Cosmetic fencing for A/C/ units and/or front of R.V. is allowed with a 6ft maximum height. Posts and panels must be removed and stored indoors or under (unit) house when (unit) house is left unattended during hurricane season.
 10. Shower enclosures will be 6ft maximum height with no more than 6" opening at bottom for air flow. Must have permanent (cemented) or sleeved removable posts and removable panels for storage in or under (unit) home during extended absence during hurricane season. The association reserves the right to remove panels and posts at owner's expense if owner fails to do so prior to leaving home unattended during hurricane season or seasonal absence.
 11. No fencing, be it permanent or temporary, shall be placed as a border to separate property lines between lots, as a border in front yard or along roadway. Fenced dog runs may not be placed along east and west property lines and must meet the approval of the Board of Directors prior to installation. No fencing shall impede access to utilities, limited common or common areas unless written consent by the Board of Directors along with a signed agreement by owner for removal and replacement of the fencing when access is necessary for repairs, service or upgrades.
 12. Awnings must have prior architectural application and approval from the Board of Directors on file at office before beginning work. Any permits from the County are owner's responsibility. Awnings must be installed per county code.
 13. Awnings installed on (units) homes in the 8ft setback while in extended or open position must allow unobstructed access from front to rear of property for emergency services. No awnings to be constructed on owner's zero setback side of the (unit) home or R.V.

14. Awnings must be folded down, closed or removed from (unit) home during hurricane season. The association reserves the right to remove or close awnings (at owner's expense) if owner leaves the home unattended during hurricane season or storm warning has been issued.
15. Sun shades must have architectural application and approval from the Board of Directors on file at office before beginning work. Any permits from the County are owner's responsibility. Sun shades must be installed as per county code and Windmill Village minimum standards, as outlined below.
16. Sun shades may not be placed in the 8ft side of lot, not be used as a carport or cover over driveway, or placed in the front of a lot or structure past original footprint of pad or foundation. The Board reserves the right to issue variances on placement in the 8ft setback on the south side of the village.
17. Sun shades shall not impede access to utilities, limited common or common areas unless written consent by the Board of Directors along with a signed agreement by owner for removal of sun shades when access is necessary for repairs, service or upgrades.
18. Sun shades will be constructed of semi-permeable material to allow water to pass through.
19. Sun shades must have quick release attachment to posts for emergency removal.
20. Sun shades height restrictions:
 - a. R.V. lots – coverage to be the lesser of no higher than 2ft over the R.V. or no
 - b. (Unit) home lots – coverage to be no higher than a total of 15ft from grade.
21. Shades to rear of lots with existing homes on the north side of the village may not exceed 15ft from rear of home with a width not to exceed 22ft.
22. Shades to rear of homes on the south side of the village may not exceed 10ft from rear of home and a width not to exceed 22ft. No posts or shades on the south side will be allowed in setbacks or easements without prior Board approval.
23. Shades on lots with open (R.V.) pads or on center lots (146-156 and 157-168) may not be erected outside the pad area from east to west. They may not cover any part of the pad driveway but may extend past the rear of pad not to exceed a 3ft setback from the street.
24. Sun shades must be free-standing, semi-permeable, hurricane resistant to winds of 75 mph, must have quick release attachment to posts, and be removed for extended periods of absence from home or during hurricane season.
25. The association reserves the right to remove sun shades (at owner's expense) if owner fails to do so prior to leaving home unattended during hurricane season or seasonal absence.

26. Sprinklers – irrigation systems must be approved by the Board of Directors. Approval will be based on system type, location and ability to control water runoff. Plans must be submitted by Architectural Application prior to installation.
27. Pavers- Pavers must be approved by the Board of Directors. Plans must be submitted by Architectural Application prior to installation. Approval will be based on proposed paver location and the amount of current greenspace (grass and vegetation) on the lot.

E. Application Procedure

1. No work is to begin before approval by the Board of Directors, and issuance of all necessary St. Luce County permits and approvals. No SFR, PM, Manufactured Home, Modular Home, RV will be placed in Windmill Village without advanced written approval from the BOD. All county rules and permitting regulations must be followed. Any failure to comply may result in legal action, including but not limited to fines, injunction, and suit for damages and/or towing of any unapproved structure.
2. All outside contractors must submit proof of having valid contractor's license, a valid certificate(s) of liability and workers compensation insurance and a security deposit of \$1,000.00 to be held by the association. Security deposits will be returned upon completion of the project and after a satisfactory inspection of the surrounding common element by the Board. Unit owners must supply a copy of these documents to the Board of Directors or Manager prior to the commencement of work. Repair, maintenance, or interior remodeling of an existing structure that does not change its exterior footprint is not subject to the requirements of this paragraph. Failure to comply with this section will result in a \$50 per day fine for each day in violation, up to the amount allowed by Florida statute and our governing documents.
3. Applications for S.F.R. on any unit (lot) must be submitted to the Board of Directors for approval prior to beginning construction. A meeting between a member of the Board, the contractor(s) and the owner(s) to review the association rules and guidelines procedure for new or remodeled construction, is mandatory prior to approval by the Board of Directors. The application must be accompanied by a complete set of working plans/drawings and a site plan, including all electrical and plumbing/sewer specifications and locations of all utilities removed, repositioned or added. All county rules and regulations must be followed. Any new construction, or any addition to existing structure (home or unit), will require a survey of that lot to ensure the new development is within property lines. Surveys shall be filed with management at the office. Failure to comply with this section will result in a \$50 per day fine for each day in violation, up to the amount allowed by Florida statute and our governing documents
4. The County permit must be displayed on the lot before construction begins.
5. Any planned changes to the exterior of any existing structure that encroaches on or into a common are not allowed

6. Construction materials may not be stored on adjacent units/lots or in the common areas unless written permission is obtained in advance. Any damage to adjacent units/lots/common areas during construction must be restored to original condition. The owner of the property under construction is responsible for said damage.
7. The owner will be liable for any damages to any common utilities, common areas, roadways, and neighboring property caused by the owner or his contractors.
8. It is the owner's responsibility to see that all contractors maintain the entire site in a neat, clean, and safe condition at all times.
9. In the event that any housing structure is damaged to the extent that the housing unit is determined by one or more Federal, State, or County agencies, or by a vote of the Board of Directors of Windmill Village, to be condemned or otherwise not approved for habitation or not repairable, it is the owner's responsibility to contract to have the housing unit demolished and removed within 60 days of said determination, and to have that demolition and removal completed within 120 days of contract. A unit with housing structure in said condition which is put up for sale shall have the demolition and removal completed by the seller (owner) prior to the finalization of the sale. In any event, putting the unit up for sale does not relieve the owner from the obligation to complete the demolition and removal of the damaged housing in the 60-120 days as stated above. In the event of a hurricane or catastrophic event, this time may be extended.

SECTION 2

Leasing of Units/Lots

In accordance with Article 10 of the Declaration of Condominium for Windmill Village by the Sea Condominium No. 1, no unit owner may lease a unit without the approval of the Association, except to another unit owner. Before a unit may be leased or occupied by a Tenant, a written Notice of Intention to Lease (long term) must be provided to the Association by the unit owner or agent no less than 14 days in advance of occupancy. An incomplete Notice of Intention to Lease will be returned to the owner. As per our governing documents, the Board may either approve or disapprove the proposed lease within thirty (30) days of receipt. Residency by lease may be denied based on a negative background report that does not comply with our governing documents. Tenants are prohibited from bringing pets on property. (see below) Please submit forms as early as possible to ensure approval prior to occupancy. Units advertised online or with any rental/real estate company will be deemed leased units for which the Association/Board approval is required.

1. Owners must disclose to the tenant(s) any outstanding fines or fees that would limit the use of facilities common areas, including the clubhouse. Owners in arrears or with outstanding fines, will not be approved to lease their units until such have been satisfied.

2. A Notice of Intention to Lease and certificate of approval is not required for tenants renewing yearly leases on the same property and with no other changes to the lease or occupancy.
3. A Notice of Intention to Lease (short term) and fee must be submitted to the office at least 7 days prior to arrival, for guests staying 90 days or less. A certificate of approval is not required for guests staying 90 days or less.
4. A Notice of Intention to Lease (long term) for guests staying 91 days or longer, and associated fees must be submitted to the office at least 14 days prior to guests' arrival, A background check on all guests 18 years or older must be performed prior to association approval of the lease.
5. Only a licensed real estate broker and their employees may act as a leasing agent for owners in the Village. Owners may lease their own units without a licensed agent. An owner or leasing agent will supply the tenant(s) with a copy of the "rules and regulations," and the owner is ultimately responsible for compliance of their tenant(s).
6. A single bedroom unit may not be leased or occupied by more than four (4) adults per unit. A two-bedroom unit may not be occupied by more than six (6) adults. The exception to this rule is when the unit is occupied by the owner's family.
7. Subleasing is not permitted.
8. For Rent or Lease signs are not permitted in the Village. Postings can be placed on the Windmill Village website and/or posted on the Information Board located at the entrance.
9. Owners who lease their unit are reminded that they forfeit use of all privileges and uses (derived from the leased unit) of the Clubhouse, bath houses, pool, and common element in the Village during the term of the tenant's stay. Owners do not lose their right to vote on association matters while renting their unit.
10. Maximum length of any lease will be one (1) year.
11. If the unit owner(s) of record are not occupying the unit and the occupants are not paying rent, they will be considered tenants of the unit owner and will be required to complete a Notice of Intention to Lease Form. Occupants or guests staying longer than two weeks will be required to submit a Notice of Intention to Lease Form and to adhere to the same rules as tenants. Exception to this rule is "Immediate Family", which is: Grandparents, Mother, Father, Son, Daughter, Sister, Brother or Grandchildren.
12. Owners with unpaid assessments or outstanding fines will not be allowed to lease property in Windmill Village by the Sea Condominium No. 1. without approval of the Board of Directors.
13. Owners, Tenants, and occupants shall not commit, or permit on Windmill Village property, any nuisance, and annoyance, immoral or illegal act which obstructs or interferes with the rights of others. Tenants who do not adhere to the rules and regulations will be denied future rental privileges at Windmill Village. Any two documented rule violations, including those that result in police intervention, shall result in an immediate lease termination and denial of future rental privileges. The

associations right to terminate shall be set forth by the lot owner in the terms of the lease. The association may levy reasonable fines for the failure of the owner to the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or rules of the association.

14. Tenants are prohibited from bringing pets on the property. An owner who acquires title to a unit after March 24, 2025 shall not allow his/her tenants to bring pets on the said unit, its limited common elements or the common elements
15. Owners must inform their tenants of parking space limitations so as to ensure vehicles will be parked fully in the driveways and not extending into the street.
16. The association reserves the right to collect rental income from tenants whose property owner is in arrears of maintenance fees in excess of 90 days.

Sale of Units

1. Except for a sale to another unit owner, selling or purchasing a unit in Windmill Village requires a completed New Owner Application, application fee (up to the limit allowed by Florida Statute), background checks on those 18 years or older, and a copy of the sales contract be filed by the purchasers to then be approved by the Board of Directors. As per our governing documents, the Board may either approve or disapprove the proposed sale within thirty (30) days of receipt of the application. Residency may be denied based on a negative background report that does not comply with our governing documents. Owners selling their unit must turn over ~~in~~ their gate cards, mailbox keys, parking pass and clubhouse key to the new owners at closing. The Certificate Page of this New Owner Application is to be recorded in the public records of St. Lucie County at the expense of the Purchaser.
2. All new owners will need to contact the office manager to register gate cards, acquire vehicle parking sticker and to complete any other necessary documents.
3. For Sale signs are *not* permitted in the Village. Postings can be placed on the Windmill Village website and/or posted on the Information Board located at the entrance.

SECTION 3

Vehicles and Parking

1. Speed limit is 10 mph on Village streets.
2. All one-way and instructional signs must be obeyed by all vehicles.
3. Pedestrians ~~will~~ have the right-of-way.
4. Unlicensed automobiles, R.V.s, trailers, and unregistered boats are not permitted on a unit, *or in the canal*. Motorized vehicles, or trailers required by the state to be registered and insured must display a current license plate. Boats may not be stored anywhere on a unit, the lot or on the condominium property. All (vehicles) automobiles, golf carts, R.V.s, trailers and watercraft

- must be maintained in good condition. Boats/trailers are allowed on a unit no more than 72 hours at a time in the course of a week.
5. Only minor maintenance of owner's boats, automobiles and motors requiring no more than 8 continuous hours is permitted on unit lot.
 6. Subject to the limitations set forth in number 4 above, during hurricane season R.V.'s and golf carts must be substantially tied down or removed from the property when the unit is unoccupied. All R.V.'s (other than Motor Homes) parked on lots must have tie downs installed to the concrete pad between May and November.
 7. Parking at the bath houses is for temporary use by guests visitors and owners. Extended use of the parking spaces is not permitted without permission from the Board of Directors.
 8. Unit occupant's and guests' vehicles including automobiles, motorcycles, boats, jet skis, and trailers must be parked on their concrete driveways. Parking on the unit's lawn is not allowed. Golf carts may be parked on the driveway, pavers, stone base or on a concrete pad. On street parking is prohibited in the village.
 9. Visitor's vehicles are to be parked at the bath houses or exchanged with the owner's unit parking spot. Owners will then park at the bath house or Clubhouse lot.
 10. Service vehicles must be parked at the bath house unless necessary for servicing the unit.
 11. Parking on other owners' empty lots requires that owner's permission.
 12. R.V.s may park on the street for loading and unloading for up to six hours during the daylight hours. An R.V. may be parked for up to 48 hours in a driveway for loading and unloading.
 13. Vehicles used for work purposes must be kept neat and free of visible work equipment such as ladders, buckets, etc.
 14. Owners or the owners' agent shall ensure that prospective tenants and guests are informed of the parking limitations in Windmill Village prior to their tenant's or guest's arrival thereby avoiding a situation where a vehicle is too large to fit in the available space.
 15. Vehicles parked at the Clubhouse must have permits visible through the windshield.
 16. The Clubhouse lot may not be used for additional parking for a unit owner's or tenant's vehicles.
 17. Vehicles, including bicycles and golf carts, will have lights and reflectors when used after sundown.
 18. Any guest who has a motor home or R.V vehicle, that is visiting a resident, is allowed on a unit if it is used only as a means of local transportation. Hookups and occupancy are not permitted.

19. No person under 16 years of age will be allowed to operate any motorized vehicle unless accompanied by an adult.
20. No motor vehicles shall be driven outside of designated roadways. Using golf cart path for motor vehicles is prohibited.
21. Vehicles parked illegally on the street, the limited or common element or grass areas in the Village may result in the vehicle being booted. Booting will be removed at vehicle owner's expense.
22. Non-motorized watercrafts such as kayaks, canoes, paddle boats, and the like, when not in use, must be stored each night in the backyard or on the side of the unit.

SECTION 4

Landscaping

1. Management, at the direction of the Board of Directors, may remove trees, plants, or any object from the common element.
2. Trimming around curbing, stones and around plants are the responsibility of the unit owner.
3. Trimming next to skirting or the base of a structure is the owner's responsibility unless adequate protection is provided to protect from damage by mowing contractor's equipment. Vertical protection must be at least six (6) inches height or horizontal spacing must be at least six (6) inches wide.
4. All water irrigation systems must be approved by the Board of Directors prior to installation.
5. Plants used as "living fences" must not be more than four (4) feet in height, within 10' of the roadway and be kept clear of the roadway, and shall not encroach on a neighbor's property.
6. All plants and landscaping shall conform to section 7.09 of Florida Administrative Code.

SECTION 5

Gate Cards and Parking Passes

1. Owners are entitled to two (2) gate cards per unit. One extra card may be purchased for \$25.00. The limit of active cards is three (3) per unit.
2. Provisions for health care workers and contractors for access to the property is the responsibility of the owner or tenant.
3. It is the owner's responsibility to provide a gate card(s) and a parking pass to their tenant. Cards used for rental properties will be registered to the unit. Owners are responsible for their tenant's use and care of their gate cards and parking passes. Any lost or damaged cards will be deactivated and a fee of \$25.00 is required to

obtain a replacement card. Additional lost or replacement passes cost \$25.00. Stickers may not be shared or moved from vehicle to vehicle.

4. Clubhouse Parking permits and booting: Any vehicle, including motorcycles, parked at the Clubhouse must display a permit (windshield sticker or guest pass). Owners will receive a window sticker for their vehicles and are entitled to one guest parking pass per unit. Owners are responsible to provide their tenants with a guest pass for parking at the clubhouse. Any vehicle parked without a permit will be booted or towed at the expense of the vehicle owner.
5. *Booting disclaimer – Management, Windmill Village by the Sea Condominium Association and the Board of Directors are not responsible for the illegally parked vehicles that receive a boot to immobilize. Windmill Village will be held harmless for damages that may be caused to your vehicle in the case you attempt the removal of the booting device.

SECTION 6

Pets – the following rules were created in conjunction with St. Lucie County Ordinance Sec. 94.01 (Noise) and Chapter 6 Ordinance no. 15-12 (Animals)

1. No animal or fowl will be kept or maintained on your property or in your unit except customary household pets defined as dogs, cats, aquarium fish or birds.
2. Tenants are prohibited from bringing pets on the property. An owner who acquires title to a unit after March 24, 2025 shall not allow his/her tenants to bring pets on the said unit, its limited common elements or the common elements.
3. A maximum of two (2) pets per household is allowed.
4. Pet registration at our office will be required for all dogs and cats residing in or visiting Windmill Village. Pet owners are responsible to maintain license, vaccination and required shots for their pets as per county or state law.
5. All pets must be on a leash (that is in the control of the person walking the pet) when OUTSIDE the home, trailer, or RV, while being walked to the pet walk and/or while on golf carts, bicycles, or open-air vehicles. Retractable leashes must be in accordance with the pet's weight. Pets left outside the home, trailer, or RV must be on a leash/lead not to extend past the property line. There will be NO EXCEPTIONS to the leash rule.
6. Pet owners are responsible to pick up solid droppings and dispose of them immediately in trash receptacle provided in the pet walk area. No droppings shall be placed in neighboring owners trash cans.
7. The use of your neighbors' lot or property as a pet walk is prohibited.
8. Excessive barking by dogs must be controlled immediately. Any dog left unattended that barks excessively will be reported to the County Animal Control and/or Policy in observance of County Noise Ordinance.
9. Any two (2) valid complaints against a pet will be reported to St. Lucie County whose decision that this pet constitutes a danger/nuisance will be final and the animal must be removed.

10. When filing a complaint with management, it is recommended that you include pictures and/or audio files of the animal or noise in question that is creating a concern. This will help to prove the complaint with the County.
11. No pets are allowed in the Clubhouse, bathhouses, or laundry rooms.
12. Dangerous Dogs: Any incident that occurs that conforms to Florida Statute for dangerous dogs will be reported to the County to enforce removal. Refer to County website for information on Dangerous Dogs.
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0767/0767.html. Windmill Village Association will follow the guidelines as set forth in F.S. 767.11 Law and in St. Lucie County Ordinances Chapter 6 pertaining to dangerous dogs.
13. If a dog has been declared to be a dangerous or nuisance dog by the State of Florida, St. Lucie County, or the Windmill Village Board of Directors, the owner(s) of said dog must remove the dog from the Village within 7 days. Once a dog has been declared dangerous or a nuisance, and until it is removed from the Village, the dog is not permitted on the common elements at any time with the only exception being when the dog is secured inside a vehicle (not a golf cart or similar open vehicle) for transport through the common element. The dog also must wear a muzzle when outside the dwelling of the unit.
14. In the event of a dog being declared dangerous or a nuisance and/or the owners failing to comply with the Board's request to remove the dog from the Village, the Board may seek any relief permitted under Florida or St. Lucie County law and may act in an emergency manner.
15. Service Animals: Anyone claiming the use of a service animal in Windmill Village will adhere to Florida Statute 413.08 pertaining to "service animals." Anyone claiming the use of a service animal that does not conform to Florida Statute will not be allowed in the Village.

SECTION 7

Docks

1. All docks, and lifts must be stand-alone with nothing attached to the seawall or seawall cap and the seawall must be left exposed for inspection and maintenance. Boat lifts and davits can only be attached to the catwalk (catwalks cannot be attached to the seawall). Docks, lifts, and parked boats may not impede navigation with other unit owners' ability to use the canal frontage.
2. All docks, and boatlifts must meet county construction and engineering regulations and require county permits and must be approved by the Board of Directors. Only one boatlift will be allowed per lot with the exception of an additional single pole personal watercraft lift. Plans for docks, and boat lifts shall be submitted to the Board of Directors for approval before any construction is started.
3. Before starting construction, owners will sign an agreement attesting to their sole obligation to keep their docks and lifts repaired and maintained in a safe condition.

4. Parallel docks may go from lot line to lot line, but no dock may be higher than the concrete cap of the seawall. In order to keep perpendicular catwalks to a minimum, perpendicular catwalks will only be allowed on twelve (12) foot lots straddling the lot line between two twelve-foot lots. A special case will be made for lot #117 where there is only one twelve-foot lot. There will be no more than one perpendicular catwalk per lot except as approved by the Board of Directors for special circumstances.
5. No dock (catwalk), boatlift or parked boat can extend out into the canal more than the lesser of 25 ft or 25% of the width of the canal and there can be no "T" extensions at the end of any catwalk out in the canal. Catwalks permitting access to boats on angled boatlifts may be allowed by approval of the Board of Directors.
6. Boats located in the canal may not be lived in or slept in. However, electrical services may be used for bilge pumping or other maintenance purposes. The canal is not a storage facility and therefore, boats located in the canal must have current registration and be registered to members or current tenants of the association.
7. No leasing, renting or loaning of catwalks, docks or lifts is allowed except to another unit owner of Windmill Village.
8. Pilings may be placed not more than the lesser of 25 ft or 25% of the width of the canal away from the seawall.
9. Upon sale of a unit, docks, davit, lifts, and other items used on conjunction with the seawall or waterway will be upgraded to meet current safety and acceptable engineering standards and all current dock rules. Any structure in violation of current rules and regulations shall be subject to repair or removal prior to transfer of property ownership, unless a prior agreement in writing is reached between the owner and the Board of Directors.
10. A waterway committee may be formed to inspect the docks seawall and cap and make recommendations to the Board of Directors. This committee will aid in the enforcement of rules pertaining to the docks and waterway.
11. Angled docks or boatlifts are allowed subject to advance notice to adjoining owners, written approval by the Board first obtained, and subsequent permitting and compliance with all relevant County requirements.
12. It is the responsibility of the owner to obtain and provide proof of liability insurance coverage in the amount of \$100,000.00 on their property.
13. The overall length of the boat including motor shall be 30' on wide (parallel) waterfront docks and 25' on narrow (perpendicular) docks. (The angle of the boat including motor cannot intrude into an adjoining waterway lot. Exceptions will be on the properties that have more than 30 ft of seawall from the east lot line to the west lot line. Boats on those lots must be sized to fit within the lot lines as outlined above. No boat or dock may encroach or extend past neighboring property lines.

SECTION 8

Miscellaneous

1. Quiet hours are 11:00 PM to 7:00 AM. Please respect these hours.
2. Commercial activity is not permitted unless it is considered by the Board of Directors to be a service to the unit owners only. Signs advertising a business or business locations on a unit are not permitted. No commercial equipment can be stored on a unit.
3. Solicitation of any kind is not allowed in the Village unless approved in advanced by the Board of Directors.
4. Outdoor drying of clothes (excluding bathing suits and beach towels) is not permitted on the unit.
5. In ground garbage pail containers must have a secure cover in good condition along with a pail with a handle and no corrosive holes in the bottom.
6. All trash must be deposited in a secure trash container. Anyone vacating their lot who leaves trash or yard waste must adhere to the trash pick-up schedule or make arrangements for someone to tend to the trash in their absence.
7. Broken concrete is to be repaired or replaced unless it is within five (5) feet of the seawall. In that case, it can only be replaced by readily removable pressure treated wood, blocks, or grass. No concrete or anything of a permanent nature will be allowed to cover the area within five (5) feet of the seawall. Should for any reason an owner construct or erect items that hinder the repair of utilities, seawall or any infrastructure located on common or limited common element, as a direct result of assembling or otherwise acquiring property with violations as noted above, the responsible owner will incur the cost to remove obstructions.
8. No permanent alterations to the Village lights or poles are allowed.
9. Only rope, plastic, coated or stainless chain may be used to block access to driveways. Flag, ribbons, etc. hanging from these lines are not permitted.
10. Fishing is permitted only in the grassy areas behind the bath houses (where the fish cleaning stations are located), in the grassy area by the boat launch and on your own lot. In order to protect the health, safety and welfare of all unit owners, residents and guests, activity such as walking or sitting on the common element seawall is strictly prohibited.
11. Any open, screened or pitted fire is prohibited on owners' lots or common area.
12. The boat ramp is for the use of members of Windmill Village or their guests only. As this waterway entrance may have vegetative growth it can be slippery. The boat ramp may be used at your own risk. Windmill Village is not responsible for any mishaps or accidents that occur while using the boat ramp.
13. **DO NOT FLUSH ANYTHING IN TOILETS EXCEPT TOILER PAPER EVEN IF THE PRODUCT READS 'FLUSHABLE' ON THE PACKAGING. DAMAGE TO OUR SEWER STATIONS WILL OCCUR IF THIS RULE IS NOT ADHERED TO.**

SECTION 9

Clubhouse and Pool

1. Owners and guests must abide by the Rules that are posted at the pool.
2. The Clubhouse is available for use by its owners, tenants, family members, and paid recreation members. All members are to enter the facility with a registered gate card. The gates will allow entry to the Clubhouse between the hours of 6 a.m. – 11 p.m. and all members must vacate the building by 11 p.m. The only exception is when there is an approved scheduled event being held that would go beyond the 11 pm time frame. The pool is available from 7 a.m. to dusk.
3. There is NO Smoking/Vaping in the Clubhouse, gazebo or pool deck area. Smoking/Vaping is only permitted in designated smoking areas.
4. Wet bathing suits or clothing is not permitted in the lobby, office, activities room, or ballroom. A person must be fully clothed to use upholstered furniture.
5. Sand must be removed from feet and shoes before entering Clubhouse.
6. All guests must be accompanied by the owner/tenant when using the facility with the exception of unit owner's immediate family members (grandparents, son, daughter, sister, brother, mother, father, and adult grandchildren). Unescorted family members may not bring their guests.
7. Tenants and guests shall be responsible for compliance with all Clubhouse Rules. Failure to comply with the rules, including but not limited to allowing unauthorized individuals to have access to the facilities can result in forfeiture of the right to access and use of the facilities and demand for immediate return of access keys will result.
8. An owner who leases or rents their property to other relinquishes all rights and privileges to the facility (associated with the leased unit) during the period of their tenant's occupancy.
9. Unit owners, tenants, registered guests, and owners of Windmill Units and Riverwatch have parking privileges. Unauthorized vehicles will be tagged and booted or towed at owner's expense. An owner or tenant may temporarily park an R.V. or boat in the parking lot with prior approval of the Property Manager or Board of Directors.
10. The Property Manager, maintenance worker or a Board Director are the only persons permitted to change the controls on the pool heat pumps.
11. Poster, signs, and notices placed in the Clubhouse must be approved by the Property Manager, or the Board of Directors.
12. Schedule permitting, residents may reserve the 2nd floor ballroom for an activity or event. Arrangements must be made with the office manager.

13. Annual Clubhouse memberships will be made available to unit owners of Windmill Homeowners in Riverwatch and Windmill Estates. Each membership includes the use of the Clubhouse, pool, shuffleboard, and gazebo, and entitles members to any Windmill Village sponsored events. Owners from Windmill Estates and Riverwatch properties are allowed access to the beach via Windmill's ramp and parking along the north side of the property only.
14. The pool hours are 7 a.m. to dusk.
15. No climbing over the pool fence.
16. Bathing suits must be worn at all times in the pool. Street clothes or anything other than a bathing suit is prohibited attire for use in the pool.
17. All trash must be picked up and deposited into covered trash receptacles before leaving the pool area.
18. No vulgar or offensive language.
19. Any persons found not following these rules or who cause a disturbance, unreasonable noise, annoyance, or harassment in any Clubhouse area will be asked to leave. Any serious offense or refusal to leave will be reported to the Sheriff's Department. In addition, any owner or tenant who violates the above rules will be subject to a fine, suspension of privileges or both.

SECTION 10

Golf Carts

1. All golf carts must have a minimum of \$100,000.00 liability insurance.
2. Golf cart operators must be at least 16 years old and have a photo ID to operate the cart without adult supervision. Anyone operating a golfcart under the age of 16 must be accompanied by an adult who assumes responsibility for the minor child.
3. Operators must drive single file unless passing.
4. Operators must not engage in pulling people on inline skates, roller skates, bicycles, or wagons, etc.
5. Operators must not permit people to hang on OR stand on the carts.
6. Operators must not permit more passengers than the seating capacity of the cart.
7. Golf carts must be kept in operational condition. A golf cart that cannot be operated in the manner for which it was intended, shall not be stored on the unit property. Golf carts may not be parked or stored on the grass at the owner's lot.
8. Maximum of one golf cart per unit unless additional parking space is provided for on the lot.

SECTION 11

Inspection and Copying of Association Records

1. Section 718.111(12)(c) of the Florida Statutes provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The following rules governing inspection of the Official Records of the Association are adopted as follows:
2. A Unit Owner desiring to inspect Association Records shall submit a written request via Regular US Mail, Certified US Mail, or hand delivery to the office of our property manager or Board of Directors. Requests made verbally, by facsimile, E-Mail or other means do not comply with this rule.
3. A unit owner's inspection request shall be deemed received as follows: If sent by regular U.S. mail, five days after the date of post-mark on the letter transmitting the request; By hand deliver during regular business hours, the day following the receipt of hand-delivery; If by U.S. Certified Mail Return Receipt Requested, the date that the receipt card was signed for by the Association.
4. The written request must specify the particular records the unit owner desires to inspect or copy, including pertinent dates or time periods.
5. Inspection or copying records shall be restricted solely to the records specifically designated in the written request for inspection or copying and shall be conducted solely by the unit owner signing the inspection request or their authorized representative. No inspection or copying of any other records shall be permitted. If more than one unit owner desires to inspect the same records, the Association may require that such inspections are conducted at different times.
6. Records will be made available for inspection within 10 working days of receiving the request. The Association shall always use its best efforts to make records available for inspection by the tenth (10th) working day after receipt of the request. In addition, this time frame shall be extended in the event the records are as voluminous, or otherwise in such condition as to render the time frame unreasonable.
7. The inspection of records shall be conducted at the office where the Associations' records are maintained or at such other location as may be designated by the Association.
8. The Association shall notify the unit owner by telephone or in writing, that the records are available and the time, date, and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office.
9. A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association or on the Associations copier, the cost shall not exceed fifty cents (\$.50) per page. If copies are made by outside vendors, the actual cost of copying shall be charged to the Unit Owner.

SECTION 12

VIOLATIONS, FINES AND FINE/RULE COMMITTEE

VIOLATION AND FINE PROCESS

Note: It is the responsibility of every owner, guest, and tenant in Windmill Village to have in their possession and read thoroughly a current copy of the Rules and Regulations. Copies of all governing documents including the Rules and Regulations can be downloaded or read online at www.wvbythesea.com or a printed version can be obtained from the management for a \$5.00 fee. The owner of the property is ultimately responsible for their tenant's compliance with the Rules and Regulations. Fines can be imposed against homeowners, tenants, and guests. Owners can be fined for their tenant's and guest's non-compliance with the Rules and Regulations.

FINE/RULES COMMITTEE DESIGN AND PURPOSE

The purpose of this Committee shall be to review and recommend new rules or changes to the existing rules to Board of Directors. The committee shall also serve as an avenue for owners who wish to present their case for appeal of a violation or suspension that has been levied against them.

The Fine/Rules Committee ("the Committee") should consist of 5 or more members made up from Windmill Village homeowners. A panel of 3 members of the Committee shall be formed for the purpose of hearings. These three members must not be officers, directors, employees of the association, or be a spouse, parent child, brother, or sister of an officer, directors, or employee of the association. The role of the panel is limited to determining whether to "confirm or reject" the violation, fine or suspension levied by the Board. The panel must confirm or reject the fine or suspension by a majority vote. A list of current committee members shall be held in the office and posted on the community website.

Section A – NOTICE OF VIOLATION

1. The owner and tenant (if applicable) will be sent a Courtesy Notice of the rule infraction via electronic and regular mail. This notice will contain a description of the violation, the authority in the governing documents to cite the issue as a violation, and a 7-day time frame for correction. In the event of an emergency, a 24-hr. time frame for correction will be issued if the violation is a safety concern to property or other persons. At this stage there is no fine imposed. A Courtesy notice will only be sent one time for the same violation within a two-year period. Courtesy notices will not be sent for certain automatic fines. We recommend you contact the office to discuss the notice of the violation.
2. If the violation has not been corrected within the required timeframe as outlined in the Courtesy notice, the owner will be sent a Final Notice in writing via regular

mail or hand-delivered letter that the violation still exists and the owner will be given a 7-day time frame to comply. This Final Notice letter will contain all the elements listed above in the Courtesy letter, plus a warning that a fine will be levied after the 7-day period lapses. The letter will contain the amount of the fine.

3. Violation(s) of the following Rules will result in a set fine of \$100.00: (Section 1 and 2 above do not apply, but you will be notified of your right to appeal the fine).
 - a. Proof of not picking up dog waste attributed to the dog you are walking.
 - b. Failure to file an architectural application, including landscaping, paving and/or commencing work on your lot prior to Board approval.
 - c. A tenant moving into your home or lot prior to receiving Board approval.
 - d. Littering in common or limited common areas.
 - e. Walking/having a pet not on a controlled leash after a Courtesy notice was served to you or your tenant.
 - f. Unregistered pet.
 - g. Improperly stored trailers (with or without watercrafts, boats, or motorcycles) on a unit's lot.

Note *Any person who is fined for the above infractions will be given a 14-day notice of the fine hearing and date at which time they can present their case for appeal (as described in Section B-Fine Procedure.

Section B – FINE PROCEDURE

1. If the violation has not been corrected within the 7- day time frame, or after a set fine has been levied, fining will begin and the owner/tenant(s) will be notified of the Board's intent to schedule a hearing for appeal of the fine, with the Fine/Rule Committee. This letter will state the violation, the amount of the fine and the time and place of the hearing. The owner/tenant(s) may request an alternate date and time if needed.
2. If the owner/tenant(s) is present, the property manager will present the case first and the owner/tenant(s) will follow with their case for appeal. A question-and-answer session by the Committee may follow. After all parties have sufficiently presented their case and answered all questions, the hearing will end. The Committee will then privately discuss the case and make its decision to "confirm" or "reject" the fine as imposed by the Board. After the decision is made, the Committee chair will immediately notify the property manager, who will in turn notify the owner/tenant(s), as set forth in Section C, below.

Section C – COLLECTING THE FINE/SUSPENSION

1. After a fine is confirmed by the Committee, the property manager will notify the owner/tenant(s) by mail or email, of the Committee's ruling and an invoice for the fine. The owner/tenant(s) then has 10 days after the date of the notice to collect is sent to remit payment.
2. The Board may also suspend the owner's or tenants' rights to common areas and facilities for any violation of the Association's Declaration of Condominium, By-Laws, Rules and Regulations, and for failure to pay fees or fines for ~~more than~~ within 90 days. Owners with unpaid fines, or any other monetary obligations, on their account over 90 days delinquent, will not have any tenant application approved until the fine, or other monetary obligation, is paid. The owner or tenant(s) will have the right to go before the Fine/Rules Committee regarding the suspension of the right to use the common areas and facilities for the violation of the Declaration of Condominium, By-Laws, Rules and Regulations. The same procedure for appeal (Sect B par 2) applies to suspensions of the right to use the common areas and facilities for the violation of the Declaration of Condominium, By-Laws, Rules and Regulations. If the Committee confirms the suspension, the Clubhouse facility privileges, including use of pool, will be suspended.
 - a. The Board ~~also~~ reserves the right to file suit in small claims court to enforce collection of the fine as confirmed by the Fine/Rules Committee if such is not paid within the time frame allowed by law. All attorney fees, filing fees and other expenses incident to the enforcement of these Rules and Regulations will be paid for by the non-prevailing party.
 - b. Owners with monetary obligations over 90 days will have their voting rights suspended. The suspension of voting rights will be confirmed at a Board of Directors meeting, and a letter will go to the owners, to inform of the suspension, but no hearing committee meeting is necessary.
 - c. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b) of the fine procedure. However, the fine may not exceed \$50.00 per day per violation or \$1,000.00 in the aggregate for a continuing violation.

Q and A

When does the fine begin?

Fining begins on the 8th day if the owner does not correct the violations within the 7 day allotted time as described in the Final Notice (Sect A Par 2.) If the violation is cured within the 7-days, the fine will not be levied.

What is the fine for a rule violation?

The fine amount may be a set amount (ex. \$100.00) or \$50.00 per day per violation, for each day the owner/tenant/guest is in violation, with a ceiling of \$1,000,00.

Can a new fine be imposed for the same violation if the original fine reaches \$1,000.00?

If a violation is properly noticed and a hearing properly held and the fine was ratified by the Committee, the case is essentially closed. If the owner has still not complied, then the Board of Directors may fine the owner again or pursue other remedies to address the

violation, including, but not limited to, the filing of a Petition for Arbitration with the Division of Florida Condominiums, Timeshares and Mobile Homes, or the filing of legal action in Civil Court.

The foregoing Rules and Regulations shall take effect immediately upon adoption by the Board of Directors of the Association and are subject to amendment and to the promulgation of further Rules and Regulations in the manner provided by the Articles of Incorporation and the By-Laws of the Association.

Approved by the Board of Directors of the Association this 24 day of March 2025.