

RESTRICTIONS AND REGULATIONS

(Revised April 12, 2016)

Condominium living is different from that which most of us are accustomed. In exchange for the benefits which flow from condominium living, we undertake certain financial responsibilities and subject ourselves to various regulations relating to the use of not only the Common Areas, but also the individual units we own and occupy.

The following excerpts from the Declaration of Condominium and the Regulations adopted by the Board of Directors and the attached Meadows Basic Restrictions, set out the restrictions and regulations which guide and govern all who own, lease or occupy units. The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing and restricting the use and maintenance of the condominium units and common elements and other property owned or operated by the Association as may be deemed necessary and appropriate to prevent unreasonable interference with the use thereof and to assure the enjoyment thereof by the unit owners. Such rules and regulations shall not be inconsistent with the Florida Condominium Act, the Declaration of Condominium, the Articles of Incorporation and these Bylaws.

In order to assure a pleasant environment and maintain or increase property values, every owner and resident should be aware of and abide by the specific financial responsibilities, regulations, and restrictions of Hampstead Heath Condominium Association. The Board intends to enforce all of these rules and regulations in an even-handed manner so as to make Hampstead Heath a desirable place to live. In order that all owners and residents know their responsibilities, it is essential that owners provide all persons who rent or otherwise occupy their units with a copy of the Hampstead Heath Rules and Regulations.

A. DECLARATION OF CONDOMINIUM

13. RESTRICTIONS UPON USE. No owner, tenant or other occupant of a condominium unit shall:

- a) use the unit for other than single family resident purposes;
- b) do any of the following without prior written consent of the Association Board of Directors; paint or otherwise change the appearance of any exterior surface; place any sunscreen, blind or awning on any exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner facing the exterior of the unit; tint, color or otherwise treat uniform exterior appearance of the building; plant any planting outside of a unit; erect any exterior lights or signs; place any signs or symbols in windows or on any exterior surface, erect or attach any structures or fixtures within the common elements make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; nor fasten any objects to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure; placed on or in common or limited common areas statuary, bird baths, children's pools, etc. (*Refer to revised and adopted Rules and Regulations for supplement to this Declaration restriction*);
- c) permit loud and objectionable noises or obnoxious odors to emanate from the unit which may cause a nuisance to the occupants of other units in the sole opinion of the Board (*Refer to revised and adopted Rules and Regulations for supplement to this Declaration restriction*);

- d) make any use of a unit which violates any laws, ordinances or regulations of any governmental body;
- e) fail to conform to and abide by this declaration, the articles of incorporation and the Bylaws of the Association and the uniform rules and regulation in regard to the use of the units and the common elements which may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors access to the unit as permitted by the condominium act;
- f) erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or in any of the common elements, except with the written consent of the Association Board of Directors;
- g) permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or in the common property;
- h) commit or permit any public or private nuisance, in the unit or in or on the common elements (***Refer to revised and adopted Rules and Regulations for supplement to this Declaration restriction***);
- i) divide or subdivide a unit for purpose of sale or lease ...;
- j) obstruct the common way of ingress or egress to the other units or the common elements;
- k) hang any laundry, garments or other unsightly objects which are visible outside of the unit;
- l) allow anything to remain in the common areas which would be unsightly or hazardous;
- m) allow any rubbish, refuse, garbage or trash to accumulate or fail to keep the unit and the limited common elements appurtenant thereto in a clean and sanitary condition at all times;
- n) allow any fire or health hazard to exist in or about the unit (***Refer to revised and adopted Rules and Regulations for supplement to this Declaration restriction***);
- o) make use of the common elements in such a manner as to abridge the rights of the other unit owners to their use and enjoyment;
- p) rent or lease less than an entire unit;
- q) rent or lease a unit for a period of less than three (3) months nor rent or lease a unit more than two times in any calendar year (***Refer to revised Rules and Regulations for supplement to this Declaration restriction***);

- r) allow any animals to be kept in the unit other than customary family pets, such as one dog or one cat, caged birds and small marine animals in aquariums, all of which shall be kept in conformity with the rules and regulations of the Board of Directors of the Association, provided that in the event any animal become a nuisance to the other unit owners in the sole opinion of the Board of Directors, such animal shall be removed from the unit immediately or allow any authorized pets are allowed to use the common areas except when on a leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the common areas (***Refer to revised Rules and Regulations for supplement to this Declaration restriction***);
- s) park overnight any commercial vehicle, truck, boat, camper, motor home, trailer, mobile homes, or similar vehicle in any parking area other than in an enclosed garage. (In special circumstances, the MCA manager with Board approval may use discretion in enforcing these provisions for a specified duration of time) (***Refer to revised Rules and Regulations for supplement to this Declaration restriction***);
- t) allow a motor vehicle to be covered with a protective cover while parked in an area visible from the street;
- u) store a golf cart, bicycle, or motorcycle any place other than in a garage;
- v) enclose a lanai or patio with anything other than a glass enclosure without the written consent of the Board of Directors; or
- w) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain or portion of the common elements...

14. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. In recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, the mutual utilization and sharing of common elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers, leases or occupation of a unit before such sale, transfer, lease or occupation shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by regulation of the Board. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee or occupant.

In the event a lease, sublease or occupation of a unit is disapproved, the unit shall not be leased, subleased or so occupied. In the event a sale or transfer is disapproved or no action is taken by the Board or its duly authorized officers, said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the Board an additional 30 days written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase said unit for the identical price, terms and

conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date or within 10 days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice.

Failure of a transferor to comply with these provisions for sale of transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of 6 months before the closing of such transfer and for a period of 6 months after the recording of such conveyance in the public records of Sarasota County, or 60 days after the Board of Directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by such specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the court, including appellate proceedings, if such party prevails. ***(Refer to revised Rules and Regulations for supplement to this Declaration section)***

15. ASSESSMENTS AND LIENS The Board of Directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. One-fourth (1/4) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of the first, fourth, seventh and tenth months of each fiscal year. In addition, the Board of Directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures, which may be incurred during the fiscal year. Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall bear interest from the due date until paid at the rate of 18% per annum or such other legal rate allowed by law. The Association shall as may be established by resolution of the Board. The Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment of other indebtedness or enforcement of such lien, including attorneys' fees for appellate proceedings. If a special assessment is payable in installments and a unit owner defaults on the payment of an installment, the remaining installments of the assessment may be accelerated to maturity by the Association giving the defaulting unit owner 10 days notice of intent to accelerate unless all delinquent sums are paid

within that time. The Board of Directors may require each unit owner to maintain a minimum balance on deposit with the Association in an amount, which shall not exceed one-fourth (1/4) of the current annual assessment to provide for working capital and to cover contingent expenses from time to time. (*Refer to revised Rules and Regulations for supplement to this Declaration section*)

B. RULES AND REGULATIONS AS REVISED AND ADOPTED BY THE BOARD OF DIRECTORS.

I. RESTRICTIONS UPON USE

- a) **Supplementing paragraph b** of the Declaration of Condominium, no owner, tenant, or other occupant of a condominium unit shall without the prior written approval of the Board of Directors perform or allow to be performed, any of the following:
- 1) Make any changes to the unit that would alter the appearance of any exterior surface of the unit.
 - 2) Enclose a lanai or patio with anything other than glass enclosure.
 - 3) Plant or remove any plantings in Common Areas outside of the unit.
 - 4) Place any objects in the Common Area.
 - 5) Install any lighting of a permanent nature to the exterior of the unit.
 - 6) Erect or attach any structures within the Common Areas.
 - 7) Place any signage or symbols in windows or on exterior surfaces.
 - 8) Make any structural changes to the interior of the unit which could affect the structural integrity of said unit or adjacent units.
 - 9) Fasten any objects to the internal walls or ceilings of the unit which cannot be removed without causing damage to the unit.
- (Revised and adopted April 12, 2016)*
- b) **Supplementing paragraph c** of the Declaration of Condominium, objectionable noise is not allowed prior to 8:00 AM or continue after 5:00 PM.
(Revised and adopted April 12, 2016)
- c) **Supplementing paragraph h** of the Declaration of Condominium, no owner, tenant, or other occupant of a condominium unit shall commit or permit anything that would result in a nuisance in the unit or on the Common Area. (The decision regarding “nuisance” is in the sole opinion of the Board.) *(Revised and adopted April 12, 2016)*
- d) **Supplementing paragraph n** of the Declaration of Condominium, no owner, tenant or other occupant of a condominium unit shall allow any fire or health hazard to exist in or about the unit, including, but not limited to, the installation of an electrical outlet in the garage to charge an electrical vehicle; a completed and signed Certificate of Compliance (obtained from Management) must be filed with the Board of Directors prior to the installation of the electrical outlet. *(Revised and adopted March 11, 2014)*
- e) **Supplementing paragraph r** of the Declaration of Condominium, only one cat or one dog may be kept in a unit. Authorized pets are allowed to use the common areas only on a leash accompanied by its owner. The owner is responsible for cleaning up after the pet. If, in the sole discretion of the Board of Directors, the owners of a pet fail to comply with this regulation, or if the pet becomes a nuisance to other persons in the condominium, the Board may require that the pet be removed from the condominium. All service animals must conform to all State and Federal Laws. *(Revised and adopted April 12, 2016)*

- f) Supplementing paragraphs of the Declaration of Condominium, to protect the grass and the sprinkler heads,
 - 1) Parking on the grass is prohibited. Service and other vehicles should be parked on the driveway or in the garage of the unit being attended; if there is no room, parking should be on the roadway,
 - 2) Golf carts, bicycles, motorcycles, and trucks shall be parked or stored out of public view (*Revised and adopted April 12, 2016*),
 - 3) Any motor vehicle, which is visible from the street, should have a current state license tag and be in operating condition,
 - 4) No motor vehicle may be covered with a tarp or other protective cover while parked in an area visible from the street,
 - 5) No vehicle repairs, other than emergency, may be made to any motor vehicle on common or limited common areas. (*Revised and adopted October 29, 1990*)
 - 6) Motor vehicles that do not have a current State license tag or are not in operating condition are not permitted to be visible from the street.
 - 7) Vehicle repairs, other than in an emergency, are not permitted on Common Areas.

II. SALES, LEASES, TRANSFERS, OCCUPANCY (*Revised and adopted October 29, 1990, except where indicated otherwise*)

Supplementing paragraph 14 of the Declaration of Condominium,

- 1. (a.) All sales, transfers, leases or rentals shall be submitted to the managing agent for approval by the Board of Directors or its delegates through the use of application forms and are the responsibility of the applicant. Legal fees, court costs, and other expenses incurred by the Association as a result of violations of the Rules and Regulations may be passed on the owners.
 - (b.) An application for approval shall be made on the form provided by the Association and submitted at least 15 days before the transfer of the property or the occupancy by a lessee.
 - (c.) An application for approval shall be accompanied by a non-refundable application fee of \$100.00 (*Revised and adopted April 12, 2016*) payable to the Hampstead Heath Condominium Association, Inc., except that no fee is required for a lease renewal.
- 2. (a.) For security and liability reasons, the managing agent shall be advised if persons other than lessees are to occupy a unit when the owner is not to be in residence.
 - (b.) Such advice shall be given in writing at least 15 days in advance of the intended occupancy with the name and relationship to the owner of those who are to occupy and a statement as to whether any consideration is being paid for the occupancy.
 - (c.) Upon arrival occupants shall advise the managing agent of the make, model and license plate of each motor vehicle that will be kept on the premises.
- 3. An owner may not, except as a guest of another owner or of the lessee or occupant of his or her unit, use the common elements of the condominium during the period of such lease or occupancy.
- 4. Unit owners shall provide their purchasers, transferees, lessees or occupants with copies of the Use Restrictions in the Declaration of Condominium, The Rules and

Regulations adopted by the Board of Directors and the Meadows Basic Restrictions, receipt of which shall be acknowledged on the applications for approval.

5. No "For Rent" or "For Sale" signs may be displayed on any unit or common property. "Open House" signs may be displayed from 1:00 P.M. to 5:00 P.M. any day.

III. MISCELLANEOUS (*Revised and adopted October 29, 1990, except where indicated otherwise*)

1. State law requires that a key to each unit be available to the Association at all times in order to have immediate access to any unit in the event of an emergency.
2. Barbeque grills and garden hoses should be stored so as not to be seen from the street.
3. Garage doors should be closed except when work that requires them to be open is being performed.
4. Flower pots placed outside the units in common areas must be conservative in color.
5. All landscape modifications presently in place shall be "grandfathered" as of the date of this revision except in the case of the sale of any unit. Prior to the consideration of sale, the Board of Directors, with the advice of the Landscape Committee, will have the authority to modify or replace any or all of the plantings in the Common Area.
(*Revised and adopted April 12, 2016*)
6. Owners or occupants of any unit shall not obstruct or interfere at any time with maintenance contractors.
7. Any area outside of the front entry to the patio or back lanai is defined as "Common Area" and is not to be considered for the owner's private use. Owners or tenants shall be financially liable for any unauthorized change, abuse, or damage that occurs in Common Areas and will be billed accordingly. (*Revised and adopted April 12, 2016*)
8. Changes to the common areas abutting an owner's unit may only be made after obtaining a written agreement from the Board of Directors, following the advice of the appropriate committee. (*Revised and adopted April 12, 2016*)
9. Recycle bins and trash should not be placed outside for collection prior to 6:00 PM on the day prior to collection and should be taken in prior to 6:00 PM on collection day.
(*Revised and adopted April 12, 2016*)
10. For units empty for 2 consecutive weeks or more, the owner is responsible to have the unit checked at least bi-weekly.

IV. POOL RULES (*Revised and adopted April 12, 2016*)

1. The pool may be used only from DAWN to DUSK.
2. Those who use the pool do so at their own risk; there are NO lifeguards.
3. Adults must accompany children 12 years and under at all times.
4. Consideration of other people is important. Keep the noise levels down.
5. No glassware or pets are allowed in the pool area.
6. Food and alcoholic beverages are permitted only at Hampstead Heath Association sponsored pool parties.
7. Appropriate swim attire shall be worn in the pool.
8. Children who are not toilet trained may not use the pool.
9. Pool furniture shall be returned to their proper places after use, and shall not be reserved for persons not at the pool area.
10. Pool furniture shall not be removed from the pool area.
11. Smoking is not allowed in the pool area.
12. A shower should be taken before entering the pool.
13. Persons using the pool shall be owners or their guests only.
14. Running, diving, and rough play in the pool area is prohibited.

V. ASSESSMENTS AND LIENS (*Revised and adopted October 29, 1990*)

- a) Supplementing paragraph 15 of the Declaration of Condominium, owners are advised that annual assessments are to be paid in equal quarterly installments on the first day of January, April, July and October. Special assessments are due and payable as required by the Board of Directors.
- b) If payment of an assessment is not received by the managing agent within 10 days of its due date, the agent will send a written reminder to the delinquent owner that payment is overdue and must within 15 days after the date on the letter be received in its office together with interest calculated at the rate of 18% per year or such other legal rate allowed by law and an administrative late fee of 5% of the overdue assessment.
- c) If payment is not received within 15 days from the date of the letter, the matter will be placed with the Association's attorney for collection.
- d) Pursuant to section 718.116(3), Florida Statutes, any late payment will be applied first to the accrued interest, then to the administrative late fee, then to any costs and reasonable attorney's fees incurred in the collection, and then to the delinquent assessment.