

**RULES AND REGULATIONS  
FOR  
EMERALD PARK AMENITIES ASSOCIATION, INC.  
("Amenities Association")**

1. No unit owner, resident, or guest shall make or permit any noises that will disturb or annoy the occupants of any of the dwelling units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other unit owners, residents, or guests.

2. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Amenities Association Property. All garbage, trash, refuse or rubbish must be placed in appropriate trash containers or bags and deposited in the trash compactor.

3. No unit owner, resident, or guest shall request or cause any employee or agent of the Amenities Association to do any private business of the unit owner, resident, or guest, except as shall have been approved in writing by the Amenities Association.

4. No vehicle or other possessions belonging to a unit owner, resident, or to a unit owner's or resident's family member, guest, invitee or lessee, shall be parked or positioned in such manner as to impede a neighboring resident from ingress/egress to another resident's unit, parking space or driveway. All residents, their family members, guests, invitees and lessees will obey the parking regulations posted by the Emerald Park Unit Owner's Association, Inc. ("**Association**") or the Amenities Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the residents. Parking is restricted to the garage and driveways of the units and designated parking spaces. There is no guest parking within Emerald Park. Guests must park in spaces designated for residents.

5. The Amenities Association may impose fines for any illegally parked vehicles. If any vehicles have to be towed and/or incur fines for illegal parking, such fines shall be the sole responsibility of the owner or lessee. The owners and residents, their family members, guests, invitees and lessees will obey the parking regulations posted in the parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the owners and tenants in Emerald Park.

6. All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on the Emerald Park property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, golf cart, or motorized scooter used in Emerald Park may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

7. Except in an emergency, vehicle operators shall not cause or permit the blowing of any horn from any vehicle.

8. Any damage to the Amenities Association Property or equipment of the Amenities Association caused by any owner, resident, family member, guest, invitee or lessee shall be repaired or replaced at the expense of the person causing the damage.

9. Each owner and resident shall be held responsible for the actions of his or her family members, guests, invitees and lessees.

10. Complaints regarding the management of the Amenities Association Property or regarding actions of other unit owners or residents shall only be made in writing to the Amenities Association. Owners and tenants may not make any complaints in person or otherwise to the manager or the management's employees.

11. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any owner's and resident's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Clubhouse.

12. Swimming, boating, use of personal floatation devices, fishing, or other active use of lakes, ponds, streams or other bodies of water within Emerald Park is prohibited. The Amenities Association shall not be responsible for any loss, damage or injury to any person or property arising out of the unauthorized use of lakes, ponds, streams or other bodies of water within Emerald Park.

13. Children must be under the direct control of a responsible adult. Children will not be permitted to run, play tag, or act boisterously on the Amenities Association Property. Skateboarding, "Big Wheels," or loud or obnoxious toys are prohibited on the Amenities Association Property. Children may be removed from the Amenities Association Property for misbehavior by or on the instructions of the Amenities Association and/or the manager of the Amenities Association Property.

14. ALL PERSONS USING THE POOLS AND OTHER RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK.

15. The swimming pools may be used between dawn and dusk. Appropriate bathing attire is required inside the pool areas at all times. All other facilities require appropriate cover-ups and shoes to be worn. Cut-offs, bermudas and dungarees are not considered appropriate swimwear and may not be worn in or around the pool or in the setting of the amenities. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool areas. Improperly dressed swimmers will be asked to change before using the facilities. It is expected that residents will advise their guests of the dress requirements.

16. Use of the pools at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the Amenities Association immediately.

17. To gain access to the pools and clubhouse areas, residents, tenants, permitted users and guests may be required to use an access device at a card/access reader.

18. Residents are permitted to bring guests to the pools subject to the policies and procedures as determined from time to time by the Amenities Association. In the event a resident

fails to register any guest, the Amenities Association reserves the right to refuse service to the guest and will instruct the resident to obtain the appropriate credentials. Residents must accompany their guests and remain with their guests at all times.

19. Staff reserves the right to request verification of the identity and affiliation of all persons using the pool facilities. Owners, tenants, permitted users and guests are required to have proper identification cards with them at all times in these areas.

20. Children sixteen (16) years and younger must be accompanied and supervised by an adult, age twenty-one (21) or older, in all pool areas at all times. The adult, age twenty-one (21) or older, may not have more than four (4) children under twelve (12) years of age under his or her supervision at any one time, unless they are his/her own children.

21. A parent or guardian must accompany children who do not swim at all times.

22. Children must be three (3) years of age, potty trained and bathroom independent to use the swimming pools or must use a proper swim diaper. Children wearing regular diapers are not permitted in the pools.

23. Swimming is permitted only during designated hours. The pools are officially closed when a "CLOSED" sign is posted.

24. A portion of a pool may be used for laps and the other portion will be used as an optional swimming area.

25. Showers are required before entering the pools to remove all suntan oils and lotions.

26. Glass objects, sharp objects, and glass drinking glasses are not permitted at the pools.

27. Bicycles and skateboards of any type are not permitted at the pool areas.

28. No pets (with the exception of those assisting persons with disabilities) may be brought in the pool areas. All trash should be placed in the containers located throughout the pool areas. All persons using the pool areas are urged to cooperate in keeping the area orderly, clean and by properly disposing of towels, cans, and debris.

29. Use of the swimming pools is for quiet swimming and sunbathing. Please keep conversations at a low level as noise travels and is amplified in the pool areas. Radios, televisions and the like may be listened to if played at a sound level which is not offensive to the other users of the pool areas or with earphones. Use of such devices must be immediately discontinued if requested by others.

30. The use of cellular phones, pagers or similar devices in the pool areas is discouraged. If a cellular phone or similar device is used in the pool areas, the cellular phone or device should be set on vibrate or silent mode, so as not to make an audible sound. Conversations on cellular phones should be limited and the users should speak in a manner so as not to disturb others.

31. Mature persons, pregnant women, infants and those with health conditions required medical care should consult your physician before using the Jacuzzis/whirlpool as the water temperatures generally reach temperatures above one hundred- and two-degrees fahrenheit (102°F) that would elevate the core body temperature. Hot water immersion while under the influence of alcohol, narcotics, drugs or certain medications may lead to serious consequences and is not advisable.

32. Lifesaving and pool cleaning equipment should be used only for the purpose intended.

33. Running, ball playing, and noisy or hazardous activity will not be permitted in the pool areas. Pushing, dunking and dangerous games are prohibited. It is also prohibited to splash and monopolize the pool in a manner that prevents others from their quiet use and enjoyment of the facilities.

34. Diving is not permitted in any area of the pools.

35. Snorkeling equipment, other than a mask and snorkel, are not to be used in the pool areas.

36. The throwing of footballs, frisbees, tennis balls, or other objects, and tag games are prohibited in the pool areas.

37. Private parties may be held in the pool areas only with prior approval of the Amenities Association. Swimming and/or private parties must be arranged through the Amenities Association in advance of the occasion.

7. All persons using the pool furniture are required to cover the furniture with a towel when using suntan oils and lotions.

38. Floatation devices are only permitted in the pool for non-swimming children up to the age of five (5) years. Their parent or adult guardian (by a person over twenty-one (21) years of age) must accompany any non-swimming children in the water at all times. Inflatable air mattresses tire inner tubes and/or other floatation devices are not allowed in the pools. Any recreational items (floatation devices, toys, sports equipment, and the like) left unattended at the pool shall be immediately discarded.

39. No toys or foreign objects, wheeled recreational vehicles, bicycles, tricycles, scooters, wagons, skateboards or roller skates/blades are allowed in the pool areas.

40. Reserving chairs and seating for persons absent from the pool areas is not permitted. Children under twelve (12) years of age must relinquish lounge chairs if needed by an adult.

41. Persons who leave the pool areas for more than thirty (30) minutes must relinquish lounges and chairs by removing all towels and personal belongings.

42. The Amenities Association and its staff have the authority to expel from the pool areas anyone who fails to cooperate in following the applicable rules or whose conduct is otherwise unbecoming. Any infractions will be reported to the Amenities Association.
43. Cover-ups and, or appropriate garments and suitable footwear are required everywhere on Amenities Association Property, except while at the pool areas.
44. Any person with a health problem that can be communicated by use of the pool is specifically prohibited from using the pool.
45. Individuals with color treated hair are advised to wear waterproof swim caps in the pools.
46. Nude or topless sunbathing is expressly prohibited.
47. If lightning is in the area, all persons must discontinue use of the pools and seek appropriate shelter immediately.
48. Any reference to the pool or pool area shall be deemed to include the jacuzzi area as well.
49. Absolutely no outside personal products or materials (e.g., cosmetic mud, herbal leaves, therapy oils and the like) may be used, added or brought into the swimming pool or jacuzzi areas.
50. In order to protect owners and residents and to avoid injuries that may be caused by high winds, the use of umbrellas will be temporality discontinued when such conditions exist.
51. The pool deck surfaces are finished with breakable stone which can also stain easily. If a heavy object is dropped on the deck surfaces, it may break. Accordingly, please do not move the pool furnishing and confine food and beverage consumption to designated areas of the pool facilities.
52. All persons using the pools do so at their own risk. There is no lifeguard on duty. There is always a risk of personal injury when using the pool areas. All persons must read and observe all warning signs and rules posted in the pool areas. The Amenities Association shall not be responsible for any accidents, injury or loss.
53. Smoking or vaping are not permitted in the pool areas or the Clubhouses or co-work center.
54. It is expected that the owners and residents will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Clubhouse/pool areas. It is also expected that owners and residents will advise their guests of the dress requirements. From time to time, the Amenities Association will publish dress requirements. The dress standards may be changed or waived by the Amenities Association from time to time for special activities and functions.

55. The fitness center caters to both the casual and devoted healthy lifestyle connoisseur. Free weights, stretch equipment and cardio machines allow residents to work out in a relaxed and private environment. All residents are entitled to utilize the fitness center subject to these rules, as they may exist from time to time.

56. Use of the fitness center at any time is at the users own risk and all persons - owners, tenants, permitted users, guests and the like may be required to execute such forms releasing the Amenities Association from liability for their use of the facilities as determined from time to time. Any injuries or accidents should be reported to the Amenities Association immediately.

57. To gain access to the fitness center, residents, tenants, permitted users and guests may be required to use an access device at a card/access reader.

58. As there is a limited amount of workout equipment, the Amenities Association may limit use of a family or party to a maximum number at any one time. All such items may not be removed from the fitness center areas.

59. Residents are permitted to bring guests to the fitness center subject to the policies and procedures as determined from time to time by the Amenities Association. In the event a resident fails to register any guest, the Amenities Association reserves the right to refuse service to the guest and will instruct the resident to obtain the appropriate credentials. Residents must accompany their guests and remain with their guests at all times.

60. Staff reserves the right to request verification of the identity and unit affiliation of all persons using the fitness center. owners, tenants, permitted users and guests are required to have proper identification cards with them at all times in these areas.

61. Children under sixteen (16) years of age are not allowed in the fitness center unless accompanied and supervised by a person over twenty-one (21) years of age.

62. Pets (with the exception of those assisting persons with disabilities) are absolutely prohibited in the fitness center.

8. Regular operating hours of the fitness center will be posted. From time to time, the hours of operation of the fitness center may be changed or the fitness center may be closed for necessary repairs and maintenance.

63. Proper workout attire is required at all times. Cut-offs and/or torn garments, bathing suits, robes, and/or other non-athletic attire shall not be permitted to be worn in any areas of the fitness center. Men must wear shirts. Proper athletic footwear is required when using any of the exercise facilities. Sandals, flip-flops or bare feet are prohibited. Those improperly dressed will be asked to change prior to using the facilities.

64. The Amenities Association may implement limitations of maximum duration of equipment use in the event of waiting periods or during peak times.

65. Smoking and, or vaping is not permitted in the fitness center.

66. No glass objects or food is allowed in the fitness center. Bringing beverages (except for bottled water and/or similar drink) is strictly prohibited. All trash should be placed in the containers located throughout the areas. All persons using the fitness center are urged to cooperate in keeping the area orderly, clean and by properly disposing of towels and debris.

67. Personal trainers must be registered with the Amenities Association as well as Management prior to admittance on property and cannot enter the fitness center until accompanied by a resident. A personal trainer is limited to instructing no more than two (2) residents, and/or guests at any one time.

68. Consumption of alcoholic beverages at the fitness center is not permitted.

69. All weights and pieces of equipment must be returned to their proper places at the completion of use.

70. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to using such equipment, and the equipment is only to be used in accordance with such instructions.

71. It is the responsibility of all persons using the fitness center to consult with their physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent such person from using the fitness center equipment or amenities or engage in active or passive exercise. Each person using the fitness center assumes full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

72. You must clean up after yourself when using exercise and fitness equipment.

73. Radios, televisions and the like may be listened to in the fitness center if played at a sound level which is not offensive to other owners, tenants, permitted users and guests or with earphones. Use of such devices must be immediately discontinued if requested by others.

74. The use of cellular phones, pagers or similar devices in the fitness center is discouraged. If a cellular phone or similar device is used in the fitness center, the cellular phone or device should be set on vibrate or silent mode, so as not to make an audible sound. Conversations on cellular phones should be limited and the users should speak in a manner so as not to disturb others. Please keep conversations at a low level as noise travels and is amplified in these areas.

75. Pregnant women should not use those fitness facilities that would elevate their core body temperature.

76. No toys or foreign objects, wheeled recreational vehicles, bicycles, tricycles, scooters, wagons, skateboards or roller skates/blades are allowed in the fitness center areas.

77. Horseplay, profanity, disruptive conduct and indiscreet behavior is strictly prohibited.

78. The Board of Directors of the Amenities Association reserves the right to change or revoke existing Rules and Regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the Amenities Association Property and its occupants, to promote cleanliness and good order of the facilities and to assure the comfort and convenience of all owners and/or occupants. Said changes, however, shall not be arbitrary in content, or in conflict with the Declaration or Bylaws.

79. The procedure for enforcing these Rules and Regulations shall be as follows:

(a) First Offense (1st Notice)

When the Amenities Association becomes aware of noncompliance of a rule or regulation by an owner, family member, guest, invitee or lessee, it shall send a certified letter to the owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) Second Offense (2nd Notice)

If the Amenities Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, the Amenities Association will provide by certified mail at least fourteen (14) days' written notice and opportunity to the owner, and, if applicable, its licensee or invitee, for a hearing to be held before a committee of other owners who are neither Board members nor persons residing in a Board member's household to authorize a fine to be levied upon the violating owner. If the committee does not agree with the fine, the fine may not be levied. Where the Amenities Association levies fines and the committee of other owners have consented to such fines, such fines shall be levied pursuant to the procedures set forth in these Rules and Regulations and in accordance with the Act. The fine for a second offense may not exceed the maximum amount permitted by the Act.

(c) Third Offense (3rd Notice)

If the Amenities Association receives a third report that a violation has been repeated or has continued beyond the hearing of the committee referenced in Section 32(b) above and the committee ruled in favor of the fines being levied, the owner will continue to incur the daily fine levied by the committee, in an amount not to exceed the maximum amount permitted by the Act.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing as referenced in Section 32(b) above, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.



(e) Exemptions and Hearings

(i) Any owner may appear before a committee of other owners as permitted by the Act to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(ii) If the committee of other owners do not agree with the fine, the fine may not be levied. Where the Amenities Association levies fines and the committee of other owners have consented to such fines, such fines shall be levied pursuant to the procedures set forth in these Rules and Regulations and in accordance with the Act.

(iii) Before any items of construction can be materially altered or demolished, judicial proceedings must be instituted by the Amenities Association.

80. An owner who fails to timely pay any Assessment shall be charged a late charge by the Amenities Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. owners shall be responsible to pay all court costs and Legal Fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Amenities Association's lien has been commenced. The Amenities Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Assessment for each delinquent Assessment that the payment is late.

Any payment received by the Amenities Association shall be applied first to any interest accrued by the Amenities Association then to any administrative fee, then to any court costs and reasonable attorney fees incurred in collection and then to the delinquent Assessment.

81. Before levying a fine against an owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

(a) Afford the owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other owners ("Committee") appointed by the Board after certified mail of not less than fourteen (14) days written notice. Said notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and

(iii) A short and plain statement of the matters asserted by the Amenities Association.

(b) Provide an opportunity to the owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Amenities Association. If the Committee does not agree with the fine, the fine may not be levied.

82. In the event of any dispute, the unit owner shall pay all of the Amenities Association's attorneys' fees (including, but not limited to, pre-trial, trial level and appellate attorneys' fees), costs, and collection and litigation expenses, including, without limitation, attorney fees incurred to determine the Amenities Association's entitlement to recover and the amount of attorney fees to be awarded. Costs shall include, but not be limited to: (i) consultant and expert witness fees, including, without limitation, expert witness fees incurred to determine the amount of attorney fees to be awarded to the Amenities Association, (ii) filing fees, (iii) fees for serving the summons, complaint and other court papers, (iv) court reporter fees, (v) mediator fees, (vi) photocopying costs, (vii) electronic discovery costs, (viii) telephone charges, (ix) mailing, delivery and courier costs, and (ix) information technology support charges.

83. Any consent or approval given under these Rules and Regulations by the Amenities Association shall be revocable at any time by the Board.

84. These Rules and Regulations may be modified, added to or repealed at any time by the Amenities Association.

85. With regard to meetings of the Board of Directors of the Amenities Association (referred to herein as "Meetings"), the following rules shall apply:

A. The Right of owners to Speak at Meetings

An owner shall have the right to speak at a Meeting provided the Amenities Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

1. The owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the owner has spoken.
2. The owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the owner.
3. The owner may speak only on matters specifically designated on the agenda.
4. The owner may speak only once at a Meeting.

B. The Right of owners to Tape Record of Videotape Meetings

An owner shall have the right to tape record or videotape a Meeting provided the Amenities Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

1. The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.

2. The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.

3. The owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

*By Resolution of the Board of Directors of Emerald Park Amenities Association, Inc.*