

Revised Rules and Regulations Prepared for the approval by the Board of Directors

Revised 06/26/2024

Aqua Gardens Townhouse Association, Inc.
2000 Forrest Nelson Blvd., Port Charlotte, Florida 33952

Condominium units shall be used and occupied by the respective owners thereof, as private single-family residences, for themselves, their family, tenants and their family, social guests and for no other purpose. In order to provide a congenial occupation of the condominiums and to provide for protection of the value of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

- Aqua Gardens Townhouse Association is a community where by the owner needs to be age 55 or older. In the case of multiple owners, one of the owners need to meet the age requirement.
- The common elements shall be used for the of furnishing of services and facilities for which they are reasonably intended: the enjoyment of the unit owners and their family, tenant and social guests, and subject to such rules and regulations and bylaws, as many in the opinion of the Condominium Association achieve the maximum beneficial use thereof.

1. Persons UNDER the Age of 18 years Old shall not be permitted to use the recreation facilities of this Condominium Association unless they are under the direct supervision of an adult, except to extend and under such conditions as the Condominium Association shall provide by regulation.

2. Lawful Use. No immoral, in proper, offensive, or unlawful use shall be made of the Condominium property, nor any part of it; and all valid laws, zoning ordinance and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for maintenance and repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

3. Leasing. After 24 months of OWNERSHIP (1/20/2016), the unit may be leased. And the entire apartment may be rented provided the occupancy is only by the lessee and his or her family for a minimum lease term of 60 days and a maximum term of one year. No rooms may be rented except as a part of a unit or to another unit owner; and no transient tenants may be accommodated. An APPLICATION FEE must be paid when an application for occupancy is

submitted to the Board of Directors for approval. Renewal of a lease is allowed upon approval by the Board of Directors. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all the covenants of the Condominium Documents, and that a violation of any terms, provisions or covenants contained in the document is a material breach of the lease and is grounds for damages, termination, and eviction. The association may proceed directly against the unit owner and/or the lessee(s), and the owner and /or the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. Each unit owner irrevocably appoints the Association as the owner's agent authorized to bring actions in the owner's name and at the owner's expense including injunctions, damages, termination, and eviction.

4. Guest. All guests must comply with the association regulations, and compliance with it shall be the full responsibility of the owner of the unit. Overnight guests are limited to ninety (90) days length of stay unless the Association Board of Directors approves a longer stay. The owner shall be responsible to have any guests file an application for occupancy with the Board of Directors and meet with the screening committee to obtain board approval if the guest or guests anticipate a stay longer than 90 days. Owners and guests must comply with the provisions of Article 15 of the Amended and Restated Declaration of Condominium. Any unit owner failing to comply with the foregoing responsibility will be subject to fines as defined and provided for in the Amended and Restated Declaration of Condominium.

5. Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors; copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners.

6. Automobile Parking Spaces. Parking spaces are common elements and will be available for the use of unit owners, tenants and guests. The Condominium Association has assigned one (1) parking space marked "Reserved" for each unit to be used in accordance with the rules and regulations of the Association. No "Reserved" parking space may be used by another unit owner, tenants, or their guests without permission of the unit owner to whom the "Reserved" space has been assigned. Guests and other visitors should use parking spaces marked "Guest". Trucks, motorhomes, boats with trailers, motorcycles/mopeds, and campers are not allowed to park on the Condominium property at any time. Light duty pickup trucks are allowed to park if their beds are covered, and the length of the vehicle does not exceed 19 feet. Service vehicles used to make repairs, deliveries and other service work are allowed to use the parking lot and ground area to park the vehicle while providing the service to the association and its residents. Overnight parking of any type of truck is prohibited without authorization by the Board of Directors.

*7. Portable Hot Tubs. Portable hot tubs may be installed on the patio area of the condominium units providing that approval of the installation is obtained from the Board of Directors prior to installation. No hot tub shall have a water capacity of more than five hundred (500) gallons, and it must be of portable design. A water usage surcharge will be assessed to the owner of record of the unit on a monthly basis not considered household by use the association and such

surcharge will be due and payable to the association on the first day of every month thereafter. Request to install portable hot tubs must be made in writing with specifications to the Board of Directors. No portable hot tub may be installed inside a condominium without prior written approval of the Board of Directors.

*8. No Trade, Business, Profession, etc. No trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions without the expressed written consent of the Board of Directors.

*9. Amateur Ham Radio Towers and Antennas. Unless otherwise approved in writing by the Board of Directors, towers, outside antennas, aerial or receiver of any kind shall not be permitted on any of the land covered by these restrictions. Satellite dishes will not be allowed except as required by law.

*10. Trash, Cardboard Boxes, etc. No trash, cardboard boxes and other debris shall be stored on the outside areas of an apartment unit. All trash and use containers that are discarded must be deposited in the dumpster provided by the association.

11. The Height or Elevation of any Wall, Fence or Hedge shall be measured from the existing property elevation. Any questions to such heights may be conclusively determined by the Board of Directors.

*12. Walls Fences and Hedges. No walls, fences or hedges shall be constructed or installed along or adjacent to the side or the rear tract lines of any of the aforementioned property with a height of more than three (3) feet above ground level unless the placement, character, form and size of such wall, fence or hedge be first approved in writing by the Board of Directors of Aqua Gardens Townhouse Association. The height or elevation of any wall, fence or hedge shall be measured from the existing property elevation. Any question as to such heights may be conclusively determined by the Board of Directors.

13. Animals and Pets. There shall be no pets of any type allowed on the Condominium property. Pets registered 30 days after the effective date (1/20/2016) are Grandfathered in. Service and/or support animals are not pets.

14. Nuisances. No activity, business or any act shall be done upon the property covered by these restrictions which may be or may become an annoyance or nuisance to the neighborhood.

*15. Commercial Activity. No commercial activity of any type whatsoever shall be done upon the property covered by these restrictions.

16. Garbage Containers. All garbage will be deposited in the trash dumpster located in the walled in area on the exit road of the complex. Raw garbage and other material must be sealed

in plastic trash bags before it is placed in the dumpster. There is no curbside garbage pickup in our area.

17. Propane Bottles and Other Hazardous Materials. Hazardous materials must be stored in approved safety containers. Pesticides must be stored in an area not accessible to children. Control valves on the propane bottles must be in a closed position when not being used.

18. Clothes Drying. No outdoor clothes drying is allowed. Clotheslines are not allowed on my lanais or balconies.

19. Signs and Displays. No signs and displays shall be erected on the condominium property or on any structure, except that the Board of Directors may allow. A sign to be displayed at the discretion of the Board of Directors must be approved in writing. This provision shall allow for one "For Sale" sign or one "For Rent" sign on the unit being offered. No sign shall be larger than 6" x 8" in size.

20. Maintenance. All buildings and other structures shall be maintained in a like new condition and shall be kept clean of debris. The color of paint on the outside walls of the building shall not be changed without written permission and consent of the Board of Directors. Patio and balcony enclosures and other entrances to the condominium unit that are to be enclosed must be approved by the Board of Directors. All enclosures must be in conformity color and materials used to a erect similar structures on other units in the complex.

21. Lawns, Trees, Bushes, etc. No weeds, underbrush or unsightly growth shall be permitted to grow or remain upon the premises of the aforementioned described land. No refuse pile or unsightly object shall be allowed to be suffered to remain anywhere thereon. In addition, all landscaping including grass shall be kept as befitting a high-quality lawn and any plants, grass, shrubs, trees that might die or become other than and well-formed shall be promptly replaced. However, no planting regardless of size may be planted on or about the common elements without prior written board approval. In the event of the owner shall fail to keep the premises in the aforementioned condition or fail to comply with the foregoing, then the Association may enter upon the land and repair, replace, install, or maintain the offending portion and such entry shall not be deemed a trespass and a lien shall arise in the favor of Aqua Garden Townhouse Association, Inc. to the extent of the expense to accomplish the aforesaid.

22. Temporary Buildings. No tents and accessory buildings or structures shall be erected without written consent of the Board of Directors.

23. Waiver of Restrictions. The failure of the association to enforce any building restrictions, covenants, conditions, obligations, rights, or power herein, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach of violation occurring prior or subsequent thereto.

24. Prohibition Against Digging Water Wells. On all of the aforementioned tracts, digging drilling of water wells is here by prohibited except upon the written approval of the grantor and the proper governmental authority.

25. Water Restrictions. Watering the plants and shrubs may only be done with a handheld hose with trigger control or water can during the hours specified by the Southwest Florida Water Management District. Washing motor vehicles on condominium property is strictly prohibited.

26. Repair of Motor Vehicles. Motor vehicle repair work is prohibited on condominium property.

27. Damage to Pavement. Owners of vehicles parked on the condominium property will be responsible for the repair of pavement damage caused by fluid leaking from their vehicles.

28. Motorcycles, Mopeds, Two or Three Wheeled Vehicles. No motorized two (2) or three (3) wheel vehicles shall be ridden on the common property by our unit owner, tenant, or their visitors or by any other person (s). An exception to this rule is automatically granted to any handicapped person who must use a vehicle of this type for their transportation. Bicycles and tricycles are permitted.

29. Speed Limit. The speed limit for all vehicles moving in the complex roadway shall not exceed five (5) miles per hour. Speed bumps have been installed to prevent faster than five (5) miles per hour.

30. Vehicle Traffic Direction. Vehicles entering the Aqua Gardens Condominium complex must use the designated entrance driveway. Vehicles exiting the condominium complex must use the designated exit driveway. Direction arrows have been painted on the road way to guide you safely. USE CAUTION

31. Pool Use. No food or beverages are permitted in the pool or within four feet (4') of the perimeter of the pool. No glass of any type or animals are permitted in the pool or within four feet (4') of the perimeter of the pool. Violations of this rule may result in suspension of the right to use the pool and pool area and/or fines as permitted by Florida law.