

RULES AND REGULATIONS FOR CANOPY WALK CONDOMINIUM ASSOCIATION, INC.

Revised 8-16-17

The definitions contained in the Declaration of Condominium of Canopy Walk, a Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations. In particular, concrete pads adjacent to first floor screened lanais, stairwells, elevators, and entrance breeze ways are defined as common areas in the Declaration. Garages and the screened balcony/lanais are defined as limited common areas. A condo unit is defined as the heated/air conditioned space.

All references to Unit Owners in these Rules shall also include family members, guests, invitees and lessees of such Unit Owner. Notifications, suggestions, complaints, rule violations, permission requests, etc may be submitted to the Association using the Association web site WWW.CanopyWalkCA.com. These Rules and Regulations supersede and replace any previous rules.

As you review these rules and regulations, you will find in many ways they are about protecting the integrity and quality of our community and/or property; and consideration of one another as neighbors who share many common areas. Failure to comply as outlined under rule #37 may result in violation notices and potential hearings, fines, and suspension of amenity rights. Therefore, we appreciate your compliance with these rules and regulations, and respect of our community and each other as neighbors.

1. The walkways, entrances, drives, parking spaces, entrance breezeways, concrete pads, courts, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the building(s) and the other portions of Canopy Walk. Skateboarding is expressly prohibited on our property.

2. The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated or modified by any Unit Owner/Renter in any manner without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. All draperies, curtains, shades or other window or door coverings installed within a Unit which is visible from the exterior of the Unit or other portions of Canopy Walk shall have a white backing unless otherwise approved in writing by the Board.

3. No bicycles, freezers, refrigerators, awnings, roll-ups, or umbrellas, etc. shall be permitted on the entrance breezeways or balcony/lanais. No satellite dishes shall be permitted on any balcony/lanai or in any window.

4. A Unit Owner/Renter shall not install any screening, storm shutters, hardware or the like without prior approval of the board. One style of white screen door for the front door, and a clear window film manufactured by 3M Corporation has also been approved.

5. A Unit Owner/Renter has the option of choosing one of the approved front door locksets. Photographs of the approved lockset arrangements are provided on the association web site. The Unit Owner/Renter is required to provide a pass key for their Unit to Property Management. If a Unit Owner/Renter alters any lock or installs a new lock on any door leading into his or her Unit, such Unit Owner/Renter shall provide the Property Manager with a key for

emergency use (see Section 18.1.3 and 18.1.6 of the Declarations). There shall be a \$25.00 lock-out charge if the Association is requested to furnish keys for access to a Unit Owner/Renter who has locked himself/herself out of his/her Unit.

6. Smokers and grills using gas, propane, or charcoal (excluding those provided by the association) are not permitted on property including but not limited to any concrete pad, balcony/lanai, garage area, or streets.

7. Each Unit Owner/Renter shall keep their Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance. Cleaning of the lanai/balcony shall be done in a manner so as not to allow water to drip or run off the lanai/balcony, i.e., a wet mop and not a hose. No article, including, but not limited to, cloth, clothing, rugs or mops shall be hung or shaken from the stairways, entrance breezeways, balcony/lanais, doors, or windows of the Units or placed upon the outside window sills of the Units.

8. Only furniture, electric grills, and decorative items are permitted in balcony/lanais.

9. No personal articles shall be permitted on any portion of the Common Elements, including the concrete pads adjacent to the first floor screened lanais.

10. No Unit Owner/Renter shall make or permit any noises that will disturb or annoy the occupants of any of the Units or to permit anything to be done which will interfere with the rights, comfort or convenience of other Unit Owner/Renters; including a Unit Owner/Renter shall not cause or permit excessive noise from any vehicle or lanai area while on condominium association property. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.

11. Each Unit Owner/Renter who plans to be absent from his or her Unit during the hurricane season must prepare his or her Unit prior to such Unit Owner/Renter's departure by removing all furniture, potted plants and other movable objects from his or her lanai/balcony, and by designating a responsible firm or individual satisfactory to the Association to care for the Unit should the unit suffer hurricane damage.

12. No Unit Owner/Renter shall place or dump any garbage (including but not limited to cigarette butts, wrappers, etc.), trash, refuse or other materials on any portion of the Condominium Property except for the enclosed dumpsters provided for this purpose. All garbage, trash, refuse or rubbish must be placed in bags or other appropriate containers and placed in the trash facilities provided by the Association.

13. Water closets and other water apparatus in the Units or upon the Common Elements shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Unit Owner responsible for same.

14. No Unit Owner/Renter shall request or cause any employee or agent of the Association to do any private business of the Unit Owner/Renter, except as shall have been approved in writing by the Association.

15. The agents and employees of the Association and any contractor or worker authorized by the Association may enter any Unit at any reasonable hour of the day for the purposes permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Unit Owner/Renter, except under circumstances deemed an emergency by the Association or the manager, if any, in which case, access is deemed permitted regardless of the hour.

16. No vehicle or other possessions belonging to a Unit Owner/Renter shall be positioned in such manner as to impede or prevent ready access to another Garage bay or parking space. Garage doors must remain closed except when garage is in use.

17. The Unit Owner/Renters must obey the speed limit and parking regulations posted by the 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 Unit Owner/Renters.

18. Parking upon the Condominium property shall be restricted to the garage and designated parking areas within the Condominium Property. Each Unit is entitled to the use of one (1) bay in a Garage which is defined as a limited common area.

Parking in front of the buildings is restricted to permitted parking only. Residents of a single condo unit may only park one permitted vehicle at a time (in one parking space) in front of a condominium building. This includes visitor parking as well. This permit will be issued by our property management company, and must be displayed on the dashboard or hung on the rear view mirror in a manner which is visible and identifiable. These permits are non-transferrable from one unit owner/resident to another unit owner/resident. Violators of this rule may be subject to towing, as well as fines in accordance with our rules and regulations. **NOTE:** There is a 30 minute waiver of this requirement for loading and/or un-loading, and service vehicles (i.e. Air Conditioning Company) are exempt between the hours of 8:00am and 5:00pm. If an owner/resident requires a replacement of their permit, there is a \$20 fee.

Any additional vehicles should be parked in the garage or overflow parking areas. Overflow parking areas are defined as parking spaces not located in front of the buildings (i.e. across the street from the 1100 and 1200 buildings, alongside the clubhouse/pool area, on the back side of the north end of the property near the basketball court, and 6 parking spaces in between the 1000 and 1100 building – not in front of those buildings). If a unit owner/renter is not residing in their condo for a period of 5 days or more, they may not park their vehicle in front of a condo building. Parking in the spaces marked with specific signage immediately in front of the clubhouse is limited to 4 hours.

19. Motorcycles are permitted on the Condominium Property; however, they are restricted to parking in the garage only. Boats are not permitted to be parked in outdoor automobile spaces or anywhere on the common area of the Property. Upon request, temporary parking (up to 24 hours) may be permitted for boats at the north end of the property, provided prior approval is made by the Property Manager. No Unit Owner/Renter shall conduct repairs taking more than twenty-four (24) hours (except in an emergency) or restorations of any motor vehicle, or other vehicle upon the Condominium Property. No commercial vehicle, trailer, boat or boat trailer may be parked or stored on the Condominium Property. No RV, bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Condominium

Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to a Unit Owner/Renter. The Association shall have the right to authorize the towing away of any vehicles which violate the Declaration or any of these Rules and Regulations of the Association, with the costs to be borne by the Unit Owner/Renter or violator. Unauthorized vehicles will be tagged by the Property Manager and owners will be given 48 hours to remove them from the property. Second and subsequent notices for a violation by the same vehicle will result in immediate removal of the vehicle.

20. No Unit Owner/Renter shall use, store, or permit to be brought into the Unit, balcony/lanai, or Garage bay any flammable oils or fluids, such as gasoline, kerosene, propane, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with the ordinary and permitted use of a Garage bay, if any.

21. No Unit Owner/Renter shall be allowed to put a mail receptacle, name or street address on any portion of his or her Unit. Temporary decorative items may be hung on the front entrance doors of units. Entrance door welcome mats are allowed in the breezeways.

22. Any damage to the Condominium Property or equipment of the Association caused by any Unit Owner/Renter shall be repaired or replaced at the expense of such Unit Owner.

23. Each Unit Owner who leases his/her unit shall provide the Property Manager with the name of the rental agency and a copy of the lease agreement. Each lease agreement shall include a one page summary attachment of the condo rules and regulations. Each unit owner who leases his/her unit shall maintain a copy of these rules and regulations in the leased unit along with the one page summary visible in the unit. Each Unit Owner shall be held responsible for the actions of his or her family members, guests, invitees and lessees. A Unit Owner may lease his or her Unit on such terms and conditions as such Unit Owner may determine, provided that any lease shall be for a term of one (1) month or greater and further that the lessee shall be bound by all terms and conditions of the Condominium Documents. The Association is prohibited from operating a rental program. Therefore, no expense associated with any rental program shall be a common expense of the Association. Each Unit Owner should perform his/her own investigations in that regard. The minimum one (1) month rental term shall only apply to owners whose publicly recorded purchase date is January 1, 2014 or later. Any owners of record as of December 31, 2013 will not be held to the one (1) month minimum rental requirement as set forth above for so long as they own their unit.

24. Food and beverage may not be prepared or consumed, except in the Unit and balcony/lanai, in the Clubhouse kitchen, in the outdoor summer kitchen and adjacent tables, in the pool side grills, grill area across the street from the 1100 building, or in such other areas as may from time to time be designated by the Board.

25. Complaints regarding the management of the Condominium Property or regarding actions of other Unit Owner/Renters shall be made in writing to the Association.

26. A Unit Owner/Renter shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Canopy Walk, or in or upon his or her Unit so as to be visible from the Common Elements, or any public way, without the prior written consent of the

Association by its Board in accordance with the provisions of Section 17.4 of the Declaration. Professionally prepared signs may be displayed on vehicles. No trade, business, profession or any other type of commercial activity shall be carried on in the Units or Garages, provided, however, a Unit Owner may use a room within a Unit as an office for conducting personal business if such personal business does not require contact at the Unit with customers or clientele of the Unit Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Unit.

27. Unit Owner/Renters are permitted to keep up to two (2) domestic pets (dogs, cats, birds) in his or her Unit without the prior written permission of the Board; however, under no circumstances will horses, cows, pigs, swine, goats, chickens, pigeons, snakes or any such animals, fowl or reptiles be permitted in Canopy Walk. No animals shall be kept at the CPW for breeding or for any other commercial purpose. No pet shall be kept in any lanai/balcony unless someone is present in the Unit. A Unit Owner/Renter shall immediately pick up and remove any solid animal waste deposited by his or her pet. Feral cats and other wildlife such as squirrels may not be fed. If a dog or any other animal becomes obnoxious to other Unit Owner/Renters by barking or otherwise, the Unit Owner/Renter thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner/Renter, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property. Pets permitted by the CPW condominium association shall be kept in compliance with the rules and regulations promulgated by the Board of Directors and the provisions of the Palm Coast Code of Ordinances, City of Palm Coast, Florida/Chapter 8 – Animals/Article II/City of Palm Coast/Sec. 8-31. No dangerous animals shall be kept at the CPW as defined by said Animal Control Regulations., sic. The following breeds are prohibited: Pit Bulls or Pit Bull mixed breeds, Rottweilers, and Dobermans. Owners with these breeds prior to 8.16.2017 will be grandfathered and allowed to keep their dogs. Unit Owner/Renters must carry or control pets on a leash no longer than 6 feet long (retractable leashes are prohibited), when in the CPW common elements, limited or general, and the pet's owner shall be responsible for cleaning up after it. The Board of Directors also reserves the right to implement DNA testing at a future date if determined necessary. The Board of Directors of the CPW condominium association and/or the Flagler County Animal Control has the right to, and may remove any pet at the CPW if the owner of said pet is not in compliance with Flagler County Animal Control Regulations and the CPW Rules and Regulations. Any person who permits any animal to be brought onto the CPW property shall indemnify and hold harmless the CPW association for any loss, damage, or liability the association may sustain as a result of the presence of said animal on the CPW property if said pet is not in accordance with the Canopy Walk Condos Rules and Regulations and Palm Coast Animal Control Regulations as cited above.

Any person desiring to keep a pet in a unit must complete any registration forms promulgated by the Board of Directors. Failure to properly complete any such registration form and supply the Association or its managing agent with information requested therein may result in the imposition of a fine by the Association for each day that a pet occupies a unit, and further shall entitle the Association to seek immediate removal of the pet.

28. No clothesline or other similar device shall be allowed in any portion of the Condominium Property or Common Elements. Clotheslines within a Unit shall be concealed from view from all portions of Canopy Walk.

29. 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 and absolute discretion; provided, however, the Board shall not unreasonably restrict any Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.

30. The owner of a Unit, which is above another Unit, shall not install any hard floor covering (i.e. wood, tile, laminate) in the Unit other than carpeting in any room without the prior written approval of the Association. The flooring underlayment for soundproofing cushion must equal or exceed an Impact Insulation Class (IIC) of 65 and a Sound Transmission Class (STC) of 71 when installed over concrete in all Units above the first floor. When submitting an application request for board approval, the owner must supply a small sample of the flooring underlayment along with the specifications including the above mentioned ratings from the flooring supplier in conjunction with the application. The installed underlayment soundproofing must be inspected and approved prior to installation of the alternate/hard surface flooring. The Board of Directors, or its agents, shall have the right to enter any Unit at any reasonable time for the purpose of inspection and documentation of the installed soundproofing. Further, prior to installation of alternate floor coverings, Owners must also provide the Association with a copy of the receipt from the contractor/servicer who installed the soundproofing material. If a Unit Owner installs alternate floor covering without the prior written consent of the Association or without the underlayment soundproofing insulation required by the Association, then the Association shall have the right to cause such Unit Owner to remove the alternate floor covering. The Association is entitled to recover from a Unit Owner all costs incurred by the Association related to enforcement of this rule, including, without limitation, reasonable attorneys' fees and costs at all levels of the proceedings. Further, failure to comply with this rule may result in the imposition of a fine or suspension pursuant to Section 718.303, Florida Statutes, as amended from time to time.

31. The Association maintains an access control system to minimize access to the complex, marina, and clubhouse/pool by unauthorized individuals. Each unit in the complex is allowed a maximum of two "security cards" which unlock the main entry gate and clubhouse/pool. These HID Prox Card II security cards are issued by Property Management. A unit owner who rents their unit transfers their right to use the complex facilities, marina and clubhouse/pool to their renter.

32. Individuals (or groups) using the swimming pool/hot tub area must have a valid security card (HID Prox Card II) in their possession. The swimming pool/hot tub area may be used in accordance with the rules and regulations stated herein and other rules as may be posted by the pool. The swimming pool may be used between the hours of dawn and dusk. Children age twelve (12) and under must be accompanied by a person eighteen (18) years of age or older when using the pool. Glass bottles or glass containers shall not be permitted in the pool area. The pool and deck are to be left in clean condition for the mutual benefit of all. Chairs, tables and lounges in the pool area may not be taken to any other areas.

33. Individuals (or groups) using the clubhouse must have a security card (Prox Card II) issued by Property Management in their possession. The clubhouse may be used in accordance with the rules and regulations stated herein and other rules as may be posted in the clubhouse. Only individuals at least 16 years old are allowed in the workout room. The clubhouse may be used between the hours of 5:00 AM and 10:00 PM. Children age twelve (12) and under must be

accompanied by a person eighteen (18) years of age or older when using the clubhouse and/or clubhouse facilities including the TV.

34. Guests must be accompanied by the Unit Owner/Renter when using the Clubhouse, Pool, Gazebo, Playground, Volley Ball Court, Basketball Court, or Marina. A guest is defined as someone who does not reside in the unit.

35. Unit Owner/Renter hosting more than six (6) guests and desire to use the **Canopy Walk Clubhouse** must reserve it for their non-exclusive use by completing the “**CANOPY WALK CLUBHOUSE RENTAL AGREEMENT**”. A refundable deposit of \$250 and a nonrefundable cleaning fee of \$50.00 are required. Only one function during the timeframe is permitted. Holiday and Condominium Association use takes precedent over personal use. **The pool area** is limited to the unit owner(s)/renter(s) plus a maximum of 6 guests or a total of 8 people, whichever is less; and is not available for rental for larger groups due to limited capacity.

36. The procedure for reporting violations of the Declaration, the Bylaws, or these Rules and Regulations shall be as follows:

Any Unit Owner/Renter may report a violation of these Rules and Regulations to the Association or the Property Management Company in writing. All violation reports are to be submitted in writing and must include the date, time, and nature of the violation, plus the names of those observing the violation. All reports will be considered confidential.

37. The Board will establish a “Compliance Violations Hearing Committee” and appoint a chairman who selects additional committee members. The Committee will consist of at least 3 members total who are unit owners unrelated to members of the Board.

Except for Rule Number 26, the procedure for enforcing the Declaration, By-Laws, or these Rules and Regulations are as follows:

(a) First Violation Notice

If the Association becomes aware that a violation by a Unit Owner, family member, guest, invitee or lessee has occurred, it shall send a letter to each available address of the Unit Owner and to the lessee and rental agency if the unit is leased. The letter must advise him/her of the rule which he/she has allegedly violated, a deadline for compliance, and a warning that strict compliance with these Rules and Regulations will be required.

(b) Second Violation Notice

If the Association becomes aware that a violation has continued beyond the time specified within the first notice, the Association, after verifying the violation, shall send a certified letter to the Unit Owner containing a copy of the “First Violation Notice”. The certified letter will also, indicate the potential fine for non-compliance with the rule violated, a deadline for compliance, and the date, time and location of the next “Compliance Violations Hearing Committee” meeting. The meeting must be scheduled at least 14 days after the date of the “Second Violation Notice”.

At the “Compliance Violations Hearing Committee” meeting the Unit Owner against

whom the fine may be levied may respond, present evidence and provide written and oral argument to the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association. The Committee may establish a deadline for compliance, impose a fine of up to \$100/per day for each day of non-compliance up to a maximum of \$1,000.00, or decide not to impose a deadline or fine. The absence of the Unit Owner or his representative from the committee meeting does not give the Unit Owner the right to appeal the decision of the Committee at subsequent meetings.

(c) Third Violation Notice

If the Association becomes aware that a violation has continued beyond the time specified within the Second Notice, the Association, after verifying the violation, shall send a certified letter to the Unit Owner containing a copy of the "First and Second Violation Notices" and a copy of Rule 38. The Third Violation Notice will advise the Unit Owner of the potential additional fine for continued non-compliance with the rule and a deadline for compliance.

If the Unit Owner has not complied with the demands of the Third Violation Notice the "Compliance Violations Hearing Committee" may establish a deadline for compliance, impose a fine of up to \$100 per day for each day of non-compliance up to a total maximum of \$1000.00 or decide not to impose an additional deadline or fine.

(d) Exemptions and Hearings

Any Unit Owner may appear before the Board to seek an exemption from or variance in the applicability of any given rule, regulation or fine as it relates to said Unit Owner on grounds of undue hardship or other special circumstances.

(e) Collection of Fines

In any case where a fine has not been timely paid and where the Board deems it appropriate, the Association will pursue mediation to resolve the issues before going to court in compliance with Florida Statute 718.1255. In cases where violations are repeated and where the Board deems it appropriate, the Association may seek injunctive relief through court action and/or a personal money judgment against the Unit Owner.

38. All Condominium Association fees and assessments are due and payable on the first day of the month. Any fees or assessments that have not been paid within 30 days of their due date shall be considered late. Unit Owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late fees or assessments, whether or not legal action to collect said fees or assessment, or foreclosure of the Association's lien has been commenced. The 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 fee or assessment for each delinquent fee or assessment that the payment is late. Any payment received by the Association shall be applied first to any costs and reasonable attorney's fees incurred in collection, then to any interest accrued by the Association, then to any administrative late fee, and then to the delinquent fee or assessment.

39. If a Unit is leased and the Unit Owner is delinquent in paying Association fees or

assessments the Association may garnish the rental income in accordance with Section 29.9 of the Condominium Declarations.

40. Any written consent or approval given by the board under these Rules and Regulations which does not conflict with the Condominium Declaration shall be irrevocable.

41. The Unit Owners should refer to the Occupancy and Use Restrictions contained in Article 17 of the Declaration which are binding upon all Unit Owner/Renters.

42. All notices of Unit Owner meetings shall be posted on the bulletin board located in the lobby of the clubhouse building.

43. With regard to meetings of the Board of Directors of the Association and meetings of the Members of the Association (collectively referred to herein as "Meetings"), the following rules shall apply:

A Unit Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restrictions shall apply:

(a) The Right of Unit Owners to Speak at Meetings

A Unit Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restrictions shall apply:

(1) The Unit 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 Unit Owner has spoken.

(2) The Unit Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Unit Owner.

(3) The Unit Owner/Renter may speak only on matters specifically designated on the agenda.

(4) The Unit Owner/Renter may speak only once at a Meeting.

(5) The Board may, at its option, provide an opportunity for Unit Owners who attend the board meeting to make comments and suggestions.

(b) The Right of Unit Owners to Tape Record or Videotape Meetings

(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 Unit

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 Unit Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

44. These Rules and Regulations may be modified, added to or repealed at any time by resolution of the Board of Directors of the Association.

45. When you need to replace your key pad, they must be white (most are off white now due to the sun) and should be consistent in dimensions to what we have today. To help our owners, the board voted to implement this new rule, and purchase 10 replacement key pads to keep in stock and replenish as necessary. If you are in need of a replacement please contact MAY Mgt and you can purchase a replacement at our cost (currently estimated @ \$40).

Approved by Resolution of the Board of Directors of Canopy Walk Condominium Association, Inc.

8/16/2017