

RULES & REGULATIONS

MISSIONWOOD AT MIRAMAR CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS FOR MISSIONWOOD AT MIRAMAR CONDOMINIUM ASSOCIATION

July 2017

Pursuant to the documents governing Missionwood at Miramar Condominium Association (hereinafter "Missionwood" or "Association") the Board of Directors has the responsibility and authority for the operation of the Association, management of the Association common areas and for the establishment and enforcement of Rules and Regulations.

These Rules and Regulations may be modified, added to, or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time, except for approval of modifications, resale or leases. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon **all** Owners of Units in the Missionwood Community (units and common areas). The Owners shall at all times obey said Rules and Regulations and shall ensure that these Rules and Regulations are faithfully observed by their families, guests, tenants, occupants, invitees, servants and other persons over whom they exercise control and supervision.

These Rules and Regulations shall be cumulative with the covenants and occupancy and use restrictions set forth in the Declaration of Condominium for Missionwood, **provided that the provisions of the Declaration shall control over these Rules and Regulations in the event of a conflict or a doubt as to whether a specific practice or activity is not permitted.** In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

Additional Rules as to the use of the recreational facilities may be posted, and each Owner, tenant, or occupant, as well as family, guests and invitees, shall observe these Rules and Regulations and the posted Rules.

MAINTENANCE AND USE OF UNIT:

General:

No structures, changes or improvements of any kind, including but not limited to any building, wall, fence, sign, mailbox, landscaping, planting, outdoor play equipment, screen enclosure, walkway, drain, outside lighting fixtures, etc. (at the front/side or back of the home) shall be erected, placed or maintained on any portion of the Unit without the written consent of the Association.

Work that requires Association approval shall not commence until the Association issues written authorization/approval for the work and until Broward County and/or the City of Miramar issues permits for the work (if the work is of a nature that permits are required).

Changes to Units/Construction/Repairs:

- No Unit Owner may permit any structural, electrical, plumbing or drywall changes to the interior portions of the unit without submitting plans and specifications to the Board and obtaining the prior written consent of the Board of Directors.
- No structure of a temporary nature, including but not limited to trailer, shack, detached garage, barn or other outbuilding (storage or other) shall be permitted on any Association property at any time. Notwithstanding, the Association will permit a unit owner to park a temporary outdoor storage container (POD) next to the unit for up to 24 hours.
- Any structural, electrical, plumbing or drywall work performed in a unit must be performed by a licensed and insured contractor.
- In the event that the Board approves structural, electrical, plumbing or drywall work to be performed inside of a unit, neither the Board of Directors nor the Association shall assume any liability for the integrity of the plans or the work. Unit Owner holds the Board of Directors and the Association harmless for any such work and any damages or injuries resulting from such work.
- The use of commercial equipment for the erection (including excavating), demolition, alteration, repair or maintenance of any unit is expressly prohibited **before 8:00 a.m. and after 6:00 p.m.** Construction noise includes, but is not limited to the following: buzz sawing, drilling, mixing, digging, steam cleaning, and hammering.
- All construction, repairs, installation, maintenance, etc. including pressure cleaning is prohibited on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.
- In the case of emergency and in the interest of the health and safety of the residents in Missionwood, the Association may grant a variance for the authority to conduct activity prohibited by this section for a period not to exceed three working days or less while the emergency continues. The Association may renew such variance at its discretion for successive periods of three days or less while the emergency continues.
- Units are subject to a physical inspection by the Association or its agent during and upon completion of the work. Any damages to the Association property as a result of the construction/work shall be repaired at the sole cost of the Owner of the Unit where the work was performed and may be assessed against the Unit Owner as a special assessment collectible in the same manner as other assessments as set forth in the Declaration. This includes clean-up of the street and swales (if applicable).

- No construction material and/or debris shall be left at the front of the Unit or in the driveway or street either overnight or for extended periods. If the Association must remove any debris on Association Property left by the Unit Owner or Unit Owner's agent, the Unit Owner shall be assessed the cost of such removal which shall be collectible in the same manner as other assessments as set forth in the Declaration.
- Dumping of any supplies/materials (i.e.: gravel, sand, rebar, sod, soil, backfill, pavers, concrete, plants, etc.) in the roadways, sidewalks, neighboring properties and/or Association-owned property is strictly prohibited. All supplies/materials shall be strictly confined to the Owner's Unit.
- Any driveway staining, street damage, landscape damage, or other damage to the community caused by construction vehicles and/or negligence must be reported immediately to the Association's office staff. Any such damage to Association common elements shall be repaired by the Association at the sole cost of the Owner of the Unit where the work was performed and may be assessed against the Owner as a special assessment collectible in the same manner as other assessments as set forth in the Declaration.

General Rules Regarding Use/Maintenance of Unit:

- All Units shall be used only for residential purposes, as a single family private dwelling for the owner, the members of his or her family, approved tenants and guests. Units may not be used for business or for any commercial use whatsoever. Provided, however, that residents are permitted to maintain a home office in their units provided such home office does not result in increased traffic or noise.
- No rugs, items or other materials (including dirt and dust) may be thrown or dusted from the windows of the Units.
- No towels or other materials can be hung on the balconies or over fences.
- All Units must be maintained in good condition and repair at all times.
- Unit owners shall regularly treat their units for pests and rodents to prevent invasion.
- No window air conditioning units are permitted in any Unit.
- All garage doors shall be kept closed at ALL times when the garage is not ***actively in use***. Active use of the garage shall include use for ingress/egress purposes, cleaning, or engaging in personal hobbies (such as painting or woodworking). No garage shall be used for a business or business purpose.
- House number signs for Units shall be in a color and style approved by the Association.
- Signs, lettering or window displays of any type are not permitted for display on or about the Unit.

- There shall be no solicitation permitted by any persons anywhere in or about the association property for any cause, charity or for any purpose whatsoever.

Landscaping; Swale and Residential Units:

- No Unit owner shall remove, add to or otherwise modify the landscaping and plantings around the community. Provided, however, that unit owners may, with the prior written approval of the Association of a landscaping plan, plant approved landscaping not to exceed four (4) feet in height in the area six (6) feet out from the unit's front door and six (6) feet in width (as long as this does not encroach on the entryway of another unit).

Screen Enclosures and other Alterations to Exterior of Unit:

- No Unit Owner may install a screen enclosure or make any other alteration or modification to the exterior portion of the Unit without the prior written consent of the Association.

Basketball Hoops & Other Play Structures:

- No permanent Basketball Hoops may be installed upon the exterior of the residential Units, at any time.
- Temporary basketball hoops and portable play equipment are permitted to be used in the front of the Unit provided that the hoops or other equipment are stored inside the unit when not in use.

Holiday Decorations / Lights or Other:

- "Winter" holiday decorations or lighting may be placed on the exterior of the Unit on or after November 20th of the calendar year and must be removed on or before January 15th of the subsequent calendar year (approximately 56 days for winter holiday decorations or lighting display); provided, however, that Unit Owner shall not drill or nail anything into the exterior portions of the Unit.
- Other than as defined under "Winter" holiday times, in consideration of additional calendar holidays, decorations and/or lighting are permitted to be installed/displayed two weeks preceding recognized calendar holiday and must be removed within two weeks following the end of said same holiday.

Hurricane Shutters/Panels/Impact Windows/Exterior Doors:

- Hurricane shutters shall only be installed with prior Association review and written approval and only according to the specifications for shutters established by the Association from time to time.

- Windows shall only be replaced by owners with hurricane rated impact windows that meet the current building code. Windows shall only be replaced/installed with prior Association review and written approval and only according to the specifications for impact windows as to color and style established by the Association from time to time.
- Exterior doors shall only be replaced by owners with hurricane rated doors that meet the current building code. Exterior doors shall only be replaced/installed with prior Association review and written approval and only according to the specifications for exterior doors as to color and style established by the Association from time to time.
- Hurricane panels/shutters should only be closed or placed on a unit from June 1 through November 30 of each year.
- In the event that a Hurricane Watch is issued by the National Weather Bureau or other threat of severe weather in the area around Missionwood, all materials in exposed areas outside of a residence shall be removed from the exterior of the premises, unless such materials have been permanently affixed to the ground or the structure. Loose debris and outdoor furniture and items must be removed from around the Unit or stored in the enclosed garage. Resident/Occupants shall comply no later than 36 hours before the anticipated arrival (of winds of 45 miles per hour or greater).

PARKING AND USE OF STREET:

Resident Parking:

- Each unit shall have the use of two parking spaces: the unit's garage and the parking space designated by the Association for the unit. No parking space designated by the Association for a specific unit shall be "traded" or re-designated by a unit owner or resident to another unit. The Association has the sole authority and discretion to change designation of parking spaces.
- Residents must park their vehicles only in the unit's garage and/or in the parking space designated to the resident's unit.
- Commercial vehicles belonging to residents shall only be parked in the enclosed garage and shall at no time be parked in the unit's designated parking space or in a space designated by the Association.
- Garages are to be used only as a garage for parking at all times.
- All resident vehicles must be registered with the Association and must display the decal provided by the Association upon registration of the vehicle on the lower corner of the front windshield on the driver's side or such other place designated by the Association or its agent.

- Unit owners or residents requiring a third parking space may apply for temporary designation of one additional parking space by the Association; provided that the unit owner or resident must demonstrate that the unit's two other parking spaces, including the garage, are being used for vehicle parking. The Association, in its sole discretion, may temporarily designate an additional parking space to a requesting owner or resident. The Association shall establish policies and procedures for issuance of such additional parking space designations, including term for designation, parking spaces, number of parking spaces to be used by Association, waiting lists and fees for such designation.

Guest and Service Parking:

- Only guests are permitted to park in parking spaces marked "Guest". Guest vehicles must be properly registered with the Association prior to parking in a guest parking space overnight.
- Cars and/or other service vehicles may be parked on the street in front of Units on a temporary basis for deliveries and pickup only and must not park on the grass in front of fire hydrants, driveways, mailboxes, sidewalks, etc. or to otherwise impede access.
- No vehicle shall be parked, even temporarily, in a manner that impedes the flow of traffic and access by emergency vehicles.
- Parking on the grass/landscape areas is prohibited at all times.
- Overnight parking on the street or swale is prohibited. Parked vehicles may not block the sidewalks.
- No Commercial vehicles shall be parked or stored on any portion of the condominium property unless in a fully enclosed garage or other designated area; except commercial vehicles may be parked temporarily throughout the day from 8:00 a.m. thru 6:00 p.m. for pick-up, delivery, or the furnishing of commercial services.
- Commercial vehicles as referenced in these Rules and Regulations and in the Declaration shall include tractor-trailer trucks, dump trucks or vehicles with more than four axles as well as any other pick-up truck or vehicle that displays commercial emblems, logos, signs, phone numbers, or any printing on the sides, front, or rear which reference any commercial undertaking or enterprise or any other indicator that the vehicle is used for commercial purposes. Additionally, commercial vehicles include trucks with ladder racks, exterior tool bins, or other exposed work-related accessories. Whether a particular vehicle is among those prohibited hereunder shall be determined by the Board of Directors in its sole discretion. The Board of Directors shall be the final arbiter of whether a vehicle falls within a category of prohibited vehicles.
- No house/boat trailers, trailers of any kind, boats, jet skis or any water recreational vehicle, ATV, Golf Cart(s), habitable motor vehicles (motor home/camper) of any nature shall be

parked or stored on any portion of the condominium property (unless in a fully enclosed garage) except temporarily for routine cleaning, loading, or unloading of motor homes or recreational vehicles, but in no event overnight. No living quarters shall be maintained in such motor home or recreational vehicle while the vehicle is parked in any part of the Missionwood community.

- No person engaged in loading, unloading, packing, unpacking, or opening crates, boxes, or containers, including without limitation, the loading or unloading of any motor vehicles or truck trailers onto any truck transport shall create excessive and unnecessary loud and raucous noises. Furthermore, it shall be prohibited to leave diesel-powered or other engines idling, thereby creating loud and raucous noises, between the hours of 8:00 p.m. thru 6:00 a.m. daily.
- Vehicles in a state of disrepair or inoperable, that are deemed to be unsightly or unkempt in the sole discretion of the Board of Directors and those that are not legally or properly registered/tagged must be parked within the enclosed garage and shall not be visible from the outside of the unit at any time.
- Parking in all common area parking areas is limited to non-commercial passenger vehicles with a current automobile registration.
- No vehicle that cannot operate on its own shall remain on the Association property for more than twenty four (24) hours and no vehicle that has an expired license or tag shall remain on the Association property for more than seventy two (72) hours.
- No repair of vehicles (except charging of battery and changing of a tire) shall be made on the Association common property or in a driveway.
- The above parking rules and vehicle limitations have been developed for the consideration and safety of ALL residents.
- Any violation of the Association's parking regulations will result in towing of the vehicle AT THE OWNER'S EXPENSE. In addition, Association may have "boots" installed on violating vehicles. Association is not required to provide any warnings or notice prior to towing or booting a vehicle that is parked in violation of these Rules and Regulations or other governing statute, ordinance or contract.
- Missionwood Condominium Association shall be indemnified and held harmless by vehicle owners for any damages incurred to vehicles parked on Missionwood property, for any injury, or for any towing costs.

Speed Limit:

- The speed limit throughout the community is 15 mph.

PETS

- One household domestic pet, which may be only a small caged bird, a cat or a dog, weighing twenty (20) pounds or under, may be kept in each Unit at Missionwood. No pet shall be permitted on any portion of the condominium property (other than a Unit) unless leashed or caged, as appropriate, and pets shall be walked only on a portion of the condominium property designated by the Association. No pets shall be permitted in any recreation area at any time.
- Pet(s) shall not be permitted on the Association common property, except when on a leash, and under the full control of its owner or caretaker at all times. This includes the open/grassy areas.
- Leashes shall be no longer than six (6) feet.
- Pets must not be curbed near the buildings, walkways, shrubbery, gardens or any other common areas, including the pool, clubhouse area and playground. The pet owner shall clean up their pet's waste and properly dispose of bags in their own trash or in designated disposal bins in the community.
- Pet owners assume full responsibility for any damage to persons or property caused by his/her pet. Any pet owner who brings or keeps a pet anywhere in the Missionwood community indemnifies and holds the Association harmless against any and all claims, debts, demands, obligations, costs and expenses which may be sustained or asserted against the Association or the Board of Directors because of acts of any such pets committed in or about the Missionwood community. The pet owner and the owner of the unit where such pet resides or visits shall be responsible for the cost to repair damage caused by such pet and/or for the injury to person which amount can be assessed by the Association against the unit where the pet is harbored.
- Pit Bull, Rottweiler, Doberman Pinscher's, mixes of these breeds and other aggressive breeds as determined in the sole discretion of the Association may not be kept anywhere in a Unit or in the Missionwood community.
- Excessive barking and/or any behavior by the pet deemed to be a nuisance or danger to others are strictly prohibited. In the event that an animal becomes a nuisance and the pet owner fails to abate the nuisance within 14 days for abatement provided by the Association, the pet shall be permanently removed from the unit upon written demand by the Board of Directors and within five (5) days of the demand.
- All pets in the Missionwood community shall be registered with the Association on forms provided by the Association. New pets brought into a unit shall be registered with the Association within three (3) business days of bringing the pet into the unit. Pets that are not registered with the Association will be deemed unauthorized and the Association will pursue all remedies, including fines and legal action, to remove the animal from the unit.

GARBAGE AND REFUSE DISPOSAL:

Storage & Placement:

- Trash receptacles, containers, recycle bins, etc. MUST be stored within the enclosed garage or fenced in area when not placed curbside for scheduled pick-up. Unit owners can request small sized receptacles from the City of Miramar.
- Trash receptacles and containers, recycle bins, etc. must be placed at the curbside the evening (dusk) prior to scheduled pick-up and must be removed from the curbside and stored within the enclosed garage or other fenced in area the night of the scheduled pick-up.
- Unit owners should place their unit addresses on all trash receptacles.
- Debris or bulk/oversized items for disposal must ONLY be placed curbside the evening (dusk) prior to the scheduled pick-up.

SALES, LEASES AND GUESTS

Sales:

- Sale of units shall be subject to the following requirements:
 - Prospective purchaser(s) must submit to the Association a completed Sale Package, available from the Association Office, at least twenty-one (21) days prior to any scheduled closing date.
 - Prospective purchaser shall attend an onsite owner information meeting with the Association and/or its agent prior to closing.
 - A copy of the recorded deed for the unit shall be delivered to the Association within fifteen (15) days of closing.

Leasing:

- Leasing of units shall be subject to the following requirements and restrictions:
 - All leases are subject to the prior written approval of the Association. Prospective lessee(s) must submit to the Association a completed Lease Application Package, available from the Association Office, at least twenty one (21) days prior to any scheduled lease commencement date.
 - A non-refundable application fee of \$100.00 shall accompany the application for each unit.
 - Association will issue an approval or denial of the lease agreement within twenty one (21) days of receipt of a completed application and all documents required by the Association. In the event that an approval is not issued by the Association, the unit owner shall not lease the unit.
 - Unit owners may not lease their units if they are delinquent in payment of maintenance assessments or any other amount due to the Association.

- If leased, the unit must be leased in its entirety. Sub-leasing is not permitted.
- Leases shall be for a term of no less than two (2) months and no more than twelve (12) months, including extensions and renewals. All leases must conform to the Association's Documents, including but not limited to, the Association Rules and Regulations.
- In the event that a unit owner seeks to renew an approved lease, the unit owner shall provide notice of intent to renew to the Association with a copy of the proposed new lease or extension no less than twenty one (21) days prior to the commencement of the renewal term. The Association will issue an approval or denial for the lease renewal. In the event that an approval is not issued by the Association, the unit owner shall not renew the lease.

Guests:

- Overnight guests are subject to the following requirements and restrictions:
 - Guests who stay overnight in a unit and park a vehicle on site must have their vehicle registered with the Association.
 - Guests who stay in a unit for more than thirty-one (31) consecutive days shall be deemed a tenant and shall be subject to the tenant screening requirements.

MEMBERSHIP USE OF RECREATIONAL FACILITIES AND COMMON AREAS

General:

- The recreational facilities include the pool, and social room (common elements).
- Loitering is not permitted in or around the pool and clubhouse.
- Owners who are leasing their Units relinquish to their respective tenants/lessors/occupants the right to use the common area/recreational facilities (common elements) during rental periods.
- Use of the recreational facilities shall at all times be solely at the risk of the individuals using the facilities, and in no event that of the Association or its members. The use of the recreational facilities shall be regulated from time to time by the Association.
- Disorderly conduct is grounds for expulsion from any common area.
- Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of the facilities by all of the members of the Association.
- Appropriate clothing is to be worn at all times by persons in the Association common areas, including the clubhouse and pool area. Men, women and children shall at all times have on footwear and athletic or tee shirts and shorts or comparable cover-ups except in the pool area. Bare feet are not permitted in common areas at any time except in the pool area.

- The recreational facilities and the furniture contained therein are for the exclusive use of the Owners, their lessees and their respective family members, guests and invitees.
- No guest or invitee of any resident shall be permitted to use the recreational facilities unless accompanied by a resident over the age of 18.
- Smoking is prohibited in all recreational facilities and bathrooms.
- No debris or other items may be kept or stored in the front or back of the unit or on the common areas.
- The owner of a unit shall be liable for the expense of maintenance, repair, replacement or damage to the common elements rendered necessary by his or her acts or by those of any member of his family or his guests, employees, agents, or tenants as well as any and all attorneys' fees and costs incurred by the Association in collection of such damages.

Pool and Pool Area:

- There are life rings and safety equipment at stations around the pool. These are not to be used for any other purpose than emergency. Any persons who use the safety equipment for any other reason, shall be subject to fining and revocation of pool/spa privileges for himself or herself and the resident(s) of the home.
- **Bathing Loads:**
 - Pool bathing load: 32 people
- All persons using the swimming pool do so at their own risk. There is no lifeguard on duty.
- Any person under the influence of alcohol, narcotics or other drugs must not use the pool.
- The pool is open from dawn to dusk.
- All children ages 14 and under must be accompanied by an adult (18 yrs. or older) at all times while in the pool and pool area.
- Excessive noise, loud talking and shouting are prohibited in the pool area. Radios and other audio equipment in the pool area must be kept at a volume audible only to the owner, tenant or his/her guest.
- Disorderly conduct of any kind in the pool, pool area or other common area is prohibited and shall be grounds for fines and/or revocation of rights to use recreational facilities.
- Glass bottles, glass containers, ceramic, or china dishware, or any other breakable items shall not be brought into the pool or the surrounding pool area.

- Food is NOT permitted near/in the pool.
- Running, skating, skateboarding, bicycling or use of similar devices around the pool area is prohibited.
- Diving and jumping is prohibited in the pool.
- Infants, children and toddlers who are not toilet trained may not enter the pool without “swimmer” diapers or plastic pants. Regular diapers are not permitted in the pool. In the event of any damage to the pool caused the failure of a unit owner to use the proper diapers, such unit owner shall be liable for the cost incurred by the Association to clean and repair the pool.
- Individuals with open sores, wounds or bandages are prohibited from entering the pool.
- Surf boards, balls, Frisbees, inflatables and similar items are not permitted on or near swimming pools, except those inflatables attached to the person, or noodle type flotation items for safety purposes. Toys, bicycles, playpens and similar items are not permitted in or near the pool.
- No pool equipment may be removed from the pool or pool area.
- All persons must shower before entering the pool.
- Tanning lotions must be removed before entering the pool.
- Do not swallow the pool water.
- No smoking is permitted in the pool, pool area or bathrooms.
- Pets are not permitted in the pool or pool area at any time.
- The pool is only for the use of owners, tenants or their guests. Guests must be accompanied by the approved owner or tenant at all times when using recreational facilities of the Association.
- The Association reserves the right to remove any persons from the common areas that are causing disturbances or otherwise violating the Rules and Regulations of the Association.

Clubhouse:

- Unit owners who wish to have a private party/event (hereinafter referred to as an “event” or “function”) in the clubhouse must meet with the Association’s agent, prior to booking the room. Owners must sign The Use Agreement and Application.

- The Association maintains the right of first refusal for the use of the clubhouse.
- Unit owners must attend the event for which they sign a Use Agreement form.

Playground:

- The playground is open from dawn to dusk. No unit owner, tenant, resident, guest or other person shall enter the playground area after dusk or before dawn.
- No pets are permitted on the playground or play area.

Bicycles, Roller-skates, Skateboards, etc. on Common/Recreational Areas:

- Persons riding scooters, bicycles, roller skates/blades, skateboards or any similar device shall use care, yield to pedestrians.
- Scooters, bicycles, roller skates/blades, skateboards or any similar device are NOT permitted on the tennis courts or pool area or clubhouse at any time.

SATELLITE RECEPTION DISHES

- No unit owner or resident shall place or attach a satellite reception dish on the roof of any building or the exterior portion of any building. Notwithstanding, in accordance with the Federal Communications Commission “OTARD” Rule regulating Over The Air Reception Devices, an owner or resident shall be permitted to install a satellite reception dish of one meter or less in diameter on a tripod on the balcony of the unit. In the event that a unit owner or resident installs a satellite reception dish to the exterior portion of a condominium building, the unit owner shall be responsible for the costs to remove the satellite reception dish and to repair the building back to its original condition and any costs incurred to repair damage to the building, roof or units as a result of the installation.
- Any satellite dishes that are currently installed on the exterior portion of the condominium building or on the roof as of the date of promulgation of this rule shall be removed by a licensed and insured contractor within sixty (60) days of the date of promulgation of this rule and the roof and/or exterior wall shall be returned to its original condition. Unit owner or resident intending to have a licensed and insured contractor remove a satellite dish from a building or roof shall provide notice of such work to the Association as well as a copy of the license and insurance. The unit owner shall be responsible for the costs to remove the satellite reception dish and to repair the building back to its original condition and any costs incurred to repair damage to the building, roof or units as a result of the installation.

- If a unit owner or resident fails to contract with a licensed and insured contractor to remove a satellite reception dish installed on the exterior of a building or roof, the Association will hire a contractor to remove the satellite reception dish and repair any damage to the building or roof. The costs to remove the satellite reception dish and to repair the building back to its original condition and any costs incurred to repair damage to the building, roof or units as a result of the installation plus an administrative fee of 25% will be assessed against the unit and shall be collectible in the same manner as assessments.

RESPONSIBILITY OF STAFF AND EMPLOYEES

- It is the duty of the Condominium staff to conduct the day to day business of the Association as directed by the Association.
- Owners, tenants, residents or occupants of a Unit shall contact the Association's office regarding issues involving the Association and shall not approach Board members at their Units or on the common properties.
- Employees of the Association cannot perform private services for residents during working hours.
- The Association employees working in the Association's on-site office cannot accept payments for association dues/maintenance in the on-site office.

FINING RULES & REMEDIES:

- Every Unit Owner, tenant, resident, occupant and/or guest shall comply with the Rules and Regulations as set forth herein, which from time to time may be amended or appended to, as well as the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association for Missionwood. Failure to comply shall be grounds for actions, which may include, without limitation, an action to recover sums due for damages, injunctive relief, petition for Arbitration or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon a Unit Owner for failure of the Owner, his family, guests, invitees, tenants, employees, or contractors to comply with any covenant, restriction, rule or regulation contained herein.
- The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing before a Grievance Committee after reasonable notice of not less than fourteen (14) days and said notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the alleged violation; and, (c) the potential fine to be imposed.

- The party or parties, against whom the fine may be levied, shall have an opportunity to respond, present evidence, and to provide written or oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Grievance Committee.
- The Grievance Committee may impose fines against the applicable Owner and/or resident of \$100 per violation, per day up to a maximum of \$1,000 until said violation has been remedied.
- Fines shall be paid not later than 15 days following the date of the notice of said imposition.
- These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the Unit owner shall be in addition to any actual costs incurred for repairs or damages resulting from any such violation.
- In the event that the Association must pursue legal action to enforce provisions of the governing Declaration, Bylaws, Articles of Incorporation or Rules and Regulations, the violating unit owner and/or tenant and/or resident and/or occupant shall be liable for attorneys' fees and costs incurred by the Association.

****THE BOARD OF DIRECTORS FOR MISSIONWOOD AT MIRAMAR CONDOMINIUM ASSOCIATION, INC. IS AUTHORIZED TO GRANT LIMITED EXCEPTIONS TO THESE RULES UPON THE DEMONSTRATION BY THE REQUESTING PARTY OF SEVERE HARDSHIP AND PROVIDED THAT ANY OTHER OWNER, RESIDENT OR GUEST IS NOT NEGATIVELY IMPACTED BY SUCH LIMITED EXCEPTION.**