

**RULES AND REGULATIONS  
FOR  
CARRINGTON PLACE AT FLEMING ISLAND PLANTATION CONDOMINIUM  
ASSOCIATION, INC.**

The definitions contained in the Declaration of Condominium of Carrington Place at Fleming Island Plantation, a Condominium (“Declaration”) are incorporated herein as part of these Rules and Regulations. All references to Home Owners in these rules shall also include residents.

1. The walkways, entrances, driveways, patios, 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 Carrington Place at Fleming Island Plantation. Each Home Owner shall be responsible to keep his or her porch, lanai, or balcony from appearing unkempt or in a state of neglect or disarray. The Board may adopt written guidelines governing what constitutes an appropriate storage of items in these locations. Items stored on a balcony shall not hang over or extend behind the limits of the balcony.

2. Residents may keep a reasonable number of potted plants on the Limited Common Elements. The Board shall determine what constitutes a reasonable number based on the size and quantity of pots and the size of the Limited Common Element in question. Pots must be placed on trays or some other protective surface to avoid staining concrete or dripping onto the lanai. Potted plants are not permitted in the Common Elements.

3. The exterior of a Home and all other areas appurtenant to a Home shall not be painted, decorated or modified by any Home Owner in any manner without the prior written consent of the Master Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Master Association.

4. No article, including, but not limited to, cloth, clothing, rugs or mops shall be hung or shaken from the doors, windows or Lanais of the Homes or placed upon the outside window sills of the Homes without the prior consent of the Board. No satellite dishes shall be permitted in any windows. Satellite dishes may only be installed in accordance with Section 17.10 of the Declaration, which requires approval by the Board prior to installation. Permissible dishes must be installed on Limited Common Elements and no mounting of hardware or wiring can pierce the Common Elements. A Home Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

5. No personal articles shall be allowed to stand on any portion of the Common Elements, except that homeowners may store bicycles in any racks provided for that purpose on the Common Elements. The Association may, from time to time, require all bicycles stored at bicycle racks in the Common Elements to be identified by their owners. Bicycles unclaimed after a reasonable period of time may be discarded.

6. No Home Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Homes or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Home Owners.

7. Each Home Owner shall keep such Home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the door or windows thereof any dirt or other substance.

8. The Board will adopt hurricane shutter specifications ("Hurricane Standards") in accordance with Florida Statutes Section 718.113(5), which specifications shall include color, style and other factors deemed relevant by the Board. All Hurricane Standards shall comply with the applicable building code. If not previously issued, the Hurricane Standards will be made available to a Home Owner within five (5) business days after the Board's receipt of a written request for such Hurricane Standards.

9. No hurricane shutters may be installed without the prior written consent of the Association, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Home Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed (closed) before the issuance of a hurricane watch by the National Hurricane Center encompassing the Islands at Somerset location, and shall be removed (opened) no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").

10. Each Home Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home prior to such Home Owner's departure by:

- a) Removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any;
- b) Designating a responsible firm or individual satisfactory to the Association to install and remove approved hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and
- c) Designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contract the Association for clearance to install or remove approved hurricane shutters pursuant to Section 17.19 of the Declaration.

11. Each Home Owner shall regularly pick up all garbage, trash, refuse or rubbish outside his or her Home. No Home Owner shall leave any garbage, trash, refuse or rubbish outside his or her Home, and no Home Owner shall place or dump any garbage, trash, refuse or other materials on any other portions of the Condominium Property. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities. All garbage and refuse from the Homes shall be wrapped in tied plastic bags and shall be deposited with care in garbage containers

intended for such purpose only at such times and in such manner as the Association will direct. All disposals shall be made in accordance with the instructions given to the Home Owner by the Association. No noxious or offensive odors shall be permitted.

12. Water closets and other water apparatus in the Homes 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 Home Owner responsible for same.

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

14. The agents and employees of the Association and any contractor or worker authorized by the Association may enter any Home 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 Home Owner, 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.

15. No vehicle or other possessions belonging to a Home Owner or to a member of the family or guest, invitee or lessee of a Home Owner shall be positioned in such manner as to impede or prevent ready access to another Home Owner's driveway. The Home Owners, their family members, guests, invitees and lessees will obey the parking regulations posted by the Association and Master Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future consistent with the Declaration and any law, ordinance or regulation governing the Condominium Property, for the safety, comfort and convenience of the Home Owners.

16. Except in an emergency, a Home Owner shall not cause or permit the blowing of any horn from any vehicle of which he or she, or his or her family members, guests, invitees or lessees shall be occupants.

17. No Home Owner shall use or permit to be brought into the Home any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with a permitted use of a patio, if any.

18. No Home Owner shall be allowed to put his or her mail receptacle, name or street address on any portion of his or her Home, except in such place and in the manner approved by the Association for such purpose, which approval shall be based on aesthetic grounds within the sole discretion of the Board.

19. The Association may retain a passkey to each Home. If a Home Owner alters any lock or installs a new lock on any door leading into his or her Home, such Home Owner shall provide the Association with a key for the use of the Association and the Board. If the Home

Owner fails to provide the Association with a key, the Home Owner will be responsible for any costs incurred by the Association in obtaining a key to the Home through a locksmith.

20. Any damage to the Condominium Property or equipment of the Association caused by any Home Owner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Home Owner.

21. Each Home Owner shall be responsible for the actions of his or her family members, guests, invitees and lessees.

22. Food and beverage may not be prepared or consumed, except in the Home or in such other areas as may from time to time be designated by the Board. Grilling or barbecuing shall be permitted on the Lanais, subject to compliance with local fire codes. Damage resulting from improper grilling shall be the responsibility of the Home Owner operating the grill. Per Florida Fire Prevention Code: No hibachi, grill, smoker, or other similar devices used for cooking, heating, or any other purposes can be used or kindled on any balcony, under any overhanging portion, or within ten feet of any structure. In addition, no hibachi, grill, smoker, or other similar devices used for cooking shall be stored on a balcony.

23. Complaints regarding the management of the Condominium Property or regarding actions of other Home Owners shall be made in writing to the Association.

24. A Home Owner shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Fleming Island Plantation, in or upon his or her Home, or in or upon his or her vehicle(s) 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 17.5 of the Declaration. An exception to this rule shall be made to allow a Home Owner to display one (1) sign in the Common Elements immediately surrounding the entrance to the Home to advertise the Home for Rent or Sale, which shall conform to the specifications adopted by the Master Homeowners Association. Such a sign shall be placed so as not to interfere with the landscaping, and the Board of Directors shall retain the right to relocate the sign for any reason.

25. No Home Owner or resident shall ever keep more than two (2) domestic pets in his or her Home. A "domestic pet" is defined as a cat, dog or other household pet of a nature commonly sold in pet stores located in regional malls in urban areas. No Home Owner is permitted to keep a domestic pet in his or her Home either temporarily or permanently without the prior written permission of the Board. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property or Association Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the

above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property or Association Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property or Association Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept tied outside a Home or on any Patio, unless someone is present in the adjacent Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Home Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Home Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or other animal becomes obnoxious to other Home Owners by barking or otherwise, the Home Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Home Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property or Association Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

26. No functioning bird house, bird feeder, or bird bath shall be stored on any balcony or lanai.

27. No clothesline or other similar device shall be allowed on any portion of the Common Elements or Lanais.

28. Motor homes, trailers, recreational vehicles, boats, campers, vans or trucks used for commercial purposes, other than four-wheel passenger automobiles determined acceptable by the Board, shall not be permitted to be parked, placed or stored within Carrington Place at Fleming Island Plantation. No maintenance or repair shall be done upon or to any such vehicles, except where totally isolated from public view. The Association shall have the right to authorize the towing away of any vehicles in violation of the foregoing and the provisions of the Master Documents with the costs to be borne by the owner or violator.

29. A Home Owner shall not install any screen doors, roll-ups, storm shutters, awnings, hardware or the like without the prior written approval of the Board as to design and color and, in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any of such items which have been previously installed at the time Board approval is requested, and approval in accordance with the Master Declaration. Such approval, however, does not and shall not be construed to constitute approval or conformance with the county or city building codes. It shall be the responsibility of each Home Owner to check with all applicable governmental and quasi-governmental agencies

and to obtain the appropriate permits prior to installation of any of the foregoing items. Under no circumstances may a Lanai be permanently enclosed for use as a sunroom/Florida room.

30. 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 Home 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.

31. A Home Owner shall not install any floor covering in the Home other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Home which does not have another Home below it, without the prior written approval of the Association. The Association requires that soundproofing insulation be placed under such alternate floor covering if located above another Home's living space before installation in all units above the first floor. If a Home Owner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Home Owner to remove the alternate floor covering. Under no circumstances shall a Home Owner be permitted to install carpet on his or her Lanai.

32. No garage sales shall be permitted within the Condominium Property or the Association Property.

33. No Home Owner or resident shall make any modification to the landscaping. Prohibited activities include but are not limited to the trimming of trees, the application of fertilizer, and the addition or replacement of plants in the ground.

34. All powered vehicles capable of exceeding 5 miles per hour are prohibited from use on Carrington Place at Fleming Island Plantation property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped or motorized scooter used in Carrington Place at Fleming Island Plantation 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 417.802(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.

35. The procedure for reporting violations of these Rules and Regulations shall be as follows:

Any Home Owner may report a violation of the Rules and Regulations to the Association (or its management company, if any) in writing. All violation reports are to be submitted in writing.

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

a) First Offense (1<sup>st</sup> Notice)

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

b) Second Offense (2<sup>nd</sup> Notice)

If the 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 Association will provide by certified mail reasonable notice and opportunity to the Home Owner, and, if applicable, its licensee or invitee, for a hearing to be held before a committee of other Home Owners to authorize a fine to be levied upon the violating Home Owner. If the committee does not agree with the fine, the fine may not be levied. The fine for a second offense may not exceed the maximum amount permitted by the Act.

c) Third Offense (3<sup>rd</sup> Notice)

If the Association receives a third report that a violation has been repeated or has continued behind the hearing of the committee referenced in Section 33.(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 33.(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 Home Owner may appear before a committee of other Home 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 Home Owners do not agree with the fine, the fine may not be levied. Where the Association levies fines and the committee of other Home Owners have consented to such fines, such fines shall be levied pursuant to the procedures set forth in the 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 Association.

37. Home Owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late Neighborhood Assessments whether or not an action at law to collect said Neighborhood Assessment and foreclose 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 assessment for each delinquent 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 assessment.

38. Before levying a fine against a Home Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall

a) Afford the Home Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Home Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. 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 Association.

b) Provide an opportunity to the Home 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 Association. If the committee does not agree with the fine, the fine may not be levied.

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

40. The Home Owners should refer to the Occupancy and Use Restrictions contained in Article 17 of the Declaration which are binding upon all Home Owners.

41. All notices of Home Owners meetings shall be posted on the bulletin board located at the mailbox kiosk.

42. 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:



#### 43. The Right of Home Owners to Speak at Meetings

A Home 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 Home 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 Home Owner has spoken.
- 2) The Home Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Home Owner.
- 3) The Home Owner may speak only on matters specifically designated on the agenda.
- 4) The Home Owner may speak only once at a Meeting.

#### b) The Right of Home Owners to Tape Record or Videotape Meetings

A Home 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:

- (i) The audio and/or video equipment and devices must not produce distracting sound or light emissions, not 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 Home 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 Home 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 the Association.

By Resolution of the Board of Directions of Carrington Place at Fleming Island Plantation Condominium Association, Inc.

Revised – April 11, 2018