

WIGGINS LAKES CONDOMINIUM

RULES AND REGULATIONS

The Rules and regulation hereinafter enumerated apply to the condominium property, the common elements, the condominium units and the condominium in general, shall be deemed in effect until amended by the Board of Directors of Wiggins Lakes Condominium Association, Inc., and shall apply to and be binding upon all condominium parcel owners (the "members"). The members shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other condominium parcel owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the Bylaws of the Condominium Association and Florida law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the condominium parcel owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. The RULES AND REGULATIONS are as follows:

1. VIOLATIONS OF RULES AND REGULATIONS

1.1 Violations should be reported to the Managing Agent of the Association in writing, not to the Board of Directors or the Officers of the Association.

1.2 Violations will be called to the attention of the violating owner by the Managing Agent.

1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

1.4 These rules shall apply to all members, their families, guests, tenants and invitees. Members shall be responsible for all violations by persons on the condominium property by permission or invitation of the member and all damages resulting from such violation.

2. FACILITIES

2.1 The facilities of the condominium are for the exclusive use of members, their guests and invitees accompanied by a member. Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident or guest shall be repaired at the expense of the Association member responsible for such resident or guest.

3. NOISE

3.1 Unless expressly permitted in writing by the Developer or the Association, the installation of hard surface floors in any condominium parcel is prohibited. Should noise transmission create a disturbance or a nuisance after installation, the responsibility remains that of the member to abate the noise transmission and not the Developer or the Association.

3.2 Radio, tape decks, disc and other sound equipment and television sets should be turned down to a minimum volume between the hours of 10:00 p.m. and 8:00 a.m. All other unnecessary noises between these hours should be avoided.

4. PETS

4.1 No bird, pet, reptile or animal shall be kept or harbored in the condominium unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association, in its sole discretion, deems to be in the best interest of the condominium as a whole. Such permission in one instance shall not be deemed to institute a blanket permission or permissions in any other instance; and any such permission may be revoked at any time in the sole discretion of the Association. The pet owner 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 bird, pet, reptile or animal upon the condominium property.

4.2 No animals shall be allowed to commit a nuisance in any common elements.

4.3 An authorization in writing to keep pets will expire when the pet is disposed of or dies.

4.4 Pets shall include all types of animals, including, without limitation, dogs, cats, parrots, frogs, reptiles, turtles and fish.

4.5 All pets must be restrained and kept on a leash when on the common elements.

5. OBSTRUCTIONS

5.1 Sidewalks, entrances, and stairways must be kept open and shall not be obstructed in any manner.

5.2 No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the condominium, except such as shall have been approved in writing by the Association; nor shall anything be projected out of any window in the condominium without similar approval.

5.3 No radio or television aerial or antenna shall be attached to or hung from the exterior or the condominium or the roof thereon without the express approval of the Association.

6. CHILDREN

6.1 Reasonable supervision must be exercised when children are playing on the grounds.

7. DESTRUCTION OF PROPERTY

7.1 Members shall not mark, mar, damage, destroy, deface or engrave any part of the common elements.

8. EXTERIOR APPEARANCE

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

8.2 No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the

condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

9. CLEANLINESS

9.1 All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purposes only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with regulations of the Association.

10. WINDOWS

10.1 Plants, pots, receptacles and other movable objects shall not be kept, placed or maintained on ledges or outside window sills. No objects shall be hung outside of windows.

10.2 No cloth, clothing, rugs or mops shall be hung up or shaken from windows or doors.

10.3 No object shall be thrown from any window.

11. STAIRWAYS

11.1 Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in staircase landings.

12. DOOR LOCKS

12.1 Members must abide by §12.5, "Right of Entry To Units", of the Declaration of Condominium, which reads as follows:

"In case of emergency originating in or threatening any unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit shall deposit under the control of the Association, a key to such unit."

13. PLUMBING

13.1 Water Closets and other plumbing shall not be used for any other purpose than those for which they are constructed, and no sweeping, rubbish, rags or other foreign substances shall be thrown therein.

14. ROOF

14.1 Members are not permitted on the roof for any purposes.

15. SOLICITATION

15.1 There shall be no solicitation by any person anywhere in the condominium for any cause, charity or any purpose whatsoever, unless specifically authorized by the Association.

16. PARKING

16.1 No vehicle shall be parked in such manner as to impede or prevent access to any other parking space.

16.2 All persons shall obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for safety, comfort and convenience.

16.3 No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property.

16.4 Except for guest parking spaces, each parking space is assigned as an appurtenance to a particular condominium parcel. As such, each space may be used only by the owner, except when the owner has given written permission (copy to the Association) for use by another member or resident.

17. HURRICANE PREPARATIONS

17.1 Any member absent from the condominium during hurricane season shall designate a person to care for such member's unit in the event of hurricane and notify the Association of the person's name and address.

18. Tenants

18.1 Members shall notify the Association in advance of the name and term of occupancy of any tenant authorized to occupy member's unit. Member shall furnish to tenant copies of the Declaration and the Association's rules and regulations; member shall be responsible for tenant's compliance with the same.

19. Sales & Leases

19.1 Member shall notify the Association of the name and mailing address of any new member.

19.2 Member shall notify the Association of the name and mailing address of any tenant and the commencement and expiration date of the Lease.

Adopted by the Board of Directors of Wiggins Lakes Condominium Association, Inc., at Naples, Florida, this 5th day of January, 1990.

Secretary