

Addendum ___ to the Residential Lease

Tenant has read the attached Rules and Regulations of Sanctuary @ Bayhill Community and agrees abide by the Rules and Regulations of Sanctuary @ Bayhill during the term of the lease. Tenant will be responsible for any fines incurred if it is due to Tenant's Incompliance.

Tenant 1: _____

Date: _____

Tenant 2 : _____

Date: _____

**CONDOMINIUM RULES AND REGULATIONS
THE SANCTUARY AT BAY HILL,
A CONDOMINIUM**

Each Owner shall be governed by and shall comply with the terms of the Declaration of Condominium of The Sanctuary at Bay Hill, a Condominium (the "Association"), the Articles Of Incorporation for the Sanctuary at Bay Hill Condominium Association, Inc. (the "Articles of Incorporation"), and the Bylaws of The Sanctuary at Bay Hill Condominium Association, Inc. (the "Bylaws") (Together, the Declaration, Articles of Incorporation, and Bylaws are referred to as the "Condominium Documents"), and these Condominium Rules and Regulations. All terms used in these Condominium Rules and Regulations shall have the same meaning as the identical terms used in the Declaration. Failure of a Unit Owner, their families, guests, invitees, and lessees to comply with the provisions of the Condominium Documents or these Condominium Rules and Regulations, shall entitle the Association or other Unit Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive relief or an action for declaratory judgment.

1. Personal Use. Use of the Units, the Recreational Facilities and the Condominium Property is limited solely to the personal use of Unit Owners, their tenants, invitees, and licensees, except as otherwise permitted pursuant to the Declaration for the Developer and the Association. Use of Units or Recreational Facilities or other portions of the Common Elements for commercial purposes or any purposes by Unit Owners, their tenants, invitees and licensees, other than the personal use described herein, is expressly prohibited. "Commercial purpose" shall not include rental activity by a Unit Owner of its Unit (which is allowed). Additionally, notwithstanding the foregoing, a home office may be located within the Unit and paperwork, computer communications and telephone and facsimile communications may be conducted by the occupants of a Unit without violating this rule so long as (1) the business conducted does not permit or require access by the public to the Unit, (2) the Unit does not appear to be a business establishment, (3) the Unit is in fact used by the occupants as a single-family, residential dwelling, (4) the storage and/or delivery or transfer of goods, inventory or supplies does not occur at or in the Unit, and (5) no business signage is posted on the Unit or Limited Common Elements advertising business activity at or from the Unit. Except as reserved by Developer under the Declaration, no Unit may be divided or subdivided into a smaller Unit. Developer is permitted to conduct the sale of Units and have models and a sales office at the Condominium.

2. Common Elements, Limited Common Elements and Recreational Facilities. Subject to the rights of Developer under the Declaration, the Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of Services, and facilities for the enjoyment of the personal use of the Unit Owners. The Common Elements and other Recreational Facilities shall be used only for the purposes for which they are intended and pursuant to these Rules and Regulations.

3. Nuisances. No nuisance shall be allowed upon the Condominium Property or the Common Elements (including Recreational Facilities) or within a Unit, nor any use or practice that is the source of annoyance to Unit Owners or which interferes with the quiet and peaceful possession and proper use of the Condominium Property by the Unit Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of a Unit or make or permit any use of the Common Elements or Condominium Property that will increase the cost of insurance upon the Condominium Property or any Unit.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, a Unit, or the Common Elements and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the Maintenance and repair of the Property concerned.

5. Leasing of Units. Owner of record shall deliver to the Association a fully-executed lease and a copy of an approved lease addendum, which that Unit Owner enters into with respect to its Unit five (5) days prior to scheduled move in date. Along with the executed lease, and addendum, a completed application for residency and payment of \$50.00 per applicant over the age for the Association to do a criminal background check.

Once the applicant is approved, a new resident packet must be filled out and turned in to Management office. No gate access or common area access will be allowed until the packet is filled out. All of the terms and provisions of the Condominium Documents, these Condominium Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner.

The *minimum lease term* shall be no less than 6 months.

6. Signs. Except as otherwise expressly authorized, no "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements or Units or any portion of the Common Elements. This includes garage sale signs.

7. Prohibited Vehicles. No trucks (other than pick-up trucks with a capacity of less than or equal to one-half (1/2) ton), commercial vehicles, boats, house trailers, boat trailers, mobile homes, campers or trailers of any description shall be parked in any parking space except with the written consent of the Board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and such other services as may be necessary on the Condominium Property.

8. Pets. All "exotic" pets are prohibited unless the prior approval of the Board of Directors of the Association is obtained, which approval shall be granted in the Board of Director's sole and absolute discretion. For purposes hereof, "exotic" pets include any pet which is not one of the following: cats, dogs weighing less than fifty (50) pounds and which are of a "nonaggressive" breed (as determined by the Board of Directors of the Association in its absolute discretion), provided that larger dogs trained for use by disabled persons, such as seeing-eye dogs, are permitted, and fish and birds not in excess of one (1) foot in height. No Unit Owner may have more than two (2) dogs or two (2) cats. All pets must be restrained on a leash or similar device when outside of any Unit. Unit Owners are responsible for cleaning up any waste deposited by pets on the Condominium Property. Pets may not be kept, bred or maintained for any commercial purpose, nor kept in unreasonable numbers, nor allowed to behave in any manner which annoys or interferes with any other Unit Owner's use or enjoyment of his or her Unit.

9. Exterior Appearance. No Unit Owner shall decorate or alter any part of a Unit so as to affect the appearance of the Unit from the exterior. Such decoration or alteration shall include, but not be limited to, painting or illumination of the exterior of a Unit, reflective film or other window treatments, draperies, window shades, screen doors and lights. Planting in front of individual Units

must receive prior approval by the Board or committee appointed by the Board of Directors. County Fire Code prohibits outdoor cooking or grilling within 20 feet of any building, this includes patios and balconies. Barbeque (charcoal) grills are located at the pool area for Unit Owners and approved lease holders to use. The Association shall have the discretion, which may be based on aesthetic principles only, to determine compliance with this provision. Notwithstanding anything to the contrary, nothing herein shall prohibit any Unit Owner from displaying one portable, removable United States flag in a respectful way pursuant to Florida Statutes 718.113(4).

10. Satellite Dish/Antennas. Unless Association is required by law to permit Satellite dishes or antennas or towers of any nature, none shall be erected on any part of the Condominium Property, except that one antenna or receiver may be used as a master antenna for the Association. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception. If the Association is required by law to permit satellite dishes or antennas at the community, Owner/Resident shall comply with the specifications applicable to: Owner shall install any satellite dish, no larger than one meter (39.7") in diameter inside the dwelling Unit only, in a space where the resident has exclusive control. Exclusive control includes screened in porch/patio and it cannot extend out beyond the area exclusively controlled by resident/Owner. This excludes all common areas, walkways, roofs, railings, windows, window sills, or any exterior walls. Drilling holes of any kind is strictly prohibited.

Owners/Resident is required to obtain additional liability insurance and include the Association as loss payee and provide a copy to the Association office prior to installation. Owner/Resident assumes full responsibility for the costs and repairs to the Property made necessary by the presence of the satellite dish on the premises.

11. Noise. Should noise transmission create a disturbance or a nuisance, the responsibility is with the Unit Owner and not the Association to abate the noise transmission. In order to insure the comfort of all Unit Owners and authorized users, radio and television sets, and any and all other such audio equipment generating noise, should be turned down to a minimum volume so as not to disturb other persons between the hours of 11:00 p.m. and 8:00 a.m. All other noises between these hours should be avoided.

12. Obstructions. Sidewalks, entrances, driveways, and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. No sign, including garage sales signs, notices or advertisements shall be inscribed or exposed on or at any window of a Unit or any part of the Condominium Property, except such as shall have been approved in writing by the Board of Directors for the Association; nor shall anything be projected out of any window in the Condominium Property without similar approval from the Association. All personal Property of Unit Owners shall be stored within the Unit.

13. Storage. Except as otherwise provided in these Rules and Regulations, the Declaration and the other Condominium Documents, no part of the Limited Common Elements appurtenant to any Unit may be used for storage. Notwithstanding the prior sentence, (i) an automobile, bicycles and similar items can be kept inside the garage appurtenant to the Unit (if any) so long as the garage can be used for the parking and nightly storage of an operable motor vehicle, and (ii) patio furniture and plants may be kept on the porch/patio/balcony appurtenant to each Unit.

14. Children. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, on stairways, or other Common Elements, which would cause an obstruction on the Condominium Property. Reasonable supervision by parents or guardians must be exercised at all times when children are playing on the Condominium Property. Children are expressly prohibited from playing at the Recreational Facilities including the Tennis Court, Pool or Clubhouse (as each is defined in the Declaration) without direct supervision by parents or guardians and subject to all Association rules for use of such Recreational Facilities.

15. Entry for Emergencies. In case of emergency originating in or threatening any Unit, regardless of whether or not the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any management company engaged by the Association (the "Management Company"), or any other person authorized by them, 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.

The board of Directors will designate person/persons to hold keys by Unit Owners to be used in their absence. The following conditions will be applied:

1. The keys will be kept in a locked key file in the designated area.
2. Two alternates will be designated by the Board. They will be given access in the event of absence of the primary key holder.
3. The keys will be used for the following purposes only: A) Emergencies (fire, flood, water leaks, etc.); B) Necessary maintenance to common elements (plumbing, wiring, pest control, etc.)

16. Plumbing. Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the Unit Owner.

17. Roof. Unit Owners are not permitted on the roof of any Building within the Condominium Property for any purpose.

18. Solicitation. There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the Board of Directors of the Association or the Management Company, except for solicitation by the Developer in marketing the sale of Units.

19. Parking. No vehicle belonging to any Unit Owner or to a member of the family of a Unit Owner or guest, tenant or employee of a Unit Owner shall be parked in any unauthorized area or in any fire lanes. The Unit Owners, their tenants and the respective employees, servants, agents, visitors, licensees and family of the same will use the garage appurtenant to the Unit for parking and obey all posted parking regulations for surface parking on the Condominium Property. All surface-parking at the Condominium Property is non-exclusive and is available on a first come, first served basis. All parked vehicles using surface-parking must be operable and periodically moved. Vehicles parked in any unauthorized areas or impeding any fire lanes are subject to being towed away at the expense of the Owner of the vehicle and the Unit Owner permitting the vehicle on the Condominium Property. No repair of vehicles shall be made within the Condominium Property. In addition, no Unit Owner or tenant, guest or licensee shall store or leave boats, trailers, mobile homes, recreational

vehicles and the like on the Condominium Property. No trucks or buses may be parked anywhere on Condominium Property, unless approved by Board of Directors.

Unit Owners and other authorized occupants may not park vehicles in spaces designated for disabled/handicapped persons, unless they fall within this category of individuals; and the Association or Management Company shall have the right to notify local authorities of any such violations. All improperly parked vehicles are subject to towing upon or from the Condominium Property at the expense of the Owner thereof. If they are removed from the Condominium Property, vehicles shall be stored at the expense of the Owner. The Association is not responsible for any losses or damage of any nature whatsoever sustained by the Unit Owner, vehicle Owner or user of the vehicle as a result of the vehicle's towing or removal from the Condominium Property, nor shall the Association bear responsibility for damaged to the vehicle or any damages or loss to the personal Property contained within the vehicle.

20. Use of Pool, Tennis Court, and/or Other Recreational Facilities. Unit Owners, tenants and authorized users of the Pool, Tennis Court, and/or other Recreational Facilities (as defined in the Declaration) do so at their own risk. All users are required to obey the posted rules. Children under fourteen (14) years of age using the Pool, Tennis Court, and/or other available Recreational Facilities must be accompanied and supervised by a responsible adult. Swimming in the Pool is permitted only during the posted hours of operation. **Since the Pool is not guarded, persons using these facilities do so at their own risk; and persons using all Recreational Facilities must be appropriately attired.**

The following are the basic rules for persons using the Pool:

1. Shower thoroughly each and every time before entering.
2. Pneumatic floats or other items of similar nature, except for Board of Director approved floatation devices, are not permitted in the Pool.
3. Pets are forbidden in the general Pool area (unless ADA approved).
4. Running and/or ball playing or throwing objects is not permitted in the general pool area.
5. No bicycles, roller blades, skate boards are permitted in pool area.
6. Food and Beverages may be consumed within the Pool seating area, at *minimum* of 10 feet from the pool, but absolutely no glass, glass bottles or other glass containers shall be allowed within the Pool area or seating area.
7. Any person who is not toilet trained or who is incontinent or wear diapers is not permitted in the swimming pool unless waterproof swimwear is worn.
8. If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.

Anyone who has more than five (5) guests at the pool must register in management office. Any party or gathering by authorized Unit Owners or lease holders who host events that will participate in serving or consuming food or beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from trash or any debris. You must register in management office for prior approval before hosting such an event.

Bicycles, rollerblades, skateboards and other similar equipment and hard soled shoes are prohibited on the Tennis Court. Unit Owners and authorized users shall observe all posted rules and regulations governing the use of all Recreational Facilities pursuant to the rules and regulations posted by the Association.

21. Storage of Dangerous Items. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit, Common Element or Limited Common Element except in quantities and retail packaging as are required or appropriate for normal household use (such as cleaning products and charcoal-lighter fluid).

22. Employees/Agents Control and Entry of Units for Maintenance. Employees and/or agents of the Association or Management Company, and employees and/or agents of the Developer's ongoing sales program, shall not be sent off the Condominium Property by any Unit Owner or authorized user at any time for any purpose. No Unit Owner or authorized user shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Company or the Association or Developer. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Management Company (if any) or Association for proper resolution. Employees or agents of the Management Company (if any) or Association shall be permitted to enter Units for maintenance and repairs during reasonable hours.

23. Complaints. Complaints regarding the maintenance service of the Condominium shall be made in writing to the Management Company, as long as the management contract with the Management Company remains in effect, and thereafter, to the Board of Directors of the Association.

24. No Private Watercraft. No boats, jet skis, wave runners or watercraft of any kind shall be used, stored or brought onto the Condominium Property by any Unit Owner, guest, or tenant without the prior written consent of the Board of Directors for the Association.

25. Security. Unit Owners are responsible for their own security. Unit Owners shall at all times lock and secure their unattended motor vehicles parked or located upon the Condominium Property, and they shall not leave any valuable within or upon such vehicles, whether or not in plain sight. During their occupancy, Unit Owners shall at all times lock and secure all doors, windows, porches or other points of possible entry with respect to their accommodations (except when any such point of entry is in use by Unit Owners or their guests or tenants). Unit Owners shall at all times secure and protect their personal Property.

26. Fines. The Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its occupant, licensee, or invitee, to comply with any provision of these Condominium Rules and Regulations. No fine may exceed One Hundred and No/100 Dollars (\$100.00) per violation. Fines may, however, be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed One Thousand and No/100 Dollars (\$1,000.00). No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

27. Interior Unit Condition. All Unit Owners shall keep and maintain the interior of their respective Units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective Owner's Unit, whether inside or outside Owner's Units, and shall promptly pay for all utilities, which are separately metered to the Units. Additionally, all Unit Owners, whether or not occupying the Unit, shall maintain the air conditioning system at a temperature of at least a maximum of Eighty (80) degrees Fahrenheit to minimize humidity in the Unit.

Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, and well ventilated and free of contamination. Screened lanais shall be kept clean by the Unit Owners.