

January 31, 2003 revised Oct 30, 2007 and March 25, 2008

SKYE LOCH VILLAS OWNERS ASSOCIATION, INC.

AN INCORPORATED DEED RESTRICTED ADULT COMMUNITY

Pinellas County Florida

RULES AND REGULATIONS

UPDATED March 25, 2008

ARTICLE I PURPOSE AND DEFINITIONS

1.1. Any provisions, definitions and/or contexts not covered by these RULES and REGULATIONS, hereinafter referred to as "RULES" are covered in the DECLARATION, BY-LAWS or FLORIDA STATUTES, hereinafter referred to as "FS" and BOARD OF DIRECTORS, hereinafter referred to as "BOARD".

1.2. Skye Loch Villas is an adult community of single family homes situated in the City of Dunedin, County of Pinellas, State of Florida.

1.3. Each Member owns an equal undivided interest of the common Properties, to wit: buildings, pool, lake, streets, sidewalks, lights, common ground, fences, and parking areas and is restricted to Members who join in the provisions of the Declaration, and his/her/their successors in title.

1.4. In no event may the use of these Properties be extended to the GENERAL PUBLIC.

1.5. Please read all of the following Rules carefully and thoroughly. As you read these Rules, we ask that you keep in mind that they are for YOUR PROTECTION.

1.6. These Rules are applicable to all Members, Renters, Lease Holders and to their families, guests and their employees.

1.7. The objective of the Board is to provide a healthy, safe, fun and carefree way of life. All reasonable means have been taken to insure that your stay in Skye Loch Villas is pleasant and enjoyable. Consideration and courtesy to others, plus your cooperation in maintaining an attractive home and site will help sustain the standards of the Community.

1.8. Therefore, in order to protect and safeguard each and every Member and their Residential Structures located within Skye Loch Villas, the following Rules are hereby created to wit: The Association will have the authority to promulgate policies, procedures, rules and regulations in order to carry out the intent of this provision. Expenses of complying with the law shall be the common expenses of the Association. The Board may promulgate rules to implement these restrictions.

ARTICLE II. GENERAL

- 2.1. In accordance with the provisions of the Fair Housing Act, the Association has adopted a minimum age restriction for Skye Loch Villas. One Hundred percent (100%) of the Villas shall be occupied by at least One (1) person age Fifty Five (55) years of age or older. All other occupants must be at least Fifty (50) years of age or older. No person, children or grandchildren may stay overnight in a Villa in the aggregate of more than Twenty One (21) days per Twelve (12) month period if they are less than Fifty (50) years of age, with the exception of medically necessary Care Giver(s), whose occupancy must be approved in advance by the Board. The following information must be in writing and filed with the Secretary. The Occupant must provide the medical background and doctor's written certificate of necessity and be the result of hardship, such as a disability of the Occupant. Care Giver(s) must be a registered licensed Florida Care Giver(s).
- 2.2. All Villas must be owned by natural persons.
- 2.3. No person may own more than Two (2) Villas within Skye Loch Villas and must reside in one of the Two (2) owned villas.
- 2.4. Any person staying in a villa more than twenty-one (21) days, as noted above, will be considered a permanent resident and must be interviewed and obtain the approval of the Board.
- 2.5. Sharing of any Villa by more than one family, and as shown on the interview agreement, is strictly forbidden. For each day an unauthorized person adult/child occupies a Villa owner's premises without the expressed written permission of the Board of Directors, the Villa Owner will be fined Fifty (\$50) dollars per day of violation.
- 2.6. To preserve and retain the value of Skye Loch Villas, Rented Villas are limited to not more than (6%) of the 168 villas and must be rented for a term of no less than (6) months. A copy of the current lease for renter or leaseholder must be provided to the secretary prior to the approval interview by the Board. All rentals must comply with Skye Loch rental procedures and are as follows:
1. Rental status to be granted for a period of one calendar year, based on a majority vote of the Board.
 2. Rental status to be reviewed annually by Board. Status to be determined 30 days prior to end of year. Rental status will not be granted or renewed if there are outstanding violations against the unit & association fees are not current.
 3. No more than 6% of total units (168) or 10 units will be granted rental status (excluding hardship).
 4. A list of owners wishing to be considered for rental status will be maintained by board, and will be considered on a first-come first-served basis. Owners requesting rental status must submit so in writing.
 5. Only villas which have been owned for at least 24 months will be eligible for consideration as rental units.
 6. If a rental unit remains unoccupied more than three months, its status will be reviewed by the board and its rental status may be revoked. The owner would then have to reapply for rental status as a new case.

7. "Hardship" rental status may be determined and granted by the board on a case-by-case basis subject to the same conditions for other rental units.
8. It is the responsibility of the landlord to ensure that the renter complies with all Skye Loch Rules & Regulations. Upon notification of any problem caused by a renter, that landlord will take immediate action, up to and including eviction, to correct that problem.

2.7. All individuals renting a Villa must meet the requirements for occupancy in Skye Loch Villas and must receive approval by the Board prior to occupancy. An administrative fee of Fifty (\$50.00) Dollars, (non refundable) will be charged for each Renter or Leaseholder interview.

2.8. Owner(s) or their Real Estate Agent are responsible for notifying the Secretary, in writing, of any changes in ownership or occupancy in advance of such happenings.

2.9. It shall be the responsibility of the Seller, Lessor or Real Estate Agent to arrange for a personal meeting between the prospective Owner or Tenant and the Board prior to the final closing of the Villa or signing of a lease, to secure approval of the Board.

2.10. All Owner(s) shall provide written notice to the Secretary and she/he in turn shall inform the Neighborhood Watch Chairperson of all guest(s) staying overnight, including the length of stay and departure date (if longer than just overnight) to assure the Association is aware who belongs in the area.

2.11. It is the host resident's responsibility to insure that overnight guests sign the Guestbook kept in the clubhouse and obtain a visitor's parking pass.

2.12. Guests are welcome, however, should they cause a disturbance, the host resident must rectify the situation immediately.

2.13. Babysitting on a regular basis or daycare of children as an occupation may not be carried on in Skye Loch Villas.

ARTICLE III VILLA

3.1. No improper or offensive activity or commercial trade, business or activity shall be carried on within the villa or community, nor shall anything be done which may become a disturbance or annoyance to the neighborhood or other residents.

3.2. No nuisance shall be permitted in the community nor shall any use or practice be permitted which is or becomes any annoyance or which interferes with the peaceful possession of other residents.

3.3. No structural additions, alterations or improvements may be made to the exterior of any unit and/or the yards including common ground without a drawing and written explanation of the purposed additions, alterations or improvements sent to the Board for the Board's approval prior to any work start date. In addition to board approval, city permits may be required and it is the Owner's responsibility to so obtain.

3.4. The Owner is wholly responsible for the entire maintenance of the interior and exterior of their individual Villas, except for the periodic painting of the exterior paintable surfaces of the Villas, to include stuccoed additions and carport ceilings, (excluding awnings), by the

association.

3.5. No Owner shall change the color of the exterior paint and trim of their Villa. Shingle color shall match as closely as product availability allows.

3.6. The Owner's maintenance responsibilities include, but is not limited to, the roof, air conditioner, windows, awnings, doors, water pipes, sewers excluding the trunk line. The Association will provide cutting and edging of grassy areas and maintain the water lines up to the exterior wall of the Villas.

3.7. In the event any Owner shall fail to properly maintain their Villa or site, the Board reserves the right to provide for such maintenance at the cost and expense of the Owner. The Owner shall have no recourse against the Board or the Association for any maintenance undertaken by the Board.

3.8. Failure of an Owner to properly maintain their Villa and/or site shall be considered a breach and violation of the Rules, By-Laws, and Declarations.

3.9. No external antennas including any discs, telecommunication, radio, receiving disc or dishes of any type shall be installed on any of the villas.

3.10 Any planting of trees, shrubs, flowers, placing of statues or other obstacles that will or can interfere with lawn maintenance shall require that a detailed drawing be sent to the Secretary and must receive approval by the Board prior to installation or planting.

3.11. The Owners shall be responsible for keeping all walkways, sidewalks and easements clear of any obstruction around their lot.

3.12. Laundry, bedding, and clothing shall not be hung outside the Villa or in the carport.

3.13. Any tools, equipment of any kind or miscellaneous items stored in the carport must be stored in an enclosed storage facility or hung on the walls of the carport. Washer, dryer and hot water tanks must be enclosed. All the above items shall not be seen from the sidewalks.

3.14 The building or placing of any storage facility or miscellaneous items stored in any carport shall NOT prevent the Occupant's ability to park their vehicle in their carport.

3.15 No items of any kind may be stored outside the Villa, including the back yard, except lawn chairs, tables and propane cookers. These items shall be kept in good condition at all times.

3.16. No sign(s) of any kind shall be displayed to the public view except one For Sale sign. This sign must be parallel to and no more than two (2) feet from the Villa's front wall. It must be maintained in good condition and be removed on or before the closing.

3.17. No pets or animals are allowed in or about any villa, except small quiet birds, fish, or one (1) inside cat per villa. This regulation applies to guests as well as owners and it is the owner's responsibility to ensure that guests comply.

3.18. If a seeing-eye or helper dog or animal is needed by an Owner for any reason, a doctor's certification is needed and the dog or animal must be registered and licensed as a seeing-eye or helper animal. This information shall be sent to the Secretary and approved by the Board.

3.19 The Board shall not deny any Owner and/or agent the right to sell their Villa, however the Board does reserve the right to approve new Owners prior to the sale of a Villa. A processing fee of Fifty (\$50.00) dollars, (non refundable) will be charged for each new Owner interview. A new applicant must provide the Board with all reasonable information requested by the Board. Approval is further

subject to the new Owner executing and accepting the DECLARATION OF RESTRICTIONS, BY-LAWS AND RULES AND REGULATIONS FOR SKYE LOCH VILLAS.

ARTICLE IV STREETS AND PARKING

4.1. Only properly licensed and legally registered vehicles may be brought onto or remain on Skye Loch Villas premises.

4.1a. Each Villa Address may be entitled to park one (1) vehicle. Occupants who own one (1) vehicle shall be issued one (1) Numbered Parking Sticker that is to be displayed in the lower right hand side of the vehicle's windshield. The vehicle must be parked in their carport, garage or assigned parking space.

4.2. Each Villa Address may be entitled to park a second vehicle in Skye Loch Villas, dependant on available space. If an Occupant of that Villa address should own a second (2nd) vehicle, they shall be issued a second Numbered Parking sticker that is to be displayed in the right hand side of the vehicle's windshield. This vehicle must also be parked in the owner's driveway, perpendicular to the house and not across the driveway or parallel to the Villa and road, and not obstructing the sidewalks. If this is physically impossible, the vehicle, with the approval of the Board and dependent upon available space in those areas, must be parked in one of the green areas adjacent to the north and south dumpsters and on Skyloch Drive East.

4.2a. Each villa address is not entitled to park a third vehicle in Skye Loch Villas. If an Occupant of that Villa Address should own a third (3rd) or more vehicle(s), they will not be issued a Parking Sticker and will not be permitted to park anywhere on Skye Loch Premises.

4.3. No Occupant shall park his/her car(s) or vehicle(s) in any of the designated visitors parking areas unless they have a guest or visitor using their carport or driveway.

4.3a. If a guest stays longer than overnight with a vehicle, they must get a guest Parking Pass from a Board Member, dated for no longer than twenty-one (21) days. If the guest is still here after 21 days they must be interviewed (see Article II, 2.4) and if found eligible a new Parking Parking Pass may be issued.

4.4. One parking space behind the Clubhouse shall be left open for those who are working in the Clubhouse kitchen or using the laundry area. The remaining two spaces are designated visitor parking. The parking area North (front) of the Clubhouse shall be left open for Clubhouse use only, not resident parking. The parking area west of the Maintenance Garage shall be left open for access to the garage and Maintenance Personnel's vehicle(s) and those using the laundry area.

4.5. A 15 MPH speed limit shall be maintained throughout Skye Loch Villas. Owners are responsible for any person(s) staying or visiting in their Villa and will be totally answerable for violation of the speed limit by any such person.

4.6. No repairs or washing of cars or vehicles is permitted on any lot, street or common ground. A wash area is provided by the North-end dumpster for washing of cars only. When using the wash area, cars will not park on the drive at any time. Occupants washing their cars must bring

their own hose connection to use and remove it when finished. No connection should be left in the area. Water must also be turned off securely.

4.7. Motor homes, trailers of any type, campers, boats, trucks, tents, shacks, or any temporary building or other appurtenances of any design whatsoever, except for family vans (windows and rear seats), half-ton pick up trucks and sport utility vehicles, are prohibited to be housed, parked or inhabited in Skye Loch Villas. Parking in front of any villa to load or unload for a maximum of One (1) hour is permitted. A written request may be submitted to the Secretary and with prior approval by the Board, owners of motor homes or house trailers may be permitted to park on the green area by the North dumpster (not to exceed 21 days see Article II, 2.4). The Board shall define said vehicles and appurtenances and set time limits for parking.

4.8. No vehicles except commercial vehicles on business shall park on the streets or roads of Skye Loch Villas.

4.9. No commercial vehicle, private or commercial, shall be parked anywhere in Skye Loch Villas overnight without prior Board approval and will be parked on the green area.

4.10. Care must be taken to avoid causing a traffic problem, blocking a neighbor's driveway or access by emergency vehicles.

4.11. Any violation of Section IV shall subject the vehicle to towing at owner's expense.

ARTICLE V RECREATION AREA

5.1. Beach jackets or robes and sandals or other footwear must be worn to and from the pool. All men must wear shirts in recreation or common areas at all times except swimming pool area.

5.2. No one should swim alone. If you chose to do so it is at your own risk.

5.3. The Pool hours are Dawn to Dusk.

5.4. An adult supervisor shall always be present when any child (under age 17) is in pool or within pool walled area.

5.5. Everyone must abide by all posted Rules in the recreation areas at all times.

5.6. No alcoholic beverages or glass containers are permitted in the pool area.

5.7. When pool has full allowable occupancy, owners have priority over guests. Overnight guests and other guests accompanied by the resident host may use the Skye Loch pool. Other persons shall not be given access to the pool or recreation area.

ARTICLE VI MISCELLANEOUS

6.1. When hiring any contractor, the Owner shall advise the contractor that they shall not use the Skye Loch Villas dumpsters for their rubbish and trash. If said contractor does use our dumpsters, the Villa Owner will be responsible for the cost of disposing of the rubbish and trash.

6.2. RESIDENTS ARE ENCOURAGED TO RECYCLE ALL RECYCABLES AT THE CITY RECYCLE CENTERS ON LAKEHAVEN OFF VIRGINIA

6.3. No item (s) larger than a five gallon can shall be put in the dumpsters at any one time.

6.4. All larger rubbish item(s) shall be put on the ground by the side of the North dumpster on Skyloch West. The Person or Owner shall inform the Management Agent to make

arrangement for a special rubbish pickup.

6.5. All trash must be bagged in plastic, tied and placed in the back end of the dumpsters.

6.6. No peddling, soliciting or commercial enterprises of any kind shall be allowed from any Villa or Skye Loch Villas area.

6.7. No feeding of animals, birds, fish or turtles is allowed at any time.

6.8. The abuse of water usage outside the home by an Owner or Occupant of a Villa at any time will not be tolerated. Watering within Skye Loch Villas shall be limited to one hour morning and one hour night on your designated watering day. Any violation of this rule will subject the owner to a fine by the Homeowners Association of (\$100) per incident.

6.9. The Association or any contracted Management Companies Agent at the request of the Board reserves the right of access into all Villas at all times for purpose of inspection and utility maintenance. Excessive wasted water by leaking faucets or toilets will result in higher monthly maintenance fees for everyone.

ARTICLE VII SANCTIONS FOR VIOLATIONS

7.1. See ARTICLE X OF THE BY-LAWS FOR FINING PROCEDURES IN SKYLOCH VILLAS.

The sanctions to be imposed by the Board through any contracted Management Company (hereinafter referred to as Agent) for any violation of the Declaration, By-Laws, Rules (including swimming pool, Shuffle Court, Billiard Room, Clubhouse) and any other adopted rules and regulations shall include:

A. Levying fines per Article X of the By-Laws and allowed by Law.

B. No fine shall exceed One hundred dollars (\$100.00) per violation.

(See Article X) In case of continuing violation, each day of the violation shall be deemed to constitute a separate violation. Total fines shall not exceed One Thousand (\$1,000.00) per violation.

C. Suspension of voting rights.

D. Suspension of the rights to use certain common elements facilities, including but not limited to the swimming pool, billiard room and Clubhouse.

E. Institution of legal proceedings to compel compliance or to obtain cost of damages and attorney's fees.

F. Any other sanctions provided by law.

G. Imposition of one or more of the above items as the Board deems necessary.

7.2. Any MAINTENANCE FEES not paid within (10) days after the first of each month shall be charged (\$10.00) per month. See Article VII Section 8 of the Declarations.

7.3. No Rules, Regulations, Restrictions, By-Laws or Declaration shall be deemed to have been modified, abrogated or waived by reason of failures to enforce the same. In the event any provision(s) of any such Rules, Regulations, Restrictions, By-Laws or Declaration shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provision (s) of such Rules, Regulations, Restrictions, By-laws or Declaration.

7.4. Enforcement shall be by appropriate legal proceedings against any person(s) violating or

attempting to violate any of these Rules, either to restrain the violation or recover damages. Failure to enforce any of the Rules herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior to or subsequent thereto.

7.5. Unless otherwise stated, the above sanctions shall be imposed by the Board on all violations of the Declarations, By-Laws and Rules.

The Terms of the Declaration of Restrictions for Skye Loch Villas shall be superior and govern over any conflicting provision thereof.

It is understood and agreed that these Rules are a part of the Governing Documents of Skye Loch Villas Owners Association, Inc. and as such, they shall be binding upon and shall inure to the benefit of each Villa Owner, Member, Renter or Lease Holder, their heirs, executors, administrators, successors and assignees. It is further understood and agreed that except as otherwise provided herein, these Rules may be amended and added to by the Board and each Owner, Member, Renter or Lease Holder shall comply with any subsequent Rules so promulgated. See Article IV, Section 2, of the Declaration.

THESE RULES AND REGULATIONS SUPERCEDE ALL PREVIOUS RULES AND REGULATIONS. THEY WILL BE IN EFFECT UPON APPROVAL BY THE BOARD OF DIRECTORS, WHEN FILED WITH THE COURT AND UPON PUBLICATION AND DISTRIBUTION TO THE MEMBERSHIP.

Approved by the Board of Directors on March 25, 2008.