

NOTTING HILL AT OAKMONTE CONDOMINIUM ASSOCIATION, INC.

Rules and Regulations

The Rules and Regulations (“Rules”) have been adopted by the Board of Directors (“Board”) for Notting Hill at Oakmonte Condominium Association, Inc. (“Association”) These Rules are intended to modify those certain Initial Rules and Regulation, and are intended to supplement and used in connection with the Declaration of Condominium for Notting Hill at Oakmonte (“Declaration”), Bylaws of the Association, Articles of Incorporation of the Association (“Articles”) and any other rules, regulations, policies, and procedures adopted by the Association’s Board, as they have or may be amended and supplemented from time to time (collectively referred to as the “Governing Documents”).

1. The sidewalk, entrances, passages, if applicable, vestibules, stairways, corridors, halls, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. Children shall not play or loiter in halls, stairways or other public areas.

2. Exterior Unit doors must not be blocked or otherwise left open.

3. The personal property of all Unit Owners shall be stored within their Condominium Units or assigned storage areas.

4. No garbage cans, supplies, or other articles shall be placed in the halls, on the balconies, on the patios, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, balconies or patios, or exposed on any part of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.

5. No Owner shall allow anything whatsoever to fall from the windows, balcony or doors of the premises; nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, ventilators, or elsewhere in the building or upon the grounds.

6. Refuse and bagged garbage shall be deposited only in the area provided therefore. In this regard, all refuse must be bagged in sealed garbage bags. All boxes and large items should be brought to the dumpster. Items to be recycled are to be placed in the recycling bins. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.

7. No wind chime shall be placed in balcony and/or patio areas.

8. The parking facilities shall be used in accordance with the regulations therefore adopted from time to time.

9. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used, where applicable, on any balcony or patio may be determined by the Board, and a Unit Owner shall not place or use any item, where applicable, upon any balcony or patio without the approval of the Board.

10. Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board.

11. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing after 11:00 pm. of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

12. No sign advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit or Condominium Property by any Unit Owner or occupant without written permission of the Association or as otherwise provided in the Declaration.

13. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage area, except such as are required for normal household use.

14. Payments of regular assessments are due on the first (1st) day of each month, and if such payments are late, they are subject to charges as provided in the Declaration of Condominium.

15. No bicycles, scooters, baby carriages, similar vehicles, toys or other personal articles shall be allowed to stand in any driveways, Common Elements or Limited Common Elements.

16. The Condominium Unit shall be used solely for purposes consistent with applicable zoning laws. No trade, business, profession or other type of commercial activity may be conducted in or from any Condominium Unit.

17. A Unit Owner shall not permit or suffer anything to be done or kept in his Condominium Unit which will increase the insurance rates on his Unit, the Common Elements or any portion of the Condominium or which will obstruct or interfere with the rights of other Unit Owners of the Association.

18. No solicitors are to be permitted on the Condominium Property at any time except by individual appointment with residents.

19. Unit Owners are responsible for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the Condominium Property because of such Unit Owner.

20. Assigned parking is in the numbered space assigned to a unit (if applicable). PLEASE DO NOT PARK IN SOMEONE ELSE'S PARKING SPACE. Under no circumstances can you park in another owner's space without written permission from the management or the owner. Parking spaces may be used for parking automobiles that are in operating condition and for no other purposes. Owners must vacate their space when the unit is rented. You must provide parking for your guest or renter. Otherwise, the renter must park outside in the undesignated space. Trucks, commercial vehicles, campers, recreational vehicles, boats, trailers or any vehicle not susceptible to registration by the State of Florida as an "automobile" may not be parked in parking spaces and may not be kept on the common property. This pertains to scooters, motorcycles and mopeds. Driving and parking violations are subject to a fine. Commercial vehicles of any type are not permitted to park overnight in any parking area or on premises. A fee of \$100.00 will be charged per violation for any parking violation. This charge will be billed directly to the unit owner. If the vehicle is not moved within five days after violation, it will be towed.

21. Pets shall be kept on a leash at all times. Owners are required to pick up after their pets immediately and dispose of the matter. If a pet should constitute a nuisance in the opinion of the Board, the owner will be required to remove the pet from the premises.

22. The use of gas-fired or charcoal-fired cooking grills is prohibited. There is no cooking allowed of any type on balconies or on patio area.

23. Bicycle riding, skateboarding or rollerblading is prohibited in common areas.

24. 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.

25. The Board reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

26. Each Unit Owner, as well as his family, guests and invitees, shall observe all Rules and Regulations.

27. The Association may enforce these Rules and Regulations through any right or remedy available to it in law or equity and shall not be construed to waive or prejudice any such rights. All such rights and remedies are cumulative.

These Rules and Regulations were adopted by the Board of Directors on the _1st_ day of December, 2021 and is effective upon adoption.