

**WILDERNESS CONDOMINIUM ASSOCIATION
RULES & REGULATIONS**

(As Amended Effective October 24, 2018)

Wilderness Condominium Association, Inc. (“the Condominium Association”) was organized to consolidate the management and operations of the eleven (11) separate condominiums which make up the Wilderness community. The Declarations of Condominium which created each of these eleven (11) condominiums contain identical provisions dealing with General Restrictions (Article VI), Sale, Lease and Other Conveyances (Article VII) and Maintenance and Repairs (Article VIII). The Condominium Association is charged with enforcing the provisions contained in the eleven (11) Declarations of Condominium.

A Composite Copy of the Declarations of Condominium of the eleven (11) condominiums (“Composite Copy of the Declarations”) has been prepared to include in one document the contents of the eleven (11) Declarations of Condominium. Copies of this Composite Copy of the Declarations are available to each Owner at the Club office and on the Association’s website.

The following Rules and Regulations have been adopted by the Board of Directors of the Wilderness Condominium Association and supersede all other Rules and Regulations heretofore adopted. Each Owner is subject to the Articles of Incorporation and the Bylaws of the Wilderness Condominium Association as well as to the provisions of the Composite Copy of the Declarations. Each Owner is also responsible for the compliance by each Guest and each Lessee of such Owner with these Rules and Regulations, Bylaws, Articles of Incorporation and the Composite Copy of the Declarations. Notwithstanding any term or provision in these Rules and Regulations, in the event of any conflict or uncertainty with respect to any term or provision of the Association’s Articles of Incorporation, Bylaws or Composite Copy of the Declarations, the terms and provisions of such Articles, Bylaws and Declarations will supersede, prevail and take precedence over these Rules and Regulations.

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SECTION 1 - DEFINITIONS

For purposes of these Rules and Regulations, the following definitions shall apply:

- 1.1 “Owner”: A person or entity owning a condominium unit in any of the eleven (11) condominiums which have delegated to the Condominium Association authority to maintain, operate and manage all property owned by such condominium.
- 1.2 “Member”: An Owner.
- 1.3 “Significant Other”: A person so designated pursuant to Section 2.7 of the Wilderness Country Club, Inc.’s Bylaws.
- 1.4 “Lessee”: A person leasing or renting a condominium unit from an Owner, in accordance with the provisions in Article VII of the Composite Copy of the Declarations.
- 1.5 “Guest”: A person who is invited by an Owner or Lessee either to use his or her condominium unit without payment of rent, or to use any of the Common Elements of the Condominium Association.
- 1.6 “Resident Guest”: Any person occupying a Condominium Unit as a Guest of the Owner.
- 1.7 “Motor Vehicle”: Any vehicle powered by electricity, gasoline or diesel fuel used to transport people or tangible personal property, except that the term shall not include golf carts.
- 1.8 “Board of Directors”: The duly elected Board of Directors of the Condominium Association.

SECTION 2 -
GENERAL OBLIGATIONS OF OWNERS AND LESSEES

- 2.1 NUISANCES
No activity shall be permitted in any condominium unit which creates or causes a nuisance to any person occupying any other condominium unit. See Article VI, Section 6, of the Composite Copy of the Declarations for a more extensive discussion of “nuisance.”
- 2.2 NOISE
No Owner or Lessee shall permit any noise in his or her condominium unit which shall disturb, annoy, or interfere with the peaceful enjoyment of any other person occupying any other condominium unit. Without limiting the generality of the foregoing, no Owner or Lessee shall permit to be played in his or her condominium unit any musical instruments or operate any stereo, television or radio equipment which shall disturb or annoy any person occupying any other condominium unit.
- 2.3 ILLEGAL ACTIVITY
No Owner or Lessee shall permit in his or her condominium unit any activity or conduct which is in violation of any applicable law.

2.4 FIREWORKS

Fireworks and projectiles used as noise-makers or to illuminate the sky or nearby areas may not be stored, lighted, exploded or launched in or from any Condominium Unit, the Common Elements, or Limited Common Elements.

2.5 BUSINESS ACTIVITY

No condominium unit shall be used at any time for any business activity or commercial enterprise or for the promotion or sale of any property. The Board of Directors shall determine, upon the request of any Member, whether a particular use falls within this prohibition. Notwithstanding this prohibition, Owners may solicit the sale or lease of his or her unit in accordance with rules established from time to time by the Board of Directors.

2.6 PRIVACY

To respect the privacy of those living in ground floor units, Owners, Lessees and Guests are requested to avoid walking in close proximity of the patio-side of all units. See Section 7.2 regarding areas for fishing.

2.7 USE OF CONDOMINIUM UNITS

A unit shall only be used as a single-family residence and shall be used for overnight lodging for no more than six (6) persons in two bedroom units (without den) and no more than eight (8) persons in a three bedroom unit (or two bedroom and den). (See Composite Copy of the Declarations, Article VI, Section 7.)

2.8 SALE OR TRANSFER OR LEASE OF CONDOMINIUM UNITS

Condominium units may only be sold, transferred or leased in accordance with the provisions in Article VII of the Composite Copy of the Declarations.

2.9 OUTDOOR FURNITURE AND ACCESSORIES

It is the unit owner's responsibility to place Outdoor Furniture and Accessories indoors no less than 72 hours prior to predicted landfall of any named storm. A minimum charge of \$500 will be assessed if the Association's personnel is required to remove anything from a unit owner's patio prior to a named storm.

SECTION 3 - ALTERATIONS AND CHANGES TO UNITS

3.1 EXTERIOR ALTERATIONS

The owner of a Unit shall neither cause nor permit any addition, improvement or alteration to any portion of his or her Unit which is visible from the exterior or that changes the outside appearance of any portion of the Unit, including, without limitation, the installation of awnings, storm shutters or tinted glass without first obtaining the written consent of the Condominium Manager and further subject to the approval of the Board of Directors. Written consent may be withheld, including but not limited to, if the proposed alteration or change would impair the safety or structural integrity of any Unit, affect or change the architectural design or character of any Unit or would be inconsistent with the general architecture of the Wilderness Condominium Association.

The Condominium Manager and the Board of Directors may separately impose such terms, conditions, specifications and work periods as they determine in their sole discretion. Any written consent shall be subject to compliance at all times with Applicable Law and to any and all requirements of the Declarations of Condominium, Bylaws, and Rules and Regulations of the Wilderness Condominium Association. Such permitted exterior alterations shall be maintained and repaired at the sole cost and expense of the Unit Owner and must be promptly completed upon the written request of the Condominium Manager. Upon default or failure of the Unit Owner to promptly comply with any term, condition, specification, repair or maintenance, the Wilderness Condominium Association shall be entitled (in addition to any other remedy to which it may be entitled in law or equity) to seek injunctive relief, including specific performance, at the sole cost and expense of the defaulting Unit Owner, to correct any failure to comply or default and the Unit Owner is required to comply with these Rules and Regulations and will not raise any defense, including the defense that there is an adequate remedy at law.

A permitted exterior alteration cannot be removed or further altered without the prior written consent of the Condominium Manager and the written approval of the Board of Directors.

Upon completion of any permitted exterior alteration in accordance with all terms and conditions of the written consent of the Condominium Manager and Board of Directors, the Condominium Manager shall issue a certificate of compliance in two originals, one delivered to the Unit Owner and one filed in the Association's records. Any exterior alteration done without written consent or without satisfaction of the Terms and Conditions of such written consent must be removed by and at the sole expense of the Unit Owner and the exterior repaired by and at the sole cost and expense of the Unit Owner who directly or indirectly permitted such alteration. A Unit Owner who authorizes, directly or indirectly any exterior addition, improvement or alteration, either in the absence of a written consent or in noncompliance with the terms and conditions of such written consent, shall hold harmless and shall indemnify the Wilderness Condominium Associations, Inc., to the fullest extent permitted by law, including attorney's fees and costs from any and all resulting claim(s) and action(s).

3.2 INTERIOR ALTERATIONS

Owners shall make no alterations or changes to the interior portion of a Unit without first obtaining the written consent of the Condominium Manager. The term "alterations or changes" includes all changes to the interior of a Unit including, but not limited to, any activity which requires a building permit, electrical permit, plumbing permit or similar authorization from any appropriate governmental agency. Wallpapering and painting and the replacement of cabinets, appliances and fixtures with substantially equivalent installations in the same location, shall not require the consent of the Condominium Manager if the removal and replacement can be done without causing annoyance to other Unit Owners.

Any installation of hard surface flooring (e.g., tile, stone, hardwood and marble) in any Unit shall be installed in accordance with industry-wide standards and policies approved by the Condominium Manager from time-to-time. Such installation of hard surface flooring shall include, in all cases, the use of a sound deadening underlayment (currently but subject to change - Proflex RCU 250 for all hard flooring material and Proflex RCU 100 for vinyl and linoleum flooring materials). Such hard surface flooring shall not contact any side-

walls in a Unit.

3.3 DESCRIPTION OF ALTERATION OF CHANGE

Owners shall submit to the Condominium Manager a written description of the proposed alteration or change which requires approval by the Condominium Manager together with appropriate plans, drawings and specifications. The Condominium Manager may require that plans and drawings be approved by an architect or engineer licensed by the state of Florida.

3.4 ENGINEERING STUDY

The Condominium Manager may, before any decision is made, require the Owner to pay the estimated reasonable cost and expense of any engineering study which the Condominium Manager may deem necessary to determine if the proposed alteration or change will impair the safety or structural integrity of any Unit.

3.5 MAJOR RENOVATION

Major renovations, as determined from time to time by the Condominium Manager, ("Major Renovation") shall include, but shall not be limited to, any project which:

- a. Uses power equipment such as jackhammers, drills, power saws, and the like, which create substantial noise or vibrations;
- b. Renders the Unit uninhabitable during the performance of the work; or
- c. Requires the use of scaffolding, booms, or other types of exterior access.

If during the approval process, the Condominium Manager determines that a proposed alteration or change is a Major Renovation, he or she shall notify in writing all Unit Owners in the building where the proposed Major Renovation is to be made, of the scope of the alteration and the timeframe for its completion.

3.6 QUALIFIED WORKMEN

No contractor, installer, builder, electrician or plumber ("Workmen") shall perform any work on a Unit until the Workmen have registered with the Condominium Manager and have filed with the Condominium Manager proof that the Workmen are licensed to work in Collier County and are insured. No Workman shall enter Wilderness without first notifying the Condominium Manager of the planned date/time of arrival and expected date of completion. The provisions of this Section 3.6 shall apply to all "Workmen" doing any work at all in the Wilderness.

3.7 PROPER ATTIRE

Proper attire must be worn at all times. This includes shirts, pants and shoes. Any attire deemed unfit at the discretion of the Wilderness management will result in disciplinary action against the individual or company.

3.8 RADIOS

Radios (includes all types of speakers and listening devices) are only permitted within the unit. They must be played at a volume not to disturb other residents or members. Violations may result in elimination of radio privileges.

3.9 PETS

Contractors, subcontractors or purveyors are not permitted to have pets on property.

3.10 VEHICLES

Vehicles are to be parked in marked spaces and must not impede traffic or pedestrian flow. Any damage to Wilderness property will be the responsibility of the company causing the damage. This includes, but is not limited to, foliage, wildlife, paved areas and buildings. No vehicle is to be left overnight on the property without written authorization from Wilderness management.

No vans or trucks in excess of 30 feet (total length) will be allowed to enter the property.

3.11 MISCELLANEOUS EQUIPMENT

Use of Port-a-Potties, dumpsters and mid-size to large miscellaneous equipment requires written consent by the Condominium Manager before being placed on property. No dumpsters are permitted on Wilderness property during season (October 1 – April 30). After written permission is obtained, plywood or other material is to be placed beneath the dumpster to prevent damage to asphalt.

3.12 CLEANLINESS

While performing services within the unit, cleanliness and common sense should dictate actions. Use tarps on carpets, tile and countertops where work is being performed. Leave work area clean daily. Check walkways, railings, elevators and general area daily for debris and dust caused while performing services. (Cover walls, floors, and carpets).

3.13 DRAINS

Toilets, sinks, tubs and shower drains are not to be used for the disposal of leftover materials of any kind. This includes: grout, concrete, paint, paint thinner or cleaners.

3.14 OUTSIDE WORK

No materials or work should be left or performed outside of the unit without written consent from the Condominium Manager.

3.15 CUTTING

Cutting of tile or material is permissible on balcony areas (not on walkways). Plastic sheeting must be utilized to prevent dust and materials from blowing to other areas.

3.16 TRASH

Trash rooms are for member trash and recyclables only. No construction material of any nature is to be placed in the trash rooms by contractors, subcontractors, members or lessees.

3.17 CARPORTS

Carport parking spaces are not for storage of unit contents, building materials, cart garage contents, or any other use except parking of member's vehicles. Written permission for storage of cart garage contents in parking spaces during floor staining or other work within the cart garage or unit must be obtained from Condominium Manager prior to commencement of work.

3.18 PASSES

Temporary or daily entry passes must be placed in the driver side front windshield area where visible from outside the vehicle. Condominium Manager reserves the right to have any vehicle in violation towed at the owner's expense.

3.19 HOURS OF ACCESS

Contractor/subcontractor hours of access and departure:

- a. Season (October 1 through April 30), contractor hours will be 9 a.m. to 5 p.m., Monday through Thursday. This includes end-of-day cleanup time. There will be no activity on Fridays, Saturdays, Sundays and holidays.
- b. Out-of-Season (May 01 through September 30), contractor hours will be 9 a.m. to 5 p.m., Monday through Friday. This includes end-of-day cleanup time. There will be no activity on Saturdays, Sundays and holidays.

3.20 MAJOR DEMOLITION

It is recommended, but not mandatory, that major demolition should start and be completed Out-of-Season (May 01 – September 30). Common sense and consideration for our neighbors is encouraged.

3.21 VIOLATIONS

Violations causing damage will result in financial charges against the company and/or unit owner. Condominium Manager reserves the right to prohibit access or remove from the property any contractor/subcontractor in violation of rules or regulations as set forth in Wilderness Condominium Association documents and/or management decisions.

3.22 KEYS

Condominium keys are not to be left at the guardhouse by unit owners for contractor pick-up. The unit owner must provide keys or access to the unit. The accounting office keys are for Wilderness personnel use only.

3.23 PLANTING

Owners and Lessees may not plant, move, remove or relocate any outside plants, trees, shrubs or flowers without approval from the Condominium Manager.

3.24 WINDOWS, DOORWAYS AND BALCONIES

Nothing shall be hung from the windows, windowsills, exterior walls, doorways or balconies of any condominium unit. No linens, cloths, clothing, rugs or mops may be shaken or hung from any window, doorway or balcony. No signs or exterior aerials or antennas shall be erected or displayed except as permitted by Article VI, Sections 1 and 3, of the Composite Copy of the Declarations.

3.25 OUTSIDE HALLS, VESTIBULES, ETC.

Owners and Lessees may not use the outside halls, vestibules and stairways for any storage purposes. All trash, not including recyclables, must be deposited in sealed trash bags in the trash closets, and no trash may be burned or buried on the property owned or leased by the Condominium Association or the Club. Recyclables shall be deposited in designated containers.

SECTION 4 - MOTOR VEHICLES, TRAILERS, ETC.

4.1 **MOBILE HOMES**

Mobile homes, house trailers and unlicensed motor vehicles are not permitted within the property owned or leased by the Condominium Association or the Club.

4.2 **PARKING**

Except for service vehicles, motor vehicles, trailers and boats shall not be parked on any road within the Condominium Association and must be parked in an area specifically designated for such vehicles by the Condominium Manager. No overnight parking is permitted outside of an enclosed garage for any motor vehicle, trailer or boat except for passenger vehicles, motorcycles and mopeds.

4.3 **USE OF ROADWAYS**

Motor vehicles shall be operated only on the roadways of the Condominium Association and shall not be operated on cart paths of the golf course.

4.4 **CHILDREN**

Persons under the age of 16 years old are not permitted to operate vehicles, including golf carts, on any of the roadways of the Condominium Association.

SECTION 5 - PETS, OTHER ANIMALS AND REPTILES

5.1 **PROHIBITION AGAINST PETS AND OTHER ANIMALS; ADMINISTRATION AND ENFORCEMENT**

Owners shall not permit any dog, cat, bird or fish (collectively "Pets") or Other Animals to be kept in their condominium units or on property owned or leased by the Condominium Association or the Club, except as otherwise permitted by this Section 5. The Club Board will administer and enforce this Section 5 with respect to the golf course, golf practice areas, tennis facilities, clubhouse and any other property or amenity owned, leased or operated by the Club (see Article 5, Section 5.4 of the Club's Rules and Regulations). Consistent with the terms and intent of Article VI, Section 5, of the Declarations of Condominium I-XI, the Association Board will administer and enforce this Section 5 with respect to the condominium units, pools, common areas and any other property or amenity not administered by the Club.

5.2 **PROHIBITION AGAINST REPTILES AND OTHER ANIMALS**

Reptiles of any type are prohibited. The Club Board and the Association Board reserve the right to deny a Pet Permit for any Other Animal and to take remedial action with respect to any Other Animal based on such considerations as it deems appropriate and consistent with the intent of this Section 5 to maintain a safe, sanitary, supervised and peaceful community.

5.3 **BOARD PERMIT**

The Association Board may in its discretion permit an owner to keep one (1) dog or one (1) cat and birds, fish or Other Animals in his or her condominium unit only if the

Association Board determines that the dog, cat, birds, fish or Other Animals are domesticated, common household Pets, and are not likely to be a nuisance or threatening to the residents, other persons or Pets or Other Animals in the community, consistent with the intent of this Section 5.

Dogs shall not be of breeds commonly used for guard or attack purposes. The list of prohibited breeds includes, but is not limited to, Alaskan Malamutes, Caucasian Ovcharka, Doberman Pinschers, German Shepherds, Huskies, Pitbulls and Rottweilers. The Association Board reserves the right to deny the Pet Permit Request for breeds not included on the previously mentioned list.

5.4 OWNER'S REQUEST FOR PERMIT

Prior to housing any Pet or Other Animal on Association property, the Owner must complete, sign, and file with the Administrative Office a Request for Pet Permit statement that the Owner has read and understands the provisions of this Section 5 and Article 5, Section 5.4 of the Club's Rules and Regulations, and agrees to abide by their provisions and by all subsequent amendments made by the Association Board or Club Board.

5.5 OWNER RESPONSIBLE FOR GUESTS AND THEIR PETS AND OTHER ANIMALS

An Owner is responsible for any Pets and Other Animals brought on Club or Association property by his or her guests and such Pets and Other Animals shall shall be subject to the terms of this Section 5.

5.6 LIMITED NUMBER OF PETS AND OTHER ANIMALS

Owners shall in no event keep more than one (1) dog or one (1) cat in their condominium unit at any one time. Fish may be kept in any number if confined to a properly maintained table-size aquarium. Birds may be kept in any number which does not create a nuisance and is otherwise consistent with the provisions of this Section 5. Any Other Animal may be kept in any unit only if approved pursuant to Section 5.2

5.7 LESSEES

Lessees may not keep any Pets or Other Animals in their leased condominium unit unless such Lessee obtains the express written consent of the Owner of such condominium unit, a copy of which must be provided to the Administrative Office. The Lessee must complete, sign, and file with the Administrative Office a Request for Pet Permit statement that the Lessee has read and understands the provisions of this Section 5 and Article 5, Section 5.4 of the Club's Rules and Regulations, and agrees to abide by their provisions and by all subsequent amendments made by the Association Board or Club Board.

5.8 CONTROL OVER DOGS AND CATS

Outside the condominium unit, dogs and cats must be leashed or properly supervised consistent with this Section 5, and shall be exercised only in uncultivated areas away from living areas and the Club facilities. Dogs and cats are prohibited in the swimming pools (including pool patios), clubhouse, tennis courts, golf practice areas and on the golf course during hours of play. Dogs and cats must be leashed at all times on the golf course. Dogs

and cats are prohibited from the area surrounding the tennis courts unless leashed or properly supervised consistent with the intent of this Section 5.

Owners are responsible for collecting and properly disposing of all leavings and droppings from their dog or cat.

5.9 TRAINING OF DOGS, CATS, BIRDS AND OTHER ANIMALS

Pets and Other Animals permitted to be in the Owner's or Lessee's condominium unit shall be trained so that no person is disturbed or threatened:

- i. By frequent unsupervised barking, cat calls, screeching or other disturbances;
- ii. By uncollected or improperly disposed of droppings; or
- iii. By any attack on or other aggressive behavior towards another's Pets, Other Animals or persons.

5.10 COMPLAINTS

If a complaint is made in writing to either the Association Board or Club Board of a violation of any of the provisions of this Section 5 or Article 5, Section 5.4 of the Club's Rules and Regulations, the appropriate Board shall investigate and review such complaints. Depending on the severity of the violation, such Board may issue such warnings, conditions, or penalties as it shall deem appropriate including a requirement that the animal or pet be removed from Wilderness. At the discretion of such Board, it may from time to time publish a listing of violators, their violations and the status of their remediation.

5.11 NO COMMERCIAL USE

Owners shall not permit any Pets or Other Animals to be used for commercial purposes, including breeding.

SECTION 6 - REGISTRATION OF GUESTS, ETC.

6.1 CLUB DECAL

Owners must have Wilderness Country Club decal on their motor vehicle or a current Club membership card. Club decals are available at the Administration Office.

6.2 GUESTS, ETC., OF OWNER OR LESSEE

Each Owner and Lessee must notify the Guard House of the Wilderness Condominium ("Guard House") of the name and arrival time of each Guest, domestic help, delivery truck or trades person. No trades' person will be admitted on Sundays, except for an emergency. All business and commercial vehicles will be logged in and out at the Guard House and may not remain on the Condominium Association grounds overnight except as authorized by the Chief Operating Officer or Condominium Manager.

6.3 RESIDENT GUESTS

Each Owner and each Lessee must register Resident Guests with the Club office in advance of arrival and a visitor pass will be issued for such Guests. The visitor pass must be returned to the Club office or Guard House when the Guest(s) depart.

6.4 NON-RESIDENT GUESTS

Each Owner and Lessee must notify the Guard House of the name and arrival time of each guest who is not a Resident Guest; otherwise, a visitor pass will not be issued.

6.5 DOMESTIC HELP

Owners and Lessees may receive a visitor's pass for domestic help if the name, telephone number and work schedule is given to the Club office. Domestic help may not use any of the common areas of the Condominium Association except parking areas and except that companions, nurses and babysitters may accompany their charges to pool areas and other common areas.

6.6 LESSEES

Lessees shall have the same privileges as Owners to invite Guests to visit the leased unit and the Common Elements which relate to that unit, subject, however to the obligation to notify the Guard House or register the Guest as provided in this Section 6. The Club office will issue a visitor's pass to each Lessee, which must be returned to the Club office or Guard House upon expiration of the lease term.

6.7 GUEST OF ABSENTEE OWNER

A condominium unit shall not be occupied by any person, except the spouse, Significant Other or Lessee of the Owner, if the Owner is not also occupying the unit. The Board of Directors may in its discretion upon prior request by the Owner authorize occupancy for not more than fourteen (14) days and may renew such authorization for additional periods not exceeding fourteen (14) days each.

When the Guest of an Absentee Owner has received permission from the Board of Directors for a stay beyond twenty-eight days of one calendar month or more, if the Guest wishes to continue to use the Clubhouse and play golf, such Guest must choose one of the two Lessee Membership options available from the Administrative Office.

SECTION 7 - USE OF PONDS

7.1 GENERAL

Boating, wading, swimming and the use of any remote controlled boats or other electronic equipment is prohibited in all ponds, streams and drainage ditches on the property of the Condominium Association.

7.2 FISHING

Fishing is permitted in the ponds located on the Club property, except:

- i. Fishing is not permitted from the golf course side of the ponds during golf playing hours (8:00 a.m. to sunset); and
- ii. Fishing is not permitted from areas which are in close proximity to the patio of ground floor units.

Persons fishing during golfing hours may not cross the golf course to reach a permitted fishing location. Children under the age of sixteen (16) may fish only when accompanied by an adult.

7.3 ALLIGATORS

Alligators are extremely dangerous and they frequent the Wilderness ponds and nearby areas. Owners, Lessees and Guests shall not take any action intended to frighten, disturb, challenge or feed alligators.

SECTION 8 - DRESS CODE

8.1 GENERAL

Bathing attire is not permitted in common areas at any time except in the swimming pools and pool patios and except if appropriately covered.

For dress codes for certain specific activities, see:

- i.) Golfing – Section 2.1.12 of Club Rules and Regulations
- ii.) Tennis – Section 3.1.3 of Club Rules and Regulations
- iii.) Clubhouse – Section 4.5.1 of Club Rules and Regulations
- iv.) Swimming Pools – Section 9.8 of Condo Rules and Regulations

SECTION 9 - SWIMMING POOLS

9.1 SHOWERS

Soap showers must be taken before entering any swimming pool. Persons using suntan oils must shower before each entry into a swimming pool.

9.2 CHILDREN

Children under 12 years of age may not enter any swimming pool or pool patio unless accompanied by an adult. Children who are not potty trained must wear swim diapers (plastic, sealed pants) into all swimming pools. Ordinary diapers are prohibited.

9.3 FLOATS AND TOYS

All floats and toys must be removed from the swimming pool and patio area by the owners each day or they will be confiscated.

9.4 FOOD AND DRINKS

All food and drinks are prohibited within 5 feet of any swimming pool. Glass cups and containers are prohibited in all pool patios, only plastic or metal glasses and containers may be used.

9.5 SAFETY EQUIPMENT

Safety equipment shall not be played with or otherwise used except in an emergency.

9.6 POOL FURNITURE

Pool furniture shall not be moved from pool patio areas at any time.

9.7 ANIMALS AND PETS

No animals or pets are allowed in the swimming pools or the pool patio areas.

9.8 DRESS CODE

No nude swimming or nude sunbathing is allowed at the swimming pools or pool patio areas. Thong-style bathing suits and extremely brief bathing attire are incompatible with the family environment of the Condominium Association and therefore are not permitted in the swimming pools or pool patio areas.

9.9 CELLULAR TELEPHONES

The use of cellular telephones is allowed in the pool and patio areas provide their use does not disturb the peaceful enjoyment of the area by others.

9.10 PRIVATE POOL PARTIES

Private pool parties may be held in the evenings on the pool patios. Owners or Lessees may reserve a pool patio by notifying the Club office of the date of the reservation. If no other requests for that date are on file at the Club office, the reservation will be confirmed and the Owner or Lessee must post a notice of the reservation on the bulletin board at the pool patio.

No reservation shall be before 5:00 PM and must terminate not later than 9:00 PM. Additional tables, chairs and ice may be secured from the Condominium Maintenance Department for such fees as may be established from time to time by the Board of Directors.

The Owner or Lessee making the reservation shall be responsible for cleaning the patio area after the party so that it is in the same condition as before the party.

9.11 GAS GRILLS

Gas grills located in swimming pool complexes at the Wilderness Condominium Association are provided for the use and convenience of Members, and Lessees, at their own risk.

Prior to such use, Members and Lessees must fully read and understand the warning signs and agree to strictly follow the manufacturer's ignition and operation instructions posted on or near each gas grill and hereby hold the Condominium Association harmless against all liability.

Guest(s) of a Member or Lessee are not permitted to use such gas grills nor are Children under the age of 15 who are not allowed to be near the gas grills during ignition or operation.

Gas grills must be cleaned after each use and all knobs properly turned off.

Members and Lessees agree to promptly report any malfunction of a gas grill to Management and, in the event of a malfunction, to immediately shut off the gas grill and cease further use. They further agree not to use such gas grills if a notice is posted prohibiting their use.

No other grill may be brought or used in any swimming pool complex of the Condominium Association without the prior written permission of the Condominium Manager.

Failure to fully comply with this section may expose the user to liability for any personal injury or property damage resulting from or arising out of such failure.

SECTION 10 -ANTI-NEPOTISM POLICY

10.1 ANTI-NEPOTISM

The Association's standards for employment decisions such as hiring, promoting, evaluating, awarding salary, disciplining and terminating employees are based upon an individual's qualifications for the position, ability, performance and other relevant factors. It is the Association's policy to avoid nepotism, the appearance of nepotism, and conflicts of interest in employment, and the Association reserves the right to take action in accordance with this policy when relationships between employees and members negatively affect the Association's mission and goals.

No "Immediate Family Member", "Relative" or "Significant Other" of a Member shall be employed by the Association, whether in a full-time or part-time capacity, or serve as an independent contractor.

Immediate Family Members, Relatives or the Significant Other of an employee may be employed by the Association only if they do not report directly to the Immediate Family Member, Relative or Significant Other, unless approved by the Board prior to being employed by the Association. Consistent with the Board's right to terminate the employment of any at-will employee, the Board may terminate the employment of any individual whose employment violates this policy, including but not limited to, any individual who is not a Member, Member's spouse or Significant Other or Immediate Family Member as of the effective date of this policy but who thereafter acquires such status.

For purposes of this policy, Immediate Family Member means (i) a spouse; (ii) child; and (iii) any other person residing in the same household as the Member or employee, who is a dependent of the Member or of the employee or of whom the Member or employee is a dependent. Relative is defined as an individual who is related to the Member or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-

brother, or half-sister and significant other means a person who possesses the legal potential to be the spouse of the Member as provided by the laws of the State of Florida, or any other person who is considered a "domestic partner" of the Member or employee or who otherwise has a personal, intimate, emotional and/or financial commitment to, or a relationship with, a Member or employee.

SECTION 11 – WATER DAMAGE AND LEAK PROCEDURES

11.1 **SCOPE**

The following Rule and Procedures are not intended to address insurance coverages or related responsibilities under Florida statutes or otherwise. They are intended only to establish procedures for addressing remediation of Condominium Association ("Association") units ("Units"). These procedures are intended to allow for timely attention to minimizing additional damage once the damage has been discovered. They necessarily in many instances involve early response from outside service providers. The costs of these services are in some instances the responsibility of the Association and in others of the Owner of the Unit. A schedule of service providers normally used by the Association when circumstances permit is available to Owners in the Association's administrative office. **The Association encourages all Owners to regularly review their Unit insurance coverages and alternatives with an experienced insurance broker or legal counsel.**

11.2 **FLORIDA STATUTES**

Florida State Statute 718.111(11) and related Florida statutes address the separate obligations and responsibilities of the Association and of Owners in the event of an insurable loss. A variety of relevant facts and circumstances have an effect on how these obligations and responsibilities are allocated between the Association and an Owner, including the existence of Owner negligence, the age and condition of long lived assets such as water heaters, heating and air conditioning equipment and plumbing fixtures, the nature of Unit remodeling by an Owner, the nature of the property damaged, the location of the damaged property, and various other criteria. **Again, the Association encourages all Owners to regularly review their Unit insurance coverages and alternatives with an experienced insurance broker or legal counsel.**

11.3 **RIGHT OF ENTRY INTO A UNIT IN EMERGENCY SITUATIONS**

Article XII, Right of Entry into Unit in Emergency, from the Association's Declarations of Condominium, is incorporated into this Section 11 and provides: "In case of any emergency originating in or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, any members of the Board or any other person authorized by it, 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, if required by the Association, shall deposit under control of the Association, a key to such Unit." In addition, Florida State Statute 718.111(5) also provides the Association with emergency entry rights which the Statute provides are "irrevocable." **Please note that the Association requires every Unit Owner to deposit a key to the Owner's Unit with the Association.**

11.4 DEFINITION OF LEAKS

For purposes of this Section 11, leaks are defined as water and related mold intrusion into a Unit caused by an insurable event or failure to the exterior of the buildings. This could include leaks from damage to the roof, normal wear and tear of the roof, blockage of drains or vent pipes on the roof, external doors and windows, faulty appliances, faulty water connections, plumbing failure and similar sources.

11.5 PROCESS FOR ADDRESSING LEAKS

After receiving notice of a leak, the Condominium Manager will as promptly as reasonably possible:

- i. Determine the cause of a leak and proceed to take all steps deemed necessary to remedy damage to the exterior of the building as quickly and cost efficiently as reasonably possible and regardless of Unit Owner caused delays in abating or remedying any damage inside the Unit.
- ii. Meet with experienced vendors to assist in assessing the damage to the affected Unit(s).
- iii. Contact the Unit Owner, or its representative as designated by the Owner to the Association in writing, to provide an initial assessment of the damage to the Unit and recommended procedures to abate or remedy the damage and, subject to Section 11.5v below, to also obtain their approval on how to proceed.
- iv. Regularly check the affected Unit during and after the initial abatement of the assessed damage, communicate with the Unit Owner or its designated representative, and proceed as directed by the Unit Owner or its representative regarding further abatement of the damage or assisting with completing the necessary interior repairs.
- v. Begin the abatement process inside the Unit in the event the Unit Owner or its representative is not immediately available to authorize such action, regardless of who ultimately is responsible for the cost of such services. The Association (as provided for in Section 11.3 above) has the authority to enter Units in emergency situations to remedy and abate the cause of such emergency. In all instances, water or related mold intrusion into a Unit as provided for in Section 11.4 above will be deemed to constitute an emergency. The Association and each Unit Owner will be deemed to concur that time is of the essence to control damage from water and related mold in a Unit.

Notwithstanding the above, any activity or involvement of the Condominium Manager is a courtesy to the Unit Owner and the Association assumes and will have no duty or obligation to inspect or monitor any Unit and assumes and will have no responsibility for the proper maintenance, repair, or replacement of property which is the responsibility of the Owner, including without limitation personal property in the Unit.

11.6 OWNER OBLIGATION OF CARE

Florida State Statute 718.111(11)(j)(1) provides that: “A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds if such damage is caused by the intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the association by a unit

owner, the members of his or her family, unit occupants, tenants, or invitees, without subrogation rights of the insurer.” As examples, and without limiting application of the Statute, the following will be deemed to be included:

- i. Failure to provide the Association with a key to the Owner’s Unit;
- ii. Failure to arrange for an Owner representative to regularly inspect the Owner’s Unit or failure to turn off all water valves during any period in which the Unit will be unoccupied for more than two weeks;
- iii. Failure to provide the Association in writing with the name and contact information for the Owner’s representative;
- iv. Failure to promptly notify the Association of any leak with respect to water heaters, toilets, showers, washing machines, air conditioning equipment or other water related items inside of the Unit;
- v. Failure to promptly notify the Association of any leak with respect to windows, ceilings, external doors and the like; and
- vi. Failure to regularly inspect, repair or replace, as applicable, any long-lived asset, particularly as it approaches the end of its useful life, including without limitation all heating and air conditioning equipment in or exterior to the Unit.

SECTION 12 - VIOLATION OF RULES AND REGULATIONS

12.1 GENERAL

Each Owner and Lessee shall be responsible for their actions and the actions of their Guests which violate any of the Condominium Association Rules and Regulations. Any person violating any of these Rules and Regulations, or who is responsible for such violation, will be liable to the Condominium Association for any damage or loss incurred by the Condominium Association as a result of such violation.

12.2 FINES

The Board of Directors may assess fines against Owners who violate these Rules and Regulations and those Owners who condone such violations by their Guests or Lessees as provided in Article 8.3 of the Bylaws of the Condominium Association.

12.3 HEALTH AND SAFETY VIOLATIONS

Violations of these Rules and Regulations, which are a hazard to public health or safety, may be corrected by the Condominium Association and the cost charged to the Owner as provided in Article 8.4 of the Bylaws of the Condominium Association.