LE JARDIN AT HAMMOCK DUNES, A CONDOMINIUM, RULES AND REGULATIONS

1 GENERAL RULES

- 1.1 Terms not otherwise defined in these Rules and Regulations shall have the meanings ascribed to such terms in the Declaration of Condominium for Le Jardin at Hammock Dunes, a Condominium.
- 1.2 PARKING. The parking garage is solely for the use of the owners and occupants of Units, and their respective family members, tenants, invitees and guests. Garage parking spaces are assigned. Commercial vehicles, commercial trucks, campers, motor homes, trailers, boats and boat trailers are prohibited in the exterior surface parking spaces. The only other parking space in the garage is the one assigned for the sole use of the property manager or maintenance engineer ("Management"). This space is reserved for Management at all times so that it is available in the case of an emergency callout. Vehicle maintenance is not permitted on the Condominium Property. All vehicles must be currently licensed, and no inoperable or unsightly vehicles may be kept on Condominium Property. Contractors may be permitted to park in the exterior parking spaces with prior Management approval.
 - **1.2.1** All overhead and pedestrian doors to or within the private garages should normally be kept closed and locked.
 - 1.2.2 Due to the extremely limited provisions of parking spaces at Le Jardin, parking for unit owners and their respective families, tenants, invitees, licensees and guests, are limited to the spaces within the parking garages assigned to the Unit with the following exceptions (subject to availability): (i) Guests and invitees who are not themselves Occupants, may park on the upper level for up 24 hours after their arrival and 24 hours before their departure. Unit Owners and their families, tenants, guests and invitees may use either of the two designated loading areas in the parking garage, which are indicated by signs, for a maximum of 20 minutes at a time.
 - **1.2.3** Parking a vehicle, whether occupied or not, in the fire lanes is strictly prohibited, except as permitted by Florida law, *i.e.*, "for the purpose of, and while actually engaged in loading or unloading of merchandise or passengers." Vehicles parked in Fire Lane may be towed, due to local Fire Ordinances.

- 1.2.4 Vehicles in the washing area outside the parking garage must be attended at all times by the owner or valet. As soon as the cleaning is done, the vehicle must be moved. Noncompliance by a valet will result in his or her being banned from Condominium Property. Construction vehicles must be signed in.
- 1.3 Recreational facilities will be used in such a manner as to respect the rights of others.

 The Board of Directors may regulate duration of use, hours of opening and closing and schedule their use.
- **1.4** Exterior speakers only may be used with the existing pre-wire on balconies. Users must follow noise ordinance and radio rules for Le Jardin.
- 1.5 No one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium or Association property visible from the exterior of the building or from Common Elements without the prior written consent of the Board of Directors. All curtains, shades, drapes and blinds shall be white or offwhite, grey or black in color or lined with material of these colors. The type and color of tile or other floor covering installed on balconies and terraces of Units must be approved by the Board of Directors. Owners shall submit to the Board at least three (3) samples of requested tile or other hard surface covering, which shall be earth tone in color.
- 1.6 All Common Elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board of Directors, and such areas shall at all times be kept free of obstruction. Unit Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members.
- 1.7 **PETS.** Unit owners may not keep in any Unit or bring upon the Common Elements any animals or pets other than dogs, cats, caged birds and aquarium fish which are usually and commonly kept as household pets, provided that any such pets are: (i) permitted to be kept by applicable laws and regulations; (ii) not left unattended on balconies or lanai terraces; (iii) not being kept or raised for commercial purposes; and (iv) quiet, inoffensive and not a nuisance to residents of other Units or of neighboring buildings. Further, pets shall be subject to the following conditions:
 - **1.7.1** Pets shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long.

- 1.7.2 No pets shall be permitted in the pool area, leashed or unleashed. Unless carried, pets are not permitted in the common areas that are carpeted, or in the lobby area or the wine room and sitting room areas.
- 1.7.3 Pets shall only be walked or taken elsewhere on those portions of the Common Elements and the Hammock Dunes common property designated by the applicable association or entity governing same from time to time for such purposes, if any.
- **1.7.4** Unit Owners shall immediately pick up all messes and solid wastes from their pet and dispose of same appropriately.
- 1.7.5 Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet, and the pet must be removed from the Condominium Property within seven (7) days.
- **1.7.6** The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.
- 1.7.7 The Association will limit the number of pets within a Unit. There will be a limit of two (2) dogs and two (2) cats per Unit. The maximum weight for any one dog is 60 pounds or a 100lb. combined weight if there are two dogs.
- **1.7.8** All pets are to be taken up and down in the service elevator. All animals must be kept on a leash at all times.
- 1.8 Disposition of garbage and trash shall be only by use of trash chutes, receptacles approved by the Association or by use of garbage disposal units. Take care following manufacturer's instructions especially in regard to running sufficient amounts of cold water during and following operation of the disposal. Owners and occupants of Units must: (i) place trash in the trash chutes securely bagged (which bags may not contain: bulky items or breakable glass objects); (ii) bundle newspapers; (iii) dispose of food and vegetable scraps in the individual residence garbage disposals; (iv) carry bulky items and breakable glass objects down to the trash room on the garage level; and (v) not leave or place garbage or trash in hallways or corridors.

- 1.9 All persons occupying Units other than the owners shall be registered with the Manager or other designate of the Association at or before the time of their occupancy of the residence. This includes Lessees and house guests and is especially important in the absence of the Unit Owner. A copy of these Rules and Regulations must be given to the tenants and their overnight guests, by the Unit Owner or the Unit Owner's agent.
- 1.10 Units may not be rented for periods of less than thirty (30) consecutive days or more than two (2) times a calendar year. No Unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a residence overnight than the number of bedrooms times two, plus four.
- 1.11 These Rules and Regulations may not be amended in a way that would be detrimental to the sales of residences by the Declarant so long as the Declarant holds Units for sale in the ordinary course of business.
- 1.12 The Association shall retain a pass key to the Units, and Units Owners shall not change, remove, or add locks to the entrance doors to their unit or private garage. Duplication of owners' keys to common element facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the Manager. Changing of locks must be done through the Association.

1.13 WATERFRONT AREAS AND NUISANCE.

- **1.13.1** Children under the age of 12 may not use the outdoor spa, fitness room, social room or theater, unless accompanied and supervised by an adult (over 21).
- 1.13.2 The jets of the indoor resistance pool shall not be turned on between the hours of 9:00 p.m. and 9:00 a.m. Loud and disturbing noises are prohibited. No person shall be permitted to run, play tag or act boisterously on the Condominium Property. Skateboarding and any other loud or potentially dangerous activities are prohibited on the Condominium property. All radios, televisions, compact disc layers, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others. No vocal or instrumental practice is permitted after 9:00 p.m. or before 8:00 a.m.
- 1.14 Use of barbecue grills on exterior areas of the Common Elements shall only be allowed in areas designated as safe and appropriate by The Fire Marshall. The use of such grills shall be subject to such applicable laws and reasonable rules and regulations as may be now or subsequently enacted or amended from time to time by the Board of Directors.

- Grills shall not be used on Observation Deck, terrace outside the social room or Outdoor Spa area.
- 1.15 Unit Owners shall not change or alter in any manner any building planters located on lanai terraces, balconies and/or elsewhere on the Common Elements, nor shall such Unit Owners install or place any improvements or flowers, plants or other landscaping materials upon or within such planters.
- 1.16 The Unit Owner shall be responsible, at such Unit Owner's sale cost and expense, for the operation, maintenance, repair and replacement (if the Unit Owner desires to replace same) of the electric grill, exhaust hood and all ancillary equipment related thereto, as located upon the limited common element terrace appurtenant to such Unit (the "Electric Grill"). The Electric Grill shall be used and operated in accordance with any and all applicable laws and reasonable rules, regulations and requirements as may be now or subsequently be enacted or amended from time to time by the Board of Directors. The Electric Grill shall be personal property of the Unit Owner. With the exception of the Electric Grill, no other barbecue grill may be used in the Limited Common Elements appurtenant to a Unit.
- **1.17** Illegal practices are prohibited.
- **1.18** Lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without permission of the Association.
- **1.19** Laundry, bathing apparel, beach and pool accessories shall not be maintained outside of the residences or Limited Common Elements (balconies and terraces), and such apparel and shall not be exposed to view.
- **1.20** MOVE IN/MOVE OUT POLICY: Upon sale or lease of a Unit, residents must contact building manager to schedule a move in or move out date. Five days before the move in/out date, the resident who is moving must pay a fee of \$250.00 to the Association (effective 6/1/14). Any damage to the building while moving is the Unit Owners responsibility.
- 1.21 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the building or contents thereof, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in a Unit or in the Common Elements, which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law or building code.

- 1.22 Persons moving furniture and other property into and out of Units must notify the Manager in advance and use the designated access door into the condominium. All such moving must be conducted Mondays through Fridays between the hours of 8:00 a.m. and 4:30 p.m., subject, however, to such further restrictions as may now or subsequently be established and/or amended from time to time by the Hammock Dunes Owners' Association, Inc. (the "Master Association") for the development of Hammock Dunes. Moving vans and trucks used for this purpose shall only remain on condominium property when actually in use.
- 1.23 Repair, construction, decorating or re-modeling work shall only be carried on Mondays through Fridays between the hours of 7:30 am and 4:30 p.m. (this is subject, however, to such further restrictions as may now or subsequently be established and/or amended from time to time by the Master Association for the development of Hammock Dunes) and the rules for decorators and subcontractors set forth herein must be complied with.
- **1.24** These Rules and Regulations shall apply equally to owners, their families, guests, staff, invitees, employees, customers and tenants.
- 1.25 The Board of Directors of the Association may impose up to a \$100.00 fine for each violation (except for non-payment of an assessment) or each day of a continuing violation, provided that no such fine shall exceed \$1,000.00, of any of the provisions of the Declaration of Condominium, the By-Laws and these Rules and Regulations.
- 1.26 The Condominium and Management staff are not permitted to do private work for owners, their families, guests, staff, invitees, employees, customers or tenants while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.
- 1.27 The Board of Directors shall adopt specifications for the laminated glass for all exterior windows and exterior sliding glass doors to Units. Exterior windows and exterior sliding glass doors are a special architect approved laminated glass and have been designed and installed to meet or exceed the wind load and wind-borne debris impact standards of the applicable building code in effect as of time of design and installation. For this reason and for the purpose of preserving the aesthetic appearance of the building, hurricane shutters shall not be installed on any windows or sliding glass doors in the Condominium unless they comply with the specifications, and any amendments thereto, approved by the Association's Board of Directors. (See Section 8, below.) If such windows or sliding glass doors in the Condominium are replaced, they must be replaced with laminated architectural glass equal to or exceeding the specifications of the original glass and which comply with the applicable building code.

- 1.28 If an Owner is a corporation, business entity or multiple owners, the Owner shall designate one individual who shall be the "designated occupant" of the Unit, and approval of ownership by the corporation, fiduciary, business entity that is the Owner shall be conditioned by requiring that such "designated occupant" be also approved by the Association. The approval of ownership by a trustee or other holder of legal title for a beneficial owner who is to be the designated occupant of a Unit shall also be conditioned upon approval of such designated occupant by the Association. Any change in the "designated occupant" of a Unit shall be considered a transfer of title to the Unit that shall be subject to the provisions of the Declaration of Condominium. The designated occupant cannot be changed more than twice a year. The term "designated occupant" shall be a natural person who, for residential purposes with his or her immediate family, will be the persons permitted to occupy the Unit and use any limited common elements appurtenant thereto. The designated occupant shall not use the Unit for vacation or hotel accommodations.
- **1.29** Chipping, grinding and/or bushing of, drilling and/or penetrating into and/or mounting onto any concrete 'slab or concrete column of the Building is expressly prohibited without the prior written consent of the Board of Directors of the Association.
- **1.30** These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium and Common Elements. Reference should be made to the Condominium and the Hammock Dunes Owners' Association's documents.
- **1.31** These rules and procedures may be changed without notice.

2 PROCEDURES AND RULES FOR USE OF THEATER, WINE, CARD AND SOCIAL ROOMS

- 2.1 The theater is part of the Common Elements and is for the use of Unit Owners and their respective Lessees and Guests. The theater is not for extended use or for public use. Occupancy of the theater is limited to 18 people, and the host Unit Owner or Lessee must be present at all private social events held in the common areas.
- 2.2 The Theater may be reserved for private use by Unit Owners or Lessees; however, none of the amenities can be reserved for both a Friday and Saturday night, or multiple times during a holiday. It may be used if there are no pending reservations and no one else is using it. Theater reservations are limited to 4-hour increments. The rules regarding the theater may be updated from time to time at the discretion of the Board of Directors.

- 2.3 The amenities are designed for the enjoyment and socializing of the Unit Owners, Lessees and their respective Guests. As Le Jardin is zoned as a residential building, no business meetings or seminars are permitted in any of the Common Elements, with the exception of those of the Le Jardin Board of Directors and the Le Jardin Committees. It is prohibited for any Unit Owner or Lessee to use the Common Elements for personal business or gain.
- 2.4 The Common Elements are for the sole use of the Unit Owners, Lessees and their invited Guests. These areas may not be lent out or rented out to non-residents.
- 2.5 The limit of people at any one time in the Wine Cellar and the adjacent Foyer is 25.
- **2.6** The Common Elements shall be left clean (*i.e.*, the way the area was when you arrived), and trash shall be removed after private use of them.
- 2.7 Private functions held in the social and/or card rooms are limited to 40 people in each room or 60 in both rooms (combined) and must be coordinated in advance with Management. The Unit Owner or Lessee reserving the room must remain present throughout the entire event and shall be responsible for any damage caused by the attendees.
- 2.8 Reservations for the social and/or card rooms will require a \$75.00 deposit from the responsible Unit Owner or Lessee. The deposit will be refunded if the room(s) have been satisfactorily cleaned by 9:00 a.m. the following day. Otherwise, the deposit will be used for ordinary cleaning. Any specialist cleaning (*e.g.*, carpet or stone cleaning) or repairs will be billed to the responsible Unit Owner or Lessee separately.
- **2.9** To prevent damage to them, rearranging of furniture and accessories in the common areas is not permitted.
- 2.10 With the exception of meetings of the Board or Members of the Association, the use of folding chairs and tables in the Social Room is not allowed. One or two folding tables can be set up by Management in the card (board) room, if requested and agreed in advance

3 PROCEDURES AND RULES FOR USE OF WINE LOCKER

3.1 Wine lockers are Limited Common Elements appurtenant to the Unit to which they are assigned and are for the exclusive use of the Unit Owner of that Unit and such Unit

- Owner's family members and tenants, subject to these Rules and Regulations. No wine locker may be assigned except as an appurtenance to a Unit.
- **3.2** The Association shall maintain, repair, and replace the wine lockers, and all expenses due to normal wear and tear related thereto shall be paid by the Association as Common Expenses.
- 3.3 The Unit Owner shall use wine lockers solely for the storage of wine and champagne.
- 3.4 Any and all wine, champagne, and other items and contents stored in wine lockers shall be stored solely at the risk of the Unit Owner and the Unit Owner's family members and tenants. Neither the declarant nor the Association shall be responsible or liable for, and each Unit Owner (and such Unit Owner's family members, tenants and others entitled to use of the wine lockers), in accepting the right to use of a wine locker, waives all claims against the declarant and the Association for, any theft of or loss, injury or damage to any and all wine, champagne and other items and contents stored in the wine lockers from any cause whatsoever.
- 3.5 The Unit Owner will be responsible for any damage to the wine locker caused by the Unit Owner or the Unit Owner's family members, guests, staff, invitees, employees and tenants.
- **3.6** These rules and procedures may be changed without notice.

4 RULES FOR DECORATORS, CONTRACTORS AND SUB-CONTRACTORS

- 4.1 The Unit Owner must pre-register with the Property Manager giving him the name, address, telephone number and fax number of the Unit Owner's representative who will be overseeing the work being done in the Unit whether it be the interior decorator the general contractor or the Unit Owner.
- **4.2** Prior to commencing work, the Unit Owner's representative must submit to the Property Manager, a list of names, addresses and telephone numbers of all subcontractors who will be working in the unit, together with a schedule for their work.
- **4.3** The Property Manager will coordinate with the Unit Owner's representative the issuance of temporary passes for access for decorators and contractors into the Condominium.
- **4.4** Work hours are 7:30 a.m. to 4:30 p.m., Monday through Friday.

- **4.5** The contractor and all sub-contractors must have all licenses required by Flagler County, City of Palm Coast and other applicable governmental authorities and submit proof of same for the Property Manager's file.
- **4.6** Prior to authorization for access, the contractors and all sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate, and provide proof of Workman's Compensation coverage for the Property Manager's file.
- **4.7** Vehicles are not permitted in the parking garage and must be parked in the exterior parking areas designated. by the Property Manager. All persons working on Units will enter the building through the parking garage.
- **4.8** The passenger elevators are not to be used at any time by contractors and subcontractors or for the moving of furniture, freight or other personal property in and out of Units.
- **4.9** After unloading, workers must park their vehicles In the designated areas specified by the Property Manager.
- **4.10** Work preparations will not be allowed in the garage, *i.e.*, mixing of paints, mud, grout, etc.
- **4.11** The trash chute is not to be used, nor is any trash to be left in Units or hallways. The Property Manager will provide information on disposal of trash.
- **4.12** All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.
- **4.13** Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Check with the Property Manager for location of cleaning area.
- **4.14** Sub-contractors are not to use carts owned by the Condominium or the Property Manager. (Supply your own).
- **4.15** Breaks and lunches, if taken inside the building, should be confined to the Unit Owner's Unit.

- **4.16** No loud music is permitted in the building or on the lanais and balconies.
- **4.17** Access to the individual condominium units must be coordinated through the owner, decorator or other designee.
- **4.18** Do not tamper with or hang anything from any of the sprinkler heads.
- **4.19** Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.
- **4.20** Workers are not to wander around in areas other than the specific area or unit they are assigned to.
- **4.21** Each Unit Owner who elects to install or modify in any portion of a Unit hard surface flooring materials (i.e., tile, marble, wood) shall first be required to install, in accordance with manufacturer's recommendations and the requirements of the Board of Directors from time to time. Each Unit Owner is required to submit for approval to the Board of Directors or its representative the proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring.
- **4.22** Each Unit Owner is responsible for his or her decorator's, contractor's and subcontractor's actions and inactions while on the premises and in Hammock Dunes. Decorators, contractors, and subcontractors are on the premises at their own risk and agree to indemnify and hold harmless the Condominium Association and Hammock Dunes Owners Association, Inc. for any liability or damages, which might arise in connection with their activities on the premises or in Hammock Dunes.
- **4.23** Should a decorator, contractor or sub-contractor discover a defect in a Unit, they must notify the Property Manager immediately so the defect may be verified and corrected prior to doing any work which might be impacted by the defect.
- **4.24** Decorators, contractors and sub-contractors are prohibited from smoking in the Building.
- **4.25** Please help us keep the building clean. Activities will be monitored during the day. Noncompliance may result in you or your firm being barred from the building.

If you have any questions, please contact the Le Jardin at Hammock Dunes Property Manager.

5 RULES FOR OWNER PARTICIPATION IN MEETINGS OF THE BOARD OF DIRECTORS, FINANCE COMMITTEE MEETINGS AND MEETINGS OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS

5.1 THE RIGHT TO SPEAK:

- **5.1.1** To the maximum extent practical, the posted agenda for each meeting shall list the substance of the matters and actions to be considered by the Board or Committee.
- **5.1.2** Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-Laws or the Condominium Act.
- 5.1.3 After each motion is made and seconded by the Board members the meeting Chairperson will permit owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.
- **5.1.4** An owner wishing to speak must first raise his or her hand and wait to be recognized by the chair.
- **5.1.5** While an owner is speaking, he or she must address only the Chair; no one else is permitted to speak at the same time.
- **5.1.6** A Unit Owner may speak only once, per agenda item, for not more than three (3) minutes and only on the subject or motion on the floor.
- 5.1.7 The Chair may, by asking if there be any objection and hearing none, permit an owner to speak for longer than three (3) minutes or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.
- **5.1.8** The Chair will have the sole authority and responsibility to see to it that all owner participation is relevant to the subject or motion on the floor.

5.2 THE RIGHT TO VIDEO OR AUDIOTAPE:

- **5.2.1** The audio and video equipment and devices which owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.
- **5.2.2** Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.
- **5.2.3** Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
- **5.2.4** At least 24 hours advance written notice shall be given to the Board by any owner desiring to utilize any audio and/or video equipment to record a meeting.
- 5.3 ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN A CONSPICUOUS PLACE IN THE MAILROOM.

6 RENTERS POLICY:

- 6.1 All leases must comply with the Le Jardin Rules and Regulations regarding leases. No unit may be leased without a written lease agreement.
- 6.2 All renters must receive and agree to comply with all Le Jardin Rules and Regulations.

7 RENTAL POLICY FOR RENTERS OWNING PETS:

- 7.1 TYPE OF PETS ALLOWED IN RENTAL UNITS: A limit of one domestic dog (40 lbs. or under) or 2 domestic cats are permitted. Dangerous breeds (as defined in Le Jardin Rules and Regulations,) as well as dogs exhibiting aggressive behavior, are not permitted in the building. Tenants pets only! Tenants are not permitted to care for other peoples pets in their rental unit. Visitors of tenants are not permitted to bring pets with them while visiting tenants.
- 7.2 ONLY PETS THAT ARE PREAPPROVED ARE ACCEPTED: Tenants pets are required to receive Board approval before lease is finalized. The Board, within its discretion, may make inquiries regarding the pet's history, prior to approval. Once the pet is approved, the Board reserves the right to revoke approval if compliance with the Le Jardin Rules and Regulations are violated. If approval is revoked the pet must be removed immediately.

- **7.3** REQUIRED VACCINATIONS: Pet Owners must have proof of current vaccinations.
- 7.4 TENANTS ARE RESPONSIBLE FOR THEIR PETS: Tenants must keep their pets under control at all times. Tenants must receive and agree to comply with all the Le Jardin rules and Regulations as part of the lease agreement.

8 HURRICANE SHUTTER POLICY

- **8.1** Any installation of hurricane shutters by a unit owner shall comply with the building code of Flagler Country Florida. Any contract for such installation shall be in writing and shall be with a properly licensed and insured contractor.
- **8.2** An owner installing hurricane shutters shall be responsible for any damage to the common elements another unit as a result of such installation.
- **8.3** No hurricane shutter shall be installed that does not match the building's exterior color and is not fully retractable when not in use.
- 8.4 Prior to commencement of installation of any hurricane shutter(s) the unit owner shall give written notice to the Board of Le Jardin of the owners intention to make such an installation. The owner shall additionally provide the Board with a copy of the agreement for the installation, the color and specifications of the shutters and an estimated work schedle of the installation.