

SHADYBROOK VILLAGE

OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

HANDBOOK

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PREFACE

Welcome to Shadybrook Village!

We are pleased to have you as a member of our community. This Rules and Regulations Handbook has been prepared by the Board of Directors of Shadybrook Village Owners Association, Inc. to provide residents, owners, tenants, and guests with a clear and accessible guide to community standards.

Shadybrook Village is a condominium community originally comprised of thirteen separate condominiums that were merged into a single condominium. The community is governed by the Amended and Restated Declaration of Condominium, the Articles of Incorporation, and the Amended and Restated Bylaws, all as recorded in the Public Records of Manatee County, Florida, and as amended from time to time.

The rules contained in this Handbook are derived from and consistent with the governing documents of the Association and Chapter 718 of the Florida Statutes (the Condominium Act). These rules are adopted pursuant to the authority granted to the Board of Directors under the Declaration and Bylaws to make reasonable rules for the operation, maintenance, and use of the condominium property and units.

In the event of any conflict between this Handbook and the Declaration of Condominium, the Articles of Incorporation, or the Bylaws, the governing documents shall control in the following order of priority: (1) the Declaration; (2) the Articles of Incorporation; (3) the Bylaws; and (4) the Rules and Regulations adopted by the Board.

All owners, lessees, guests, licensees, invitees, and occupants are expected to familiarize themselves with these rules and to comply with them. The Board of Directors reserves the right to amend these Rules and Regulations from time to time as it deems necessary for the benefit of the community.

The Board of Directors encourages all residents to participate in community life and owners to attend Board meetings and annual membership meetings. Together, we can ensure that Shadybrook Village remains a desirable and well-managed community for years to come.

Questions or concerns regarding these rules should be directed to the Board of Directors or the Association's Management Company.

*The Board of Directors
Shadybrook Village Owners Association, Inc.*

CONTACT INFORMATION

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Article 1 – General Provisions and Definitions

These Rules and Regulations apply to all units, common elements, and limited common elements of Shadybrook Village, a Condominium (the “Condominium”). All owners, lessees, occupants, guests, licensees, and invitees are bound by these rules.

1.1 Definitions

“**Association**” means Shadybrook Village Owners Association, Inc., a Florida not-for-profit corporation responsible for the operation of the Condominium.

“**Board**” means the Board of Directors of the Association.

“**Unit**” means the part of the Condominium property subject to exclusive ownership, as defined in the Declaration of Condominium and as delineated on the Condominium Plats.

“**Common Elements**” means all portions of the Condominium property not included within any Unit, including land, roads, walkways, utility installations, and outside surfaces of walls, and as defined in the Declaration of Condominium.

“**Limited Common Elements**” means those Common Elements reserved for the exclusive use of a certain Unit, including the land and foundations under each unit, as defined in the Declaration of Condominium.

“**Unit Owner**” or “**Owner**” means the record owner of a Unit as defined by the Florida Condominium Act.

“**Resident**” means the Owner, Lessee, or Occupant of a Unit, and their guests or invitees.

1.2 Authority

These rules are adopted by the Board of Directors pursuant to the authority granted in the Declaration, Bylaws, and the Condominium Act.

Article 2 – Unit Use and Occupancy

2.1 Residential Use Only

Each Unit shall be used exclusively for residential purposes. No trade, business, commercial, or professional activity shall be conducted in any unit, except that a unit owner or occupant may maintain a home office provided such use does not generate foot traffic, signage, deliveries in excess of normal residential levels, any outward indication of commercial activity, and does not disrupt the residential character of the community.

2.2 Occupancy Limits

Maximum occupancy is two (2) persons per bedroom. Any visitor or guest who resides in a Unit for more than thirty (30) consecutive days within a twelve-month period is deemed an occupant and must comply with the application and approval requirements set forth in these rules.

2.3 Smoke Detectors

Each Unit Owner must install and maintain at least two (2) smoke detectors, which should be checked at least twice per year.

Article 3 – Exterior Standards, Modifications and Maintenance

3.1 General Requirements

All Units shall remain of like exterior design, shape, color, and appearance as other Units of the same class or type. A Unit Owner must receive written approval of 51% of the Association members before making any exterior modifications or additions, or any material alterations or substantial additions to the Unit. Modifications made without prior approval will be removed at the Unit Owner’s expense. A list of approved items is available at the office and on the website.

3.2 Porches and Sheds

All porches must be constructed of aluminum or better material, be a color compatible with existing porches, and be approved by the Board of Directors. All sheds must meet the Board's standards and be approved prior to installation.

3.3 Permits and Licensed Contractors

All modifications, alterations, and additions must have proper approvals and permits issued by Manatee County, and all work must be performed by a Florida licensed contractor.

3.4 Owner Maintenance Responsibilities

Each Unit Owner, lessee, or occupant is responsible for maintaining in good condition and repair the interior of the Unit, including porches, interior walls, floors, ceilings, doors, porch roofs, windows, screens, sliding glass doors, water, electric and plumbing systems, and all related components. This includes:

- Windows must have screens and be maintained in good condition at all times.
- The "electric" system includes all electrical conduit, wire, switches, fixtures, and equipment on the Unit side of the electric meter.
- The "plumbing" system includes all plumbing items from the trunk line connection to the Unit.

3.5 Glass, Screens, Doors, and Roofs

Covering, replacement, or modification of all glass or screened surfaces, doors, porches, and porch roofs must be approved in advance by the Board and must conform to the exterior design standards (e.g., tinted windows in gray, not brown).

3.6 Window Treatments

Sheets, blankets, plastic, aluminum foil, newspapers, and similar materials shall not be used as window coverings. All window treatments must present a neat and presentable appearance from the exterior.

3.7 Exterior Structures and Plantings

Without prior permission of the Association, no wires, TV antennas, satellite dishes, air conditioners, aerials, storage buildings, room additions, plant arbors, or structures of any sort shall be erected, constructed, or maintained on the exterior of a building, except for structures that form part of the original building. The Association reserves the right to regulate the size, appearance, and location of satellite dishes and antennas to the fullest extent allowed by law. No outside plantings may be done without Board approval; unapproved plants, shrubs, or trees may be removed at the Board's discretion.

3.8 Holiday Decorations

Seasonal and holiday decorations may be displayed in accordance with Board guidelines. Decorations must be installed and removed within a reasonable time frame (typically not more than thirty (30) days before and fifteen (15) days after the holiday) and must not damage any common element or create a safety hazard.

3.9 Exterior Alterations

No alterations, additions, replacements, or modifications shall be made to any exterior surface, building facade, or common element without prior written approval of the Board or the Architectural Review Committee. Replacement or alteration requires submission and approval of an **Architectural Review Modification Form**. Only Association-approved styles and specifications are permitted.

3.10 Reporting Defects

Owners, Lessees, or Occupants must immediately report to the Association any defects or need for repairs. The responsibility for the remedy of such defects or repairs will be determined by the Board, or Management, on a case-by-case basis.

Article 4 – Pets and Animals

4.1 Definitions For purposes of this Rule, the following terms shall have the meanings set forth below:

(a) “Unit” means a residential condominium unit as defined in the Declaration of Condominium.

(b) “Owner” means the record title holder of a Unit.

(c) “Resident” means any person occupying or residing in a Unit, including Owners, tenants, family members, guests, and invitees.

(d) “Pet” means a domesticated dog or cat kept solely for companionship. No other animals shall qualify as a “Pet” under this Rule.

(e) “Condominium Property” means the entire condominium property, including all Units, Common Elements, and Limited Common Elements, as defined in the Declaration of Condominium.

4.2 Permitted Pets

Each Unit is permitted a maximum of two (2) Pets, provided the total combined weight of all Pets in the Unit does not exceed eighty (80) pounds. By way of example only: one Pet may weigh up to eighty (80) pounds, or two Pets may each weigh up to forty (40) pounds. Weight shall be verified by a current veterinarian’s certificate or such other documentation as the Board may reasonably require prior to approval.

4.3 Prohibited Animals and Breeds

No Resident shall keep, harbor, or permit any of the following pets, animals, or breeds anywhere on the Condominium Property:

(a) Birds of any kind; (b) Equine animals (including, without limitation, horses, ponies, donkeys, or mules); (c) Livestock; (d) Agricultural animals; (e) Exotic animals; (f) any non-native wildlife; (g) any pet or animal requiring special permits or licenses under Florida or Federal law; (h) Any venomous animal of any kind; or (i) Dogs of the following breeds, or any mixed breed containing any portion of the following breeds: Pit Bulls, Rottweilers, and Doberman Pinschers.

4.3 Pet Registration

All pets must be registered with the Association and have current rabies vaccination. Residents must complete the **Pet Registration Form** and provide a veterinarian certificate evidencing current registration and vaccination for rabies which contains at a minimum the information required by Section 828.30, Fla. Stat., and

licenses before moving a pet into a Unit, and annually thereafter by January 31.

4.5 General Pet Rules

1. No pet shall become a nuisance or safety hazard in the community.
2. All pets must be leashed and under direct physical control of a mature and responsible person when outside the unit.
3. Owners must immediately clean up and properly dispose of all pet/animal waste.
4. All pets must be housed inside the unit. No doghouses or kennels are permitted. No pet may be tethered, chained, or enclosed in a lanai or porch area, or left unattended outside at any time.
5. Pets shall not be permitted to create a disturbance, including excessive barking, howling, or wailing; aggressive behavior toward persons or other animals is prohibited.
6. Pets are not permitted in the swimming pool or pool area.
7. Any pet that becomes a nuisance, safety hazard, or is unreasonably aggressive shall be removed from the premises.
8. No breeding of any kind.

4.6 Prohibition On Animal Breeding

No Resident shall engage in, permit, or allow the breeding of any pet or animal of any kind within the Condominium Property. This prohibition includes, without limitation, any commercial or non-commercial breeding activities, the intentional mating of any Pet or Animal, or the production, sale, or distribution of any pet or animal offspring on the Condominium Property. Any offspring born on the Condominium Property must be removed within thirty (30) days of birth, and no offspring may remain on the premises.

4.7 Small Caged or Contained Companion Animals

For purposes of this Section, small caged or contained companion animals commonly kept indoors in residential settings, shall mean “hamsters, gerbils, rabbits, non-venomous small reptiles (e.g., certain lizards or turtles in approved enclosures), non-venomous small amphibians (e.g., certain frogs in approved enclosures), and small fish in small aquariums.” Birds, equine,

livestock, agricultural animals, exotic animals, and venomous animals are expressly excluded from this definition and are prohibited as set forth in Section 4.3.

Small caged or contained companion animals (as defined herein) may be kept in the Unit, subject to prior written approval by the Board of Directors at its sole discretion. The Board may consider factors including, but not limited to, the number of such animals, their type, the suitability and sanitation of enclosures or aquariums, potential for odor, noise, allergens, escape, or other nuisances, and overall impact on the Condominium Property and other residents. Approval may be granted, conditioned, or denied on a case-by-case basis, and the Board reserves the right to revoke approval if any such animal creates a nuisance or violates this Rule.

No small caged or contained companion animal may be brought into or kept in the Unit without obtaining such written Board approval in advance.

4.8 Liability

Residents are strictly liable for any injury to persons or damage to property caused by their pets. Residents are responsible for any damage done by their tenants' pets as well. The Association may require removal of any pet that constitutes a threat to the health, safety, welfare, or peaceful enjoyment of other residents.

4.9 Violations and Fines

This Rule shall be enforced in accordance with the Declaration of Condominium, the Bylaws, and applicable Florida law, including the imposition of fines, suspension of rights, and legal action as deemed necessary by the Board. The Board may revoke approval and require removal of any such pet or animal or small caged or contained companion animals that becomes a nuisance, safety hazard, or aggressive toward persons or other pets or animals.

Article 5 – Vehicles and Parking

5.1 Vehicle Limit

Each unit is limited to a maximum of two (2) vehicles.

5.2 Vehicle Registration

Every vehicle kept on the Condominium Property must be registered with the Association without exception. Each resident must complete the

Vehicle Registration Form, provide a copy of the current vehicle registration issued by the Department of Motor Vehicles, and obtain a numbered parking permit decal from the Association. Vehicle registration must be renewed annually no later than January 31 of each year. Temporary parking permits are available through the Association for short-term use. No vehicle may be parked on the Condominium Property without a valid parking permit decal or temporary permit displayed on the vehicle.

VEHICLES THAT ARE NOT REGISTERED OR DO NOT DISPLAY A CURRENT PARKING PERMIT DECAL OR TEMPORARY PARKING PERMIT ARE SUBJECT TO TOWING AT THE VEHICLE OWNER'S OR OPERATOR'S EXPENSE.

5.3 Parking Permit Decals

1. Two (2) parking permit decals will be issued per Unit upon registration as set forth in Section 5.2 at no cost.
2. Parking permit decals expire every twelve (12) months and must be renewed.
3. Replacement parking permit decals are Ten Dollars (\$10.00) each.
4. Parking decals must be displayed on the rear bumper of the vehicle (preferred: left rear trunk panel) or lower left side of the rear window.
5. All vehicles must have a valid license plate and current state vehicle registration.

5.4 Parking Assignments & General Rules

1. Each unit is assigned one (1) clearly numbered parking space. A guest space should be used for visitors or a second vehicle.
2. No parking on grass, roadways, roadsides, or any area not specifically designated as a parking space.
3. No parking in a manner that interferes with ingress and egress of other vehicles.
4. No double parking and no occupying more than one parking space with a single vehicle.
5. No parking in another unit's assigned parking space.

6. No parking in undesignated areas or in front of, near, or adjacent to dumpsters.
7. All vehicles must be parked front-end first (head-in) in parking spaces. NO BACKING INTO PARKING SPACES.
8. No vehicle shall be repaired or serviced on any common element or parking space, except for emergency repairs necessary to render a vehicle operable.

5.5 Prohibited Vehicles and Items

Campers, Boats, Vessels, Watercraft, Trailers, Recreational Vehicles, Utility Terrain Vehicles (UTV) or side-by-sides, All-Terrain Vehicles (ATV), or "four-wheelers," Dirt Bikes, or any other electric or motorized off-highway vehicles are not permitted to be parked or stored on Shadybrook Village property. Vehicles that do not adequately fit into designated parking areas shall not be permitted. The operation, use, or riding of the following vehicles within the Community is strictly prohibited: Utility Terrain Vehicles (UTVs), commonly known as "side-by-sides"; All-Terrain Vehicles (ATVs), commonly known as "four-wheelers"; dirt bikes; electric bicycle, electric scooter, and any other electric or motorized vehicle not licensed or registered for use on public roads. This prohibition applies to all Common Elements, roadways, parking areas, and other portions of the Condominium property, regardless of whether the vehicle is owned by a Unit Owner, lessee, guest, or invitee. No vehicles with commercial signage, wraps, or lettering.

No electric bicycle or electric scooter equipped with a rechargeable battery shall be stored, charged, or parked inside any unit or within ten (10) feet of any building or structure on the Association's property. Owners and residents must store such devices in a designated outdoor area approved by the Board, if any.

5.6 Commercial Vehicles

No commercial vehicles shall be allowed overnight parking in Shadybrook. Commercial vehicles are only permitted while providing services to the Association or Residents, and such vehicles may park only between the hours of 7:00 a.m. and 6:00 p.m., unless otherwise authorized by management.

5.7 Motorcycles

Motorcycles are considered vehicles for purposes of these rules and must be registered with the Association, display a current parking permit decal in a visible manner, and maintain a valid license plate and registration. Motorcycles must be parked within an assigned parking space or guest spot. Motorcycles shall not be parked or stored within any unit, yard, sidewalk, entry way, patios, porches or anywhere within the limited common elements.

5.8 Pick-up Trucks.

Pickup trucks are permitted on the Condominium Property when used as personal passenger vehicles, subject to the following: (a) Must have a manufacturer's Gross Vehicle Weight Rating (GVWR) not exceeding 8,500 pounds and must not exceed nineteen (19) feet in length, eight (8) feet in width (excluding mirrors), or six feet eight inches (6'8") in height including any accessories; (b) must not bear commercial signage, wraps, or lettering, and must not carry visible commercial equipment or materials; and (c) truck bed must be kept clean and orderly. Loose debris, unsecured cargo, or materials extending beyond the bed or tailgate are prohibited.

5.9 Inoperable & Leaking Vehicles; Unregistered Vehicles

Inoperable vehicles, vehicles without current registration, valid tags, valid parking permit decal or vehicles in a state of disrepair are not permitted on Association property. Any vehicle leaking oil, gasoline, or other fluids onto the parking lot must be removed immediately and may not be returned until repaired. The vehicle owner or operator is liable for any damage caused by such leaking fluid(s). Such vehicles are subject to towing at the owner's or operator's expense.

5.10 Towing

The Association reserves the right to tow, at the vehicle owner's or operator's expense, any vehicle that is illegally parked, abandoned, inoperable, or in violation of any provision of Article 5. The Association is not responsible or liable for any costs, damages, storage fees, or loss of personal

property resulting from the towing of a vehicle pursuant to this Article and/or Section 715.07, Florida Statutes.

Article 6 – General Rules

6.1 Clothes Lines and Exterior Items

Residents may install and maintain a freestanding clothesline within the rear yard area of their Unit for the purpose of drying articles. The clothesline must be freestanding and shall not be attached, affixed, or anchored to the building exterior. No clothes, rugs, drapes, or household articles of any sort shall be dried, cleaned, or extended from any window, door, or fence. No personal property, including but not limited to bicycles, toys, grills, furniture, plants, or decorations, shall be placed or stored in front yards, entryways, walkways, sidewalks, or other common areas. Bicycles and toys must be kept neatly in the back yard on the patio slab. Fence gates may not be locked.

6.2 Yards

Except for mowing and trimming performed by the Association's ground maintenance contractor, each Resident is responsible for maintaining their yard. The grass area must be kept clear of all personal items to allow for mowing and maintenance. Yards must be kept neat, clean, and free of trash, excessive animal feces, and loose items at all times.

6.3 Patio Slabs & Enclosed Patios

Patio slabs, whether open or enclosed, must be maintained in a clean and orderly condition. Accumulation of junk, debris, or excessive personal property on patio slabs or in enclosed patios is prohibited.

6.4 Odors & Sanitation

No items that produce noxious or offensive odors—including garbage, pet waste, or similar materials—may be left in front of or behind any unit. All such items must be properly bagged, contained, and disposed of promptly.

6.5 No Littering

No person shall dispose of, discard, or deposit any trash, debris, refuse, cigarette butts, or other

waste materials upon the Common Elements, including but not limited to roadways, parking areas, sidewalks, landscaped areas, and recreational facilities. All waste must be deposited in designated receptacles. The Board may levy a fine up to the highest amount permitted by law for littering.

6.6 Signs & Displays

No signs shall be placed in unit windows, on vehicles, on the exterior of any unit, or upon any common element, except as expressly permitted by Florida law (e.g., "For Sale" signs, and flags or religious displays) and except those placed by the Association. Signs from a security company protecting a unit are permitted.

6.7 Prohibited Conduct

No unit shall be used for any unlawful purpose or in violation of any applicable governmental regulation, ordinance, or statute. No hazardous, toxic, or flammable materials shall be stored in any unit or on any common element, except for reasonable quantities of ordinary household products used in the normal course of residential living. No unit shall be used for short-term vacation rental purposes. No illegal substances or contraband shall be manufactured, distributed, stored, used or consumed within any unit or upon any common element. No resident shall engage in any activity that unreasonably interferes with the rights, comfort, health, safety, or peaceful enjoyment of other residents or that constitutes a nuisance.

6.8 Fireworks

The use of fireworks or similar sparking or exploding materials on the premises is expressly declared a nuisance and safety hazard, and is strictly prohibited, with the sole exception of sparklers.

6.9 Electrical Interference

No electric machine or apparatus of any sort that causes interference with the television or radio reception of other units shall be operated or maintained in any Unit.

6.10 General Noise Standards

At all times, residents shall maintain noise levels that do not unreasonably disturb or interfere with the comfort and peaceful enjoyment of other residents. Sound-producing devices, musical instruments, and amplified audio shall be kept at reasonable volumes.

6.11 Nuisance & Odors

No noxious, offensive, or illegal activity shall be carried on in any unit or upon any common element that constitutes or may become an annoyance or nuisance to other residents. This includes, without limitation, the creation of excessive or offensive odors, smoke, dust, sounds, or vibrations.

6.12 Prohibited Items and Activities

The following items are prohibited on the Condominium Property: skateboards, go-carts, drones, bow and arrows, paintball guns, BB guns, airsoft guns, spears, slingshots, and any similar device capable of propelling projectiles or causing property damage or personal injury. Ramp jumping with bicycles or any other wheeled device is also prohibited.

6.12 Parking Lot and Street Use

Loitering, gathering, playing, skateboarding, and any other activity that may interfere with vehicular traffic or pedestrian safety is prohibited in all parking lots and roadways on the Condominium Property.

6.13 Outdoor Grilling

Residents may grill in the rear yard area of their unit only. Gas, electric, and charcoal grills are permitted. Fire pits, wood fires, and open fires of any kind are prohibited.

All grills must be positioned at least ten (10) feet from any building, structure, or flammable material during use. Gas grills must also be stored at least ten (10) feet from any building when not in use.

Residents using charcoal grills must ensure ashes are completely cold before disposal. Cold ashes must be placed in a sealed plastic bag and disposed of in the dumpster. Dumping ashes on common grounds or common elements is prohibited.

Residents are responsible for monitoring their grill at all times during use and for ensuring the area is clean and free of fire hazards after grilling.

6.14 Basketball Court Rules

1. The basketball court is available to residents and their accompanied guests during daylight hours only.
2. Proper athletic footwear is required at all times. No open-toed shoes, sandals, or bare feet.
3. No food, glass containers, or alcoholic beverages on the court.
4. Players use the court at their own risk. The Association assumes no responsibility for injuries.
5. The court must be left clean after use. All personal belongings and trash must be removed.
6. Excessive noise, profanity, and unsportsmanlike conduct are prohibited.

6.15 Tennis Court Rules

1. The tennis court is available to residents and their accompanied guests during daylight hours only.
2. Proper tennis or athletic footwear is required. No dark-soled shoes that mark the court surface.
3. Tennis court use is limited to tennis and pickleball only. No skateboarding, bicycling, rollerblading, or other activities.
4. Court time is limited to one (1) hour per session when others are waiting.
5. No food, glass containers, or alcoholic beverages on the court.
6. Players use the court at their own risk. The Association assumes no responsibility for injuries.
7. The court must be left clean after use. All personal belongings and trash must be removed.

Article 7 – Guests

7.1 Guest Responsibility

Residents are responsible for the behavior and actions of their guests and invitees. All guests must comply with these Rules and Regulations. The resident shall be liable for any damage caused by guests and any resulting fines. Guests may use common element facilities only when accompanied by a resident.

7.2 Guest's Vehicle Registration

Residents must register all guest's vehicles by submitting the **Guest Vehicle Registration Form** available on the Association's website, including resident's name, address, guest(s) name, vehicle color, make, model, license plate number, and date.

All residents are responsible for registering guest vehicles that will remain on the condominium property after 11:00 p.m. Registration must be completed by 11:00 p.m. on the date of the visit. Each registration is valid for a single 24-hour period, expiring at 11:00 p.m. the following day. Residents expecting guests beyond that period must submit a new registration. Unregistered vehicles found on the condominium property after 11:00 p.m. are subject to towing at the vehicle owner's or operator's expense, without further notice.

7.3 Extended-Stay Guest(s)

1. For any stay exceeding seventy-two (72) hours, the resident and guest must appear at the Association office and complete the **Guest Registration Form** and obtain a temporary parking permit.
2. Extended-stay guest vehicles must park in visitor spaces.
3. The maximum extended stay is thirty (30) days. Any stay exceeding thirty (30) days requires the guest to apply for occupancy, submit to a background check, and receive Board approval. Guests who fail to receive approval must vacate immediately.

Article 8 – Trash, Waste Disposal & Dumpsters

8.1 Dumpster Usage

Only bagged and firmly tied household garbage is permitted in the dumpsters. All bags must be securely closed—no open or loose bags. Dumpster lids must remain closed at all times after use.

8.2 Prohibited Dumpster Items

Any item other than bagged household garbage are strictly prohibited from being placed in or around the dumpsters, including but not limited to: mattresses, furniture, dressers, appliances, yard waste, Christmas trees, home renovation debris, and construction materials.

8.3 Yard Waste

Yard waste must be separately bagged and tied firmly. Yard waste may not be placed in the dumpsters.

8.4 Dumpster Pick-Up Schedule

Dumpster collection occurs on Tuesdays, and on Fridays for designated areas. Residents should plan disposal accordingly and are encouraged to consult the Association's website or office for current schedules.

8.5 Prohibited Disposal Practices

1. No trash, garbage, or debris shall be left in back yards, front yards, common areas, or around the dumpsters.
2. Residents may not place items in the dumpster unless they are tall enough to place items directly inside.
3. No items shall be placed or left outside or around the dumpsters.

8.6 Recycling & Large Item Disposal

Residents are encouraged to donate items in usable condition to charitable organizations such as Goodwill, the Salvation Army, or Habitat for Humanity. For large item disposal, use the large dumpster located on Whitman Pl.

8.7 Illegal Dumping

If a resident observes an unauthorized person from outside the community dumping items on Association property, or in the dumpster, the resident is encouraged to safely photograph or video the person and their vehicle license plate and report the incident to the Association office by email, with copies of any photos or videos. The Association will notify solid waste authorities and law enforcement for further action.

Article 9 – Leasing and Rental Restrictions

9.1 Purpose and Authority

This Rule implements the rental restrictions in the 2013 Amendment to Article XI, Section 11.2(d) of the Declaration, which provides that: (1) a new owner may not rent until two (2) years after deed recording; and (2) no more than twenty percent (20%) of units—thirty-five (35) of one hundred seventy-seven (177) units—may be rented at any one time (the “**Rental Cap**”). This Rule establishes a Certificate of Approval to Rent process and a Tenant Approval process. The Declaration controls in any conflict.

9.2 Definitions

Eligibility Date: Twenty-four (24) months after the Deed Recording Date.

Grandfathered Unit: A unit lawfully rented as of the Amendment Effective Date.

New Owner: Any person acquiring ownership by deed recorded after the Amendment Effective Date. Excluded transfers: (a) between spouses; (b) into a trust where the owner is beneficiary; (c) upon death of a co-owner to a surviving co-owner.

Rental: Any lease, sublease, license, or occupancy arrangement, regardless of term or compensation.

Rental Waitlist: Chronological list of owners awaiting a rental slot under the Rental Cap.

9.3 Twenty-Four (24) Month Waiting Period

No New Owner may rent until the Eligibility Date. The period runs from the Deed Recording Date in the Official Records. New Owners must provide the Association a copy of the recorded deed within thirty (30) days of closing; the Association will confirm the Eligibility Date within fifteen (15) days of receipt.

Pre-Amendment owners are exempt from the waiting period but must still obtain a Certificate of Approval to Rent and comply with the Rental Cap.

9.4 Certificate of Approval to Rent

No owner may advertise, list, or enter into a lease without first obtaining a Certificate of Approval to Rent.

A. Application and Review

Submit a completed Request for Certificate of Approval form, provided by the association. The Association will review within thirty (30) days and determine eligibility and rental slot availability.

B. Issuance, Denial, and Waitlist

If eligible and a slot is available, the Certificate issues within thirty (30) days. If eligible but the Rental Cap is reached, the owner is placed on the Rental Waitlist in order of receipt. When a slot opens, the Association notifies the next eligible owner, who has fifteen (15) days to confirm intent to rent or be removed from the Waitlist.

C. Transferability

A Certificate is not transferable and does not survive sale or transfer of any interest in the unit.

9.5 Tenant Approval Process

No tenant may occupy a unit until the Association issues written approval.

- (a) **Application.** Submit a completed Rental Application Form (available on the website) at least thirty (30) days before the proposed lease start, including: proposed tenant and occupant information, copy of the proposed lease, lease term, acknowledgment that tenants received governing documents, and a \$100.00 non-refundable application fee per applicant/occupant.

- (b) **Screening.** All proposed tenants must undergo background and credit checks; all occupants age 18+ must undergo background checks
- (c) **Review.** The Association will issue written approval or denial within thirty (30) days of receiving a complete application and screening authorizations.
- (d) **Lease Term.** All leases must be for a term of twelve (12) months. No daily, weekly, or monthly rentals are permitted.
- (e) **Renewals.** Submit a Renewal Application at least thirty (30) days before lease expiration with the renewal lease and application fee. New background/credit screenings are not required for the same tenant unless twenty-four (24) months have elapsed since the prior screening. A new tenant requires a full new application.
- (f) Articles 10.1, 10.3, 10.4, and 10.5 are incorporated herein.
- (g) The Board may disapprove leasing a unit if a unit owner is delinquent in the payment of an assessment at the time approval is sought.

9.6 Grandfathered Units

Units lawfully rented as of the Amendment Effective Date are Grandfathered Units. Grandfathered Unit owners may continue renting without a Certificate of Approval but must comply with the Tenant Approval Process (Section 9.5) for every new tenant and renewal, including fees and screenings. Grandfathered Units count toward the Rental Cap.

Loss of Status: Grandfathered status is lost upon sale or transfer of the unit. The new owner must then obtain a Certificate of Approval, subject to the waiting period (if applicable) and the Rental Cap.

9.7 Monitoring and Compliance

- (a) **Rental Roster.** The Association maintains a current roster of all rented units (including Grandfathered Units), updated at least quarterly.

- (b) **Annual Certification.** Each owner must submit an Occupancy Certification by January 31 each year. The Association may also request a certification at any time, with a thirty (30) day response deadline. Failure to certify creates a rebuttable presumption the unit is owner-occupied, and the unit will be removed from the Rental Roster and the slot released.
- (c) **Unapproved Rentals.** Any unauthorized rental violates the Declaration. The Association may issue cease-and-desist notices, impose fines under §718.303, Fla. Stat., and exercise all available legal remedies.

9.8 Rental Waitlist

When the Rental Cap is reached, eligible owners denied a Certificate are placed on the Rental Waitlist in order of receipt. Priority is determined solely by the date and time the completed request was received. When a slot becomes available, the Association notifies the next eligible owner within ten (10) days. That owner has fifteen (15) days to confirm intent to rent; failure to respond results in removal from the Waitlist, without prejudice to the right to reapply.

Article 10 – Sales and Transfers

10.1 Board Approval

It shall be necessary for the Board, or its duly authorized officers, agent, or committee, to approve in writing all sales or other transfers, or occupancy of a Unit before such sale, transfer, or occupation shall be valid and effective. The application, interview, and approval process must take place before close of any sale or transfer, and before any occupancy is permitted.

Every prospective occupant over eighteen (18) years of age is required to submit to a background check and be approved for occupancy.

10.2 Application Requirements & Procedure.

All prospective purchasers, transferees and occupants must complete a written application on

forms promulgated by the Board, submit to a credit and criminal background check, and pay a \$100.00 non-refundable application fee. An interview of all prospective purchasers, transferees and occupants may also be required. The application may be obtained from the Association's office or website.

10.3 Approval Criteria.

Approval shall be given or withheld based upon the Board's determination of the following criteria as applied to the prospective purchaser, transferee or occupant:

(a) Financial Capacity. The applicant's ability to meet the financial obligations of the Unit, including monthly assessments, special assessments, and any other charges imposed by the Association.

(b) Credit History. A comprehensive credit report will be obtained for each applicant. Applicants must have a minimum credit score of 650.

(c) Rental and Occupancy History. Lessee applicants must have no record of eviction, unlawful detainer action, or forcible entry and detainer proceeding within the five (5) years immediately preceding the date of application.

(d) Criminal Background. A criminal background check will be conducted on each applicant. The Board will evaluate any criminal history on an individualized basis, considering the nature and severity of the offense, the time elapsed since the conviction, and any evidence of rehabilitation. Convictions involving crimes of violence, sexual offenses, arson, fraud, or the possession, sale, manufacture, or distribution of controlled substances may constitute grounds for denial.

(e) Other Criteria. The social and moral desirability of the applicant and any other lawful and non-discriminatory criteria reasonably related to the applicant's suitability for residency in the community.

10.4 Required Documentation.

The Board may require each applicant to submit supporting documentation during the application process, including but not limited to:

(a) Identification: A valid United States government-issued photo identification for each applicant eighteen (18) years of age or older.

(b) Income Verification: Recent pay stubs, bank statements, W-2(s), or an employer verification letter.

(c) Vehicle Registration(s): Current vehicle registration documentation for all vehicles to be kept on the property.

10.5 Verification and Notice.

The Association reserves the right to verify all information provided by the applicant and to deny any sale, transfer, or occupancy based upon the applicant's failure to satisfy the foregoing criteria or upon the discovery of materially false or misleading information in the application. The applicant shall be provided written notice of the approval or denial.

10.6 Devise or Inheritance

If the surviving spouse or family member of the owner was residing with the owner at the time of death, that person may continue to occupy the unit. If the surviving spouse or family has succeeded to ownership, the ownership thereof shall be transferred by legal process. In all other devise or inheritance circumstances, continued ownership and/or occupancy shall be subject to Board approval.

10.7 Corporate and Entity Purchasers

If the purchaser or lessee is a corporation, partnership, LLC, or any other legal entity, the Board's approval shall be required, and any and all proposed occupants are subject to the application and approval procedure.

Article 11 – Assessments and Financial Obligations

11.1 Regular Assessments

The Board has the power to adopt the Association's budget, levy, and collect Assessments against each Unit Owner. Monthly assessments are due and payable on the first day of each month regardless of whether or not a written notice is sent or actually received.

11.2 Special Assessments

The Board may levy Special Assessments for unusual, non-recurring, or unbudgeted Common Expenses, which shall be due and payable as determined by the Board.

11.3 Pro-Rata Share

Each Unit Owner shall be assessed a pro-rata share of expenses based on the number of units in the Condominium. Common expenses and common surplus are divided equally between all Units.

11.4 Late Fees and Interest

The Association may charge interest up to eighteen percent (18%) per annum on all assessments unpaid for over ten (10) days after the due date. Late fees of up to the greater of 5% of the delinquent installment or \$25.00 (or a higher amount approved by the Board) shall apply. All payments are first applied to interest, then attorney's fees, then other charges, and then delinquent assessments.

11.5 Acceleration

If any assessment remains unpaid thirty (30) days after the due date, the Association may accelerate the due date of the entire unpaid balance of the Unit's annual assessment and all special assessments for the fiscal year.

11.6 Liens

The Association has a lien on each condominium parcel securing payment of past-due assessments, including interest, late fees, costs, and reasonable attorney's fees. The lien is perfected upon recording a Claim of Lien in the Public Records of Manatee County.

11.7 Demand for Rent from Tenant

If a unit owner is delinquent in paying any monetary obligation due to the Association, the Association may demand rent payments directly from the unit's tenant.

Article 12 – Insurance

12.1 Association Insurance

The Association shall maintain insurance as outlined by the Governing Documents or the Condominium Act.

12.2 Certificates of Insurance

It is the individual unit owner's responsibility to obtain the Association's certificate of insurance as needed for mortgage, refinancing, closing, or any other purpose. The Association does not provide insurance certificates directly to unit owners, mortgage companies, title agents, or other third parties. Instructions on how to obtain a certificate of insurance are available on the Insurance page of the Association's website.

Article 13 – Hurricane & Emergency Preparedness

13.1 Hurricane Preparations

In advance of a hurricane warning issued by the National Weather Service, all owners and occupants shall secure or remove all loose items from patios, balconies, yards, and limited common elements, including furniture, plants, decorations, and any items that could become projectiles in high winds. Failure to secure such items may result in liability for any resulting damage.

13.2 Hurricane Protection (Shutters and Impact Windows)

13.2.1 Statutory Authority. This rule is adopted pursuant to Florida Statute §718.113(5), which requires the Board of Directors to adopt hurricane protection specifications for each building within the Condominium. The installation, maintenance, repair, replacement, and operation of hurricane protection in accordance with this section does not constitute a material alteration or substantial addition to the common elements or Association property.

13.2.2 Application Requirements. Any unit owner desiring to install, replace, repair, or maintain hurricane shutters or hurricane impact windows must complete and submit the Association's **Architectural Modification Request Form** to the Board of Directors no fewer than thirty (30) days prior to the proposed commencement of work. The request must

include: (a) a copy of the installing contractor's current license and proof of insurance; (b) product specifications, including the Florida Building Code Product Approval Number or Miami-Dade County Notice of Acceptance (NOA); and (c) proof that all required building permits have been obtained.

13.2.3 Product Standards. All hurricane protection products must be approved under the Florida Building Code and bear a valid Product Approval Number or Miami-Dade County Notice of Acceptance (NOA). Shutters must be clear in color with white exterior frames. Impact windows must be consistent in appearance with the building's existing unified window/building scheme unless otherwise approved by the Board. The Board may adopt additional specifications regarding color, style, and other relevant factors as permitted by §718.113(5).

13.2.4 Approval. Pursuant to §718.113(5)(c), the Board shall not refuse to approve the installation or replacement of hurricane protection by a unit owner that conforms to the specifications adopted by the Board, provided the unit owner adheres to the existing unified building scheme regarding the external appearance of the Condominium.

13.2.5 Installation and Inspection. All hurricane protection products must be installed by a licensed and insured contractor. The contractor must obtain all required permits prior to commencing work. Upon completion, the owner must ensure a final inspection is performed by the local building authority to verify proper, code-compliant installation. A copy of the passed inspection must be provided to the Association.

13.2.6 Usage and Deployment. Hurricane shutters shall only be closed or engaged when a hurricane watch, tropical storm watch, or other severe weather threat has been issued for the Manatee County area. Shutters must be opened or removed within seven (7) days after the threat has passed. Shutters may not remain closed or engaged as a permanent or semi-permanent condition. The Board may operate hurricane protection without the permission of unit owners only if necessary to preserve and protect condominium property or Association property, as provided in §718.113(5)(b).

13.2.7 Board Review. If the Board of Directors, in its sole discretion, determines that review by the Association's engineer is necessary to confirm compliance with these specifications or applicable building codes, the requesting owner shall pay the estimated cost of such review prior to approval.

13.2.8 Owner Maintenance Obligations. The unit owner shall be solely responsible for the insurance, maintenance, repair, and replacement of all hurricane protection products installed by or on behalf of the owner. If damage to the building exterior or common elements results from the installation, maintenance, or failure to maintain the hurricane protection, the Association may perform necessary repairs and charge the responsible owner for all costs incurred. Unpaid charges constitute a lien against the unit and may be enforced through lien foreclosure in accordance with the Declaration and Florida law.

13.2.9 Liability. The unit owner shall be liable for any and all damage to the common elements, Association property, or property of other owners arising out of the construction, installation, maintenance, or removal of hurricane protection products.

13.3 Emergency Access

In the event of an emergency, including hurricanes, fires, floods, or structural failures, the Association and its agents may enter any unit as necessary to protect the common elements or other units, in accordance with Section 718.111(5), Florida Statutes.

Article 14 –Swimming Pool Rules

14.1 Pool Access

Only registered Shadybrook Village residents and their accompanied and registered guests are permitted to use the pool and pool area. The pool area is accessible by key only. Pool keys may be purchased at a cost of Fifty Dollars (\$50.00) per key, with a maximum of two (2) keys per household. Units with delinquent assessment accounts are not eligible to purchase pool keys, and any activated keys associated with delinquent

units will be deactivated until the account is brought into compliance.

NO LIFEGUARD IS ON DUTY. ALL PERSONS USE THE POOL AT THEIR OWN RISK.

14.2 Hours of Operation

The swimming pool is open daily from 9:00 AM until dusk. The pool will close during thunderstorms. Anyone caught climbing the fence, breaking into, or entering the pool area after hours may have their pool privileges suspended.

14.3 General Pool Rules

1. **NO LIFEGUARD IS ON DUTY. ALL PERSONS USE THE POOL AT THEIR OWN RISK.**
2. Do not open the pool gate for any person who does not have a key.
3. All persons must shower before entering the pool.
4. No diving, jumping into the pool, running in the pool area, or pushing or shoving anyone into the pool.
5. Proper swim attire is required. Street clothing, including shorts and t-shirts, may not be worn in the pool.
6. Children in diapers must wear swim diapers to enter the pool.
7. Long hair must be tied up or contained in a bathing cap.
8. No glass containers of any kind are permitted within the pool area.
9. **NO ALCOHOLIC BEVERAGES** are permitted in the pool area.
10. Music or television must not be audible beyond ten (10) feet.
11. Maximum pool occupancy is twenty (20) persons.
12. No pets are permitted in the pool or pool area at any time.
13. Pool furniture must be returned to its original position after use and shall not be removed from the pool area.

14. The pool may not be reserved for private use without prior Board approval.

14.4 Inexperienced and Non-Proficient Swimmers

For purposes of this rule, an inexperienced or non-proficient swimmer is any person who lacks basic water competency, defined as the ability to enter the water by jumping in, tread water, turn, and swim a distance of twenty-five (25) yards unassisted.

All inexperienced or non-proficient swimmers must be accompanied by a responsible proficient swimmer while in the pool area. The accompanying responsible proficient swimmer must provide direct, close supervision and remain within arm's reach of the inexperienced or non-proficient swimmer at all times while in the water.

Inexperienced or non-proficient swimmers shall wear a properly fitted U.S. Coast Guard-approved life jacket while in the water. Inflatable water wings, pool noodles, and similar flotation toys are not substitutes for an approved life jacket.

The Association assumes no responsibility for the safety of any swimmer. All persons use the pool at their own risk.

14.5 Trespassing & Vandalism

Any person found in the pool area who is not a resident or an accompanied guest will be trespassed from the property, and any pool keys in their possession will be confiscated. Any person caught vandalizing the pool or pool area will be prosecuted to the fullest extent permitted by law.

14.6 Drowning Facts.

According to the American Red Cross, every year in the United States, an estimated 4,000 die from unintentional drowning. That is an average of 11 drowning deaths per day. There are twice as many people who experience non-fatal drownings, at an average of 22 non-fatal drownings per day. Drowning is the number one cause of death for children ages 1 to 4 years. Drowning is the leading cause of death for children and adults with autism. Among children 5 to 14 years, drowning is the

second leading cause of unintentional injury death behind motor vehicle crashes.

Article 15 – Fines and Enforcement; Complaints

15.1 Duty to Comply

Each Unit Owner, family members, lessees, licensees, invitees, occupants, and guests shall comply with the Condominium Act, the Declaration, the Articles, the Bylaws, and these Rules and Regulations.

15.2 Fines

The Board has the authority to impose fines for rule infractions up to \$100 per infraction, not to exceed \$1,000.00 in the aggregate, unless a higher amount is permitted by Florida law and approved by the Board. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. No fine in the aggregate shall exceed the maximum amount permitted by law.

15.3 Suspension of Rights

If a unit owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, the Association may suspend the right of the unit owner (or unit's occupant, tenant, licensee, or invitee) to use common elements, common facilities, or any other Association property until the monetary obligation is paid. The suspension does not apply to elements necessary to access the unit, utility services, or parking spaces. The Association may also suspend voting rights.

15.4 Enforcement

The Association shall enforce the governing documents by any legal means. The Board may recover damages, obtain injunctive relief, impose fines, and/or suspend common element use rights. Owners shall be liable for the expense of any maintenance, repair, or replacement necessitated by the acts of the Owner, family members, guests, tenants, licensees, or occupants.

15.5 Attorney's Fees

In any legal proceeding arising from an alleged failure to comply with the governing documents, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees as awarded by the Court.

15.6 No Waiver

The failure of the Association or Management to enforce any right, provision, covenant, or condition shall not constitute a waiver of the right to enforce such provision in the future.

15.7 Complaints

Any complaint regarding a violation of these Rules and Regulations or the Governing Documents should be submitted in writing to the Board of Directors or Management. Anonymous complaints may be considered at the Board's discretion.

Article 16 – Meeting Decorum and Conduct

16.1 Authority. This Rule is adopted by the Board of Directors pursuant to the Declaration of Condominium, the Bylaws, and the authority vested in the Board under Chapter 718, Florida Statutes, including but not limited to Section 718.112(2)(c), Florida Statutes, which grants the Board the authority to adopt reasonable rules and regulations governing the conduct of meetings.

16.2 Purpose. The purpose of this Rule is to ensure that all meetings of the Association's membership and Board of Directors are conducted in an orderly, respectful, and productive manner, and that all attendees are afforded a reasonable opportunity to be heard.

16.3 General Standard of Conduct.

All persons attending any meeting of the Association's membership or Board of Directors shall conduct themselves with civility, decorum, and respect for all other attendees, the presiding officer(s), director(s), and the business of the Association. The following conduct is prohibited at all Association meetings:

- (a) Using profane, vulgar, threatening, or abusive language directed at any person;

- (b) Shouting, yelling, or speaking at an unreasonably loud volume;
- (c) Making personal attacks, insults, or derogatory remarks directed at any person;
- (d) Interrupting or speaking over any person who has been recognized by the presiding officer;
- (e) Engaging in disruptive, intimidating, or physically threatening behavior;
- (f) Refusing to yield the floor when directed to do so by the presiding officer; or
- (g) Any other conduct that materially disrupts or interferes with the orderly transaction of Association business.

16.4 Authority of the Presiding Officer.

The presiding officer of the meeting (the President, or in the President's absence, the Vice President or other designated director) shall have the authority to enforce this Rule and to maintain order during all Association meetings. The presiding officer may, in his or her discretion, call any attendee to order for conduct that violates this Rule.

16.5 Warning and Ejection Procedure.

- (a) **First Warning.** Upon an attendee's first violation of Section 16.3 of this Rule during a meeting, the presiding officer shall issue a verbal warning to the attendee, clearly stating that the attendee's conduct is in violation of this Rule and directing the attendee to cease the prohibited conduct. The warning shall be noted in the meeting minutes.
- (b) **Ejection.** If, after receiving a warning under paragraph (a) of this Section, the attendee continues to engage in conduct that violates Section 16.3, or engages in any new violation of Section 16.3 during the same meeting, the Board may, by majority vote of the directors present (or by the presiding officer acting alone if circumstances require immediate action to preserve order), direct the attendee to leave the meeting. The ejection and the

grounds therefor shall be noted in the meeting minutes.

- (c) **Refusal to Leave.** Any attendee who refuses to leave a meeting after being directed to do so under paragraph (b) of this Section may be considered a trespasser, and the Board may contact law enforcement for assistance in removing the individual from the meeting premises.
- (d) **Exception for Imminent Threat.** Notwithstanding the foregoing, the presiding officer may direct the immediate ejection of any attendee without a prior warning if the attendee's conduct constitutes an imminent threat to the safety of any person.

16.6 Unit Owner Comment.

Unit owners shall be afforded a reasonable opportunity to speak on designated agenda items at meetings of the membership and Board of Directors. In exercising this right, unit owners shall observe the following guidelines:

- (a) Unit owners shall confine their comments and remarks to the specific agenda item under discussion at the time they are recognized to speak;
- (b) Unit owners wishing to speak shall wait to be recognized by the presiding officer before addressing the meeting and shall not speak out of turn;
- (c) Unit owners shall not speak over, interrupt, or engage in side conversations while another person has the floor;
- (d) Unit owners shall address their comments to the presiding officer or the Board as a whole, and shall not direct comments personally at individual board members, other unit owners, or attendees in a confrontational manner;
- (e) The presiding officer may establish reasonable time limits for individual comments to ensure that all unit owners wishing to speak are afforded an opportunity to do so;

- (f) Unit owners shall yield the floor promptly when their allotted time has expired or when directed to do so by the presiding officer; and
- (g) Unit owners shall refrain from repeating comments or arguments that have already been made by themselves or others during the same agenda item, so as not to unduly delay the proceedings.

A unit owner's failure to comply with the guidelines set forth in this Section shall constitute a violation of Section 16.3 of this Rule and shall be subject to the warning and ejection procedures set forth in Section 16.5.

16.7 Members' Right to Speak.

Nothing in this Rule shall be construed to limit or abridge a unit owner's right to speak at meetings of the membership or Board of Directors with reference to all designated agenda items, as provided by Section 718.112(2)(c), Florida Statutes. This Rule is intended solely to ensure that such right is exercised in a manner that does not infringe upon the rights of other attendees or prevent the orderly conduct of Association business.

16.8 Limitations on Enforcement; Prohibition Against Abuse.

The authority granted under this Rule shall be exercised with restraint and in good faith, and shall not be used capriciously, frivolously, or for any improper purpose. Specifically:

- (a) This Rule shall not be invoked to silence, suppress, or retaliate against a unit owner for the content or viewpoint of their comments, including criticism of the Board, its members, management, or Association operations, so long as such comments are delivered in a civil manner and in compliance with Section 16.6;
- (b) Warnings and ejections shall be based solely on an attendee's conduct as described in Section 16.3, and not on the substance of the attendee's opinions, questions, or positions on Association matters;

- (c) This Rule shall be applied uniformly and even-handedly to all attendees, including members of the Board of Directors, and shall not be selectively enforced against any particular individual or group;
- (d) The presiding officer and the Board shall exercise reasonable judgment and restraint, and shall not issue warnings or direct ejections for minor, isolated, or inadvertent disruptions that do not materially interfere with the conduct of the meeting; and
- (e) Any unit owner who believes this Rule has been applied against them in a capricious, frivolous, retaliatory, or bad faith manner may raise such objection for the record, which objection shall be noted in the meeting minutes.

16.9 Roberts Rules of Order.

Roberts Rules of Order (latest edition) shall be applicable to and govern all association meetings when not in conflict with the declaration of condominium, the articles of incorporation and bylaws of the association, or rules, policies and procedures adopted from time to time by the board.

Article 17 – Clubhouse Rentals

17.1 Clubhouse Availability

The Shadybrook Village clubhouse is available for rental by residents in good standing for private events, subject to availability and Board or Management approval. Units with delinquent assessment accounts are not eligible to rent the clubhouse until the account is brought into compliance.

17.2 Rental Fee / Damage Deposit

There is no rental fee, but a refundable damage deposit in the amount of Two Hundred Dollars (\$200.00) is required and must be received by the Association prior to the event.

17.3 Rental Agreement Required

All clubhouse rentals require the completion and submission of the **Clubhouse Rental Agreement**, which is available on the Association's website. The completed Rental Agreement must be

submitted to the Board or Management for review and approval prior to the scheduled event. No event may be held in the clubhouse without an approved Rental Agreement on file.

17.4 General Clubhouse Rules

The resident who rents the clubhouse is responsible for the conduct of all guests and attendees and for any damage to the clubhouse or its furnishings. The clubhouse must be left in a clean and orderly condition. All events must comply with these Rules and Regulations. Additional terms and conditions, including damage deposit requirements, and policies, are set forth in the Clubhouse Rental Agreement, and incorporated herein as if fully set forth.

Article 18 – Miscellaneous Provisions

18.1 Severability

The invalidity or unenforceability of any section, sentence, clause, phrase, or word of these Rules and Regulations shall not affect the remaining portions thereof.

18.2 Conflicts

In the event of a conflict between these Rules and Regulations and the Association's governing documents or Florida law, the documents shall prevail in the following order: the Declaration, the Articles of Incorporation, the Bylaws, and these Rules and Regulations.

18.3 Interpretation

The Board of Directors is responsible for interpreting these Rules and Regulations and the governing documents of the Association. Such interpretation shall be binding upon all parties unless wholly unreasonable.

18.4 Gender Neutral Language

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the singular shall include the plural and vice versa.

18.5 Applicable Law

These Rules and Regulations shall be governed by the laws of the State of Florida, particularly the Condominium Act (Chapter 718, Florida Statutes).

18.6 Headings

The headings contained herein are for convenience of reference only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision of these Rules and Regulations.

18.7 Effective Date

These Rules and Regulations are effective as of the date adopted by the Board of Directors and shall remain in effect until amended or repealed and supersede all prior rules.

18.8 Amendment

These Rules and Regulations may be amended by the Board of Directors from time to time as the Board deems necessary for the proper operation, maintenance, and use of the Condominium property and units.

***[END OF RULES AND REGULATIONS
HANDBOOK]***