

Certificate prepared by and return to:
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CERTIFICATE OF RECORDING OF RULES AND REGULATIONS

The purpose of this Certificate is to record in their entirety the current Rules and Regulations that are attached hereto as Exhibit "E", which were adopted by the Board of Directors at its duly noticed and held meeting on April 19, 2018. The current Rules and Regulations supersede the Rules and Regulations that were attached as Exhibit "E" to the Amended and Restated Declaration of Condominium for Sorrento at the Colony, a Condominium, as recorded in Instrument #2015000064872, Public Records of Lee County, Florida. The original Declaration of Condominium for Sorrento at the Colony, a Condominium was recorded in O.R. Book 3416 at Page 2672 Public Records, Lee County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and the seal of the corporation.

THE SORRENTO AT THE COLONY
CONDOMINIUM ASSOCIATION, INC.
(SEAL)

Angelia Thompson
Print Name: Angelia Thompson
Dan Schinke
Print Name: DAN SCHINKE

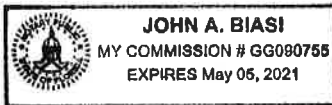
By: [Signature]
Robert Loomis
Its: President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20 day of JUNE, 2018, by Robert Loomis, as President of The Sorrento at the Colony Condominium Association, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produced _____ as identification.

(SEAL)

[Signature]
Notary Public
John A. Biasi
Printed Name of Notary Public
My Commission Expires: _____



Sorrento at The Colony

RULES AND REGULATIONS

EXHIBIT “E”

Rev: 041918

SORRENTO AT THE COLONY, A CONDOMINIUM

EXHIBIT "E"

RULES AND REGULATIONS

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SORRENTO AT THE COLONY, A CONDOMINIUM

EXHIBIT "E"

RULES AND REGULATIONS

INTRODUCTION

The purpose of these Rules and Regulations is to maintain Sorrento as a pleasant and quality Residential community. These Rules & Regulations are also located on the Sorrento at The Colony Website, www.sorrentoatthecolony.org.

These Rules and Regulations shall apply equally to Owners, their families, guests, staff, invitees and lessees.

The Board of Directors of the Association may impose a fine for each violation of these Rules and Regulations or of the Condominium Documents.

These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium property. Reference should be made to the Condominium and Master Associations' documents.

A. GENERAL RULES

1. SMOKING

Sorrento is a non-smoking building. Smoking is prohibited in all common elements of the Sorrento property, including but not necessarily limited to the pool area, social room, billiard room, exercise room, hallways, guest suites, garage, lobby, etc. Smoking is allowed in the privacy of the Owners/tenants' units. Unit owners/tenants and their guests can smoke on their balconies but must dispose of the cigarette, cigar, etc. within their own unit and not discard them over the balcony rail. This would constitute a fire hazard.

2. VEHICLES

Passenger automobiles, sport/utility vehicles, mini-trucks, vans, golf carts and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Certain Limited Common Element parking spaces are assigned, and no Owner or occupant may park more than one (1) vehicle in the limited common element space.

- a. Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers are prohibited on the Condominium Property.
- b. Bicycles and mopeds shall be parked only in the bike storage areas or as may otherwise be designated by the Board of Directors.
- c. Vehicle maintenance, except car washing and polishing in the designated area, is not permitted on the Condominium Property.
- d. All vehicles must be currently licensed and no inoperable, leaking, or otherwise unsightly vehicles may be kept on Condominium Property. Failure to remove said vehicles within 30 business days of notification from the Board of Directors will result in a \$20 per day charge to the Owner.

- e. Commercial vehicles, including delivery vehicles and moving vans, are allowed to park in designated areas only while engaged in the performance of installation, repairs and/or deliveries on behalf of the Association, its unit owners, tenants and guests.
- f. Keys must be left with the manager for all vehicles left on the Condominium property when the Owner(s) are not in residence.
- g. Courtesy outlets in the garage are not to be used for charging electric vehicles. Trickle chargers for gasoline operated vehicles are permitted.

3. RECREATIONAL FACILITIES

Recreational facilities will be used in such a manner as to respect the rights of others, and the Board of Directors may regulate duration of use, hours of opening and closing and schedule their use.

4. BUILDING – EXTERIOR AND COMMON ELEMENTS

- a. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Board of Directors.
- b. To maintain harmony of exterior appearance, 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.
 - i. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors.
 - ii. Balcony tile and floor covering material must be approved by the Board of Directors.
- c. All Common Elements inside and outside the buildings, including specifically but not necessarily limited to residential hallways, parking garage, pool area, social room, fitness room, billiard room and storage rooms, 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. The only exception to this rule is Holiday door decorations no larger than 24 inches in diameter which may be displayed from December 1 – January 6. Such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests or family members.
- d. Lawns, shrubbery or other exterior plantings shall not be altered, moved, or added to without permission of the Association.
- e. Laundry, bathing apparel, beach and pool accessories shall not be maintained outside of the Units or Limited Common Elements (balconies and terraces), and such apparel and accessories shall not be exposed to view.
- f. No nuisance of any kind shall be maintained upon the Condominium property.
- g. 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 his/her 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.

5. PETS

- a. One (1) dog, no more than 15 inches tall at the shoulder at maturity, or two (2) cats, or one dog and one cat shall be permitted.
- b. Pit Bull breed dogs, snakes or other reptiles, spiders or livestock of any description are not allowed.
- c. An owner or tenant may keep a pet that is otherwise prohibited, but only to the extent required under Florida or Federal law.

- d. Other non-exotic, quiet and inoffensive household pets, not being kept or raised for commercial purposes such as birds (excluding Parrots) and tropical fish may be allowed at the discretion of the Board of Directors under conditions established by the Board of Directors.
- e. Pets, as noted in 5a., 5c., and 5d. above are permitted upon the following conditions:
 - i. All pets must be registered, including a photo of the pet, with the Manager's office.
 - ii. For 5d. above, the pet owner must submit a written request to the Board of Directors describing the pet/pets in question.
 - iii. No pets shall be permitted in the pool area, leashed or unleashed.
 - iv. Pets are not allowed in any common area of the building other than the elevator lobbies, the ground floor entrances and exits, and the garage. The Common Elements include: the pool area, terrace level grass area, social room, billiards room, guests rooms, and fitness room. In addition, Owners must not linger in the ground lobby area with pets.
 - v. Someone with a pet does not necessarily have the right of way; he or she must yield to those without a pet. Example:
 - (1) When entering an elevator with a pet, one must ask occupants if they would prefer to ride without the pet. If they do, the pet walker must exit the elevator and wait for the next one.
 - (2) A person with a pet who is the first in the elevator does not have to exit the elevator if approached by someone who does not wish to ride with a pet. The latter person must wait for the next elevator.
 - vi. Pets shall be under hand-held leash while using or playing on Sorrento Common Element property.
 - vii. Messes made by pets must be removed by Owners or handlers immediately. The Board of Directors shall designate the portions of the property which shall be used to accommodate the reasonable requirements of Owners who keep pets.
 - viii. If a pet becomes aggressive, it is the responsibility of its Owner to ensure the pet does not bother any other resident or pet. It may be necessary to move a pet to an area where there is no other resident or pet present. A pet Owner is responsible for the pet's behavior, and must be in control of it at all times. Pets that are vicious and threaten or bite anyone or another pet must be removed from the Condominium property within three (3) days after delivery of a letter from the Manager or his/her agent. Penalties for failure to remove a pet within three (3) days are at the discretion of the Board of Directors.
 - ix. Pets that are noisy, a nuisance or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or creates an unreasonable disturbance, written notice shall be given to the Owner or other person responsible for the pet. The owner or other person responsible for the pet must correct the unacceptable behavior within two (2) weeks. If not corrected, the pet must be removed from the Condominium Property within three (3) days after delivery of a second written notice of unacceptable pet behavior from the Manager or his/her agent.
 - x. Tenants are allowed to have pets under the same limitations and restrictions as Owners.
 - xi. Guests are not permitted to have pets.

6. GUESTS AND RENTERS/LESSEES

- a. 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 Unit. This includes renters but excludes house guests when the Owner is in residence.
- b. No Unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a Unit overnight than the number of bedrooms times two, plus two.

7. TRASH

Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units. Specifically, trash placed in the trash chutes must be disposed of as noted on the instructions of the trash chute. The trash chute equipment provides for the disposal of all general trash. Food and vegetable scraps are to be disposed of in the individual residence garbage disposals. Bulky items must be carried down to the trash room on the lower garage level.

8. KEYS

The Association shall retain a pass key to the Units, and the Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right of access to the Units. 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.

9. CHILDREN

Children shall be under the direct control of a responsible adult. Children under the age of 12 may not use the pool unless accompanied by an adult, nor shall they be permitted to run, or act boisterously on the Condominium Property. The use of skateboards and loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Manager.

10. NOISE

Loud and disturbing noises are prohibited. All radios, cell phones, televisions, compact disc players, 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 10:00 PM. or before 9:00 AM. To prevent scraping of furniture on tile, marble, stone, or hardwood floors, felt pads must be put on the bottom of furniture legs excluding those with rollers.

11. DELIVERIES

Deliveries (including move-in/move-out) must be coordinated with the Manager prior to delivery date. Deliveries may be scheduled Monday through Friday, between 8 AM and 4 PM. After hours deliveries are only at the discretion of the Manager. Carriers are limited to 40 foot trailers maximum. Deliveries must be made to the designated access door into the building. Moving vans and trucks used for this purpose shall only remain on Condominium Property when actually in use.

12. OFFICE HOURS

The Manager's office is open Monday through Friday, excluding designated holidays. Hours of operation are posted in a prominent location.

13. PROHIBITED PRACTICES

Illegal and discriminatory practices are prohibited.

14. PRIVATE WORK BY STAFF

Condominium and management staff are not permitted to do private work for Owners or their families, tenants or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty. Conversely, if the staff has excess time, they are encouraged to provide minor assistance to Owners as part of the Condominium Assessments.

15. REMOVAL OF FURNISHINGS, ETC. FROM UNSHUTTERED LANAIS

When closing their units for the season, Unit Owners must remove everything, including, but not necessarily limited to furniture, plants, and decorations from all east facing lanais. Ceiling fans are never permitted on east facing lanais. If west facing lanais are not protected by hurricane shutters, said Unit Owner(s) must remove everything, including but not necessarily limited to ceiling fans, furniture, decorations, plants, and rugs from these lanais. Failure to remove said personal property will result in a minimum \$200 charge to the Owner should Condominium staff be required to remove lanai furnishings and/or fans.

B. POOL, SOCIAL ROOM, FITNESS CENTER, GRILLS AND BILLIARDS ROOM

1. POOL

- a. No glass of any kind shall be permitted in the pool area. Any liquid refreshments consumed near the pool area shall be in paper, plastic or metal containers.
- b. Children shall be under the direct control of a responsible adult. Children under the age of 12 may not use the pool unless accompanied by an adult, nor shall they be permitted to run or act boisterously on Condominium Property.
- c. Children must be properly attired when using the pool, i.e. waterproof diapers.
- d. No large inflatable pool devices are to be used in the pool.
- e. Proper attire (swimsuit cover-up, shoes or sandals) must be worn in all interior common elements.
- f. Swimming is not permitted outside of posted pool hours, as mandated by Florida law.

2. SOCIAL ROOM

- a. The social room is available for individual Owners at no charge. Reservations for using the social room must be made through the Manager's office. Requests for reservations will be handled on a first come, first serve basis. Cancellation notice must be given to the office forty-eight (48) hours in advance of reservation date.
- b. Owners must clean the social room within twenty-four (24) hours of their use of the room, preferably the same day especially on weekends. If the room is not properly cleaned, the Owners will be charged the cost of the clean-up.
- c. Owners must report any damage to the Manager.

3. FITNESS CENTER

No person under the age of 16 may use the fitness center unless accompanied by a supervising adult. Exercise equipment in the fitness center must be cleaned with sanitizing spray/wipes and returned to its proper location after use.

4. GRILLS

- a. Use of the barbeque grills shall only be allowed in areas designated as safe and appropriate by the Board of Directors.
- b. No cooking or other use of barbeque grills of any kind is allowed on the balconies.

5. BILLIARDS ROOM

No person under the age of 14 may use the billiards room unless accompanied by a supervising adult.

C. GUEST SUITES

1. Guest suites are part of the Common Elements and are for the use and the convenience of Owners and their guests while the host Owner is in residence. The guest suites are not for extended use or for public use. The maximum number of guests per suite is four (4).
2. Reservations should be made through the Manager's Office.
3. Requests for reservations will be handled on a first come, first serve basis; however, both suites may not be reserved by one Owner, unless no other requests are received for the same dates. Also, to assure that all Owners have fair and equitable access to the suites for their guests, any one Owner is limited to two consecutive uses, and to a maximum of three uses

per calendar year, unless the manager determines that demand for the guest suites allows otherwise to best accommodate the needs of all Owners. The guest suites may be booked up to a maximum of six (6) months in advance. At the time of making the reservation, the Owner will be required to provide a maximum three-day deposit (reservations for three (3) days or less will require payment in full). During the busy Holiday periods of Thanksgiving, Christmas and Easter a "lottery" system has been established to give all interested Owners an equal opportunity to reserve one guest suite. The particulars of the "lottery" are contained in the Sorrento Guest Suite Policy Statement. The "lottery" will be held ninety (90) days prior to the holiday date.

4. The maximum stay for guests is seven days, unless an extension has been specifically authorized by the manager.
5. The guest suite use fee will be the current rate as determined by the Board of Directors, plus applicable taxes.
6. Notice of Cancellation must be made to the Manager at least thirty (30) days in advance of the reservation date. Upon timely cancellation, the deposit will be returned. If such cancellation notice is not received thirty (30) days in advance the deposit will be forfeited. Sudden illness and travel disruptions will be taken into consideration.
7. Guests may register and pick up keys at the office after 3:00 PM. Check-out time is 11:00 AM. A registration form will be available in the office at the time of check-in requesting the guest's name, address, telephone number and vehicle registration.
8. Maid service will be provided daily unless otherwise requested. There is no maid service on Saturday or Sunday.
9. Long distance calls outside the contiguous United States and Canada from the guest suite telephone may only be made by credit card or by reversing the charges.
10. The host Owner will be responsible for any damage to the guest suite or to other Association Property caused by the guest, as well as for the guest's compliance with all applicable Condominium Rules and Regulations. A summary of the Rules and Regulations will be available in the guest suite.
11. After the guests departure, a billing statement will be forwarded to the host Owner for the remainder of the charges due.
12. The guest suites are part of the Common Elements of the Association and therefore subject to Florida law which prohibits smoking in the interiors of these areas.

D. LEASES

1. Units may not be rented for periods of less than thirty (30) consecutive days nor more than three (3) times a year.
2. The tenants and guests (except when Owners are in residence) must sign a document to be prepared by the Manager and approved by the Board of Directors in which the tenants and guests:
 - a. Acknowledge receipt of a copy of the Condominium Documents and Rules and Regulations.
 - b. Confirm that they have read the Condominium Documents and Rules and Regulations.
 - c. State that they have read the Condominium Documents and Rules and Regulations and have no questions about them, and
 - d. Agree to abide by each provision of the Condominium Documents and Rules and Regulations.
3. No unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a unit overnight than the number of bedrooms times two, plus two.

4. The Sorrento's Declaration of Condominium, Section 13, LEASING OF UNITS, provides full detail of the procedure required in the leasing of Units. This procedure includes, but is not limited to:
 - a. An Owner must provide the Board of Directors with written notice of intention to lease the Unit at least fifteen (15) days prior to the first occupancy, together with the name of the proposed Lessee, a fully executed copy of the proposed lease, a properly completed application to lease form, processing fee and such other information as the Board of Directors may reasonably require. The application to lease form authorizes the Board of Directors to obtain a background check of the proposed lessee(s).
 - b. After the required application and all attendant information requested, including background check report, have been received by the Board of Directors, the Board of Directors shall have fifteen (15) days in which to approve or disapprove the proposed lease.

E. UNIT SALES AND REALTORS

1. The Unit Owner must provide the Manager's office with the realtor's contact information and a copy of the completed Brokerage Relationship Disclosure Agreement. Pelican Landing Community Association also requires registration of unit listings with their administrative office.
2. No signs or banners shall be placed on, or exhibited from, any unit, Common Element or Limited Common Element without the prior written approval of the Association.
3. **OPEN HOUSES:**
 - a. The Sorrento property Manager must be advised of the open house dates and hours on the Wednesday preceding.
 - b. The realtor must be on site and in the Unit at the Sorrento during the scheduled open house hours.
 - c. An Information marquee must be placed inside the lobby entrance (but visible from the outside) indicating the Unit Number(s) being shown for the open house and the realtor(s) phone number(s).
 - d. The realtor must meet the client(s) in the lobby and must accompany them to and from the Unit(s) to be shown. Clients are not allowed on any floor or Common Elements unaccompanied.
 - e. Realtors are reminded that during Hurricane Season the Board of Directors require all fans and furniture from unprotected lanais and porches be kept inside of the Unit. Any furniture moved to these areas for showings must be returned inside.
 - f. Water is turned off to unoccupied Units. Public restrooms are located on the lobby level outside of the exercise room.
4. The Sorrento's Declaration of Condominium, Section 14, TRANSFER OF OWNERSHIP OF UNITS provides full detail to the procedure required in the sale of Units. This procedure includes, but is not limited to:
 - a. A Unit Owner intending to sell the Unit must provide the Board of Directors with written notice of intention to sell the Unit at least thirty (30) days before the intended closing date together with the name and address of the proposed purchaser, a copy of the executed sales contract, a properly completed application to purchase, processing fee and such other information as the Board of Directors may reasonably require. The application to purchase authorizes the Board of Directors to obtain a background check of the proposed Purchaser(s).
 - b. Within 20 days after receipt of the required notice and all attendant information requested, including background check report, the Board shall approve or disapprove the sale. If the transfer is approved, the approval shall be stated in a Certificate of Approval executed by an Officer in recordable form and delivered to the purchaser.

- c. Applications to purchase a Unit received from an existing Sorrento Unit Owner(s) must be accompanied by a transfer fee as approved by the Board of Directors in lieu of the application fee.

F. HURRICANE SHUTTERS

1. Hurricane Shutters have been designed and specified by the developer for all balconies appurtenant to condominium residences. These shutters meet or exceed standards set forth in the Standard Building Code (applicable to the county) for buildings in the coastal zone and in excess of 60 feet in height and are the only approved application for hurricane protection. A copy of these specifications is maintained by the Manager. Non-balcony Condominium residence windows are a special architect approved laminated glass and have been designed and installed to meet or exceed the wind load and windborne debris impact standards of the hurricane shutters. Consequently, such windows in the condominium residences, as built, meet or exceed the requirements of the applicable building code for hurricane protection. For this reason and for the purpose of preserving the aesthetic appearance of the building, hurricane shutters shall not be installed on non-balcony windows in the Condominium residences. If such non-balcony windows in the Condominium residences are replaced, they must be replaced with laminated architectural glass equal to or exceeding the specifications of the original glass and compliant with the applicable building code.
2. The materials, equipment, installation and construction used shall conform in all respects to the requirements of construction established by the Village of Estero related to hurricane shutter wind load requirements. A building permit must be issued by the Village of Estero and must be obtained prior to the beginning of shutter installation.
3. Hurricane shutters are required to meet approved specifications as referenced in Section 08667 Roll-a-way Storm and Security Shutter Product Specifications Engineering by D. L. Fowler, Professional Engineer, FL License No. PE005458, submitted to the developer (WCI) and the building structural engineer (Walter P. Moore & Associates). The specifications, along with the approved engineering drawings, are on file at the Sorrento Association Office.
 - a. Type of Shutter Approved
 - i. Rolldown – Balconies facing West
 - ii. Accordion – 01 and 04 balconies facing East
 - b. Color and composition approved: Rolldown
 - i. Shutters shall be white PVC or aluminum to match existing.
 - ii. Framing shall be bronze to match existing balcony railings.
 - c. Color approved: Accordion
 - i. Shutters shall be bronze to match existing balcony railings.
 - ii. Framing shall be bronze to match existing balcony railings.
4. The installation of hurricane shutters and like kind replacements thereof is prohibited, except as approved by the Sorrento Board of Directors.
5. Any Unit Owner desiring to install hurricane shutters shall apply to the Association by completing a “Unit Owner Application for Hurricane Shutters Installation” (Form available in Manager’s office).

G. DECORATORS, CONTRACTORS AND SUB-CONTRACTORS

1. Repair, construction, decorating or re-modeling work shall be done only Monday through Friday for 8:00 AM to 4:00 PM, and all parties must comply with the rules set forth herein.
2. Major construction projects within Units that are reasonably expected to cause undue burden or noise to residents of other Units may be performed only at times approved by the

Board of Directors and in coordination with the Manager. Such work generally is prohibited during the period from December 15 through March 15.

The following list identifies some, though not necessarily all, of the types of activities generally permitted during the restricted time period: painting; wall papering; cabinet re-facing; and installation of appliances, plumbing fixtures, and window treatments; and matters constituting an emergency or otherwise requiring immediate attention. Specifically, the installation of hurricane shutters also is permitted during this time because of safety considerations.

The following list identifies some, though not necessarily all, of the types of activities generally prohibited during the restricted time period: demolition of walls; replacement of cabinets; and installation of tile, carpet or hardwood flooring.

3. All construction tentatively planned for the period from December 15 through March 15 must be reviewed and pre-approved by the Manager prior to contracting to ensure it will not cause undue burden and noise.
4. The Unit Owner must pre-register with the Manager and provide the name, address, telephone number and email or 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.
5. Unit Owners must ensure that their representative is available for questions and consultations during the work process.
6. The contractor and all sub-contractors must have Type "B" licenses in Lee County and submit proof of same for the Manager's file.
7. Prior to authorization for access, the contractors and all sub-contractors must produce from their insurance carriers a Certificate of Insurance of General Liability of no less than \$250,000 per occurrence and no less the \$500,000 aggregate and provide proof of Worker's Compensation coverage for the Manager's file.
8. All vehicles and construction personnel are allowed to enter the building only at locations approved by the Board of Directors. They will register at the office, unless the Manager makes other arrangements.
9. Workers will be allowed to unload their materials and equipment in the North parking area. A passenger elevator will be designated for use as a service elevator for purposes of transporting materials.
10. After unloading, workers must park their vehicles in the designated outside service parking or other areas as specified by the Manager or staff.
11. Work preparations will not be allowed in the garage, i.e. mixing of paints, mud, grout, etc.
12. The trash chute is not to be used, nor is any trash to be left in units or hallways. The manager or staff will provide information on disposal of trash.
13. All trash and debris shall be hauled away by the workers on a daily basis unless a dumpster is specifically designated for their use.
14. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Check with the Manager or staff for location of cleaning area.
15. Sub-contractors must supply their own carts and are not to use carts owned by the Association.
16. Breaks and lunches, if taken inside the building, should be confined to the Owner's unit.
17. No radios will be allowed in the building unless used with headphones.
18. Access to the individual Units must be coordinated through the Owner, decorator or other designee.
19. Do not tamper with or hang extension cords from any of the sprinkler heads.
20. Unit smoke alarms are to be left in place. They are to be properly protected during interior finish work which generates heavy airborne particles, i.e. sanding and painting.
21. Workers are not to wander around in areas other than the specific area or Unit they are assigned to.

22. **FLOORING SPECIFICATIONS:**
Each Unit Owner who elects to install in any portion of his/her Unit hard surface flooring materials (i.e. tile, marble, wood) shall first be required to install an approved sound underlayment material equivalent to Proflex 90 or greater and perimeter sound isolation material installed in accordance with the procedures set forth by the Board of Directors which are available from the Manager. Each Unit Owner is required to submit for approval to the Manager the proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. Installation procedures shall meet or exceed the specifications set forth by the Board of Directors. A copy of these procedures is available in the Manager's office.
23. Unit Owners are responsible for his/her decorators, contractors and sub-contractors actions and inactions while on the Sorrento premises, in The Colony and in Pelican Landing. Decorators, contractors and sub-contractors are on the premises at their own risk and agree to indemnify and hold harmless the Condominium Association, Master Associations and Lennar/WCI for any liability or damages which might arise in connection with their activities on the Sorrento premises, in The Colony or in Pelican Landing.
24. Should a decorator, contractor or sub-contractor discover a defect in the Unit, he/she must notify the Manager immediately so the defect may be verified and corrected prior to doing any work which might be impacted by the defect.
25. Smoking, while discouraged, will only be allowed in the individual Units with the Unit Owners permission.
26. Activities will be monitored during the day. When a contractor or their firm is deemed to be in violation of or noncompliant with these rules and regulations a deposit of 10% of the construction project costs will be required to be paid to the Condominium Association before said contractor or their firm may resume work in the building. Upon successful compliant completion of the project said deposit will be returned. Failure to pay the deposit will result in the contractor or their firm being barred from the building. The Manager should be contacted if there are any questions.
27. **PERMITS:**
Prior to work commencing in their Unit, Unit Owners must submit to the Manager's office all legally required Village of Estero building and safety permits.

H. RULES FOR COMMITTEE AND OTHER MEETINGS

1. COMMITTEES

- a. Committees shall be appointed annually by the Board of Directors and supplemented as necessary from a list of volunteers.
- b. The Chair of the Committee shall be elected by a majority vote of the Committee members where a quorum is present.
- c. The Committee shall elect or appoint a Secretary.
- d. Both the Chair and Secretary shall serve, if willing, until the next Committee is appointed by the Board of Directors.
- e. Where one or more co-owners of a Unit are appointed to the same committee, the following rules shall be effect:
 - i. The presence of one, any, or all co-owners of a Unit shall count as one person for purposes of determining a quorum, and
 - ii. All co-owners of a Unit shall be entitled to one vote collectively on any issue before the committee.

2. OWNERS' RIGHT TO PARTICIPATE

Owners' rights in regard to participation in meetings of the Board of Directors or any Committee authorized to take action on behalf of the Board of Directors are as follows:

a. The Right to Speak

- i. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board of Directors.
- ii. 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 or the By-laws.
- iii. After each motion is made and seconded by the Board members, the meeting Chair will permit Owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.
- iv. Owner participation will not be permitted after reports of Officers or Committees unless a motion is made to act upon the report, or the Chair determines that it is appropriate or is in the best interest of the Association.
- v. An Owner wishing to speak must first raise his or her hand and wait to be recognized by the chair.
- vi. While an Owner is speaking, he or she must address only the Chair, no one else is permitted to speak at this time.
- vii. An Owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.
- viii. The Chair may by asking if there be any objection and hearing none, permit an Owner to speak for longer than three (3) minutes 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 of Directors.
- ix. The Chair will have the sole authority and responsibility to see that all Owner participation is relevant to the subject or motion on the floor.

b. The right to Video or Audiotape

- i. The audio and video equipment which Owner(s) are authorized to utilize at any such meeting must not produce distracting sound or light emissions.
- ii. Audio or 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 of Directors or the Committee.
- iii. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
- iv. At least 24 hours advance written notice shall be given to the Board of Directors by any Owner desiring to utilize any audio and/or video equipment to record a meeting.

c. Notices

- i. All notices of Membership, Board of Directors and Committee meetings at which Owners are entitled to participate will be posted in a conspicuous location.