

HARBOUR VILLA RULES AND REGULATIONS

A substantial revision of the Rules and Regulations for the Bay Point Harbour Villas

The following use restrictions, as they may be amended from time to time by the Board of Directors, shall govern the use of the Condominium Property and the conduct of the Unit Owners and, their respective Family members, Tenants, Guests, Invitees and all Unit Occupants. All referenced in these Rules and Regulations is intended to include Unit Owners, their Family members, Tenants, Guests, Invitees, and all Unit Occupants, unless the context indicates otherwise. The Rules and Regulations are written and adopted for the safety, security and welfare of all and for protection the common elements reducing costs incurred to the Ownership from potential damages to common elements and/or neighboring units.

Owner's Storage Closets Rentals- Any electrical outlet in a storage closet is not to be used. Refrigerators and freezers or any electrical items shall not be allowed to be operated in any storage closet. Only LED light bulbs are allowed to be used in the provided light socket in each closet. No flammable, combustible or hazardous materials shall be allowed to be stored in a closet. This includes but is not limited to: paint, aerosol cans and propane tanks. Contents shall be organized in such a manner that the closet door can be easily opened, and contents are easily accessible. Locks shall not be replaced or changed and keys shall be held by the association in order to conduct periodic inspections. Any violation of the rules may result in a fine and the closet renter could lose the ability to continue to rent the unit. Each closet renter shall be required to sign an annual lease agreement.

Sidewalks, Courtyard Entryways and Common Elements- The streets, sidewalks, walkways, entrances, and stairs shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units, nor shall any carriages, scooters, golf carts, bicycles, wagons, swings, shopping carts, chairs, benches, tables, garbage cans, supplies, containers, rugs, shoes, personal items or any other object of a similar type and nature be left therein or thereon **except those items specifically allowed by rule**. No linens, cloths, clothing, curtain, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, or entry ways, or exposed on any part of the limited common elements or common elements. The limited common elements and the common elements shall be kept free and clear of refuse, debris and other unsightly material. No person shall allow anything whatsoever to fall from the windows, walkways, entry ways, or doors of the premises, nor sweep or throw any dirt, waste or other substances out of the unit or on the common elements of the Condominium

Items on courtyard entryways- Outdoor furniture is allowed. The entire single allowed suite of furniture per unit shall not be greater than 6 feet in combined length per unit and extending no more than 3 feet from exterior wall adjacent to the unit. **Acceptable items include: 1 table up to 3 feet in diameter and up to 2 chairs. Furniture shall be made of a metal, wood or heavy composite material.** Glass or plastic furniture shall not be allowed. No folding chairs, "lawn chairs" or folding tables shall be kept permanently in walkways or courtyard elements. Furniture shall be placed near wall as to not obstruct access and egress to the unit and to comply with state and local fire code. Furniture shall not come in contact with walls as to not damage paint. A single door mat per entry door will be allowed not larger than 30"x20". No decorative items or other items shall be allowed other than items placed on table. No storage of any other items shall be allowed.

Owner installed decks and patios- Decks made of wood are susceptible to rot and termite damage and are the sole responsibility of the owner to maintain. Decks and patios shall be maintained by the owners even if constructed by their predecessor in title. Decks and patios that are not maintained or that have fallen into disrepair or incorrectly installed shall be removed at the Association's discretion. Any costs incurred in the removal or repair of decks shall be charged to the unit owner to which the deck or patio is

attached . Any costs of repairs from damages incurred to building structure from deferred maintenance or incorrect installations of aforementioned decks shall also be charged to the unit owner pursuant to the governing documents.

Owner installed deck or patio construction- Decks and patios shall be approved by the Board of Directors, wood decks shall be built above the soil grade The tops of decks and patios shall be built below the concrete sill of the foundation slab of the buildings so that water intrusions do not occur above the sill. Decks shall be constructed of termite resistant materials and the soil beneath maintained (treated) annually for termites. Concrete and pavers patios shall be allowed. All unit owners shall submit a design drawing or plan for decks or patios with dimensions and colors in brown or gray tones and shall be approved by the Association before commencing construction.

Lighting on owner installed decks and patios- Lighting on owner installed decks and patios shall be allowed only with Association approval. All lighting installations shall be approved by the Association and be installed by a Florida Licensed Electrician contracted by the owner. The part number for standard light fixture allowed shall be provided upon approval. Temporary lighting of any kind shall not be allowed in any limited common element or common element. This includes but is not limited to: corded string lights and Christmas lights

Furniture Items permitted on owner installed decks or patios- Tables and chairs allowed and must be made of metal, wood or heavy composite material. Plastic or Glass furniture items shall not be allowed. A single table, up to 4 chairs and 1 umbrella per 150 square feet of deck area. Free standing outdoor canvas or "Sunbrella™" material umbrellas with poles in a non-permanently attached heavy sand or water filled base are allowed but umbrellas must be stowed when not in use. Potted plants are allowed but must be in a pot and dimensionally large enough (minimum 12" in height) to not become projectiles during weather events. Each deck shall be limited to (6) potted plants in the permitted large 12" pot size. No folding chairs or "lawn chairs" or folding tables shall be kept permanently on the decks or patios.

Items in Decks, Patios and Landscaping- No other items of any kind, unless permitted by rule, shall be permanently placed on decks and no items of any kind shall be placed in landscaped common element areas. This includes but it not limited to: Decorations, Bird Feeders, Wind Chimes, Statues, Water Features, Signs, Storage Lockers, Dock Boxes and Coolers. No speakers or sound emitting device shall be installed or used on decks or patios. Personal property of any kind shall not be stored outside units **other than items permitted by rule.**

Bicycles- Bicycles shall be stored in the provided bicycle racks in the parking lot. Bicycles shall not be stored in any other exterior common element. Bicycles shall not be stored under poorly fitted covers or tarps and shall be kept in racks in a tidy fashion. Damaged, disabled or rusty bicycles shall be discarded without notice.

Window treatments and window exteriors- All windows should be free of obstructions. Only curtains, blinds and drapes are allowed for window treatments lined in color tones of white, gray or beige.

Trash and refuse- Refuse and garbage shall be deposited only inside the provided trash receptacles. All household food waste garbage must be bagged. Cardboard boxes shall be broken down and placed inside the available trash receptacles.

Nuisance- No unit owners shall make or permit any disturbing noises by themselves, their family, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. All unit inhabitants shall refrain from excessive sound levels or to operate a phonograph, television, radio or musical instrument or other device in such a manner as to unreasonably disturb or annoy other occupants of the Condominium. No speakers or sound emitting device shall be installed or used in the common elements

Smoking and Secondhand smoke- Cigarette or cigar smoking shall not be permitted in exterior common elements for the health and safety of others. Common Elements shall include all exterior elements including Owners decks and patios.

Pets and care of pets- Domesticated household pets, such as dogs, or cats may be kept in each Unit by the owner or owners of the Units thereof, provided said pet: is not kept, bred, or maintained for any commercial purpose; is not or does not become a nuisance or annoyance to neighbors; is not left unattended on porches; and is carried, or walked on a leash at all times when on the Common Elements and/or Association Property. The right to keep said pet is a license and not a right and shall be subject to reasonable rules promulgated by the Board of Directors, including without limitation, rules regarding the size, weight, height and permissible breeds of said pet. Neither the Association, nor its Board of Directors shall be liable for any personal injury, death or property damage resulting from a violation of this Section or the rules promulgated by the Board of Directors. Any occupant of any Unit committing such violation shall fully indemnify and hold harmless the Board of Directors, each Unit Owner and the Association in such regard. Except as provided herein, no other animals, livestock, poultry, reptiles, wildlife or other exotic pet shall be kept in or on the Condominium Property (including Units). Violation of the provisions of this Section shall entitle the Association to all of its rights and remedies, including, but not limited to: the right of the Board of Directors to require any pet to be permanently removed from the Condominium Property. No more than 3 pets are allowed per unit and shall be registered with the Harbour Villas Association. All pet waste shall be collected immediately by the pet owner.

Signs and decorations- No sign, advertisement, decoration or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the limited common elements or common elements including entry doors by any unit owner or occupant. Pursuant to FL Statue 718 Any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags.

Attaching of items to building exterior or common elements - Attaching or affixing items to the building exteriors (whether through drilling, nails, screws, or otherwise) are not permitted in any portions of the building (including but not limited to concrete, masonry, block, stucco, siding, fascia, soffits, windows, window frames, doors, door frames, and the like) as to not compromise the structural, waterproof integrity or warranties of the building exterior. No awnings or other projections shall be attached to the exterior of the Unit. Any damages to the building arising from drilling or attaching any adornments shall result in the owner being financially liable for the cost of repairs in addition to applicable fines.

Antenna, television or other outdoor antennae- No television, radio, satellite or other antenna or satellite system shall be installed on the Common Elements by any person other than the Association.

Flammables- No flammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element, except those necessary and suited for normal household use. No open fire or flames other than in approved grills in locations provided by rule shall be allowed.

Grills- Propane Gas or Pellet Grill shall be allowed on first floor individual unit owner's decks facing marina or golf course. Propane or Pellet Grill shall be placed on fireproof pad and shall be always placed and stored 10 feet from the building structure. Charcoal grills or any other cooking device shall not be allowed. No grill or cooking device other than specified of any kind shall be allowed in common or limited common elements. No cooking device shall be allowed in the common elements such as screen porches, decks, patios, courtyard areas or under any roof structure per fire code. Fire devices of any kind shall not be allowed anywhere in the common elements. This includes but is not limited to: torches, lanterns and fire pits

Keys and locks- The Association shall retain pass-keys to all units pursuant to Florida Statutes 718.111(5)(a). The locks of each unit are not to be changed or altered without providing the Association with a duplicate key. Key Codes are allowed and shall also be provided. If an owner fails to provide a key or code the Association has the right to enter the unit by any means necessary at the expense of the

owner in the event of an emergency, to maintain or mitigate further damage to the unit, common element or adjacent unit. If owner's require service by Association personnel for keyed access (lock outs, lost keys entry for guests) the fee is \$100 after submitting a request by the owner's email on record. Additional charges may apply for key replacements

Preparation of the unit- Any unit owner who plans to be absent from the unit for an extended period of time shall prepare their unit, prior to departure, in the following manner: Remove all furniture, plants and other objects from around the outside of the unit and designate a responsible caretaker or hired property manager to care for the unit, should the unit suffer any damage caused by water leak casualty, storms, hurricanes, winds or other violent acts of nature. The Association shall be provided with the name and contact information of each unit owner's aforesaid designated caretaker or property manager. A licensed and insured property manager is recommended to limit liability upon the owner.

Owners and Absentee Owners regular maintenance - Regular and routine preventative maintenance is required and is the obligation of the Unit Owner. The unit owner shall also hire a Licensed Contractor or a Property Manager to inspect and manage the unit regularly if owner absent or otherwise unable. This must be timely and adequately performed. Such maintenance includes, but is not limited to: the regular inspection, cleaning and services of all appliances servicing the Unit, including but not limited to: the air conditioning system, humidity control system, all plumbing (outgoing and incoming) including fixtures, electrical services (to the unit meter), refrigerators, and freezers. In addition, the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and fixtures or any other required maintenance pursuant to Association Declarations.

Water heaters- Water Heaters shall be installed by owners utilizing Florida licensed plumbing contractors pursuant to all applicable building codes. Water heaters more than 10 years old shall be replaced or it shall be considered negligence on the part of the owner in the event of a failure and unit owners shall be liable for damages to adjacent units. Owners shall submit to annual inspections by the Association and/or its contractors to ascertain the age of the water heater units and the integrity of the installations.

Washing machines- Unit owner's shall not install full size washing machines with capacities greater than 3 cubic feet.

Unit Owner Responsibilities Regarding the Prevention of Moisture (Mold and Mildew)- The Unit Owners shall take all appropriate steps to reduce and/or eliminate the occurrence or continued existence of mold and/or mildew (collectively "mold") growth in and around the Unit and appurtenant Common Elements and within the unit to minimize the possibility of adverse effects that may be caused by funguses, including mold. The Unit Owners' responsibilities include, but are not limited to, the following:

- The air conditioning system, and humidity control system if applicable, must be kept in good and working order. Whether occupied or not, the air conditioning system, and humidity control system if applicable, must be appropriately operated, when reasonably necessary, to adequately control the temperature, humidity and in-door air quality in the Unit. HVAC systems must be serviced annually to maintain the functionality of the system and to avoid costly damage to neighboring units in the event of a condenser water drain line back up. It is recommended to pour a single cup of bleach monthly (all year) down the condenser drains so that the AC condenser drain water does not back up.
- The main valve on the water line serving the Unit must be turned to the OFF position if the Unit is to be unoccupied on an overnight basis. If the main water valve servicing the individual unit has been covered or removed by owner or predecessor in title or is non functioning it must be reinstalled at the owners expense.
- All incidents of mold and water intrusion, including but not limited to: water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks, or evidence of water intrusion must be immediately reported to the Association for documentation before owners repairs commence.

Landlords and Rental Units- Owners who utilize their condominium unit as rental property "Landlords" Occupants, Tenants, Guests and all other inhabitants of the units must adhere to the Harbour Villas Rules and Regulations and all other applicable governing documents. Landlords must be available to manage rental units and the tenants, guests or other inhabitants of the condominium unit. Tenants and guests must only communicate with landlords or rental managers. If Owner/ Landlords are unable to manage a rental or guest/tenant occupied condominium unit they must contract a Florida licensed real estate broker property/rental manager. The Association shall not manage rental units and their tenants on the owner's behalf. The Association responsibilities are maintaining the common elements, management of the common property and enforcement of the governing documents. Landlords shall also provide contact information of renter inhabitant included with the copy of the current lease to the Association. Tenants or guests inhabiting a unit more than 30 days are considered permanent occupants and require executed lease documents. Fines for rules violations is the responsibility of the unit owner pursuant to Florida Statutes 718.303

Safety Requirements/Construction- To safeguard the safety of all occupants. Structural alterations and renovations shall not commence until required stamped engineering drawings and/or plans are approved by the Board of Directors and before applying for permits with Bay County Building Department. Refer to Harbour Villas Contractor Policy. To protect neighboring unit owners, and other owners and members in the condominium, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the remodeling or restoration of the unit, if any is required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work. Unit owners shall indemnify the Association for any loss or damage (including attorney's fees) occasioned by non-compliance with these obligations. Unit owners shall indemnify and hold harmless the Association, and all other unit owners, for any damage caused to the condominium property or to persons or other property.

Common Element Attic Space Renovations and Additions- No Owner shall renovate or add additional living space to a second floor unit by construction into the attic space limited common element. Units that have had these type of additions previously completed shall be grandfathered in. The Association, State and Local Building Department shall request stamped structural plans for previous renovations to be provided by current owner of title at any time, if required.

Parking of Vehicles- Parking spaces have been provided for the parking of private passenger automobiles of owners and their guests. Parking spaces are not intended for the storage of watercraft, motorcycles, recreational vehicles, motor homes, trailers, semitrailers, house trailers, campers, inoperable licensed automobiles. No repairs or maintenance of vehicles may be performed, except emergency repairs. Any vehicles parked in violation of the parking restrictions are subject to towing, with the owner of the vehicle responsible for all costs of towing. Common Elements shall not be obstructed, littered, defaced, altered or misused in any manner. Common Elements are defined as those portions of the Condominium Property owned by all Unit Owners, including all areas not located within the defined boundaries of the individual Unit. Temporary trailer parking will be considered on a case-by-case basis and requests must be submitted in writing via email by the unit owner with trailer tag (registration plate) number and projected dates the trailer will be on the property at least 7 days before arrival. Available areas to park will be determined by the Board of Directors or Association management after the request is submitted. If requests are not submitted in writing via email fines will be applicable the first day of arrival of the trailer

- No motor vehicle shall be parked anywhere on the Condominium Property, other than a designated parking areas. . Parking on lawns or landscaped areas is prohibited unless allowed by Rule. No motor vehicle or other conveyance shall be used as a domicile or residence, either permanent or temporary.

-Any vehicles or other conveyances parked or stored in violation of this section shall be subject to being towed off of the Condominium Property at the expense of the Unit Owner having responsibility for the vehicle or conveyance as well as to disciplinary action against said Owner in accordance with the Condominium Documents.

-“Golf Carts” whether electric or gas powered shall be parked in the parking lot when not in use. Electric Golf Carts may be charged when not in use with the outlet in the parking lot island in front of building 1 or next to unit’s rear decks or patios on a temporary basis. If a Golf Cart is parked on lawn or landscaped area for a period greater than 24 hours the owner will be subject to a fine. This is a condominium property and though a golf community, gas powered golf carts are recommended to avoid issues due to the inability to charge electric powered golf carts. Golf carts shall not be parked in courtyards or sidewalks

ATVs, UTVS or All Terrain Vehicles” ATVs, UTVs or All Terrain Vehicles not registered for road use are not allowed.

As used in these Rules and Regulations, the following definitions shall apply:

-“**Golf Cart**” means a small vehicle designed originally to carry two or more golfers and their golf clubs around a golf course

- “**ATV, UTV” or All Terrain Vehicle**” means any vehicle for recreational “off road” use

-“**Watercraft**” means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

-“**Trailer**” means any vehicle or device of any kind whatsoever which is manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

-“**Camper**” means any vehicle, vehicle attachment, vehicle topper, trailer or other enclosure or device of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation, or temporary housing of people or their personal property.

-“**Mobile Home**” means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a Whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

-“**Motor Home**”, “**Recreational Vehicle**” or “**Tour Bus**” means any vehicle which is self-propelled, built on a motor vehicle chassis, and which is primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain showers facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

-“**Disabled Vehicles**” or “**Inoperable Vehicles**” shall include any vehicle, of any nature whatsoever, which is not capable of normally and safely engaging in highway travel. Any vehicle which does not display a current license automobile tag or registration shall also be deemed an inoperable vehicle. ”

Insurance By Unit Owners- Pursuant to Declarations 12.8 Unit Owners are required to purchase and maintain adequate insurance coverage per declaration as follows. Title insurance is optional, and is the sole responsibility of the Unit Owner. Unit Owners are required to carry basic casualty and liability insurance. Such insurance must include liability coverage for injury to persons or property occurring within the Unit, the Limited Common Elements, or claims involving the Unit Owner’s tenants, guests, and invitees. Owners shall also be required to carry casualty insurance (commonly known as “HO-6” insurance, or similar product), in amounts deemed sufficient by the Board.

*Minimum insurance coverage acquired by unit owner’s shall include:

- \$300,000 liability coverage
- \$50,000 dwelling casualty coverage
- \$2000 loss assessment coverage

*Understand that this is the absolute minimum recommended coverages and it is advised to insure additionally as needed based individual unit interior finishes and owner's upgrades if necessary. Owner requirements for maintenance, replacement and insurable items are outlined in the Declarations of the Association. All Owners shall be responsible for updating association annually with policy renewals.

ADDENDUM PASSED, APPROVED AND ADOPTED by the Board of Directors of HARBOUR VILLAS, in a duly called meeting thereof as of this day July 21st 2022

FINES: The Association will levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the Association bylaws, or rules and regulations of the Association pursuant to Florida Statute 718. A fine will be levied by the Board on the basis for each day of a continuing violation, after a single notice violation warning notice in writing via email. Owners will have 14 days to correct the violation after that the fine will be \$100 per day of the violation, or up to \$1,000 in the aggregate. Owner's will also be financially responsible for any and all repairs arising from non-compliance thereof.

PROCEDURE FOR FINES AND/OR PENALTIES, NOTICES AND HEARINGS FOR HARBOUR VILLAS

Pursuant to the By-Laws of HARBOUR VILLAS, a Florida not-for-profit corporation ("Association") and the Declarations of Covenants, Conditions and Restrictions (collectively "Declaration") relating to HARBOUR VILLAS and 11 ("Properties"), as amended, the Board of Directors of the Association ("Board") hereby adopts the following in connection with fines and/or penalties to be imposed by the Association. Unless the context clearly dictates otherwise, all terms used herein shall have the same meaning as ascribed to them in the By-Laws and/or the Declaration.

1. An officer of the Association, a member of the Board or a person designated by the Board shall issue or cause to be issued a written notice ("Notice") to the owner/occupant of the property or their tenants, guests or invitees, or both, for the alleged violation of the Declaration, as amended, and/or any rules and regulations promulgated by the Association (collectively "Documents") that exist, notifying them of the existence of the violation and requesting its correction within the time specified therein.

2. The Notice shall be in a form approved by the Board. The Notice shall be served by Email violation notification with evidence and/or photographs , Return Receipt Requested

The Notice shall include:

- A. An accurate description of the unit involved.
- B. A statement providing an accurate description with photographs of the violation for which the Notice is issued.
- C. . A specification of the provision and document upon which the Notice of violation is based
- D. The name or names of the person(s) or entity(ies) or their tenants, guests or invitees (individually and/or collectively as contextually appropriate "Person") in violation upon whom the Notice is served for the violation.
- E. A statement advising that the failure to correct the matter set forth in the Notice shall, without further action or notice, result in a fine.

F. 14 day notice by which violations must be corrected or date by which positive action must be initiated to correct violation.

G. The amount of such fine if the offending condition or situation is not corrected.

H. The fact that the Person may request a hearing before the appointed Committee to address the facts surrounding the alleged offending condition or situation within fourteen (14) days of the Notice. The Person waives any right to a hearing unless the Person serves a request for a hearing or a request for an extension of the time for compliance within fourteen (14) days after service of the Notice. Absent service of a hearing request or a request for an extension of time for compliance, the fine set out in the Notice shall be automatically deemed imposed fifteen (15) days after service of the Notice.

3. Depending on the nature of the offense, violators shall have not less than one (1) day nor more than fourteen (14) days from service of the Notice by mail or actual receipt, whichever occurs first, within which to correct the violation of the Documents. In the event it appears that the violator shall not, through no fault of his/her own, be able to rectify the violation within the prescribed period, the violator may file a written request with the President of the Association ("President") stating the reasons they have been or will be unable to complete correcting the violation and, if reasonable grounds are shown therefore, the President is authorized to issue an amended Notice authorizing an extension of time not to exceed an additional thirty (30) days within which to complete correction of the violation. The Board, upon a two-thirds vote of the entire Board, in exceptional cases and upon written request during the thirty (30) day period, may further extend the time within which to correct the violation; however, in no event shall the correction date extend beyond a maximum period of sixty (60) days from the date of the original Notice.

4. Within the period for correction set forth in the Notice, the affected Person to whom the Notice is directed may file a written request with the President for a hearing before a committee of at least three (3) individuals who are Owners that are appointed by the Board ("Committee") to respond to the contents of the Notice. Such Committee shall not consist of any officer, director, or employee of the Association, or the spouse, parent, child, brother or sister of any officer, director or employee. The hearing shall be held as soon as practicable, but not sooner than one (1) week nor later than two (2) weeks from the date the Committee receives the request for the hearing. The Person to whom the Notice is directed shall be advised in writing by the Committee Chairman of the time and place of the hearing. The proceeding before the Committee shall be an original fact finding proceeding and the Person shall have the burden(s) of proof and persuasion to contest the Notice and alleged violation. At the hearing, the Committee must vote on whether the content of the Notice is approved and the fine or suspension is merited. Such vote shall be announced at the meeting to the affected Person, and shall be reflected in the minutes of the Committee. In the event the Committee does not approve the fine by majority vote, the fine shall not be levied. Any affected Person may appear in person, by counsel, or by an agent possessing a power of attorney (provided the agency instrument appears in the Official Records of Bay County, Florida), but may not appear through any other person.

5. Any Person violating any of the Documents shall be fined One Hundred and No/ 100 Dollars (\$100.00) for the first violation and One Hundred and No/100 Dollars (\$100.00) for each successive violation thereafter. In the event of a continuing violation based upon a single notice, each day of a continued violation shall constitute a separate offense or violation and shall subject the violator to additional fines and/or penalties. A single Notice and opportunity to be heard on one specific type of violation shall not result in a fine in the aggregate exceeding One Thousand and No/ 100 Dollars (\$ 1,000.00) in any one calendar year. Similar violations in successive years shall be considered to be new violations and treated accordingly.

6. Fines not paid in full will accrue interest thereafter at the greater of eighteen percent per year (18%) simple interest or the highest rate allowed by law, until paid in full. Levied fines must be paid in full within thirty days of final determination. Thereafter, the Association may use any lawful procedure to collect unpaid and levied fines.

7. The provisions of this instrument shall become effective as of the date adopted by the Board.