

SOLANA SHORES CONDOMINIUM ASSOCIATION



RULES & REGULATIONS

August 6, 2023

Introduction

This updated Rules and Regulations Document is the result of a comprehensive review by the 2021/2022 and 2022/23 Board of Directors and with extensive input from the Community. Many of the previous Solana Rules were not consistent with or even in direct conflict with current Florida State or Federal Laws or our Solana Shores Documents.

The Solana Shores Documents including the Declaration of Condominium, Articles of Incorporation, and By-Laws are legally binding documents recorded in Brevard County and can only be changed by amendments with a majority vote of the members of the Association.

Solana Shores' Declaration Article X Section E states that: "Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association as provided by its Articles of Incorporation and By-Laws." Rules must be approved by a majority of the Board of Directors at a properly announced Board meeting.

Florida Statutes Ch 718: section 718.303

"Each unit owner, each tenant and other invitee, and each association is governed by, and must comply with the provisions of this chapter, the declaration, the documents creating the association, and the association bylaws which shall be deemed expressly incorporated into any lease of a unit."

SUMMARY:

- I. Rules (made by the Condominium Board) must be consistent with Florida 718 Condominium Statutes as well as Florida State and Federal Law.
- II. Solana Documents (Declaration, Articles of Incorporation and By-Laws) are legally binding documents that can only be changed by Amendment by majority vote of the owners.
- III. This Rules and Regulations document contains relevant articles from Solana's Condominium Declaration Article X "Use Restrictions," Article XI "Use Limitations," Article XXXV "Maintenance Standards," and Article XXVI "Fines."
- IV. Rules cannot contradict Solana Shores' Documents. Rules can be established by the Board of Directors following legal protocol.
- V. The term "Policy" has no legal enforceability and is neither mentioned in Solana Shores' Documents nor in Florida Statutes 718.

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*Please note this document organizes the various Declaration Articles and Sections **by Subject Area**. This was done for the owners' benefit and understanding. As such the applicable Declaration Sections are not always cited sequentially.*

1. Ownership and Rentals

Article X of the SSCA Declaration Documents – USE RESTRICTIONS

Section A

- Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, lessees, guests, and invitees. There are no restrictions upon children.
- Each unit is restricted to no more than six (6) occupants, without the Association’s consent.

Section O

- When a unit is leased, a tenant shall have all use rights in the Association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest.
- The Association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of Association property and common elements otherwise readily available for use generally by unit owners.
- Nothing in this subsection shall interfere with the access rights of the unit owner as a landlord pursuant to Chapter 83, Florida Statutes.

Section E

- Reasonable Rules and Regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association as provided by the Articles of Incorporation or By-Laws

ADDITIONAL SSCA RULES

RULE 1

- Owner’s Guests, Visitors and Invitees are only allowed to visit when the owner is in residence.
- Lessees: as addressed and further described in Declaration Amendment May 21, 2019
- “Immediate Family” defined as owners’ parents, siblings, children, grandchildren, including respective partners. Clarification of the provision’s original intention to enforce 2019 amendment Pg 18 of 2017 Rules

RULE 2

Immediate Family are allowed to visit an owner’s unit without the owner being in residence. However, the six-occupant rule stays in effect for Immediate Family as well.

RULE 3

For leases to be approved, the Unit Owner and potential Lessee must complete a “Notice of Intent to Lease” Form available at Solana’s Management Company and on Solana Shore’s website. The application must be reviewed by the Management Company re its compliance with Solana’s Rules & Regulations, Declaration, and By-Laws. Once completed, reviewed, and approved by a designated member of the Solana Board of Directors, both applicants will be informed of the final decision and will be provided with all Solana rules and documents.

The application processing fee is \$75 beginning in 2022/23 plus a monthly lease management charge of \$25. Lease approval turnaround is 1 week.

Section B

[Updated per May 23, 2002, May 5, 2004, and May 21, 2019, Declaration Amendments]

Rentals and Leases (Time sharing is strictly prohibited)

- “The unit may be rented, leased, or licensed provided the occupancy is only by one (1) lessee and members of his/her family. The lease or license of a Unit is defined as occupancy of the Unit by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods, services, points, or any other exchange of value).
- The terms "leasing," "licensing," and "renting" shall be used interchangeably for the purpose of this Declaration. The terms "lease" and "license" shall be used interchangeably for the purpose of this Declaration. The terms "Tenant," "Lessee," and "Licensee" shall likewise be used interchangeably in this Declaration.
- The rental period must be for no less than ninety (90) days, which minimum rental period shall not be amended without the approval of a majority of the unit owners in the condominium. No owner shall enter a lease, rental agreement, or other similar conveyance of use of a unit during the first twelve (12) months of ownership of that unit, except that when sold a unit may be leased back to the seller by the buyer of the unit during that period.
- A unit may not be rented more than twice in any calendar year. No rooms may be rented [leased] and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof from compliance with this Article X or any of his other duties as a unit owner.
- Time sharing of units is prohibited. Ownership of a unit on a monthly or weekly time-sharing program is prohibited. Subleasing of units is prohibited.
- All leases must be in writing and are subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association and shall be approved or disapproved in writing by the Board of Directors. This Amendment is effective upon passage and is not retroactive.
- No time-sharing plan as the term is defined in Chapter 721, Florida Statutes, as amended from time to time, or any similar plan of fragmented or interval ownership of a Unit shall be permitted on the Property, and no attempt to create the same by lease or otherwise shall be allowed.
- All short-term rentals and licenses are strictly prohibited.
- Owners and Tenants are prohibited from listing or advertising a Unit, whether directly or through a third-party, as being available for short-term rental, license, or other occupancy.
- Without limitation, this provision is intended to prohibit Unit use, listings, and arrangements similar to and including those associated with Airbnb, VRBO, and other short-term rental/license companies, applications, and websites.
- Upon reasonable suspicion of a violation of these provisions, the Board of Directors may require an Owner and/or Tenant to provide a notarized sworn statement, under penalty of perjury, affirming the Unit is not, has not, and will not be used for these purposes. Said affirmation must be provided in a form acceptable to the Board, in its sole discretion. Failure to provide said affirmation within fourteen (14) days of such request by the Board shall constitute an independent violation of this Declaration and shall further establish a rebuttable presumption that the Owner and/or Tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or Tenant by a preponderance of evidence.”

2. Community Appearance and Owners Conduct

Article X of the SSCA Declaration Documents – USE RESTRICTIONS

Section G [Updated per April 8, 2010 Amendment]

- No sign, advertisement or notice of any type shall be shown on the common elements or any unit. No exterior antennas or aerials shall be erected on the condominium property.

[Note: The remainder of Section G pertains to Satellite Disks and other exterior aerials. This is outdated but please read the language in our Declaration documents if interested]

Section H

[Updated per April 8, 2010, Amendment]

- An owner shall not place or cause to be placed in the walkways or in or on any other common elements and facilities, stairs, or stairwells, any furniture, packages, or objects of any kind. Such areas shall be used for no other reason than for normal transit through them. The Association may permit a unit Owner to place small decorative items near the front doors of the unit so long as the items do not protrude into or block access to the common walkways.
- The Association reserves the right to restrict or prohibit the placement of decorative items on the common elements should they be deemed detrimental to the appearance of the condominium or in violation of Fire Ordinances.

Section I

- It is prohibited to hang garments, rugs, etc. from the windows, patios, or balconies from any of the facades of the buildings.

ADDITIONAL SSCA RULES

RULE 4

Sheets, blankets, aluminum foil and other such materials are not acceptable window coverings.

RULE 5

Windowsills should be kept free from all personal property. Any exterior additions, such as screen doors or hurricane shutters, must be approved by the Board of Directors of the Condominium Association prior to installation.

RULE 6

Sidewalks, entrances, passages, vestibules, stairways, corridors, and halls should not be obstructed or encumbered or used for any purpose other than entering or leaving your home.

Section J [Updated per Feb 28, 2023 Amendment]

- It is prohibited to dust rugs, etc., from windows, patios or balconies or to clean rugs, etc., by beating on the exterior of the building **Section N**
- No unit owner shall allow anything whatsoever to fall from the window, patio, balcony, terrace, porch, or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls, patios, balconies, terraces or porches, elevators, ventilators, or elsewhere in the building or upon the grounds.
- A unit owner shall not place, store or use any item, upon any patio, balcony, terrace or porch without the approval of the Association, other than standard patio chairs, tables and furnishings.
- **Gas or charcoal grills or other similar devices used for cooking, heating or any other purposes are strictly prohibited to be used or stored on balconies. In accordance with Florida Statue and Administrative Code, electric grills not exceeding 200 square inches of cooking surface or other similar apparatus. Potted plants are permitted on balconies.**

ADDITIONAL SSCA RULES

RULE 7

On the second Saturday of the month owners are permitted to wash their balconies with streaming water. Owners are expected to follow this sequence.

	Non Corner Units	Corner Units
Floor 5	8 – 9 am	8 – 10 am
Floor 4	9 – 10 am	10 am – 12 pm
Floor 3	10 – 11 am	12 – 2 pm
Floor 2	11 am – 12 pm	2 – 4 pm

RULE 8

Owners, lessees and their family and guests, when leaving the Unit **unoccupied** for a **period of 48 hours** or more, **MUST SHUT OFF THE WATER VALVES.**

RULE 9

Owners, lessees and their family and guests, when leaving the Unit unoccupied for a period of **48** hours or more, **MUST** remove all items placed in front of the Unit on the common walkways during the hurricane season of June 1 through November 30.

RULE 10

Owners and lessees who plan to move in or out of the unit, have a unit construction project or require the elevators for the moving of appliances/furniture etc., need to post the expected usage in the elevator and ensure the mats have been installed before use via the maintenance crew. Their contractors are expected to regularly allow for normal elevator use by owners, etc.

RULE 11

The use of electric portable tabletop grills, not to exceed 200 square inches of cooking surface, or other similar apparatus shall be permitted on the balconies. In-Unit and walkway usage of such devices is prohibited.

Section R

- Carpeting of any type on individual unit balconies or any common walk-ups is prohibited, and the Association shall not grant permissions to install carpet on the individual unit balconies or walk-ups.

Article XXXV of the SCA Declaration Documents –MAINTENANCE STANDARDS

This article is very comprehensive and for the purpose of this owners’ Rules & Regulations document, the following should suffice.

Article XXXV (B)

....all landscaping shall be maintained in accordance with the following minimum maintenance standards:

1. Lawn and ground cover shall be kept mowed and/or trimmed regularly.
2. Planting shall be kept in a healthy and growing condition.
3. Fertilization, cultivation, spraying and tree pruning shall be performed as part of the regular landscaping program.

ADDITIONAL SCA RULES

RULE 12

Owners and their representatives may not in any way modify or damage those trees and shrubs that are protected Flora Species under Florida Statutes, Chapter 581, Section 185.

RULE 13

The dunes as well as the grass and lawns in front of all buildings should be kept clear of furniture, bicycles, and any other personal property.

RULE 14

The annual Association budget shall include a competitively determined amount for the annual pruning of the dunes’ plants in support of the latter’s continued health as well as the overall image of the Solana Condominium property.

3. Vehicles and Parking: Residents and Commercial Services

OWNERS/RESIDENTS

Article X of the SSCA Declaration Documents – USE RESTRICTIONS

Section K

[legal text re-arranged to organize by subject]

- All owners and residents of the condominium are restricted to two (2) permitted vehicles without the Association’s consent to bring additional vehicles on the premises.
- No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.
- All vehicles shall be parked in the open parking spaces or garages except when loading or unloading vehicles.
- No resident shall park any vehicles on any street.
- Any vehicle may be parked on the streets and driveways for loading and unloading or entirely within a garage.
- There are no special parking or storage facilities located on the condominium property.
- No boats, utility trailers, recreational vehicles or special purpose vehicles shall be parked on the condominium property.
- No motorhome, trailer, camper, watercraft, or commercial vehicle may be parked on the condominium property.
- Non-motorized boats and watercraft may be kept in the enclosed garage parking spaces provided they do not prevent the use of enclosed garage parking spaces by an authorized motor vehicle.
- Non-motorized boats or watercraft may not be stored or kept on the common elements of the condominium except when in use in the First and Second Easement Areas.
- No non-operating or non-functioning vehicle of any kind shall be permitted to be parked on the condominium property.
- There shall be no repair, except emergency repair, performed on any permitted motor vehicle on the condominium property.

ADDITIONAL SSCA RULES

RULE 15

Park only in designated areas. Do not park in “fire lane” or designated “trash removal” lane.

RULE 16

Handicap Parking is by state issued permit only.

RULE 17

No non-operating or non-functioning vehicle of any kind shall be permitted to be parked on the condominium property. Unit owners will be subject to the violation provisions in accordance with the Declaration and may be fined as such for each day this vehicle is on the premises.

COMMERCIAL AND SERVICE VEHICLES

Article X of the SSCA Declaration Documents – USE RESTRICTIONS

Section K (continued)

[legal text re-arranged to organize by subject]

- Service vehicles are permitted to park on the streets and driveways while repairs are being made
- Any vehicle with visible advertising on the vehicle may be deemed a commercial vehicle, in the sole discretion of the Board of Administration.
- However, trucks with one (1) ton capacity or less and sport utility vehicles will not be deemed to be commercial vehicles unless the Board of Administration deems the vehicle to be a commercial vehicle as set forth above.
- Any prior written approval of the Association to temporarily park a commercial vehicle is required and may not exceed four (4) forty-eight (48) hour periods in any year.

Violations of Section K

- It is acknowledged and agreed by all Unit Owners that a violation of any of the provisions of this paragraph [Section K] shall impose irreparable harm to the other Owners in this condominium.
- Said unit owners further agree that a reasonable assessment of such damages would be \$50.00 for each day that such violation persists after a unit owner is notified, in writing, of such violation by a duly elected representative of the Association.

Section P

- All electric lights shall be turned off when the garage parking space is not occupied, and the garage doors shall be closed at all times except when parking or removing vehicles from the garage.

Section Q *[Updated per April 8, 2010 Amendment]*

- The Association reserves the right to levy a charge to any unit owner using the enclosed parking garage to operate appliances, dehumidifiers, table saws, electric vehicles or any other type of devices that use electricity. The owner is responsible for any damage that results from the malfunctioning of these devices.

ADDITIONAL SSCA RULES

RULE 18

“Repairs” as cited in the Use Restrictions for the purpose of “Service Vehicles parking on streets and driveways” means any commercial activity that is intended to assist Owners in addressing Unit-specific needs including, but not limited to, remodeling, in-Unit repairs, deliveries and any other service that is reasonably required to maintain, repair or improve the Owner’s enjoyment or use of Unit Ownership, as well as any service that reasonably benefits the Condominium overall.

ADDITIONAL SSCA RULES

RULE 19

Continual use of any electrical appliances in the Owner’s garage (such as refrigerators or freezers, fans, power tools, etc.) may be subject to a monthly fee paid to the Association.

Electric Vehicles

FLORIDA STATUTES 718.113 (8) and 718.116 Effective 2018

(8)(a) A declaration of condominium or restrictive covenant may not prohibit or be enforced so as to prohibit any unit owner from installing an electric vehicle charging station within the boundaries of the unit owner's limited common element parking area. The board of administration of a condominium association may not prohibit a unit owner from installing an electric vehicle charging station for an electric vehicle, as defined in s. 320.01, within the boundaries of his or her limited common element parking area. The installation of such charging stations are subject to the provisions of this subsection.

(8)(b) The installation may not cause irreparable damage to the condominium property.

(8)(c) The electricity for the electric vehicle charging station must be separately metered and payable by the unit owner installing such charging station.

(8)(d) The unit owner who is installing an electric vehicle charging station is responsible for the costs of installation, operation, maintenance, and repair, including, but not limited to, hazard and liability insurance. The association may enforce payment of such costs pursuant to s. 718.116.

(8)(e) If the unit owner or his or her successor decides there is no longer a need for the electronic vehicle charging station, such person is responsible for the cost of removal of the electronic vehicle charging station. The association may enforce payment of such costs pursuant to s. 718.116.

(8)(f) The association may require the unit owner to:

1. Comply with bona fide safety requirements, consistent with applicable building codes or recognized safety standards, for the protection of persons and property.
2. Comply with reasonable architectural standards adopted by the association that govern the dimensions, placement, or external appearance of the electric vehicle charging station, provided that such standards may not prohibit the installation of such charging station or substantially increase the cost thereof.
3. Engage the services of a licensed and registered electrical contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station.
4. Provide a certificate of insurance naming the association as an additional insured on the owner's insurance policy for any claim related to the installation, maintenance, or use of the electric vehicle charging station within 14 days after receiving the association's approval to install such a charging station.
5. Reimburse the association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station within 14 days after receiving the association's insurance premium invoice.

(8)(g) The association provides an implied easement across the common elements of the condominium property to the unit owner for purposes of the installation of the electric vehicle charging station and the furnishing of electrical power, including any necessary equipment, to such charging station, subject to the requirements of this subsection.

4. Unit Remodeling

Article X of the SSCA Declaration Documents – USE RESTRICTIONS

Section T *[Updated per April 8, 2010, Amendment]*

Repairs, installations, construction, and remodeling of units are subject to the following provisions:

- Renovations that would cause or may cause any sound or disturbance shall not be commenced before submission and approval of a written request to be made to the Board of Directors. The request shall describe the nature of the work to be done, the start date, the anticipated completion date, the source(s) and level of noise and/or vibration that may be experienced, and any alternative plans that the Board may consider.
- The Board will consider the proposal, meet with unit owners, and may require such conditions and modifications as are necessary, in the determination of the Board, to mitigate as much as possible the impact of the work on other residents.
- In all events, the following minimum limitations shall apply regarding any work on a unit on the condominium:
 1. No construction or noise-making activity may take place before 9:00 AM or after 5:00 PM.
 2. No construction or noise-making activity may take place on any National Holiday.
 3. Any proposed placement of a dumpster on the common elements shall be temporary and shall be subject to separate approval by the Board. The Board may limit the duration that a dumpster is located on the common elements, as well as designate the location. There shall be no use of the common elements for storage of materials or staging of construction.
 4. At all times, unit owners are expected to provide a cooperative approach with the Board and other residents and owners in the Condominium.

Section F of the SSCA Declaration Documents Article X: USE RESTRICTIONS

The Association has the Irrevocable Right of Access to Each Unit

Section F: *[Updated per April 8, 2010, Amendment]*

- The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the normal maintenance, repair, or replacement of any common elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units. The Association has the irrevocable right of access to each unit at any time to deal with an emergency situation that arises, [and] that poses an imminent threat of damage to the common element or to a unit or units.

Article XI of the SCA Declaration Documents – LIMITATIONS Limitations Upon Right of Owner to Alter or Modify Unit

[Updated per Feb 28, 2023 Amendment]

- No Owner of a unit shall make any structural modifications or alterations of the unit. No owner shall drill into, cut, or in any way alter those portions of the walls, ceilings, and floors that are not wholly within the boundaries of the unit, unless the owner first submits to the Association an engineering evaluation describing the alterations proposed, and obtains prior written consent from the Association to perform the alterations. The owner performing the alterations to the walls, ceilings, and floors that are not wholly within the boundaries of the unit shall repair or replace any post tension cables (re-bars) damaged by the alteration to a standard deemed acceptable to the Association.
- In order to preserve peaceful and quiet enjoyment of all owners, no owner shall modify any flooring within the unit unless the new flooring (including but not limited to carpet, tile, wood and linoleum) has a noise suppressing underlayment. The owner is solely responsible for ensuring that all interior modifications comply with applicable building codes.
- Further, no owner shall cause any improvements or changes to be made on or to the exterior of the buildings or enclosed garage parking spaces, including **tiling on any balcony surface**, painting or other decoration, the installation of awnings, shutters, electrical wiring, air-conditioning units and other things which might protrude through or be attached to the walls of the buildings or enclosed garage parking spaces; further, no owner shall in any manner change the appearance of any of any portion of the buildings or enclosed garage parking spaces not wholly within the boundaries of the unit or enclosed garage parking spaces.
- The Association has adopted hurricane shutter specifications for each building and will permit the installation of hurricane shutters for any balcony and storm window panels for the windows provided the color of the shutters and storm window panels is the color approved by the Association and the installation of the shutters and storm window panels complies with applicable building codes and provided that prior to installation or replacement of the hurricane shutters and storm window panels the Association has approved the installation. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed material alterations to the common elements within the meaning of the Condominium Act.

ADDITIONAL SCA RULES

RULE 20

Effective 7/28/2022, tiling of balconies is prohibited. Tiles on weather exposed surfaces may hide possible concrete damage affecting the buildings' structural integrity. The Association is responsible for concrete of all common and limited common areas as well as for the balcony railings.

NOTE: A Declaration Amendment to prohibit tile on balconies was approved on 7/28/22

5. Air Conditioning Equipment

There are no specific articles in Solana's Declaration Documents' Use Restrictions that apply to this section.

ADDITIONAL SSCA RULES

RULE 21

Unit owners are solely responsible for the secure installation of their Unit's rooftop Air Conditioners.

- Air conditioner unit replacements that do not fit current rooftop stands require an air conditioner conversion kit. Only installation kits approved by the Board of Directors are authorized.
- New rubber insulators must be used between air conditioner units and roof stands.

RULE 22

The Association shall annually, on or around January 1, conduct an inspection of all rooftop A/C units' proper strapping and inform ALL SOLANA owners of its findings. Furthermore, Individual owners whose A/C Units need approved strapping are responsible for any required repairs before the hurricane season starts.

6. Pets

Article X of the SSCA Declaration Documents – USE RESTRICTIONS

Section M

- Two (2) pets, not exceeding thirty-five (35) pounds each, shall be allowed to be kept in the owner's Unit.
- All pets must be kept on a leash outside the owner's unit.
- Each pet owner shall be responsible for cleaning up after his pets in the common elements.
- Pets shall not create a nuisance.

ADDITIONAL SSCA RULES

RULE 23 as stated in Declaration
Pets – whether the owner's, guest's or lessee's - shall not create a nuisance to anyone in the community.

7. Disturbances

Article X of the SSCA Declaration Documents – USE RESTRICTIONS

Section C

- No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.
- All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.
- No unit owner shall permit any use of his unit or use of the common elements that will increase the cost of insurance upon the condominium property.

Section D

- No immoral, improper, or offensive use shall be made of the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

ADDITIONAL SSCA RULES

RULE 24

Stereos, radios, and televisions are to be kept at minimum levels between 11:00 p.m. and 9:00 a.m., so that neighbors are not disturbed.

8. Pool and Spa Pool Facilities

Article X of the SSCA Declaration Documents – USE RESTRICTIONS

ADDITIONAL SSCA RULES

RULE 25

The Solana pool is for residents, lessees, and their family, guests, and invitees only. Be considerate of other residents when inviting, family, guests, or invitees to swim in the pool. Family, guests, and invitees not accompanied by the resident owner may be asked to identify themselves and the Unit Owner's name with whom they are staying.

RULE 26

Anyone using the pool/spa pool does so at his or her own risk, liability, and responsibility.

RULE 27

Children under twelve (12) years of age must be accompanied by an adult while in the pool.

RULE 28

Children under twelve (12) years of age must have adult supervision in the spa pool.

RULE 29

Incontinent swimmers of any age must use swimming diapers in the pool and spa pool.

RULE 30

Pool furniture may not be removed from the pool area.

RULE 31

NO DIVING OR JUMPING! No running is allowed on the pool deck area. Rafts, surfboards, boogie boards, etc. are not allowed in the pool or spa pool. This rule does not prohibit the use of any flotation devices if required in an emergency.

RULE 32

Food and beverages are prohibited in the pool and on the pool wet deck. (Wet deck is legally defined as the 4ft wide perimeter around the pool.) Bottled water in plastic bottles is allowed on the pool wet deck for pool patron hydration.

RULE 33

Glass containers are prohibited within the fenced pool area.

RULE 34

Animals are prohibited in the fenced pool area.

RULE 35

Nude bathing is prohibited.

RULE 36

Private pool parties sponsored by individual owners, immediate family, lessees, or guests are not allowed.

Section S

- Swimming and motorized boating in the lake on and adjacent to the Condominium Property is prohibited.

9. Exercise Amenities

There are no specific articles in Solana's Declaration Documents that apply to this section.

ADDITIONAL SSCA RULES

Before undertaking any type of exercise, it is wise to consult with your physician. You will be playing on the courts, exercising in the gym, or using the sauna at your own risk and liability. PLEASE observe and comply with the following Rules to increase your enjoyment and safety while using the courts, exercise, and sauna facilities.

RULE 37

This Rule applies to using Solana's Basketball & Tennis Courts.

- Players are expected to be considerate of others. If someone is waiting while you are playing, please limit your session to 60 minutes.
- While playing sports on the court, tennis shoes or equivalent athletic shoes must be worn.
- Bottled water in plastic bottles is allowed for patron hydration.
- Use of the courts must be for their intended purpose, e.g., basketball or tennis, or largely similar racket and handball sport games. Pickle-Ball is expressly allowed.
- Roller-skating, rollerblading, and skateboarding, biking, or scooter riding are not allowed on the court.
- Only players and observers are allowed inside the court.
- Children under ten (10) years of age may not play on the courts unless accompanied by an adult.
- The courts cannot be used by a resident and/or family, invitee, guest or any other person(s) for monetary gain.
- Players and observers are expected to always observe common rules of courtesy on the court.
- Players are expected to turn off all the lights and lock the gate before leaving the court area.

RULE 38

This Rule applies to using Solana's Sauna and Exercise Facilities.

- No smoking is allowed in either room.
- No food or beverages of any kind are allowed in either room. Bottled water in plastic bottles is allowed in the facilities for patron hydration.
- The equipment/facility may only be used for its intended purpose. All exercise equipment must remain in place.
- Children under the age of ten (10) are not permitted in either room, unless accompanied by an adult.
- Towel dry if entering from the pool or pool/spa
- Shower before entering the sauna and do not use suntan oils or lotions on your body.
- Please, do not use soap in the sauna
- Upon leaving the sauna or exercise facility, please turn off sauna and all lights.

10. Community Center (Also called Recreation Building or Clubhouse)

There are no specific articles in Solana's Declaration Documents that apply to this section.

ADDITIONAL SSCA RULES

RULE 39

Towel dry before entering the Community Center from the pool area.

RULE 40

Solana Shore's Community Center is intended for the exclusive use of its Residents [incl. lessees as defined under Amendment to Declaration Documents, May 2019) and their family, invitees, and guests. In addition to its primary purpose of Association-related activities, the Center is available for Residents' social functions - such as family parties and reunion events, anniversaries, baptisms, birthdays, weddings, and wedding receptions. Non-resident events of any kind are prohibited.

RULE 41

The Community Center, including the kitchen and card room, cannot be rented for private functions during official holiday weekends, including the weekends immediately before and after these holidays and when an Association function has already been scheduled. Holidays are those days officially recognized as holidays by the State of Florida.

RULE 42

Residents' reservations for private use of the Community Center will need to comply with these provisions and requirements:

- Applications for private use and reservations should be presented to Solana Shore's Management Company for approval by the Board member responsible for Social Activities. A written approval is required, which must specify how and to the extent the Community Center will be used.
- A security deposit of \$200 dollars will be required. The Community Center will be inspected by the responsible Board or Committee member, secured prior to usage and re-inspected after use prior to release of deposit.
- Furniture or equipment may not be removed from the building without Association permission.
- Following the event, the facilities must be left clean and in order; lights, fan, range, microwave, dishwasher, and water must be turned off. All the doors shall be locked.

RULE 43

The recreational facilities are not to be used for promoting and/or entertaining profit or not for profit organizations, i.e., political, sports, religious, clubs, and business groups.

11. Rules Compliance and Fines

Article XXVI of the SSCA Declaration Documents – FINES

"The Association may levy reasonable fines against a unit 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's By-Laws, or reasonable rules of the Association. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no fine in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and an opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The provisions of this Article do not apply to unoccupied units. "

Florida Statutes, Chapter 718, Section 303 – OBLIGATIONS of OWNERS and OCCUPANTS; REMEDIES

Most relevant Provisions:

(303) (3) The association may 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 reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

ADDITIONAL SSCA RULES

RULE 44

Regarding "Fining," the SSCA will follow all provisions of the Florida Statutes, Chapter 718, Section 303 – as amended from time to time by the Florida legislature. See also section (15) of the Solana By-Laws.

(a) An association may suspend, for a reasonable period, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

(b) A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' written notice to the unit owner and, if applicable, any occupant, licensee, or invitee of the unit owner sought to be fined or suspended, and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or

suspension levied by the board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.

(303) (4) If a unit owner is more than 90 days delinquent in paying a fee, fine, or other monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators. The notice and hearing requirements under subsection (3) do not apply to suspensions imposed under this subsection.

(303) (5) An association may suspend the voting rights of a unit owner or member due to nonpayment of any fee, fine, or other monetary obligation due to the association which is more than \$1,000 and more than 90 days delinquent. Proof of such obligation must be provided to the unit owner or member 30 days before such suspension takes effect. A voting interest or consent right allocated to a unit owner or member which has been suspended by the association shall be subtracted from the total number of voting interests in the association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the declaration, articles of incorporation, or bylaws. The suspension ends upon full payment of all obligations currently due or overdue the association. The notice and hearing requirements under subsection (3) do not apply to a suspension imposed under this subsection.

(303) (6) All suspensions imposed pursuant to subsection (4), or subsection (5) must be approved at a properly noticed board meeting. Upon approval, the association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.

(303) (7) The suspensions permitted by paragraph (3)(a) and subsections (4) and (5) apply to a member and, when appropriate, the member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple units owned by a member.

(303) (8) A receiver may not exercise voting rights of any unit owner whose unit is placed in receivership for the benefit of the association pursuant to this chapter.