

EXHIBIT "A"

RULES AND REGULATIONS AND ENFORCEMENT

All Association Rules and Regulations must be enforced uniformly. What is good for one homeowner, must be good for or against another. Failure of the Association to enforce a rule or to enforce it only against certain individuals but not others is prohibited.

As a resident of Mainland of Tamarac Lakes Section Seven, you are also a resident of The City of Tamarac, Florida and subject to that Cities Municipal Code. No action by the city such as issuing of a permit, implies a sanction by the City to violate any deed restriction. Where a local deed restriction coincides with a properly enacted provision of the Municipal Code the City has the right to enforce that deed restriction.

GENERAL RULES AND REGULATIONS

1. Parking or storage of commercial or recreation vehicles, boat and boat trailers.

A. Overnight parking or storage of trucks, or commercial vehicles in excess of one-half ton capacity is prohibited. The overnight parking of vehicles of any kind upon the public right of way, is prohibited.

B. Pick-up trucks and vans are restricted to one-half ton load capacity rating or less.

C. No homeowner or guest may display any type of commercial sign or advertising, whether in an active or inactive enterprise, in any location on a vehicle parked overnight, or for an extended period. Day-time parking of contractors performing services are exempt between 6 AM and 9 PM.

D. Parking of boats and trailers upon any land is prohibited, unless such are completely garaged and/or hidden from view.

E. Temporary Parking for overnight guests is available at the clubhouse area. This parking space may be used in emergencies, only when the homeowners regular parking area cannot be used (due for example, to construction work or some other contingency). This temporary period of time may not exceed 7 consecutive days for the same vehicle, in any 3 month period. In no instance may one vehicle and an additional vehicle owned by the same household, qualify for such parking occupancy. In the event that a scheduled function is being held at the clubhouse, cars must be moved.

F. In the event that a homeowner requires more parking space in order to abide by rule (1) the homeowner may construct additional paved driveway space in front of their home, following

City of Tamarac Code Requirements. Approval and permit must first be obtained from the City of Tamarac, (See City of Tamarac Code Chapter 24).

G. Penalty for Parking Violations. Vehicles which do not conform to the above parking rules will be subject to towing. The vehicle owner will be liable for all costs to the towing company, before the vehicle will be released. Costs will include removal, transportation and storage, etc. Any vehicle removed by the towing agency is subject to the guidelines set forth in the following Florida State Statutes:

The board may keep a record of the time and date of the posting of a notice on the vehicle in violation of the rules. In addition the make, model and license plate number of the vehicle, a statement of the infraction will be noted. The notice must state that the vehicle will be towed after a 24 hour period, starting from the time of the infraction.

(Or in place of the above notice, an alternate to the 24 hours notification might be chosen, such as the number of 24 hour infractions before enforcement is initiated).

H. Penalty for Violations other than Parking. For violation of any rule or restriction in this section, the board can impose fines up to \$100 for each day a violation continues up to \$1000.

I. Vehicle Repairs. No major repair of vehicles is permitted. A major repair is any work on the vehicle motor, brakes, transmission and frame, etc.

Emergency repairs to enable the vehicle to be moved are excluded if the work is not major and does not require more than two (2) hours time.

2. Erection and Altering of Structures.

No structure shall be placed, erected or altered on any lot, until construction plans and specifications and a plot plan, showing the location of the structure upon the lot shall have been approved by the City of Tamarac, Broward County, Florida, and the Board of Directors or an Architectural Committee appointed by the Board.

The Board shall have final approval and give due consideration to the characteristics of the community of The Mainlands of Tamarac Lakes Seventh Section as a retirement community and the ability of any proposed structure to harmonize with that concept (as originally conceived in the Declaration of Restrictions Section 8 D). The Board is permitted to employ aesthetic values, in making its' determinations.

3. Building Repair and Improvements.

Building Permits are required for structural repairs. It is advisable to contact the City of Tamarac Code Enforcement Office before making any repairs, to establish the need for a permit. Failure to do so may incur fines and in some cases complete removal or partial removal of such structure as directed by the City of Tamarac.

4. Use of Homes (Classification R-1).

No trade, business or profession, etc. or any other type of commercial activity shall be carried out upon any of the foregoing described lands.

All lots in the Mainlands of Tamarac Lakes Seventh Section are restricted to the use of a single family, its' household, servants and guests. No accessory buildings may be erected to furnish accommodations for an additional family. The above enforcement must be in accordance with both Federal and Human Relations Law.

5. Use of Lands.

No fences and hedges shall be permitted anywhere within the subdivision, except as approved in writing by the Board, approval may be arbitrarily withheld, unless approved thereafter by vote, at a General Meeting.

Outdoor clothes drying activities are restricted to the rear yards, or in case of corner lots, to a portion of the lot which is more than 25 feet from the street right of way. All clothes poles shall be such that they may be removed by a single person in a minutes time.

No gravel or black-topped or unpaved parking strips are permitted, all alternate types of parking strips must be by permission of the Board and the City of Tamarac Code Enforcement Board, who may issue a permit for the work to be done, if the alternate is acceptable.

One (1) exterior radio, television dish or electronic antenna, may be placed on the rear portion of the home, but shall not exceed 15 feet above the crown of the road, as viewed from the street.

6. Garbage, Refuse and Weeds.

A. The City contracts for disposal of garbage, refuse and weeds, and the cost is financed through the ad valorem tax of the City.

B. Each resident must have a receptacle for storage, which can be closed and must be covered and placed out of plain view from the front and/or sides of a corner home.

C. Unsanitary conditions on private property are definitely stated to constitute a nuisance, since they are health and fire hazards. These are:

(1) Dense growth of trees, vines or underbrush, all weeds, saw palmettos wide growth, rubbish, undergrowth, trash, fallen fruit, dead trees, standing or fallen.

(2) Permitting standing water.

(3) Grass at a height greater than six (6) inches.

(4) Swale maintenance is the responsibility of the owner of the property adjoining the swale.

(5) Unpaved areas of the public right-of-way abutting the private property must be maintained by the owner, as he would his own property.

(6) There is also a strong anti-littering ordinance enforced by the City of Tamarac.

D. In order to maintain the aesthetic qualities of the community, the exterior of all homes must be kept in repair, painted periodically to present a clean and uniform surface etc. The color of all homes must be in keeping with the community decor (white or pastel colors). Driveways must also be maintained to be clean and free of discoloration and oil stains.

7. Utilization of Services.

The owner of any lot agrees to utilize the services performed by Mainlands 7 Maintenance Corporation, Inc. and to pay the reasonable rates or charges, which may be charged for such services as established from time to time, or by changes in ordinance of the City of Tamarac, Florida.

The above includes the pro rata share of costs including taxes for operation, maintenance and repair of the recreation and parking facilities, located upon the following described lands. Parcel R of the Mainlands of Tamarac Lakes Seventh Section, according to the plat thereof, recorded in Plat Book 68, Page 4, Public Records of Broward County, Florida. The above reasonable costs to be payable in equal monthly installments by each lot owner to Mainlands 7 Maintenance Corporation, Inc.

8. Grass Cutting and Trimming.

Grass cutting and trimming is provided as a part of the assessment package. It is understood by the homeowners that access over and through the land must be provided by homeowners. Adequate protection of plants, trees and borders must be provided by the homeowner, (i.e. concrete or ceramic edging). Cutters will not trim around unprotected areas or against fragile barriers.

9. Fertilization and Weed Control.

Fertilization and weed control is provided with the above service (fertilization 2 times per year and weed control once a year). All other control services will be at an added charge and may be specially assessed if necessary.

10. Sprinkler Services.

Routine sprinkler service is provided (i.e. inspection to insure water flow and the replacement of heads and nipples damaged during cutting of grass and trimming). All other system problems will be covered, but at added expense and become a part of the annual budget and if necessary, specially assessed as such.

Homeowners may not, without the consent of the Board, increase the number of sprinkler heads or type of head. Both of the above may increase the water consumption and destroy the balance of water available in the system, usually diminishing flow in a neighbors system.

11. Complaints.

Complaints concerning service should be made directly to the Director in charge of that service. No homeowner shall complain, instruct or follow a worker performing their job. Complaints will be handled between the contractor and the Director in charge.

Written complaints should be placed in the suggestion box or by request placed on the agenda of the next General Meeting. All written complaints must be signed by the addressee or will be disregarded. Complaints by phone will not be accepted before 9 AM or after 4 PM. Calls from persons who will not identify themselves will be terminated.

12. Sale, Rental or Leasing.

It is the duty as well as the responsibility of each homeowner who plans to sell, lease or rent his or her home, to provide the intended lessee, tenant or purchaser with an updated package of information, informing the prospective person or persons, of the fact that Mainlands Seven Maintenance Corporation is a Mandatory Homeowners Association. As a member of this association

assessments are incurred and if not paid a lien may be placed against their property. Also there are rules and regulations which must be conformed to, too avoid penalties and/or fines. (Reference, Florida Statutes Chapter 689.26). As a part of the above rule, no sign of any nature whatsoever shall be erected or displayed, without the written consent of the Board.

Florida law provides that each prospective homeowner must be presented a "Disclosure Summary" before executing the contract for the sale of a home. This Disclosure Summary must be supplied by the parcel owner (seller), to the prospective purchaser (buyer). The "Disclosure Summary" should contain the following:

1. As a purchaser of the property in this community, you will be obligated to be a member of a Homeowners' Association.
2. There have been or will be recorded restrictive covenants governing the use and occupancy of the properties in the community.
3. You will be obligated to pay assessments to the Association. These assessments may be subject to periodic change.
4. Your failure to pay these assessments could result in a lien on your property.
5. There is an obligation to pay land use fees for commonly used facilities (the Recreation Area) included in your assessment which will be your obligation as a member of the Homeowners Association.
6. The restrictive covenants cannot be amended without the approval of the association membership.
7. The statements contained in the disclosure are only summary in nature and as a prospective purchaser you should refer to the covenants and the association governing documents.

13. Orientation Committee.

An "Orientation Committee" will be appointed by the Board from the membership at large.

The "Orientation Committee" will meet the new homeowner or owners to provide a package of information concerning the Association and will provide the new owner or owners an opportunity to ask questions concerning the community, its documents and operations.

If desired by the prospective purchaser the "Orientation Meeting" may be arranged prior to purchase.

The orientation package may include but is not restricted to the following:

1. Disclosure Summary (signature(s) required).
2. Recording Summary (signature(s) required).
3. Declarations of Restrictions.
4. Bylaws.

14. Roof Cleaning and Painting Program.

A homeowner who's roof is tiled, may elect to enter a program providing roof cleaning and painting. (This program does not include roof repair or tile replacement). The program does have the advantage of lower rates, because the money is pooled for a large number of homes and collected by the Association, according to a monthly assessment by each homeowner who voluntarily participates in the project. Payments for this program are based on a two (2) year cycle, beginning April 1 of the first year and end March 31 of the second year. At the end of the two (2) year cycle in October of that year, roofs are pressured cleaned and painted white. Costs for this service may be adjusted at the end of each two (2) year cycle, based on current contracted costs and may reflect an increase or decrease, as the case may be. The program may be terminated upon written request to the Maintenance Board. Once a person removes themselves from the program, they cannot be reinstated.

NOTE: Whether or not you are on or off the tile roof program you are still required to maintain the white appearance of your roof as required by the City of Tamarac Code. Also if you do not have a tile roof but have any other type of covering your roof must have a clean appearance, free of discoloration and stains as required by the City of Tamarac Code.

15. Animals. (City of Tamarac Code must be complied with).

A. No animals are allowed to roam at large. A wandering pet may be picked up by authorized City of Tamarac officials, and retained for five (5) days, by animal control at the owners cost. No pet may be "tied out" on the exterior of a home.

B. Animals must be contained or restrained on a leash no longer than eight (8) feet, when off the owners premises.

C. All animal bites or other bodily damage to others must be reported by the owner, within twenty four (24) hours to the police department.

D. Persons walking an animal are required to carry a scoop or similar visible devise to remove excrement left by the pet on any property other than the owners and then place it in the proper receptacle on the owners property. Blind persons assisted by a see-eye-dog are exempt. Persons convicted of a violation of this ordinance can be fined up to \$500 or imprisoned for up to ninety (90) days or both, (see City of Tamarac Code).

E. No more than two (2) of any animal species (for example: 2 dogs, 2 cats, etc.), may be a part of any single household.

F. Persons walking an animal must not allow their pet to wander back in and through any property but must comply with the spirit of the "curbing law". Keep your pet tethered near the streets edge not allowing the pet leeway to roam freely over and throughout your neighbors' property.

G. Leashes which have an automatic recoil devise allowing a pet more leeway than the legal 8 feet are not permitted on any lot other than the owner's.

H. Pets of any kind are not permitted on the premises of the Recreation Area particularly in activities areas and most especially not within the fenced in area around the swimming pool.

16. Nuisances.

No nuisances or any use or practice that is the source of unreasonable annoyance to others, or which interferes with the peaceful possession and proper use of the property, is permitted. No firearms shall be discharged within any of the community property. Local ordinance for noise abatement must be obeyed.

17. Rules Regarding the Inspection and Photocopying of Association Records.

The records available for inspection and copying are defined as those records designated by the Florida Statutes, Section 617.303(4), as same may be amended from time to time.

A. Persons Entitled to Inspect or Copy.

Any lot owner, or the lot owner's authorized representative (designated in writing), shall have any right to inspect or copy the records of the Association. No other person shall be permitted to inspect or copy the Association records.

B. Inspection and Copying.

1. A lot owner, or the lot owner's authorized representative, desiring to inspect or copy Association records shall submit a written request therefor to the President of the Association. In the absence of the President, the written request may be directed and delivered to any officer of the Association. The written request must specify the particular records the lot owner desires to inspect or copy, including pertinent dates of time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying. No inspection or copying of any other records shall be permitted.

3. A lot owner, or a lot owner's authorized representative, shall not submit more than one (1) written request for inspection or copying of records per calendar month.

4. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location within twenty-five (25) miles of the community as may be designated by the Association. No lot owner or authorized representative of a lot owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

5. Records shall be made available for inspection on or before the tenth (10th) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon written request from the lot owner or the lot owner's representative. This time frame shall be extended in the event the records are so voluminous, or in such condition, or are so old, that obtaining the records within the time frame is not reasonable. The Association shall notify the lot owner or the lot owner's authorized representative, by telephone or in writing, that the records are available for inspection and the location of the records.

6. If, at or subsequent to inspection, a lot owner or a lot owner's authorized representative desires to have a copy of a record, the lot owner or the lot owner's authorized representative shall designate, in a separate writing, which record or portion thereof, for which a copy is desired, or in the alternative, shall designate such record, or portion thereof, by use of a "clip" or "tab" upon the page(s) of the record. If, without inspection, a lot owner or a lot owner's authorized representative desires to have a copy of a record, the written request for inspection or copying shall designate the specific record, or portion thereof,

including page numbers, for which a copy is desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within five (5) working days subsequent to the designation of such records. If there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, then copies of the records shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored, but not sooner than the date the records would be available for inspection if no inspection is made. In the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

7. A lot owner or a lot owner's authorized representative desiring a copy of a record shall pay the reasonable expense of making the copy, which expense shall not be less than the actual cost of making the copy, nor more than the highest amount permissible by law. Payment in advance for the cost of a copy shall be required. Records shall be available in the manner kept only.

C. Manner of Inspection.

1. No written request for inspection or copying shall be made solely to harass another lot owner or resident, or any Association officer, director or employee.

2. For purposes hereof, a lot owner and the lot owner's authorized representative shall be considered one person.

3. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the office/clubhouse. The Association, or the office of the location where the records are being inspected, shall assign one staff person to assist in the inspection of the records, and all requests for assistance and copies during the inspection shall be directed to that person.

D. Enforcement of Inspection and Copying Rules.

1. Any violation of these rules shall be cause for the Association to suspend the document inspection or copying until such time as the violator agrees, in writing, to comply herewith, in which event the inspection or copying shall resume on the next working day after receipt of the written agreement.

2. Requests for inspection and copying not complying with the foregoing rules shall not be honored, but the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying within five (5) working days after receipt of a non-complying request and shall indicate how the request fails to comply herewith.

RECREATION AREA RULES AND REGULATIONS

1. Recreation Corporation's Function.

Recreation Board events are designed as a means to bring the community together, not solely to generate funds. Activities should be such that all ages as much as possible will be served with an interest. All funds generated must be used to promote further social functions and may be used for the purchase of items that will enhance the pleasure of the membership and the utility of the common grounds.

2. No Smoking.

Smoking is not permitted within the confines of the clubhouse. This includes restrooms and is meant to include all areas within the perimeter of the building walls.

Violators may lose clubhouse rights by ignoring this rule and may be subject to fines. Fines levied pursuant to this paragraph may be in an amount of up to One Hundred (\$100.00) Dollars per day of the continuing violation, up to a maximum amount of One Thousand (\$1,000.00) Dollars as permitted by Florida Law.

Smokers outside the clubhouse area are required to dispose of butts in the proper receptacle provided.

3. Use of Common Areas and Facilities.

Owned by corporation. As members you are asked to respect the rights of all co-owners and adhere to and obey the Rules and Regulations of the community.

By virtue of being a property owner you have no authority to enforce the Rules and Regulations. Only authorized persons may carry out the enforcement procedures. The Vice President or a member of the Board designated as the Code Enforcement Officer does have such authority within the limits of the law.

It is expected that all homeowners use tact and tolerance if a violation is witnessed, or a violation occurs. Do not use abusive and embarrassing language to the violator, but if you are so inclined remind the violator tactfully of the violation. If the violation is repeated report the violation to the Code Enforcement Officer for proper action.

The recreation area is the focal point of community activity. This is where cooperation and trust between residents is borne. Animosity, hate and lack of respect for human rights can also develop and polarize and ruin community spirit, if handled improperly.

After using the facilities it is expected that you will leave the area or equipment in the same or better condition, when you have finished with your activity. Janitorial and cleaning services are performed once a week. Your cooperation will be appreciated by all.

4. Pool Rules.

These rules have been formatted to ensure the safety and health of Section 7 residents and their guests. Adherence will also assist in maintaining the proper function of pool equipment. All residents and guests are required to observe and comply with the following rules.

- A. Pool hours are from 7:00 AM to 11:00 PM. The doors to the clubhouse and restrooms will be open from 8:30 AM to 8:30 PM. You will require your key for any other hours. A non-coin operated telephone will be available in the clubhouse for emergency use. (A clubhouse key will open restroom doors for outside access).
- B. The pool and the area surrounding it are restricted to the use of residents of the Association and their guests. Identification is required. Guests will not be permitted to use the pool unless the member is present.
- C. Showering is required before entering the pool. (Three minutes showering will remove body oils and skin lotions).
- D. Children under the age of four (4) and all children or other persons who wear diapers or some other device are not permitted in the pool. (This regulation enforced by Department of Health - chemicals may be detrimental to a child's health in this age bracket.)
- E. Children under twelve (12) must be accompanied by an adult.

Grandparents, Parents and Homeowners' who allow children or other guests to use the pool shall be responsible for any damages or injuries sustained as a result of that use of the pool, the pool deck or other recreational facilities.

- F. Running, jumping or rough play is not permitted anywhere in or around the pool. **Diving is strictly prohibited.**
- G. No glassware of any kind is permitted in or around the pool area. No food or drink is permitted within five (5) feet of the pool.

- H. Persons riding bicycles to the pool must use the stands provided at each end of the pool area. Do not leave any type of vehicle on or near paths.
- I. Persons with wet bathing suits may not enter the clubhouse. (Emergency use of the phone is an exception).
- J. Access to restrooms is available from the side entrances. See (1) above.
- K. Large floats or large toys are not permitted in the pool. Small Floatation devices are an exception.
- L. Bathing suits must be worn at all times.
- M. Throwing of any object into or outside of the pool is prohibited.
- N. PETS ARE NOT PERMITTED IN THE POOL OR THE POOL AREA.

THESE RULES WILL BE STRICTLY ENFORCED.

PLEASE NOTE THIS POOL IS UNGUARDED, ALL WHO USE IT DO SO
AT THEIR OWN RISK.

THE ASSOCIATION RESERVES THE RIGHT TO EXCLUDE AND PROHIBIT ANYONE FOUND IN VIOLATION OF THESE RULES FROM USING THE POOL, THE POOL AREA OR THE OTHER RECREATIONAL FACILITIES. IN ADDITION TO OTHER REMEDIES, FINES MAY BE LEVIED AS A RESULT OF VIOLATION OF THE POOL/RECREATIONAL FACILITIES RULES.

Rules for Use of Recreation Areas: Clubhouse, Pool, and Shuffleboard Areas.

When certain scheduled programs occur or are in progress, that groups presence must be respected and not interrupted, in any manner (i.e. scheduled social affairs, meeting, etc.) no other activity or interruption should occur. Some activities may occur simultaneously and harmoniously. (For example: card games and pool). Others may not. (Board Meetings and pool).

Certain clubhouse areas are locked and may only be accessed with the permission of a designated key holder. This is done to keep control of inventoried stored items, etc. for specific uses, and must be respected.

Rules Regarding Exclusive Use of the Clubhouse:

- A. The Clubhouse may only be reserved by the owners of lots within the Mainlands of Tamarac Lakes Seventh Section. Renters and Guests shall not be permitted exclusive use of the clubhouse. The Board of Directors has the right to deny the exclusive use to any person or persons, in its sole discretion. The clubhouse may not be reserved for holidays such as New Year's Eve, Easter, Hanukkah, Thanksgiving or Christmas or such others as the Board may determine, from time to time.
- B. The Clubhouse may only be used by the person approved by the Association, in advance, their guests and invitees. No person may assign his or her right to use the clubhouse. The reserver must provide the Board of Directors with the names of the non-resident invited guests that are expected to be present in the clubhouse.
- C. All requests to use the clubhouse must be delivered to the Board of Directors at least thirty (30) days in advance of the anticipated use date.
- D. The person requesting use of the clubhouse must clean up after the exclusive use. Any tables, chairs or other furniture must be returned to the place it was situated before the exclusive use. Any decorations, etc. must be removed. The person requesting exclusive use shall bear responsibility for any damages to the clubhouse (or the personal property therein) as well as assume responsibility for any costs sustained or incurred by the corporation for clean up or repair of the clubhouse due to the exclusive use.
- E. The clubhouse may not be occupied after 11:00 pm. The person requesting exclusive use must see to it that the clubhouse is vacated by that time. Further, the volume of music and noise must be controlled so as not to disturb or annoy the residents. The Association reserves the right to terminate the exclusive use by any person or persons creating a nuisance or source of annoyance to the neighboring residents.
- F. When exiting the building, the person requesting exclusive use shall see to it that all of the doors and windows are closed and locked. All appliances, lights (with the exception of the security lights) shall be turned off. Ingress and Egress from the clubhouse shall be by the front doors only (unless there is an emergency).

- G. Only the clubhouse may be used in connection with the exclusive use.
- H. The Association may require a security deposit be placed prior to the date of the exclusive use. This security deposit may be used by the Association for any damages or expenses incurred as a result of the exclusive use.
- I. There shall be a \$50.00 fee charged in connection with the exclusive use.
- J. The person reserving the exclusive use shall be responsible for any injuries or damages that may occur and shall further bear responsibility for any alcohol consumption on the property. Permitting persons under the age of twenty-one (21) to consume alcohol on the premises is prohibited. The Association may require the person reserving the clubhouse to purchase a single event liquor liability insurance policy which names the Association as an additional insured.