

## *Makarios Carriage Homes Rules and Regulations*

The following Rules and Regulations are designed for one basic purpose only, the protection of the rights, privileges, privacy, safety, comfort, convenience, well being and property of our individual owners. They are simply a codification of what is believed necessary to promote decent, courteous and considerate relations among all residents of Makarios Carriage Homes, whether they are owners, renters or guests. For the purposes of these Rules and Regulations, several words are defined for clarification:

**Owner:** one who has purchased a unit. This includes members of the purchaser's immediate family who reside in the unit.

**Resident:** one who is residing in the unit, whether or not he is an owner.

**Guest:** one who is visiting a resident on an overnight or longer base.

**Renter:** one who rents or leases a unit from an owner.

**Visitor:** one who is invited or drops in for a brief social visit.

1. **General.** The Board of Directors of the Association, or the Manager at the direction of the Board of Directors, will be responsible for implementing and enforcing these Rules and Regulations, and it is expected that all owners, residents, guests and visitors will cooperate fully. The Board of Directors shall have the authority to interpret these Rules and their determination shall be controlling. The Board of Directors may from time to time establish fines or penalties for violations of the Rules provided that all such fines or penalties are uniformly enforced against all owners and residents in accordance with the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association (collectively the "Governing Documents"). If any assessed fine or penalty that has not been paid within two (2) weeks after written notification to the resident and the owner of the unit (if the owner is not in residence) the Board of Directors shall have the authority to take enforcement actions against the Owner, in accordance with the Governing Documents. (See Page 6 – "Fines Schedule")

(A) Any and all concerns about non-compliance with the Rules and Regulations should be reported first to the Community Association Manager. The Community Association Manager will follow procedures established in the Documents or by the Board of Directors for notifying the accused offending party of the concern or complaint. The Community Association Manager will notify the chair of the Compliance Committee of the concern or complaint and of the action taken.

(B) If it appears that there has been inadequate response to the concern or complaint by the Community Association Manager or the accused offending party, the concern or complaint may then be taken to the Compliance Committee. The follow-up of a concern or complaint may be submitted directly to the Compliance Committee at a regularly scheduled meeting of the Committee. Follow-up of a concern or complaint may also be submitted to an individual member of the Committee who will then present the matter to the Committee at a regularly scheduled meeting for consideration and action.

2. **Use of Facilities.** The comforts and facilities of the Condominium are primarily for the use of residents and guests. Owners will be responsible for the actions of their renters, guests and visitors and must be mindful of the rights of other residents. The Association, acting through its managing agent, has the sole authority to operate and maintain the Common Elements of the Condominium and to regulate the use of the Common Elements. Individual owners and other residents of the condominium do not have the authority to waive or modify any requirements of the Governing Documents or these Rules and Regulations, nor permit the use of the common facilities in violation of the Governing Documents or these Rules.

3. **Maintenance.** An owner or resident shall maintain his Unit in a good state of preservation and cleanliness at all times so that neither his Unit nor any other Unit will be damaged by his neglect. Each Unit must be sprayed regularly by a professional pest controller and each resident shall permit entry to the Unit for this purpose. Everything within the Unit is the Responsibility of the Owner.

4. **Balconies, Lanais and Unit Exteriors**. It is prohibited to hang towels, laundry, rugs, etc. from the windows, balconies, lanais, trees, or from any of the facades of the condominium structures. No awning guards shall be used without the prior written approval of the Board of Directors.

- (A) Window treatments, blinds or interior shutters exposed to exterior view shall exhibit no colors except those in a range from white and off-white up to and including shades of brown (solid colors only), and shall be of commercial style and quality. Gauze, lace or other fabrics, conforming to or in keeping with color and commercial style and quality standards are permitted. The association strongly recommends against the use of “window tinting” materials because research has shown that their use may present a safety hazard and possibly void the window warranty. Lanai “sun-shades” as described in Attachment “G,” may be installed after an owner submits a modification request form (Attachment “D”) and receives Association approval. Window treatments, blinds or shutters should be in place within 30 days of occupancy.
  - (i) Hurricane shutters may be installed after an owner submits the documents as described in Attachment “A”, a request form (Attachment “D”) and receives association approval.
- (B) Balconies, lanai, and entry porches may not be used for storage. Except for porch furniture, potted plants, and other similar items typically kept permanently on balconies and lanais, no other objects shall be left on a lanai or balcony when not in actual use, including without limitation children's toys and dead and dying potted plants. All furniture and other objects shall be removed from balconies and lanais during hurricane warnings and other periods of high winds. No grills, including electric grills, are permitted on balconies or lanais.
- (C) The exterior of the Units and all other areas appurtenant to a Unit, including the porches, lanais and entry porches shall not be painted, decorated, enclosed or modified in any manner without prior written approval of the Board of Directors in accordance with the provisions of the Declaration and the By Laws. No wiring will be installed for electrical or telephone equipment nor will there be any installation of any type of television antennae, satellite dish, air conditioning units or other similar or dissimilar equipment, on the exterior of the buildings or that protrudes through the walls or roof of the building unless authorized by the Board of Directors.
  - (i) Unit owners are permitted to hang a wreath on their entrance door provided the “holder” does not damage, alter or mar the door. The Association, through its Board of Directors sole discretion, may require that an owner remove a wreath, if the wreath appears to be improperly maintained or presents a negative impression.
  - (ii) A satellite dish, as described above and in Attachment “B,” may be installed after an owner submits a modification request form (Attachment “D”) and receives association approval.
  - (iii) Intercoms may be installed, but not replace existing doorbell and must be similar in size, shape and color of builder installed intercoms after an owner submits a modification request form (Attachment “D”) and receives association approval.
  - (iv) “Invisible screen doors” (as described in Attachment “E”) may be installed after an owner submits a modification request form (Attachment “D”) and receive association approval.
  - (v) Owners may have outdoor “Holiday Decorations” as described in Attachment “F”.
  - (vi) Owners are permitted to attach items to the walls of their lanais and/or balconies (items that attract wildlife i.e. bird feeders are not permitted) and are responsible to repair and/or reimburse any expense to restore the wall to its original state. The Association, through its Board of Directors sole discretion, may require that an owner remove an item, if it appears to be improperly maintained or presents a negative impression.
- (D) Guidelines for painting the exterior walls located within a screened balcony or lanai shall be as follows:

- (i) Written authorization of the Association is required prior to any work that affects the exterior of the building. A written request along with a paint sample must be submitted to the Association for review.
- (ii) Neutral colors ranging from white to beige are acceptable, although the least amount of contrast with the exterior color of the building is preferred.
- (iii) The paint must have elastomeric qualities to provide waterproofing.
- (iv) Color change will be at the expense of the Owner and subsequent maintenance of that area shall be the responsibility of the Owner. Exterior walls that differ in color from the rest of the building will no longer be included in the waterproofing/painting program of the Association. However, the Owner may be required by the Association to paint the area at the same time as any Association project to ensure uniform maintenance of the building.

5. **Disturbances.** All persons shall avoid the excessively loud playing of musical instruments, radios, television, or other sound producing instrument or equipment, and shall avoid making any noises that shall disturb or annoy their neighbors. This applies to each Unit and the Common Elements.

6. **Signs.** No one shall post any advertisements or posters of any kind in or on the windows, entry porches, balconies, lanais, or other areas of a Unit, or on any vehicle, visible from the exterior or any part of the Common Elements, including "For Sale" and "For Rent" signs except as authorized by the Declaration of Condominium or the Board of Directors. No flags, pennants, bunting, decorative or declarative symbols or devices visible from the Common Elements. No security signs or political signs are permitted. An owner may affix a security decal, not to exceed 36 square inches, on the glass adjacent to his or her entry door or other window locations. The use of temporary signage for an "Open House" is permitted when placed and removed by the real estate person, agent, or owner during weekends and holidays only. When an open house is in use, no permanent access codes are permitted to be posted at the gate and only temporary access codes should be used in any ads or postings.

7. **Common Elements.** Driveways, parking lots, sidewalks, shall not be, in any manner, obstructed. Residents may use an electric bar-b-que grill in their own driveway as long as it is a minimum of 10 feet from the buildings (per fire code) and never left unattended. Any and all damage(s) to the Common Elements or Limited Common Elements or any equipment located thereon or to personal property of another caused by an Owner, his/her children, guests, visitors or renters shall be repaired/replaced at the sole expense of the Owner or said owner's insurance company.

- (A) No more than two plants may be placed outside a Unit's entrance doorway. The height of any plant, any container, or any plant in a container, cannot be higher than the unit's address as seen from the street. Placement and overall size of the plant and/or container cannot appear to hamper access. Artificial plants and/or plant stands of any type may not be used in entranceways. Hanging plants are not permitted on the exterior of any building.
- (B) Owners may place a bench, chair(s) or "ensemble" near a front door entranceway assuming the owner adheres to all principles and guidelines detailed on Attachment "C" of these rules.
- (C) No fishing in the ponds.
- (D) Owners may not conduct a "public sale" (i.e. garage sale, inside sale, estate sale, etc.) without prior written approval from the Association.
- (E) Smoking, including smokeless tobacco, is prohibited at the mailboxes and surrounding areas.

8. **Unit Access.** The agents of the Association or any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the Declaration of Condominium or the By Laws of the Association. However, except in an emergency or for regular pest control, such entry will be made only by prearrangement with the resident. Units with security systems must make individual arrangements for entry by service personnel, including pest control. All residents shall provide to the Association's managing agent a copy of the key or keys necessary to gain

access to the Unit. Any contractor or workman entering any Unit in the absence of the resident must leave notification of said entry and the purpose thereof in a readily visible location.

9. **Storage.** No part of the Common Elements shall be used for storage of any materials, boats, vehicles, or any other items. No inflammable oils or fluids, explosives or other articles deemed hazardous shall be stored on the premises.

10. **Refuse.** All trash, garbage and other refuse shall be placed in solid, sanitary refuse disposal containers with securing lid on the walkway in front of the respective unit. No plastic bags of any kind will be permitted for refuse disposal. Failure to do so may result in having the owner reimburse the Association for the clean-up expense. Owners putting trash out the night before pickup must not do so prior to 12:00 PM EST. Individual trash containers must be kept within the Condominium Unit and/or garage in a sanitary manner and may not be placed on lanais, balconies or entry porches. All refuse containers must be brought into the Condominium Unit and/or garage no later than 8:00 PM EST on the day of trash pick-up. One ordinary waste basket, not to exceed 32-quart size or used as food waste receptacle, may be kept on the screened lanai or balcony.

11. **Children.** Residents shall be responsible for the actions of their children and for any damage to the Common Elements of Common Facilities caused by their children or the children of their guests or visitors. The Board of Directors may establish additional regulations regarding the use of common facilities by children, including by way of example, requiring that adults accompany children using common facilities and prohibiting children from using common facilities during certain time periods.

12. **Association Approval.** Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Boards of Directors.

13. **Rental and Guests.** Leasing of the Unit by the owner shall be permitted under the following terms and conditions:

- (A) All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease and dispossess the renter for material violations by the renter of any of the provisions of the Governing Documents or these Rules or any law, regulation, agreement, document or instrument affecting the Condominium. A copy of the fully executed lease shall be provided to the Association. The minimum lease term shall be six (6) months. Subleasing is not permitted.
- (B) The maximum number of occupants that will be permitted to stay in any rented Unit is six. No tenant shall be less than twenty-two (22) years old, except dependent children of tenants residing with their parent or parents.
- (C) Each owner is fully responsible for any damage to the Common Elements caused by a tenant or guest, and to pay fines for violation of the Governing Documents or these Rules by the tenant, guest or other occupant of the Unit. The Owner shall maintain liability insurance covering tenants and guests.

14. **Pets.** No pets or animals shall be kept or maintained in or about the Condominium Property except dogs, cats, small birds, and fish. Herein after referred to as "Pets." A conditional license to maintain two pets, as defined above, in the owner's Unit, is granted to Owners, subject to the following conditions and reservations:

- (A) Dogs and cats must be kept on a leash at all times while on the Common Elements.
- (B) Owners of Pets are required to pick up after Pets.
- (C) An owner is fully responsible for any damage to person or property caused by his Pet. In the event of any damage to the Condominium Property caused by any Pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the Unit owner shall be subject to assessment by the Association for the amount of damage.

- (D) In the event a Pet dog or cat gives birth, the offspring may be kept on the premises for no longer than eight (8) weeks. Immediate notice of this event must be given to the Associations' agent.

This conditional license is subject to revocation and termination at any time by the Board of Directors upon their reasonable determination that such Pet is vicious or is annoying other residents or is otherwise a nuisance.

15. **Parking.** Parking areas adjacent to Condominium buildings are for operable passenger automobiles and vans, motorcycles, pick-up trucks of one ton capacity or less, mopeds and bicycles only (collectively, "Permitted Vehicles"). Vehicles in commercial use are prohibited anywhere on the property and are identified as having contact information (i.e. address, telephone or fax numbers, website, etc) on their exterior that's readable beyond 15 feet. Exceptions include local, state, and federal vehicles (i.e. police, military vehicles etc). Vehicles, parked on the roadway or grass, are considered "illegally parked" and may be towed without notice at the vehicle owner's expense. The Association, at its discretion, may request that a vehicle be removed from the property that appears to be improperly maintained or so unsightly that it presents a negative impression of the community (i.e. leaks, trash in plain sight, vehicle used for storage etc).

- (A) No boats, trucks greater than one ton capacity, trailers, motor homes, campers or other vehicles or objects shall be parked on the Condominium Property. Exceptions include the temporary and occasional parking of moving vans, professional home movers, service vehicles (i.e. cable TV, home appliances, A/C system, carpet cleaners, etc) and emergency service vehicles. These vehicles may park on the property in the performance of their specific duties.
- (B) No owner or any other person may wash, service (such as oil change or tune-up), repair, store, or place on blocks any motor vehicle (including Permitted Vehicles) on the Common elements of the condominium property. Provided, however, the foregoing shall not prohibit emergency repairs necessary to move a Permitted Vehicle completed within 72 hours.
- (C) Each Unit has two designated parking spaces, one in the garage of the individual unit the other in the driveway directly in front of the Unit. The Association may require Owners, tenants, and other residents to park additional cars in other areas.

16. **Recreational Pavilion/Pool Area.** The recreational facilities are for the use of Makarios Carriage Homes and Anastasia Dunes Owners and their guests. Guests must be accompanied by the Owner while using the facilities. Please observe common sense and courtesy toward others while in these areas. The pool located within the Makarios property (Makarios pool) is not shared with Anastasia Dunes. The Makarios pool has the same rules as the shared pool with two exceptions. One, any reference to a Pavilion is not applicable. Two, the Makarios pool is for use by Makarios owners and their guests only.

- (A) The Pavilion is a non-smoking facility. The Makarios Pool and Pool Deck is also a non-smoking facility, to include smokeless tobacco.
- (B) The Pavilion is available only from 8:00a.m to 10:00 PM.except for Board approved Association events.
- (C) Children under the age of sixteen must be supervised at all times while in the pool area.
- (D) Pets are not allowed in the pavilion or pool area.
- (E) The use of amplified music/speakers is prohibited in the pool area except for approved social events. Excessive noise will not be permitted.
- (F) Pool hours are limited to those posted in the pool area.
- (G) All posted safety regulations are to be observed.
- (H) No food or drinks are allowed within four feet of the pool.
- (I) No glass containers are allowed on the pool deck.
- (J) Diving is not allowed.
- (K) In case of emergency call 911.

17. **Speed Limits.** The speed limit throughout the property is 15 miles per hour.

18. **Skateboards, roller blades and roller skates.** The use of skateboards, “rip-sticks”, roller blades and roller skates is prohibited.

19. **Amendment.** These Rules and Regulations may be amended from time to time by a majority of the Board of Directors in accordance with the requirements of the By Laws, or may be amended by a majority vote of the owners at a meeting duly called for such purpose; provided however, for so long as Declarant holds any Units for sale in the ordinary course of business, rules and regulations which are, or have the effect of being detrimental to the sale of Units by the Declarant, shall require the written approval of Declarant before becoming effective without their written approval. All provisions of the Rules and Regulations must be uniformly enforced against all owners, renters and residents of the Condominiums.

**“Fines” Schedule**

The Board of Directors has approved the following fines to be levied against an owner who violates the community Rules & Regulations. In most instances, an owner will be given written notice of the infraction, the fine to be imposed and an appropriate time period to correct the problem. However, in some cases that may not be practical because the observed infraction may have already caused possible damage or safety concerns. Examples include, but not limited to, speeding, not picking up after a pet, pets not on leash, damaging the common elements.

In all cases, an owner has recourse and may personally present his or her reason that the fine not be imposed. An owner must decide within a reasonable time frame whether he or she has decided to appeal the fine. If the owner chooses to appeal, then a meeting will be scheduled with the “Appeals Committee.” This committee is comprised of other unit owners and non-Board members or members of the Board’s family. They will listen to the owner’s rationale and decide whether to modify the amount, waive it, or uphold the original fine.

Below are examples of rules infractions and the corresponding fines. This list may not be all inclusive and can be modified at any time at the sole discretion of the Board of Directors. In addition, the Board may impose a different fine amount if they believe the fine is warranted (i.e. vandalism, personal safety, continuing property damage, etc).

TYPE OF INFRACTIONS	EXAMPLES	FINES
<p style="text-align: center;">“Minor Violations” “Inappropriate use of Common or Limited Common Elements”</p>	<ul style="list-style-type: none"> <li>• items attached or hung on buildings, railings, or landscaping (i.e. bird feeders, flags, towels, blankets, etc)</li> <li>• items kept on common property (i.e. bikes, hoses, garbage pails, etc)</li> <li>• non-approved signs</li> <li>• plants kept on the common property or placed in the ground</li> </ul>	<p style="text-align: center;">\$25 per day (not to exceed \$1,000)</p>
<p style="text-align: center;">“Safety Violations” “Damage or Inappropriate use of Common Elements” “Violations of State/County Law”</p>	<ul style="list-style-type: none"> <li>• damage to pool, pool furniture, common element equipment, landscaping, or structures*</li> <li>• not picking up after pet</li> <li>• pets not on leash</li> <li>• skateboarding, roller-blading, or roller skating on property</li> <li>• speeding on Makarios Drive</li> <li>• use of pool or pavilion outside of the</li> </ul>	<p style="text-align: center;">\$75 – 1<sup>st</sup> occurrence \$100 – 2<sup>nd</sup> occurrence TBD – 3<sup>RD</sup> occurrence</p>

	posted hours of operation • walking through perimeter landscaping	
“Storage of Hazardous Material”	• LP tanks over 1 lb on property	\$25 per day (not to exceed \$1,000)

*\* Note: the cost to replace or repair the damage will be added to the fine.*

## **Attachment “A”**

### **Hurricane Protection and Precautions**

1). In accordance with Chapter 718 Florida Statutes, the board has approved rolling hurricane shutters for installation at the Carriage Homes at Makarios Condominium. Such rolling shutters shall be the color "white" to match existing metal fascia, may be manual or motorized operation, incorporate a "square" housing, and shall be demonstrated to meet or exceed the hurricane protection standards and design wind loads of the applicable building code.

2). A unit owner who elects to install hurricane shutters must first submit a shutter installation proposal to the Condominium Association Manager for approval of the selected product, installation method, and appropriately licensed installer. All such installations are subject to any other applicable provisions of the Declaration of Condominiums, By-Laws, Rules and Regulations, as modified from time to time, and shall also be inspected and approved by the Condominium Association Manager prior to final release of the licensed installer. The installation, replacement, operation, repair, and maintenance of such hurricane shutters (in accordance with the condominium documents), shall be the sole responsibility of the unit owner.

3). A unit owner who plans to be absent during the hurricane season must prepare their unit for such season prior to departure. Examples include: removing furniture, grills, and other items from lanais and balconies, and/or plants, pots, or other items from entranceways. In addition, a unit owner should designate a responsible firm or individual to care for the unit should the unit suffer hurricane damage, and furnish the association with the name(s) of such firm or individual.

4). Only upon issuance of hurricane warnings, may hurricane shutters be used in accordance with the specifications adopted herein by the Board of Directors. Furthermore, if an owner is absent, it is still the owner’s responsibility to make arrangements with a third party to lower the shutters and then, at the end of the storm, raise the shutters. Hurricane shutters should only be in the down position once a local hurricane warning has been issued and then raised once the storm has passed.

5). All loose or movable objects shall be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather condition characterized by high winds.

6). The board may, in accordance with Chapter 718, adopt additional rules and regulations regarding hurricane protection.

7). Contact your management company for a list of vendors. *(Please note that any list provided by the management company is not meant to imply an endorsement or limit a unit owner’s choice of vendors.)*

## Attachment “B”

### Satellite Dishes

The Board of Directors has determined that the governing documents adequately define the requirements for installing a satellite dish and the board’s responsibility to ensure that an installation is not detrimental to the association or its members. In order to help understand that decision, the following are excerpts from the Makarios Carriage Homes documents concerning the major factors, restrictions, and appropriate document submissions associated with satellite dish installations.

Item	Excerpt	Reference
Satellite Placement	“The small satellite dishes may be placed on a Unit or a Limited Common Element appurtenant by a Unit subject to reasonable rules and regulations established by the Board of Administrators which do not unreasonably interfere with the reception of the satellite signal.”	Declaration of Condominium for Carriage Homes at Makarios Article XV. (J)
Installation and Wiring	“No wiring will be installed for electrical or telephone equipment nor will there be any installation of any type of television antennae, satellite dish, air conditioning units or other similar or dissimilar equipment, on the exterior of the buildings or that protrude through the walls or roof of the building except as authorized by the Board of Directors”.	Rules and Regulations Item 4. (C)
Location Restrictions Approval Criteria Architectural and Escrow Requirements	“nor shall any Unit owner... install, erect or attach to any part of the exterior or roof of any Unit or any part of the Common elements any sort of radio or television aerial, whether for sending or receiving; nor shall any owner erect or construct any original construction; provided, however, that if the Board of Directors of the Association finds that it is not detrimental to the interest of the Association and its members, it may authorize a Unit owner to make such a change, modification, or alteration, provided that: (a) the alteration does not adversely affect the Association, (b) a copy of plans for any such alteration prepared by a licensed architect and a copy of the construction contract shall be filed with the Association and approved by the Board of Directors prior to commencement of work, and (c) the full cost of the same is first placed in escrow with the Association.”	Declaration of Condominium for Carriage Homes at Makarios Article IV. (B) 3.
Establishing Rules Installation within Unit boundaries or the Limited Common Elements only Reception Does Not Alter Requirements	“The Association, through its Board of Directors, shall establish rules and regulations which govern the installation and use of small dish satellite receivers of paid programming. Such rules and regulations shall govern the location of such dishes and limit same to the boundaries of the residential Units and the Limited Common Elements controlled exclusively by the Unit owner. Such rules and regulations shall not unreasonably restrict the location of the dish to allow the receipt of the programming signal. The fact that the location of a Unit owner’s Unit or the Limited Common Elements exclusively controlled by that Unit owner does not allow reception of the programming signal does not authorize the Unit owner to install the dish at a location other than within the boundaries of his Unit or the Limited Common Elements controlled by the Unit owner.”	Declaration of Condominium for Carriage Homes at Makarios Article XXI. (H)

**APPROVAL PROCESS:** The above summary is intended to provide a quick reference and assist owners in determining how to proceed with a request for a satellite dish installation. It is the owner’s responsibility to be familiar with the technical requirements or code regulations that determine the proper placement, wiring, maintenance, and/or other factors affecting the use of a satellite dish receiver.

The owner must submit a modification request (Attachment “D”) for association approval before installing a satellite dish. If clarification is needed, owners are responsible to contact the association. Failure to do so does not reduce owner liability and may result in a non-compliance situation.

Attachment“C”

**Bench, Chair(s), or “Ensemble” near Unit Entranceway.** The placement of a bench, chair(s) or “ensemble” near an entranceway will be determined by the following principles and guidelines.

- **Architectural Integrity** – Item(s) near entranceways cannot deter from the architectural integrity that currently exists. This will apply in terms of width, height and placement.
- **Aesthetic Image** – The item(s) physical appearance must be aesthetically pleasing in terms of the material, color, maintenance and/or any other physical characteristic that affects a visual assessment.
- **Quantities and Definitions** – The total number of items near an entranceway cannot exceed the use by two adults. This could mean one bench that seats two adults or a maximum of two chairs; one for each adult. An “ensemble” is defined as the use of a small table near the bench or chair(s). The use of a bench, chair(s) or ensemble must comply with all of the criteria defined in this section.
- **Entranceway Placement** – This is the only acceptable area where a bench, chair(s) or ensemble may be placed. The area is determined by the “building overhang” that exists above the front door entranceway. The size of the overhang is different for the TOP, MIDDLE, and END unit entrances; thus providing a different, yet similar, placement requirement.
- **Impact on Property Value** – Item(s) considered having a negative affect on a specific unit or overall property value will be deemed unacceptable at the sole discretion of the Compliance Committee.

The following chart summarizes many of the physical and aesthetic requirements, but may not contain every variation or consideration that exists. Any omission is not meant to be an implied acceptance, but rather a reason for an owner to request clarification before he or she places a bench, chair(s) or ensemble near an entranceway.

Criteria	Front Door Entranceway		
	End Unit	Middle Unit	Top Unit
Item(s) cannot extend beyond the Building Overhang	Overhang is above the two windows on each side of the entrance door.	Overhang is above the front door and above the window facing the street.	Overhang is from the front door to the railing at the top of the outside front stairs.
Height Limitations	If under the double hung window, height cannot exceed the window midpoint.  If under the fixed window, height cannot be above the bottom trim.	If under the double hung window, height cannot exceed the window midpoint.  If against the wall, no height limits.	If against the railing, height cannot exceed the height of the railing.  If against the wall, no height limits.
Maximum Width – Bench	5 Feet Wide	5 Feet Wide	4 Feet Wide
Maximum Size – Chair	Each Chair(s) for One Adult Only – All Entranceways		
Material	Any high quality exterior grade material including painted steel, aluminum, wrought iron, concrete, wicker, or wood.		
Color	Color must complement and blend with the exterior of the building and must not be considered a “visual nuisance.” The least amount of contrast with the building is preferred		
Maintenance	All item(s) must be properly maintained including washing or painting, applying rust preventatives, and/or any other commonly used process that maintains outdoor furniture.		
Prohibited Item(s) and Other Restrictions	Folding chairs or tables, lawn furniture, beach chairs, and/or indoor furniture of any type is strictly prohibited.  Item(s) cannot be permanently attached or affixed to the wall, ground, railing, or to any part of the building exterior in any manner.  Chairs, benches and/or tables cannot be used as a plant stand, figurine or ornament holder.		

**APPROVAL PROCESS:** Owners must submit a written request (Attachment “D”) to modify the exterior of his or her condominium and gain association approval before placing a bench, chair(s) or ensemble near an entranceway.

If clarification is needed, owners are responsible to contact the association before placing a bench, chair(s) or ensemble near an entranceway. Failure to do so does not reduce owner liability and may result in a non-compliance situation. An owner may request a hearing to review the committee's decision. If a hearing is held and the decision is not reversed, or the owner refuses to remove the item(s), then the owner may be subject to a fine for each day of non-compliance.

Attachment "D"

Carriage Homes at Makarios  
Condominium Association, Inc.

Modification to Unit Request Form

I, \_\_\_\_\_, owner of the condominium at \_\_\_\_\_ request approval to make the following modifications to the exterior of my condominium.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that according to the Declaration of Condominium for Carriage Homes at Makarios and Chapter 718 Florida Statute, I must conform to the guidelines and specifications that determine the appropriate methods and descriptions for any modification to be approved.

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Date)

Received modification request form on \_\_\_\_\_.

\_\_\_\_\_  
(Association or Agent)

Written response sent to owner on \_\_\_\_\_, with the following determination:

- (a) \_\_\_\_ Approved
- (b) \_\_\_\_ Denied
- (c) \_\_\_\_ Under Review

\_\_\_\_\_  
(Association or Agent)

\_\_\_\_\_  
(Date)

## Attachment “E”

### “Invisible Screen Doors”

#### Purpose

This attachment pertains to outdoor mounted invisible screen doors installed on front doors. Indoor mounted invisible screen doors are part of an owner’s unit and therefore not affected by this criteria or process.

#### Description

The name “invisible screen doors” is used to describe a screen door that cannot be seen regardless of whether the screen is in the opened or closed position. It appears this way because the screen rolls into a small square shaped holder that is mounted on the inside of the door frame. When opening or closing, the screen rides along several support sections that are also mounted on the inside of the door frame. These support sections are called the invisible screen door’s “trim.” Screen and trim colors are often customer options.

#### Suppliers

Contact your management company for a list of vendors. *(Please note that any list provided by the management company is not meant to imply an endorsement or limit a unit owner’s choice of vendors.)*

#### Criteria

The following are the screen and trim color criteria for invisible screen doors installed on the outside of front doors.

- Screen color must be black to match the front door.
- Door trim must also be black except if the following condition exists:

If a second floor unit owner replaces a white screen door, it is to be replaced with white trim if the adjacent owner has a white trim screen door. However, if the adjacent door has black trim, or does not have a screen door, then the new door’s trim must be black. (This requirement does not apply to first floor units because their front doors do not share close proximity.)

Note: this situation may occur because invisible screen doors with white trim have been installed prior to this attachment. The Association reviewed the existing installations and determined that the invisible screen doors met the quality criteria and should therefore remain in place.

- If a second floor unit owner replaces a white trim screen door, and is not matching his or her neighbor’s white trim screen door, then the replacement must have black trim.

#### Responsibility

The installation, replacement, operation, repair, and maintenance of invisible screen doors (in accordance with the condominium documents), shall be the sole responsibility of the unit owner.

#### Approval Process

The unit owner submits a Modification Request Form (Attachment “D”) to the management company that includes the manufacturer’s name, contractor’s name, installation details, warrantee information and/or other specifications that would help determine product quality.

The management company may request additional information before a decision can be made.

## Attachment “F”

### “Holiday Decorations”

#### Background

Each year St. Augustine celebrates the Holiday Season with its “Nights of Lights.” This tradition has gained national recognition and is considered an integral part of the St. Augustine appeal. In order to demonstrate support to the larger St. Augustine community, Makarios owners are permitted to decorate the outside of their units within a similar timeframe as the “Nights of Lights” and in accordance with the following guidelines and restrictions.

#### Guidelines for Holiday Lights/Decorations

**When:** Decorations and/or lights may be installed beginning on the Saturday before Thanksgiving and removed no later than the second Sunday after New Year’s Day. This time period is within St. Augustine’s “Nights of Lights” schedule of late November to the end of January.

Lights may be turned on after dusk and extinguished no later than midnight.

**What:** UL Approved outdoor holiday lights. Bows, garland, and/or wreaths are allowed. No “inflatable” statues or holiday scenes.

**Where:** Lanais, balconies, front step railings, entranceways, windows, doors, and shrubs in common area along wall to lower units or adjacent to steps to upstairs units.

#### Restrictions

1. Nothing may be attached to the roof or roof overhang.
2. No hooks, hangers, or other connectors that may damage or put a hole in any exterior surface of the building including doors. Lights and decorations may be attached by using materials such as twist ties, wire supports, suction cups, or by simply wrapping the decoration around an existing structure or shrub.
3. No wires or extension cords may cross over walkways or be placed in a location that would inhibit the landscaping crews or cause them to move the wire(s) in order to complete the weekly landscape maintenance needs.
4. No item should be placed in such a way to impair unit access or present a possible safety concern on steps or entrances.

#### Responsibility

Any damage to the building or shrubbery will be the responsibility of the owner to repair or replace.

The Association, at its discretion, may request that an item be removed or re-located if the item appears to be a possible hazard or presents a negative image. Unit owners must comply with the Association’s request within 48 hours upon receipt of notification or be subjected to a fine for each day of non-compliance.

## Attachment “G”

### “Lanai Sun-Shades”

#### Guidelines for Lanai Sun-Shades

**Material** – Commercial style and quality made of vinyl “PVC coated polyester yarn” or its equivalent

**Brand Names** – Graber Sheer Weave, Hunter Douglas Sheer Weave, Phifer Sheer Weave

**Color** – Blinds must be in a neutral range from white/off-white, up to and including brown; solid colors only.

**Usage** – During day-light hours only

#### Installation Requirements

5. Shades can only be installed on the inside of a lanai screen and secured in a way to prevent “flapping” against the screen.
6. The shade must be wide enough to cover the width of the lanai. Two shades, side by side, are permitted, provided they cover the total width of the lanai and the shades are kept level with each other.
7. Shades should be the “roller shade” style.

#### Qualified Suppliers

Contact your management company for a list of vendors. *(Please note that any list provided by the management company is not meant to imply an endorsement or limit a unit owner’s choice of vendors.)*

#### Approval Process and Responsibility

Owners must submit a modification request form (Attachment “D”) and receive association approval prior to installation. The supplier can provide the necessary information to help complete the request form.

Any damage to the lanai walls or ceiling will be the responsibility of the owner to repair.

Owners are responsible for raising or removing the shade when there is a possibility of strong wind conditions and to ensure that the shade, whenever it’s in the down position, does not cause a noise nuisance by knocking against its frame or screen.

The Association, at its discretion, may request that a shade be removed or raised if it appears to be a possible hazard, presents a negative image, or in a down position during non-daylight hours. Owners must comply with the Association’s request within 48 hours upon receipt of notification. If an owner is unable to do so, the Association may have to initiate corrective action at the owner’s expense.