

**EXHIBIT E**

**RULES AND REGULATIONS**  
**AMENDED AND RESTATED**

**FOR**

**COURTYARD HOMES ASSOCIATION, INC.**  
**(A.K.A. SPOONBILL LANDINGS AT PERICO BAY CLUB)**

The Rules and Regulations hereinafter enumerated as to the referenced Development shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all Owners. The Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, personnel for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Owners, pursuant to the terms of the declaration of Covenants and Restrictions ("Declaration"), the Articles of Incorporation of the Association, the By-Laws of the Association and Florida Law. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration and any of the exhibits attached thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the subdivision and any facilities services made available to the Owners. Any waivers, consents of approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

**1. VIOLATIONS OF RULES AND REGULATIONS**

1.1 Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the officers of the Association. In the absence of the President, the Association Manager should be notified in writing.

1.2 Violations will be called to the attention of the violating Owner by the President of the Association and the President will also notify the appropriate committee of the Board of Directors.

1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

**2. FACILITIES**

The common facilities of the subdivision (the "Common Properties" referred to in the Declaration) are for the exclusive use of Association members, lessees and guests. Any

damage to the Common Properties or equipment caused by any resident or a resident's guests shall be repaired at the expense of the Owner involved.

3. **SIGNS**

No sign of any kind shall be displayed to the public view on the properties, except only one sign, if not more than 12" X 14" displaying the words "open house", during daylight hours while someone is in a unit, may be approved by the Association, (in locations and in accordance with design standards approved by the Association Board). No sign of any kind shall be permitted to be placed inside or on the outside walls of any building or on any fences in the subdivision, nor on the Common Properties, nor on any entryways or vehicles within the subdivision.

4. **ADDITIONAL STRUCTURES**

4.1 No tents, shacks, tanks, temporary or accessory buildings or structures shall be permitted in the subdivision at any time or used at any time as a residence, either temporarily or permanently.

4.2 No swimming pools or patios shall be permitted except those patios included as part of the original structure when the Units were constructed.

5. **SOLICITATION – COMMERCIAL ENTERPRISE**

There shall be no solicitation by any person anywhere in the subdivision for any cause, charity or any purpose whatsoever, unless specifically authorized in writing by the Board of Directors. No commercial enterprise shall be conducted in the subdivision or from one's home, except so long as its use conforms to the zoning regulations, is not detectable by sight, sound or smell, and does not increase traffic within the subdivision.

6. **FENCES**

Fences are not permitted.

7. **LOT MAINTENANCE**

All Lots must be kept clean and free from equipment, debris and unsightly structures. In case of failure of the Owners to do so, the Association reserves the right to enter upon all Lots, mow the grass, clean the Lot and remove unsightly structures and to charge the occupants or Owners for the cost of services performed.

8. **OCCUPANCY**

All units shall be used for single-family residential purposes only, as set forth in the Declarations.

9. **CLOTHESLINES**

No clotheslines or clothes racks are permitted.

10. **EXTERIOR ANTENNAS**

No exterior antennas or satellite dishes shall be permitted on common property.

11. **TRASH AND GARBAGE**

No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick up is to be made at such place on the Lot as will be accessible to persons making such pick up. At all other times such containers shall be stored so that they cannot be seen from surrounding property and are not accessible to wild life. The Board of Directors, at its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

12. **PETS**

A maximum of two household pets (excluding fish and birds) may be kept at the discretion of the Association provided they do not become a nuisance to any neighbor. Cats, dogs, fish and birds are the only pets permitted. Cats and dogs may not weigh over fifty pounds in the aggregate. All pets must be restrained and kept on a leash when outside of Owner's home. All waste from pets must be cleaned up by the pet Owner immediately and no pets shall despoil the Common Properties or any neighbor's Lot.

13. **LANDSCAPING**

Each Lot shall be landscaped and sodded to the edge of the street. Any additional landscaping must be approved, in writing, by the Landscape Committee.

14. **NUISANCES**

No noxious, offensive or unlawful activity shall be carried on within the subdivision nor shall anything be done therein which may become an annoyance or nuisance or interfere with the rights, comforts and convenience of other Owners.

15. **MOTOR VEHICLES**

All motorcycles, motorbikes or motor scooters are prohibited, except as provided in Section 16 hereof.

16. **PARKING**

All parking and traffic regulations posted for the safety, comfort, convenience and aesthetics of the community must be obeyed.

Residents and guests may not park in the street except as otherwise permitted by the Association for special events. No resident vans, including mini vans and similar vehicles, will be permitted to park outside of garages. No commercial vehicles shall be

permitted to park in the subdivision except for such time as is necessary for performing service or maintenance.

No vehicle, which cannot operate under its own power, shall remain within the Development for more than twenty four (24) hours. All repairs to vehicles shall be made only within the confines of the Owner's garage.

Recreational vehicles and motor homes may be temporarily parked on the apron outside the individual Owner's garage overnight for the purpose of loading and unloading only.

No boat shall be kept within a Lot unless within an enclosed garage, in which case the Lot Owner or resident shall keep only one car on the premises.

Parking in the Common Parking areas is for the use of guests and visitors or for a specified purpose, such as the swimming pool, or other purpose determined by the Association. Unit Owners are not permitted to use these areas as permanent parking facilities.

Insofar as possible, garage doors are to be completely closed during the day and always closed at night. No garage shall be converted to a storage facility or living space, nor shall any car be parked outside the Unit Owner's garage and covered with a "car cover" or "mitten".

17. **BOATS**

No boats or "jet-skis" will be allowed on any lakes except for maintenance of the lake. Boats on trailers or on car-top carriers may be temporarily parked overnight on the apron outside an Owner's garage, prior to moving such boat to a storage area.

18. **RESIDENTIAL USE**

All Lots shall be used, improved and devoted exclusively for residential use. An Owner may not lease a residence for a term shorter than two months but all leasing by Owners is subject to all of the provisions of the Declaration of Covenants and Restrictions for SPOONBILL LANDINGS AT PERICO BAY CLUB.

The rental, lease or sale of any Unit shall require that an application for approval be filed with Courtyard Homes Association, Inc.'s manager or other approved designee. A non-refundable application fee, in the amount of the maximum allowed by Florida law, shall accompany each application. Occupancy of the Unit shall not be allowed until the application has been approved.

Pursuant to local ordinances all rental/lease Units at Spoonbill Landings are defined as two bedroom Units and occupancy by more than four people is not allowed. Units may be rented/leased for a minimum period of two months and a maximum period of one year with renewal contingent upon re-approval by Courtyard Homes Association, Inc. The Owner of any Unit who rents, leases or sells a Unit without the prior approval of Courtyard Homes Association, Inc. shall be subject to a fine in the amount of the non-refundable application fee plus 25%.