

**RULES AND REGULATIONS FOR**  
**ONE CONDOMINIUM**

The definitions contained in the Declaration of Condominium (“Declaration”) are incorporated herein as part of these Rules and Regulations.

1. The walkways shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium.

2. The Unit Owner’s limited common element balcony and the exterior of the building adjacent to the balcony, and all other areas appurtenant to a Unit, shall not be painted, decorated or modified by any Unit Owner in any manner without the prior written consent of the Board. Unit Owners may not install antennas or satellite dishes, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, (“Reception Device”) shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the balcony of the Unit. The Board may require that a Reception Device be painted in order to blend into the appearance of the rest of the building. The installation and display of flagpoles and flags shall be subject to regulation by the Board, but However, a Unit Owner may display on his balcony one portable, removable American flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official US Army, Navy, Air Force, Marine Corps or Coast Guard flag, not larger than 4.5’ x 6’. No flag shall be bolted to the balcony floor or to the exterior of the building. The Board may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

3. No article shall be hung or shaken from the doors, windows or balcony of a Unit, without the prior written consent of the Board.

4. No articles shall be allowed to stand on any portion of the Common Elements.

5. No Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort, enjoyment or convenience of other Unit Owners.

6. Each Unit Owner shall keep the Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows any dirt or substance.

7. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

(A) Removing all furniture, potted plants and other movable objects from his balcony;  
and

(B) Designating a responsible individual satisfactory to the Association to care for his Unit should the Unit suffer hurricane damage.

**EXHIBIT “E” TO DECLARATION**  
**EXHIBIT “6” TO PROSPECTUS**

8. Each Unit Owner shall regularly pick up all garbage, trash, refuse or rubbish outside his Unit, and no Unit Owner or resident shall place or dump any garbage, trash, refuse or other materials on any portion of the Condominium. All garbage, trash refuse or rubbish must be placed in bags and deposited into the appropriate trash facilities. No noxious or offensive odors shall be permitted.

9. Water closets and other water apparatus in the Unit or upon the Common Elements shall not be used for purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Unit Owner responsible.

10. A Unit Owner shall not be allowed to have any employee or agent of the Association perform any private business of a Unit Owner, except as shall have been approved in writing by the Association.

11. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for the purpose permitted under the Declaration. Entry must be prearranged with the Unit Owner, except when such prearrangement cannot be achieved or is impractical, or under circumstances deemed an emergency by the Association, or its management agent, if any, in which case, access is deemed permitted without agreement on set time.

12. No vehicle, or other possessions belonging to a Unit Owner, or to a member of his family or guests, invitees or lessees of a Unit Owner, shall be positioned in such a manner as to impede or prevent ready access to another Unit Owner's parking space. Each Unit Owner, their family members, guests, invitees and lessees, will obey the parking regulations posted by the Association for the safety comfort and convenience of the Unit Owners.

13. Except in an emergency, a Unit Owner shall not cause or permit the excessive blowing of any horn from any vehicle of which he, his family members, guests, invitees or lessees shall be occupants.

14. No Unit Owner shall use or permit to be brought into the Unit any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property.

15. The Association may retain a passkey to each Unit. If a Unit Owner alters any lock or installs a new lock on any door leading into his Unit, such Unit Owner shall provide the Association with a key for the use of the Association.

16. There shall be a lock-out charge if the Association is requested to furnish keys for access to a Unit Owner who has locked himself out of his Unit.

17. Any damage to the Association property or equipment of the Association caused by any Unit Owner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Unit Owner.

18. Each Unit Owner shall be held responsible for the actions of his family members, guests, invitees and lessees.

19. Food and beverage may not be prepared or consumed, except in the Unit or in such other areas as may from time to time be designated by the Association.

**EXHIBIT "E" TO DECLARATION  
EXHIBIT "6" TO PROSPECTUS**

20. Complaints regarding the management of the Condominium, or regarding actions of other Unit Owners, shall be made in writing to the Association.

21. Any violations of these Rules and Regulations or other provisions of the Condominium Documents shall be reduced to writing and presented to the Board of Directors.

22. No Unit Owner is permitted to keep domestic pets (dogs, cats and other usual and non-exotic household pets), whether permanent or temporary, in his Unit without the prior written permission of the Association. Such permission in one instance shall not be deemed to institute blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances will a pit bull, "wolf hybrids" or other dogs prone to or exhibiting aggressive behavior be permitted on any portion of the Condominium. Any pet must be carried or kept on a leash when outside of a Unit. A Unit Owner shall immediately pick up and remove any solid animal waste deposited by his pet. The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from having any animal in the Condominium. If a dog or any other animal becomes a source of unreasonable annoyance to other Unit Owners by barking or otherwise, the Unit Owner therefore must cause the problem to be corrected; or if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal from the Condominium. Unit Owners may not leave pets unattended in balconies. The Owner of Unit 2001 (Penthouse II) may not leave pets unattended in the pool terrace, pool and jacuzzi located adjacent to Unit 2001 (Penthouse II). The Common Elements and Association Property shall not be used to accommodate pets. The Developer may make exceptions to the provisions in this Section 22 in its sole discretion.

23. These Rules and Regulations may be amended at any time by the Association's Board of Directors.

**EXHIBIT "E" TO DECLARATION  
EXHIBIT "6" TO PROSPECTUS**