

WHEREAS, the Regency Surf & Racquet Club Condominium Association, Inc., is a Florida corporation not-for-profit as filed with the Secretary of State on 17th day of September, 1979, with Charter Number 748941, and

WHEREAS, Regency Surf & Racquet Club is a condominium and each unit owner is subject to the Articles of Incorporation of the Regency Surf & Racquet Club Association, Inc., and the Declaration of Condominium and By-Laws of that Association, and

WHEREAS, the Declaration of Condominium of , Regency Surf & Racquet Club Condominium Association, Inc. are recorded at Book 3286, page 0001, and as amended, of the Public Records of Palm Beach County, Florida, and

WHEREAS, the aforescribed Declaration of Condominium of Regency Surf & Racquet Club Condominium, Inc. permit the adoption of additional Rules and Regulations, and

WHEREAS, in compliance with the requirements of the above, the Association has adopted Rules and Regulations same as hereinafter set forth,

IT IS HEREBY,

RESOLVED, that the attached amendments as follows:

1. Article VIII of the Declaration of Condominium regarding Use Restrictions;
2. Article XI of the Declaration of Condominium regarding Transfers of Ownership, etc.; and
3. Exhibit F of the Declaration of Condominium regarding Rules and Regulations,

were adopted by a majority of the membership as required by Article XVIII, Paragraph 1, Subparagraph B, of the Declaration of Condominium of Regency Surf & Racquet Club Condominium, Inc.

THE FOREGOING RESOLUTION, was passed pursuant to Florida Statute 617 by the affirmative vote of a majority of the membership of the Regency Surf & Racquet Club Condominium Association, Inc. on the 26 day of FEBRUARY, 1998.

Witnesses as to all officers:

REGENCY SURF & RACQUET CLUB
CONDOMINIUM ASSOCIATION, INC.

Michelle Brown
Witness

Sabina R. Meyer
Director / President

Robert G. Rossi
Witness

Edith A. Hill
Director / Vice President

Vivian T. Moore
Director / Secretary

Vivian T. Moore
Director / Treasurer

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared to me known to be Directors and Officers of the REGENCY SURF & RACQUET CLUB CONDOMINIUM ASSOCIATION, INC.:

Sabina, R. Meyer, President,
Edith A. Hill, Vice President,
Vivian T. Moore, Secretary and Treasurer.

and they acknowledged before me, on oath, that they each signed their names to the foregoing document.

WITNESS my hand and official seal in the County and State aforesaid this 26 day of MARCH, 1998.

George J. Palermo
Notary Public

My Commission Expires: 5/26/2001

GEORGE J. PALERMO
My Comm Exp. 5/26/2001
Bonded By Service Ins
No. CC650444
☒ Personally Known ☐ Other I.D.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE REGENCY SURF & RACQUET CLUB CONDOMINIUM ASSOCIATION, INC.

This amendment amends ARTICLE VIII, to read as follows:

In order to provide for a congenial occupation of the buildings and to provide for the protection of the values of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

1. The apartment shall be used for single-family residences only.

A. ~~Children under the age of 16 years shall not be permitted as permanent residents but may reside with a unit owner for a period not to exceed a total of 30 days in each calendar year.~~

Children will be under the direct control of a responsible adult. Children under 12 may not use the pool or waterfront areas unaccompanied by an adult. Children also will not be permitted to run, play tag, or act boisterously on the condominium property. Skateboarding, rollerskating, rollerblading or loud or offensive toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the directors.

B. **PETS:** Owner occupied units: No pets of any kind shall be permitted in the condominium units or on or about any of the common elements, except dogs and cats whose adult weight shall not exceed twenty (20) pounds.

Non-Owners, Tenants and Guests: No pets of any kind shall be permitted in the condominium units or on or about any of the common elements.

2. The common elements shall be used for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of the apartment owners.

3. Subject to the provisions of Article XI, no apartment shall be occupied by any person or family not approved in advance by the Board of Directors of the Association. The Association shall signify in writing such approval or disapproval, as provided in Article XI. All non-owner persons occupying units will be registered with the Association or other designate of the Association at or before the time of their occupancy of the unit. This includes renters and houseguests.

4. No nuisance shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

5. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of apartment owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as hereinabove

provided for the maintenance and repair of that portion of the property subjected to such requirements.

6. Regulations concerning the use of the Condominium property may be promulgated by the Board of Directors ~~association as hereinabove set forth~~; provided, however, that copies of such regulations shall be furnished to each apartment owner and recorded in the official records of Palm Beach County, Florida. ~~Regulations shall be amended in the same manner as an amendment to the By-Laws.~~ The rules and regulations in effect until amended by the Board of Directors of the Association are attached hereto as Exhibit F. Although the Association shall have the right to enforce any such Rules and Regulations against a violator, the Unit Owner shall ultimately be responsible for any damage or loss suffered by the Association as the result of any such violation(s), including attorney's fees and costs of any enforcement activity.

7. ~~Apartments shall not be leased or rented for a period less than three (3) consecutive months.~~

8. Fines. The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the By-Laws, or rules and regulations of the Association. The Association is authorized to collect any fines levied, and shall be entitled to its reasonable attorney's fees and costs incurred in the process of levying or collecting fines whether or not suit is filed. No fine shall exceed such limits as may from time to time be set by Florida Statutes, and the Board shall have discretion to levy fines less than those permitted by law. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, the unit owner's licensee or invitee. The hearing must be held before a committee of at least three unit owners who shall not be members of the Board of Administration, nor related by blood or marriage nor residing in the same unit as a Board member. No fine shall be levied by the Association unless a majority of the committee agree with the fine. The Board may establish other such procedures as may be necessary to carry out the intent of this provision.

9. Any Unit Owner or Lessee of a Unit Owner who was not, at the time of approval and recording of 1(B), above, (as to pets not being allowed) or Rule and Regulation 6(a),(b) or (c) (as to commercial vehicles), in violation of the former rule on the same subject, but by virtue of this rule change, may now be in violation of the provisions of 1(B), above, (as to pets not being allowed) or 6(a),(b) or (c) of the Rules and Regulations, attached hereto as Exhibit "F", shall comply with 1(B) and Rule 6(a),(b) or (c) on the earlier of the following occurrences: (1) upon sale of, or change of title to the offending commercial vehicle, boat, trailer, motor home, bus or truck over 3/4 tons or other such violating vehicle, or, (2) upon change of circumstances which brings said unit owner into compliance with these rules (e.g. the death of a pet or sale of an offending vehicle) or (3) upon sale of a unit occupied by the violating Unit Owner, or (4) as to tenants with written leases, at the end of the current term of the lease agreement, without allowance for extension (in other words, a tenant who is renewing a lease, must agree to comply with these rules and sign the appropriate addendum for the extension period), or (5) for tenants without written leases, a date one year from the recording of these Rules and Regulations. All other of the Rules and Regulations require immediate compliance.

REGENCY SURF AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC.
AMENDMENT OF ARTICLE XI, SALES AND LEASING

ARTICLE XI
TRANSFERS OF OWNERSHIP AND OTHER ALIENATION OF APARTMENTS

11.1. The purpose and object of this Article is to maintain a quiet, tranquil, nontransient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, disposal, and financing of the units by owners shall be subject to the following provisions:

- 11.1.1. **ASSOCIATION APPROVAL REQUIRED** -- No owner may sell, lease, give, or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases which need not be in recordable form and need not be recorded) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the Condominium, and the Official Record Book and Page numbers in which this Declaration was originally recorded. For all unit transfers of title, the approval must be recorded simultaneously in the Palm Beach County, Florida Public Records with the deed or other instrument transferring title to the unit.
- 11.1.2. **APPROVAL PROCEDURE -- TRANSFER OF OWNERSHIP:** The approval of the Association shall be obtained as follows:
- 11.1.3. **WRITTEN NOTICE** -- Not later than 15 days before the transfer of ownership occurs, legal written notice shall be given the Association by the owner of intention to sell or transfer his interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require an application (which shall be in a form prescribed from time to time by the Board) and such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed the greater of \$100 or as permitted by law from time to time.
- 11.1.4. **ASSOCIATION'S OPTIONS** -- The Association must, within 15 days after receipt of all the information and any transfer fee required above, either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the

owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Condominium and the purposes as set forth at the beginning of this Paragraph 11. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

11.1.5. CLOSING DATE -- The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase.

11.2. TRANSFER BY DEVISE OR INHERITANCE -- If any unit owner shall acquire title by devise or inheritance or in any other manner not otherwise contemplated by this Article, the continuance of ownership shall be subject to the approval of the Association. Such owner shall give the Association notice of the title acquisition together with such additional information concerning the unit owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

11.3. JUDICIAL SALES -- Judicial sales are exempt from this section.

11.4. LEASES -- The Board may establish rules and regulations regulating tenants within the Association which may be more, but no less restrictive than those set forth in the governing documents and applicable to owners, and in addition shall comply with the following procedures:

11.4.1. Approvals of leases need not be recorded. Only entire units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium and Community Associations' documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the

unit owner at or before the commencement of the lease term. The minimum leasing period is 180 days and no unit may be leased more than 2 times per calendar year, unless made more restrictive by the Board.

- 11.4.2. Application Procedure. An Apartment owner intending to make a bona fide lease of his Apartment or any interest therein shall give to the Association notice of such intention to the Board at least 15 days prior to the first day of occupancy under a lease, together with (1) payment of a reasonable application fee to offset administrative and investigative expenses, said fee to be set from time to time by the Board, but not to exceed the greater of \$100.00 or that which is permitted by Florida law, (2) the completion of an application form by a prospective tenant, and (3) such other information as may be required by the Board. The form of such application shall be approved by the Board, and signed by each prospective tenant over the age of eighteen (18) years, signifying that the prospective tenant(s) have received, and have read a copy of such documents or other information (including oral instructions) which the Board determines will result in lessee being informed of lessee's obligations as a tenant within the Association.

- 11.4.3. Renewal terms are subject to re-approval by the Association but shall not be subject to an additional application fee.

- 11.4.4. The Board may establish a Lease Review Committee, and/or appoint an agent for the purpose of providing lease/prospective tenant review, which committee or appointee shall, within fourteen (14) days of receipt of the fully completed application, lease, and application fee, make a decision to accept or reject the proposed tenancy. The decision of the Committee/Appointee shall be communicated to the lessor/owner in writing. The time used by the postal service to deliver the decision will be in addition to the number of days for the review required above. Reasons for rejection will be provided to lessor/owner. The following criteria will be used by the Lease Review Committee:

- a. For 1 bedroom Apartments, occupancy by no more than two (2) unrelated individuals nor more than two (2) related persons comprising one (1) family. For 2 bedroom Apartments, occupancy by no more than two (2) unrelated individuals nor more than four (4) related persons comprising one (1) family. The term "family" is defined as grandparents, parents, and children. Under special circumstances the committee may consider other related individuals to comprise a family, but in no circumstance will unrelated individuals be considered as members of one family. Couples living together as husband and wife will be considered related persons whether they are married or not.

In the event that an individual or family either has a baby or adopts an infant under the age of eighteen months which increases

the family size to be more than allowed under the above occupancy restrictions, the Association will withhold enforcement of this provision until said infant reaches the age of eighteen months.

- b. Every prospective occupant over the age of eighteen years shall sign the application and lease addendum referenced above.

The combined family (including minors authorized to work) gross monthly income or the combined gross income of all adults executing the lease must be equal to at least three monthly lease payments.

- d. Satisfactory employment references.

- e. Satisfactory references from prior lessors.

- f. Any proposed occupant's convictions or plea of guilty or no contest to a felony or misdemeanor other than misdemeanor traffic violations.

- g. Satisfactory credit report.

- h. Whether or not the owner is delinquent in the payment of assessments or other charges. Leases of delinquent unit owners will not be approved until the delinquencies are paid.

11.5. **NOTICE OF DISAPPROVAL** -- If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 11.2.2.), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments, fines or other charges and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the unit have been paid.

11.6. **UNAPPROVED TRANSACTIONS** -- Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.7. **MULTIPLE OWNERS** -- Consistent with Paragraph 11 above, de facto time sharing of units is not permitted and approval will not be given for the sale of a unit or an interest in a unit to multiple persons (e.g., siblings or business associates), who may intend that they and their families would split occupancy of the unit into different time periods during the year.

**AMENDMENT TO THE RULES AND REGULATIONS OF
THE REGENCY SURF & RACQUET CLUB CONDOMINIUM ASSOCIATION, INC.**

This amendment amends Exhibit F of the Declaration of Condominium, to read as follows:

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the limited common elements and the condominium units shall be deemed in effect until amended by the Board of Directors of the association and shall apply to and be binding upon all unit owners. The unit 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 and persons over whom they exercise control and supervision. These rules and regulations will apply equally to owners, their families, guests, domestic help, and lessees. These rules and regulations do not purport to constitute all of the restrictions affecting the condominium and common property. Reference should be made to the condominium and community association documents. Said Rules and Regulations are as follows:

1. The sidewalks, entrances, passages, vestibules, stairways, corridors, halls and all of the common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar nature be stored therein. Children shall not play or loiter in halls, stairways, elevators, or other public areas.

2. The personal property of all unit owners shall be stored within their condominium units or designated storage area.

3. No garbage cans, supplies, ~~milk~~ bottles, or other articles shall be placed in the halls, on the balconies, terraces or patios, in the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, terraces, balconies or patios, or ~~be exposed to view from~~ on any part of the limited common elements or common elements. Fire exits shall not be obstructed in any manner and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material.

4. No unit owner shall allow anything whatsoever to fall from the windows, terraces, balconies or patios of the premises nor shall he sweep or throw from his unit any dirt or other substances outside of his unit.

5. Refuse and bagged garbage shall be deposited only in the area provided therefor. All bulk items, including but not limited to construction trash and debris, that are not picked up by the sanitation service must be removed from the premises at the owner's expense. In no event shall trash be placed outside the trash receptacles. It is the apartment user's responsibility to dispose of items that do not go into receptacles.

Toxic or hazardous waste products, such as poisons, paints, petroleum products, cleaning fluids, etc. shall not be placed in trash receptacles, stored in storage bins, or disposed of in or around The Regency Condominium. All such toxic or hazardous waste products must be

properly disposed of according to city, county, state and federal law. No explosive material or substance, including but not limited to gasoline, kerosene, naphtha or benzine or the like shall be stored or kept on the condominium property or within an Apartment.

6. No unit owner shall store or leave boats or trailers on the condominium property.

The use of motor vehicles / trucks / boats / trailers / motor homes / buses / motorcycles and other such vehicles shall be regulated as follows:

a. A commercial vehicle is any car, truck, van, panel truck, or any other vehicle used for the conduct of business or commercial purposes, except passenger cars used solely for the transportation of people, and not for the transportation of any goods, supplies, tools of a trade or business products if these items are visibly exposed.

b. Commercial vehicles and vehicles bearing a commercial sign or display, shall not be permitted to park on the common elements or the limited common elements within the gated area or outside the gated area of The Regency Condominium without prior Board approval. Notwithstanding the foregoing, commercial vehicles providing necessary services to the residents of The Regency Condominium may park in The Regency Condominium but for only that period of time required to provide said necessary services. "Necessary services" as referred to in the preceding sentence are defined as any services provided by a government agency (including but not limited to the U.S. Postal Service, police, fire/rescue, etc.), non-profit agency, at the request of a resident, and other services, for a fee and which are requested by a resident of The Regency Condominium for the benefit of that resident, his family, guests or the unit being serviced, commercial vehicles or other vehicles as otherwise prescribed herein may park on The Regency Condominium property outside the gated area as approved by the Board pursuant to the policies of the Board of Directors.

It is the intention of this rule to reduce, to a minimally necessary level, the commercial vehicle traffic using the parking facilities of The Regency Condominium, by allowing only such commercial vehicles of third party providers of necessary services to park for the minimally required time. This rule disallows parking and use of the roads of The Regency Condominium by residents, their agents and employees, in furtherance of any commercial enterprise in which they may be employed or with which they may be otherwise associated.

Notwithstanding any restrictions on commercial vehicles to the contrary in this rule, passenger motor vehicles bearing the insignia of and actually used by the Florida Highway Patrol, Palm Beach County Sheriff's Department or any law enforcement agency, fire department or an emergency medical facility, fully authorized to operate in Palm Beach County, Florida, may park in The Regency Condominium, subject to the same terms and conditions governing

the parking of private passenger motor vehicles.

- c. Boats on trailers, boat trailers, trailers, recreational vehicles, motor homes, buses, and trucks over 3/4 tons shall not be allowed to park on The Regency Condominium property between the hours of 10:00 p.m. and 7:00 a.m. without the written permission of the Association.
- d. Parking is permitted on designated paved areas which are designated for that purpose, or posted parking areas only. Vehicles using appropriate parking areas shall park, front end forward (no backing in), in said parking space. Driving, or parking on grassy areas, except where designated, or parking a vehicle other than front end forward in an approved space, is not allowed at any time for any reason. Vehicles shall not be parked so close to trash receptacles so as to prevent waste collection.
- e. Motorized vehicles that cannot operate under their own power shall not remain on the property for more than twenty-four hours without express written approval of the Board of Directors.
- f. All vehicles must bear a valid, current license tag and must be properly registered with the appropriate motor vehicle department. Motorized vehicles which are not legal for use on public roadways (e.g. ATV, go-carts, or the like) are not permitted to be used on The Regency Condominium property.
- g. There shall be no assembling or disassembling of motor vehicles, boats, boat motors or trailers within The Regency Condominium, except for ordinary maintenance such as the changing of a tire or battery. For the purposes of this rule, ordinary maintenance does not include the changing of oil, lubricants or any other fluids of a motor vehicle.
- h. Damage done to the common areas, including but not limited to the pavement as a result of oil leaks, motorcycle kick-stands, etc., shall be the responsibility of the owner and the lessee of the unit who, himself, a family member, guest or visitor created said damage.
- i. All vehicles must be equipped with appropriate noise muffling devices in accordance with county and city ordinances. The Association shall be authorized to bar from The Regency Condominium any motorcycle or other motor vehicle that operates so as to disturb others. Except in an emergency, Apartment owners shall not cause or permit the blowing of any horn from any vehicle or boat of which he, his family, guests, tenants or employees shall be responsible therefore.
- j. Motorcycles shall not be parked or placed in any area other than in the parking areas designated for that purpose. No motorcycle shall be allowed to be driven upon common areas other than roadways or parking areas.

- k. Parking in areas not designated for that purpose, or on any unpaved area will result in the offending vehicle being towed away at the owner's expense, and at the option of the Association, the imposition of a fine or any other remedy allowed by the Rules, By-Laws or by the Declaration of Covenants, Conditions and Restrictions of The Regency Condominium.
- l. A vehicle in violation of any of the provisions of this Regulation may be towed at the option of the Association, at the owner's / tenant's expense. In addition to the above, the owner / tenant of the Apartment responsible for said vehicle shall be liable for fine or any other remedy allowed in these documents, including reasonable attorney's fees for the enforcement of this provision. Apartment owners are strictly responsible to ensure that their representatives, employees, agents, guests, visitors, etc., or any other occupants of the Apartments comply with these rules and as such are responsible and liable to the Association for violations.
- m. The remedies available to the Association stated herein shall be in addition to any other remedies permitted under the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association.
- 7. Employees of the association shall not be sent off the condominium premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the association.
- 8. ~~Servants and domestic help of the unit owners may not gather or lounge on the grounds or recreational facilities.~~
- 9. ~~The parking facilities shall be used in accordance with the regulations adopted by the association, as previously provided and thereafter, by the Board of Directors. No vehicle which cannot operate on its own power shall remain on the condominium premises for more than twenty four (24) hours, and no repair of vehicles shall be made on the condominium premises.~~
- 10. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used, where applicable, on any terrace, balcony or patio may be determined by the Board of Directors of the association, and a unit owner shall not place or use any item, where applicable, upon any terrace, balcony or patio in contravention of said Board established plan, without the approval of the Board of directors of the association. Balcony tile and floor covering colors must be approved by the Board.
- 11. No unit owner shall make or permit any ~~disturbing~~ noises by himself, his family, servants, employees, agents, visitors and licensees, or tenants, which disturb others, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of another the unit owners, or occupant. No unit owner or other occupant shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his unit, in such manner as to disturb or annoy other occupants of the condominium property. All party(s) shall lower the volume as to the foregoing

~~as to~~ from 10:00 p.m. through 9:00 a.m. of each day to such a level as sound can not be heard from outside of the condominium unit. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time. If such noise-producing items are used at or in the vicinity of the pool, they must be used only with earphones.

12. Exterior installations/ appendages. This restriction is created in order to enhance the aesthetic character, property values, quality of life and well being and safety of the unit owners, and the condominium property by maintaining conformity in exterior appearance of units and the condominium property unobstructed by antennas, satellite dishes or other appendages to units, and by reducing hazards to persons or property through accidents or injuries caused thereby and/or from storm driven material. Appendages are defined as any protrusion, attachment or addition to the exterior of a unit, whether or not permanently affixed, except those protrusions, attachments or additions which are common to and part of the condominium property plan of development. Therefore, No radio or television installation, or other wiring or any other antenna of any type or nature, or any other appendage(s) shall be made without the written consent of the Board of Directors. Any antenna or aerial or other appendage, whether permanently installed or temporary, erected or installed or placed on the exterior walls, patio, balcony or terrace of a unit or on the limited common elements or common elements of the condominium property, which includes but is not limited to the roof, without the consent of the Board of Directors, in writing, is liable to removal without notice and at the cost of the unit owner or occupant for whose benefit the installation was made.

13. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the condominium unit, limited common elements or condominium property by any unit owner or occupant without written permission of the association. The foregoing includes signs within a unit which are visible from outside the unit and the foregoing includes posters, advertisements or circulars upon the condominium property, including common elements, limited common elements, units or vehicles parked upon the condominium property, and distributing advertisements or circulars to units within the condominium.

14. No awning, canopy, shutter or other projection, shall be attached to or placed upon the outside walls or doors or roofs of the building without the written consent of the Board of Directors of the association. All window coverings must be such color as the association determines in its sole discretion. Terraces, balconies or patios may not be enclosed nor anything affixed to the walls within such terraces, balconies or patios except with the prior written consent of the association, and said consent may be given as to certain units and not given as to other. The type of screening or enclosure and the manner of installation as to balconies, terraces and patios is subject to the written consent of the board of Directors of the association. Notwithstanding the foregoing, the developer has the paramount right to determine the type of screening or enclosure to be used and the manner of installation as to said balconies, terraces or patios.

Specifications for hurricane shutters/protectations shall be uniform as set by the Board of Directors, and must comply with the applicable building code.

15. The association may retain a pass-key to all units. No unit owner or occupant shall alter any lock or install a new lock without the written consent of the Board of Directors of the association. Where such consent is given, the unit owner shall provide the association with an additional key for the use of the association, pursuant to its right of access.

16. No cooking shall be permitted on any terrace, balcony or patio, nor on the limited common elements nor on the condominium property, except in such area, if any, designated by the Board of Directors of the association. Where such cooking is permitted, the association shall have the right to promulgate rules and regulations as to the time and the type of cooking that may be permitted, as well as the location, should they determine to authorize same.

17. Complaints regarding the services provided to of the condominium property shall be made in writing to the Board of Directors of the association.

18. No inflammable, combustible or explosive fluids, chemical or substance shall be kept in any unit or limited common element or common element except such as are required for normal household use.

Nothing will be done or kept in any unit or in the common elements or limited common elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the directors. No owner will permit anything to be done or kept in the owner's unit or in the common elements or limited common elements that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

19. Payments of ~~monthly~~ assessments shall be made at such location as the Board may designate. ~~the office of the association, as designated by the Board of Directors of the association. Payments made in the form of checks shall be made to the order of such party as the association shall designate. Payments of regular assessments are due on the first day of each month and if payments are ten (10) or more days late, are subject to charges, as set forth in the Declaration of Condominium.~~

20. 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 and other objects from his terrace, balcony or patio; and
- B. Designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage, and furnishing the association with the name of such firm or individual. Such firm or individual shall contact the association for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board of Directors of the association.

21. Food and beverages may not be consumed out of a unit except for such areas as are designated by the Board of Directors of the association.

22. ~~Provisions in the nature of Rules and Regulations are specified in the condominium's Declaration of Condominium.~~ These Rules and Regulations, as herein established and as hereafter added, deleted, modified or amended by the Board of Directors are part and parcel of the Declaration of Condominium and shall be enforceable as such.

23. The Board of Directors of the association reserves the right to make additional Rules and Regulations as may be required from time to time without consent of the condominium association and its members. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

24. ~~NO PETS OF ANY KIND SHALL BE PERMITTED IN THE CONDOMINIUM UNITS OR ON OR ABOUT ANY OF THE COMMON ELEMENTS. ,EXCEPT DOGS AND CATS WEIGHING LESS THAN TEN (10) POUNDS.~~

25. Rules and Regulations as to the use of the recreational facilities and recreation area within the condominium property shall be posted as ~~specified in the By-Laws of the condominium association~~ and each unit owner, etc., occupant, guest, licensee, employee, agent, or subcontractor, shall observe all Rules and Regulations relating thereto.

26. No clothes line or similar device shall be permitted on any portion of the condominium property, including limited common elements areas, nor shall clothes be hung anywhere except in such areas as are designated by the Board of Directors of the association.

27. Persons moving furniture and other property into and out of units must use the designated access door into the condominium and the elevators designated by the directors as service elevators. All such moving must take place Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only. Moving vans and trucks used for this purpose will remain on condominium property only when actually in use.

28. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only, and the rules for decorators and subcontractors must be complied with.

29. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING, AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LOCATION FOR POSTING NOTICES OF MEETINGS

A. RIGHT TO SPEAK:

1. To the maximum extent practicable, the posted board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the board.
2. Robert's Rules of Order (latest edition) will govern the conduct of the association meeting when not in conflict with the declaration of condominium, the articles of

incorporation, or the bylaws.

3. After each motion is made and seconded by the board members, the meeting chairperson will permit unit owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the association.
4. Unit owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report, or the chairperson determines that it is appropriate or is in the best interest of the association.
5. A unit owner wishing to speak must first raise his or her hand and wait to be recognized by the chairperson.
6. While a unit owner is speaking, he or she must address only the chairperson; no one else is permitted to speak at the same time.
7. A unit owner may speak only once for not more than three minutes, and only on the subject or motion on the floor.
8. The chairperson, by asking if there is any objection and hearing none, may permit a unit owner to speak for longer than three minutes, or to speak more than once on the same subject. The objection, if any, may be that of a board member only, and if there is an objection the question will be decided by board vote.
9. The chairperson will have the sole authority and responsibility to see to it that all unit owner participation is relevant to the subject or motion on the floor.

B. RIGHT TO VIDEO OR AUDIOTAPE:

1. Audio and video equipment and devices that unit owners are authorized to use at any such meeting must not produce distracting sound or light emissions.
2. Audio and video equipment will be assembled and placed in a location that is acceptable to the board or the committee before the beginning of the meeting.
3. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.
4. At least 24 hours' advance written notice will be given to the board by any unit owner desiring to use any audio/video equipment to record a meeting.