

BY-LAWS – SCHEDULE “A”

RULES AND REGULATIONS FOR VILLAGE BY THE BAY, A CONDOMINIUM

- 1) The sidewalks, entrances, passages, lobbies, and hallways, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables, or any other objects be stored therein, except in areas (if any) designated for such purposes. Notwithstanding the foregoing, the Commercial Unit Owner may use the Limited Common Element patios appurtenant for any lawful purposes.
- 2) The personal property of Residential Unit Owners and occupants must be stored in their respective Units.
- 3) No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements or limited Common Elements of Residential Units. No linens, cloth, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces, or other portions of the Condominium or Association Property. The foregoing shall not be applicable to the Commercial Units or the Commercial Unit Owners, who may place on patios and balconies such articles as are permitted by applicable law.
- 4) No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
- 5) No garbage, refuse, trash, or rubbish shall be deposited except as permitted by the Association. The requirements, from time to time, of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- 6) No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate, or permit to be operated, a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. The foregoing shall be read liberally to permit the Owners of the Commercial Units to make such noises as are reasonably related to the commercial uses for which their Units are being used.
- 7) No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board). Additionally, no awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board).
- 8) No flammable, combustible, or explosive fluids, chemicals or substances shall be kept in any Residential Unit or on the Common Elements.
- 9) A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association. In the event that a storm warning is issued, for any named storm, all patio furniture and loose items must be

removed from a balcony or patio and stored within the Unit. No items may be left on a balcony or patio that could become a projectile during a storm event.

- 10) A Residential Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of the Building. Curtains and drapes (or linens thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
- 11) Installation of satellite dishes shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter; and (iii) to the extent that same may be accomplished without
 - a) impairing reception of an acceptable quality signal;
 - b) unreasonably preventing or delaying installation, maintenance or use of an antenna; or
 - c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements.
- 12) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium or Association Property.
- 13) No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance, by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- 14) Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
- 15) Pets, birds, fish and other animals, reptiles, or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:
 - a) All pets must be registered prior to their being permitted on Condominium Property or within a Unit. Pet owners shall be required to provide all pertinent information as may be required by the Association, including, but not limited to, vaccination records and a photograph of the pet. In addition, and as part of the registration process, to ensure the health and safety of all residents, all dogs shall be required to undergo a canine DNA registration, the cost of such registration to be borne by the pet owner.
 - b) Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long, and wearing an identifying collar. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property.
 - c) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
 - d) Unit owners shall pick up all solid wastes from the pets and dispose of the same appropriately.

- 16) Moving and delivery of furniture, appliances and other large items may only occur during the following hours: Monday through Saturday – 8:00 a.m. to 6 p.m.; no Sundays and on holidays. Moving and/or delivery trucks and/or vans will be permitted access to the Condominium Property only during the following hours: Monday through Saturday – 8:00 a.m. to 6:00 p.m. After 6:00pm all commercial vehicles must leave the Condominium property. The certificate of liability insurance provided by the delivering/moving company and \$500 moving deposit check from the resident must be submitted to the management office 24 hrs. prior to the delivery/moving arrangement during normal business hours : Monday-Friday 9:00am-6:00pm. Residents who are planning to move in/out without utilizing a professional moving company must notify the office in advance and submit a \$500 moving deposit check. The deposit check will be returned at the end of the move in/out if nothing is damaged, the Association may retain a portion of it if damages are sustained. The moving vehicles that are not registered in advance will be turned away.
- 17) Effective August 1, 2006, any lease of a unit must be for a minimum of 31 days. The unit owner must provide a copy of the lease to the Association along with a deposit equal to one month's rental fee for the unit prior to the tenant taking possession of the unit. A copy of the rules and regulations of the Village by the Bay Condominium Association, Inc. must be attached to, and made a part of, every lease. A criminal background check and a credit report will be required of all potential tenants.
- 18) Effective August 1, 2006, all vehicles legally entering and/or remaining on Village by the Bay property must have a valid parking decal or valid guest pass visibly displayed in/on the vehicle in the location designated by the Association.
- 19) Fishing on the property is ONLY allowed on the canal side of bldg. 12, 13, 14. No fishing is allowed on the Bay side (East side)

Revised: August 10, 2006; second revision 4/24/18.

Pool Regulations:

- 20) All persons using the pool areas do so at their own risk. VBTB does not provide lifeguards and assumes no responsibility for any personal or other accident or injury in connection with such use, or for any loss or damage to personal property.
- 21) The swimming pools shall be used only between the hours of 6:00 A.M. and 11:00 P.M. Sunday to Thursday and 6:00 A.M. to 12 midnight Friday and Saturday.
- 22) Only 4 guests per unit are allowed at the pool area at any one time.
- 23) Persons using the pool areas shall comply with all rules and regulations promulgated by the State of Florida Health Department and by the internal rules and regulations posted on the board and stated in the VBTB Rules and Regulations.
- 24) Only swimwear attire (bathing suits) is allowed in the pools or spa. No street clothing of any kind is allowed in the pools or spa. Since VBTB is a family oriented community, the wearing of swimwear which is deemed inappropriate by the Condominium Association is prohibited.
- 25) Any person with diarrhea illness or nausea, skin, eye, ear or respiratory infection or with open lesions or wounds is prohibited from entering the pools or spa.
- 26) Bathers must shower before entering the pool.

- 27) With the exception of wheel chairs and baby carriages, no wheeled vehicles of any type shall be permitted in the pool areas. For the children's own safety, strollers should be kept at least 6 feet away from the pool. Bicycles, roller skates/blades, scooters or skateboards are strictly prohibited in the pool areas.
- 28) Children under sixteen (16) years of age or non-swimmers must be accompanied and supervised by a parent or responsible adult at all times.
- 29) Children who are under two (2) years of age or not toilet trained are required to wear swim/diaper type undergarments (swimmer pull-ups) in swimming pools and spa.
- 30) Diving, running on the pool decks, unnecessarily rough play and rowdiness, ball playing, excessive noise and other undue disturbances are strictly prohibited.
- 31) No pets are allowed at the pool areas.
- 32) Any personal music brought to the pool must be listened to through ear devices so as not to disturb other residents.
- 33) No fishing is allowed in the pool area.
- 34) No food or drink of any kind is permitted inside the pools or in the spa or within 4 feet from the pool and spa borders.
- 35) People under the influence of alcohol and/or drugs will not be allowed in any pool or spa areas.
- 36) Any beverage or food brought into the pool area must be in plastic or metal containers. NO GLASS, ceramic or china containers allowed.
- 37) Chairs, 'chaise-lounges' and tables shall not be removed from the pool decks.
- 38) Trash and debris shall be deposited in the designated receptacles; it shall not be thrown into the pools, or left on the decks, tables or chairs. All personal items brought to the pool must leave with you or be disposed off by you.
- 39) Smoking is prohibited at the pool area at any time.

Revised: September 4, 2008; second revision 4/24/18

Parking/Vehicles:

- 40) All persons park at their own risk. In no circumstance is VBTB responsible for theft, vehicle contents or any damage sustained while on the property.
- 41) Every vehicle belonging to a VBTB resident that will be parked on the property must have an active VBTB barcode. The barcode must be obtained from the Management Office prior to moving into VBTB or entry will not be allowed. Residents must use barcodes on their vehicles for access to the premises. Their use is mandatory (as approved at Board of Directors meeting on 06/02/2012).
- 42) When owners or renters move from VBTB, their bar code(s) will be automatically deactivated. All tenants must park their vehicle(s) in the parking space assigned to their unit.
- 43) All vehicles on the premises shall be in working conditions, in good appearance and with current license tag. Owners and residents are responsible for any damage to the parking space(s) caused by oil, grease, etc. and shall immediately facilitate vehicle repair upon detection and/or notification.

- 44) Mobile homes, trailers, PODs and boats are not allowed to enter or be parked on the premises at any time, by either a resident or visitor. Jet skis, kayaks, canoe and paddle boards, or similar objects can be stored ONLY in the resident's storage or enclosed attached garage spaces.
- 45) Commercial vehicles are identified as: vehicles displays the name of a business or other commercial enterprise or employer anywhere on the vehicle, (except on its license plate or license plate holder, or as a decal on a windshield or window, and except for passenger vehicles with government designations such as city inspectors, police, fire, etc.); has a chassis with a capacity of 3/4 ton or larger, such as flatbed trucks, tow trucks, tractor-trailer rigs, and the like; carries equipment, tools, or materials, related to a business which are visible from outside the vehicle such as ladders, pool supplies, plumbing equipment or materials, construction materials, landscape equipment or materials, etc.; is over 18 feet in length, bumper to bumper will not be allowed to enter or park on the property between 6:00 p.m. and 8:00 a.m. Monday through Saturday and not at all on Sundays.
- 46) No automobile or motorcycle is to be parked anywhere on the property other than in a resident space or in a guest space.
- 47) All residents must park in their assigned parking space as a first option before using a visitor's space.
- 48) All motorcycles without a VBTB barcode must enter through the guest lane at the security gate and show ID.
- 49) Posted speed limit of ten (10) M.P.H. shall be observed at all times.
- 50) Excessive noise, loud music, racing of engines and the use of horns is prohibited on the premises.
- 51) Parking spaces shall not be used for storage or given any other use than parking of a car or motorcycle.
- 52) No vehicle is allowed to block access to doorways, garage entrances, roadways or interfere with flow of traffic. No vehicle shall be left unattended on the street or within the garage which may block a lane of traffic etc. Doors and entranceways shall not be obstructed by any vehicle or motorcycle.
- 53) Violations of the PARKING/VEHICLES rules may result in the offending vehicle being towed or removed from VBTB property at the vehicle owner's expense. VBTB will not be responsible for loss of property or damage to the vehicle as a result of being towed away.
- 54) Car washing is not permitted in any area on the property.
- 55) The motorcycle parking is available on a first come, first serve basis.
For Residents: motorcycle parking is located within the West parking garage 2nd floor with 6 parking spaces, and 2 parking spaces on the first floor; the East parking garage has 2 parking spaces on each floor. All motorcycles can only park in designated motorcycle parking areas or in a resident space. Parking two motorcycles in one spot is NOT allowed. One motorcycle per parking space. No motorcycles can park in a space with a vehicle present.
For Visitors/Guests: motorcycles are allowed to park on designate motorcycle parking on a first come, first service basis and ONLY on the second floor of the West garage using any visitors parking spaces.
 Parking two motorcycles in one spot is NOT allowed.
- 56) One motorcycle per parking space. No motorcycles can park in a space with a vehicle present. Motorcycles are not permitted to be parked in front of the wheel stop where a vehicle is already occupying the parking space.

- 57) Covered registered automobiles and motorcycles are not allowed in the visitors' parking space. You may cover your vehicles only if it is parked in the assigned to your unit parking space.

58) Towing regulations.

Violations of the parking guidelines may result in the offending vehicle being towed or removed from VBTB property at the vehicle owner's expense. VBTB will not be responsible for loss of property or damage to the vehicle as a result of being towed away.

Towing procedures (automobiles and motorcycles):

- Curbside parking, garage ramps, etc. (if blocking ingress/egress) will result in issuing a warning sticker and call to resident to move vehicle immediately
- Expired Guest pass will result in a courtesy call, 2 hour wait, and issuing a warning sticker. After 24 hours if not complied, the vehicle will be towed.
- Vehicle parked in unauthorized assigned space will result in issuing a warning sticker, attempt to contact owner of vehicle for removal – within 30 minutes (approx. 3 phone calls) if unsuccessful in reaching a vehicle owner, immediate tow will follow.
- Vehicle parked in any space without barcode, guest pass, or license plate will result in issuing a warning sticker and immediate tow.
- Vehicle blocking entrances or ingress/egress will result in issuing a warning sticker, attempt to contact the owner of the vehicle, if unsuccessful in reaching a vehicle owner, immediate tow will follow.

Owners and residents are responsible for the accuracy of the contact telephone numbers provided to Management.

59) No long-term parking (more than four (4) days) is allowed in the visitor's space(s) except for West parking garage 2nd floor. If you have a spare vehicle that you do not operate on a daily basis you must park it in your assigned space ONLY.

- 60) Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws, and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an article to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- i. Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after a reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.
- ii. Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- iii. Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- iv. Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

- v. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- vi. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- vii. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

61) These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice of activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agent or employees and contractor, nor to the Units owned by the Developer, except:

- a) Requirements that leases or lessees be approved by the Association (if applicable); and
- b) Restrictions on the presence of pets; and
- c) Restrictions on occupancy of Units based upon age (if any); and
- d) Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

All of these rules and regulations shall apply to all other Residential Unit Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

62) Unit Owners are responsible for the observance of these Rules by their guests, lessees, family members and invitees. Accordingly, any and all Third-Party (3rd Party) contractors, Vendors or Service-Providers who offer or perform any type of Service on Village By The Bay property on behalf of Unit Owners, Lessees, or other residents shall be expected to adhere to all of the provisions of these Rules and Regulations, as well as the Association's Declaration of condominium, Articles of Incorporation and By-Laws. Any contractor, Vendor or Service-Provider who violates the provisions of these Rules and Regulations, the Association's Declaration of Condominium, Articles of Incorporation or the By-Laws will be subject to removal from the Association's property, not allowed to offer services or conduct business on such property and may cause a fine to be levied on the Unit Owner who has employed the services of such Contractor, Vendor or Service-Provider. Anyone desiring to employ a Contractor, Vendor or Service-Provider will be responsible for giving their Contractor, Vendor or Service-Provider a copy of these Rules and Regulations.

Revised: November 24, 2008; Second revision- September 14, 2015, Third revision- April 24th, 2018,
Fourth revision update rule#59 on 8/7/19.