

PARAMOUNT BAY CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS

Declarant has promulgated these initial Rules & Regulations pursuant to Subsection 7.13 of the Declaration of Condominium for Paramount Bay, A Condominium, as recorded in the Public Records of the County, and as it may be amended from time to time (the “**Declaration**”). These initial Rules shall remain in full force and effect until such time as they are amended, modified, rescinded in accordance with Subsections 7.13 and 7.14 of the Declaration and Section 4.2 of the Bylaws.

1. **Definitions.** All capitalized words or terms that are not defined in these Rules & Regulations shall have the same meanings as set forth in the Declaration.

2. **Application.** These Rules & Regulations are intended to supplement and complement the restrictive covenants and other provisions set forth in the Declaration and the Bylaws, and shall govern the use of the Units and the Common Elements, as well as the conduct of the Association and all Owners and other occupants of the Units and their respective household members, employees, contractors, agents, guests and other invitees. In the event that any occupant of a Unit other than the Owner, or the Owner’s or other occupant’s household member, employee, contractor, agent, guest or other invitee, is responsible for a violation of these Rules or the other Condominium Documents, the Association may hold the Owner of such Unit jointly and severally responsible for the actions of such other Persons.

3. **Enforcement.** The Association, acting through the Board of Directors or a duly authorized enforcement committee, shall enforce these Rules & Regulations in accordance with the notice and hearing requirements set forth in the Bylaws. The Association may impose the specific monetary fines set forth in these Rules, for violations of these Rules and the other Condominium Documents. Unless a different monetary amount is specified in the Declaration, these Rules or the Act, each violation of the covenants set forth in the Declaration shall be subject to a maximum fine of \$100, or a \$100 fine for each day of a continuing violation after notice up to a total maximum of \$1,000, as applicable. The Association may impose such fines in addition to exercising all other enforcement remedies available under the Declaration, the Bylaws, at law or in equity. If the maximum fines permitted by Section 718.303(3), FLA. STAT., or any successor statute, are increased in the future, the Association may increase the fines imposed pursuant to these Rules in accordance with such new or revised statute section.

4. **Reporting of Violations.** Any Unit Owner or Tenant may report a violation of these Rules & Regulations or the other Condominium Documents by delivering written notice to any Officer, Director, member of the enforcement committee established by the Board of Directors, or the property manager designated by the Board. Written notice of an alleged violation shall, as completely as possible, include the following information: (a) the nature of the alleged violation; (b) the identity of the Owner or other Person who allegedly committed the violation; (c) the identity of the Owner who is responsible for the alleged violator, if the alleged violator is other than the Owner; and (d) the name, address and telephone number of the Person filing the complaint.

5. **Exceptions & Other Relief.** The Board of Directors may, but shall not be obligated to, grant exceptions and other relief from these Rules & Regulations when, in the Board’s sole discretion,

the particular circumstances merit such relief.

6. **Use of Common Elements.** The use of the Common Elements by the Owners or other occupants of the Units and their Guests shall be subject to the following restrictions:

(a) **Signs, Displays, U.S. Flags, etc.** No one may place any sign, poster, advertising device, notice or other display of any kind anywhere within the Common Elements, on the windows or other transparent openings of a Unit, or on the exterior of the doors of a Unit; provided, however, any Unit Owner may display a single United States flag, and the official flags of the U.S. Air Force, Army, Coast Guard, Navy and Marine Corps, each of standard size and dimensions, in an appropriate and respectful manner, on the balcony or terrace railing appurtenant to a Unit, in the windows or other transparent openings of a Unit, or on the exterior doors of a Unit. The restrictive provisions of this Rule 6(a) shall not apply to Declarant, or its marketing and sales personnel, or the Association. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14, 11.2, 11.5, 11.9, 11.16 and 11.18 of the Declaration, and Section 718.113(4), FLA. STAT. (2005).*

(b) **Walkways.** No one may obstruct the stairways, sidewalks, passages, hallways, lobbies or similar portions of the Common Elements. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to Subparagraphs 4.3(d)(ii) and (iii) and Subsections 7.13, 7.14 and 11.2 of the Declaration.*

(c) **Storage of Personal Property.** No one may park or store bicycles or any other personal property within the Common Elements, except in spaces, if any, that the Board of Directors may designate for such purposes. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to Subparagraphs 4.3(d)(ii), (iii) and (iv) and Subsections 7.13, 7.14 and 11.2 of the Declaration.*

(d) **Clean-Up After Use.** Every Unit Owner and other occupant of a Unit shall be responsible for cleaning up after themselves when they use the Common Elements, including, but not limited to, placing all trash in appropriate receptacles. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. *Adopted pursuant to Subparagraphs 4.3(d)(ii), (iii) and (iv), and Subsections 7.13, 7.14, 11.2 and 11.11 of the Declaration.*

(e) **Removal of Association Property.** No one may remove any personal property of the Association from the Common Elements without the prior written consent of the Board of Directors. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to Subparagraph 4.3(d)(iii) and Subsections 7.13, 7.14 and 11.2 of the Declaration.*

(f) **Supervision of Children.** Children shall be the direct responsibility of their parents or legal guardians. No one may permit their children, aged ten (10) years or younger, to enter the Common Elements, including the pool area or other recreational facilities, without

appropriate adult supervision. No one may play in any of the hallways, stairways, elevators, lobby areas, parking garages or roadways. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, and shall be strictly responsible for any injury to Persons or damage to property resulting from the behavior of their children. *Adopted pursuant to Subparagraph 4.3(d)(iii) and Subsections 7.13, 7.14, 10.5, 11.2 and 11.9 of the Declaration.*

(g) **Effect on Insurance Premiums.** No one shall engage in any activity or use or store any personal property within the Common Elements which would increase the premium rates for, or would result in the cancellation of, any insurance policy maintained by the Association. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13 and 7.14 of the Declaration.*

7. **Use of Swimming Pool & Hot Tub.** The Owners or other occupants of the Units and their Guests may use the swimming pool and the hot tub, subject to the following restrictions:

(a) No one may use the swimming pool or hot tub alone. There shall be no life guard on duty. All Persons using the swimming pool or hot tub shall do so at their own risk. The Association shall assume no responsibility for any injury to Persons or any damage to property resulting from such use.

(b) The hours of permitted use for the swimming pool and the hot tub shall be 8:00 a.m. to 9:00 p.m., Sunday through Thursday, and 8:00 a.m. to 10:00 p.m., Friday and Saturday. No one may use the pool deck, swimming pool or hot tub during other times.

(c) Only Unit Owners, Tenants and their escorted Guests may use the pool deck, swimming pool or hot tub. Unit Owners and Tenants shall be strictly responsible for the conduct of their Guests. Unauthorized use of the pool deck, the swimming pool or the hot tub, or use after permitted hours, constitutes trespass, and violators may be prosecuted to the full extent of the law.

(d) The maximum capacity of the swimming pool is fifty-five (55) Persons; the maximum capacity of the hot tub is ten (10) Persons.

(e) All children under fourteen (14) years of age shall be escorted by a parent or guardian in order to use the pool deck or the swimming pool; no children under 14 years of age may use the hot tub. Parents and guardians shall be strictly responsible for the conduct of their children.

(f) No incontinent Person, or child who requires diapers, may use the swimming pool or the hot tub.

(g) No one may run, dive, splash water, engage in acrobatics or horseplay, or otherwise cause undue disturbance to other persons, anywhere within the pool deck, the swimming pool or the hot tub.

(h) No one may permit their pet or other animal to enter the pool deck, the swimming pool or the hot tub.

(i) No one may enter the swimming pool or the hot tub without showering.

(j) No one may enter the swimming pool or the hot tub while wearing suntan oil, baby oil, body lotion, or other similar skincare products.

(k) No one may have food or drink in the swimming pool or the hot tub. No one may use glass containers anywhere within the pool deck, the swimming pool or the hot tub.

(l) No one may enter the swimming pool or the hot tub while under the influence of tranquilizers, alcohol, or other medications that may cause drowsiness or affect blood pressure.

(m) No pregnant women, elderly Persons, or Persons with heart disease, diabetes, high or low blood pressure or other medical conditions may enter the hot tub without prior permission from their doctor.

(n) The maximum hot-tub water temperature shall be set at one hundred and four degrees (104°) Fahrenheit. All Persons who use the hot tub shall observe reasonable time limits (10 to 15 minutes), and shall periodically leave the hot tub and cool down before re-entering. All Persons are warned that over-exposure may result in nausea, dizziness or fainting.

The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, and shall be strictly responsible for any injury to Persons or damage to property resulting from a violation of this Rule. *Adopted pursuant to Subparagraph 4.3(d)(iii), and Subsections 7.13, 7.14, 10.5, 11.2, 11.7, 11.8 and 11.9 of the Declaration.*

8. **Parking of Vehicles.** The Owner or other occupant of a Unit who parks a vehicle, or who permits Guests or other invitees to park their vehicles, in violation of Subsection 11.3 of the Declaration shall be subject to a \$100 fine for each such violation, or for each day of a continuing violation, as applicable. *Adopted pursuant to Subsections 7.13, 7.14 and 11.3 of the Declaration.*

9. **Pets.** No one may permit their pet to roam freely anywhere within the Common Elements; every pet owner shall keep such owner's pet on a leash or within an appropriate pet carrier whenever such pet is permitted outside the confines of the pet owner's Unit. Pet owners shall collect and dispose of all animal waste from their pets in accordance with Subsection 11.11 of the Declaration. Pet owners shall register their pets with the applicable local authority, and shall obtain all licenses and inoculations for their pets, as required by applicable law. Pet owners shall not permit their pets to cause disturbances, including, but not limited to, making noise audible to the occupants of other Units. Neither Tenants nor Guests may keep any type of pet anywhere within the Condominium Property. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 11.7 of the Declaration, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14, 11.7, 11.8, 11.9 and 11.11 of the Declaration.*

10. **Security Alarms.** No one shall permit a home or vehicle security alarm to continue to emit its audible alert for an unreasonable period of time; it shall be the responsibility of every Owner or

other occupant of a Unit to attend to their alarm when it has been triggered. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13, 7.14 and 11.9 of the Declaration.*

11. **Amplified Sound.** No one may use or discharge any radio, loudspeaker, horn, whistle, bell, or other sound amplification device anywhere within the Condominium Property that exceeds sixty (60) decibels, as measured from any location within the Condominium Property (excluding the interior of the Unit from which such sound is being emitted); provided, however, no one may use or discharge any such device that exceeds forty (40) decibels, similarly measured, during the hours of 11:00 p.m. to 8:00 a.m. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13, 7.14 and 11.9 of the Declaration.*

12. **Fireworks.** No one shall discharge fireworks or other pyrotechnical displays anywhere within the Condominium Property; provided, however, that the Association may sponsor a professionally-managed fireworks display for all Owners, Tenants and their respective Guests within an appropriately cleared space of the Common Elements, if approved by the Board of Directors. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 11.12 of the Declaration, and shall be strictly responsible for any injury to Persons or damage to property resulting from any discharge of fireworks or other pyrotechnical displays. *Adopted pursuant to Subsections 7.13, 7.14, 10.5, 11.8, 11.9 and 11.12 of the Declaration.*

13. **Barbecue Grills.** No one may use a barbecue grill of any kind within a Unit, the Limited Common Elements appurtenant to a Unit, or any other covered area within the Condominium Property. Except as otherwise provided in Subsection 11.6 of the Declaration, no one may store or use a gas grill anywhere within the Condominium Property. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 11.6 of the Declaration, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14, 11.2, 11.5, 11.6, 11.8 and 11.9 of the Declaration.*

14. **Laundry Drying, etc.** No one may hang or dry clothing, laundry, textiles or similar materials anywhere within the Condominium Property that is visible from the Common Elements or to the occupants of another Unit. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule or Subsection 11.2 of the Declaration. *Adopted pursuant to Subsections 7.13, 7.14, 11.2, 11.5 and 11.9 of the Declaration.*

15. **Throwing or Dropping Objects.** No one may throw or drop any object or substance from any window, balcony, staircase or other elevated location anywhere within the Condominium Property. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, and shall be strictly responsible for any injury to Persons or damage to property resulting from thrown or dropped objects or substances. *Adopted pursuant to Subsections 7.13, 7.14, 10.5, 11.2, 11.8 and 11.9 of the Declaration.*

16. **Cleaning.** No one may sweep or otherwise cause the transmission of dirt or any other substance from a Unit or the Limited Common Elements appurtenant to such Unit onto any other portion of the Condominium Property. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13, 7.14, 11.2, 11.9, and 11.11 of the Declaration.*

17. **Disposal of Trash.** No one may burn trash anywhere within the Condominium Property. No one may accumulate trash anywhere within the Condominium Property, except in closed sanitary bags or other approved containers. The Owner or other occupants of a Unit shall place such sanitary bags or other containers in the refuse collection facilities located within the Common Elements, and shall not keep such bags or containers within a Unit or the Common Elements generally. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14, 11.8, 11.9 and 11.11 of the Declaration.*

18. **Disposal of Hazardous & Toxic Substances.** No one may release gasoline, motor oil, petroleum distillate, paint, paint thinner, solvent, or any other hazardous or toxic substance anywhere within the Condominium Property. As used in this Rule and Subsection 11.10 of the Declaration, the term “hazardous or toxic substance” shall include the substances identified in the Resource and Conservation Recovery Act of 1976 (“RCRA”), 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 9601-9637, as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Hazardous Materials Transportation Act, 49 U.S.C. § 6901 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 741 *et seq.*; the Clean Water Act, 33 U.S.C. § 7401 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j; and the regulations adopted promulgated pursuant to such laws. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or each day of a continuing violation after notice, and shall be strictly responsible for any injury to Persons or damage to property resulting from the release of such substances. *Adopted pursuant to Subsections 7.13, 7.14, 11.8 and 11.10 of the Declaration.*

19. **Discharge of Firearms.** No one may discharge a firearm anywhere within the Condominium Property. For purposes of this Rule, the term “firearm” shall include all rifles, shotguns, handguns, starter guns, compressed air guns, bows, crossbows, and any similar weapons. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 11.12 of the Declaration, and shall be strictly responsible for any injury to Persons or damage to property resulting from any discharge of a firearm. The Association strongly encourages the Owners and other occupants of the Units to take appropriate measures to secure their firearms from theft and unauthorized use. *Adopted pursuant to Subsections 7.13, 7.14, 10.5, 11.8, 11.9 and 11.12 of the Declaration.*

20. **Business & Trade Uses.** No one may use a residential Unit for any purpose other than a personal residence and closely related accessory uses; provided, however, that the Owner or Tenant of a residential Unit may maintain and use a “home office” within such Unit strictly conditioned upon the facts that such business or trade activity: (a) is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) conforms to all zoning and other land use requirements of the State, the County or any other governmental body having jurisdiction over the Condominium; (c) does not involve door-to-door solicitation of the Owners or occupants of any Unit; (d) does not, in the reasonable judgment of the Board of Directors, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within the Condominium Property which is noticeably greater than that which is typical of Units in which no home office is maintained; and (e) is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the

security or safety of other residents of the Condominium, as may be determined in the Board's sole discretion. As used in this Rule and Subsection 11.16 of the Declaration, the terms "business" and "trade" shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an on-going basis which involves providing goods or services for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity: (a) is engaged in full-time or part-time; (b) is intended to be for-profit or not-for-profit; or (c) requires a license. The Owner or other occupants of a residential Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 11.16 of the Declaration, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14, 11.1, 11.8, 11.9, 11.13, and 11.16 of the Declaration.*

21. **Door-to-Door Solicitations.** No one may conduct commercial door-to-door solicitations anywhere within the Condominium Property. The Board of Directors may permit reputable charitable organizations to conduct door-to-door solicitations within the Condominium Property, but any such organization shall provide prior notice of its proposed solicitation activities to the Association and shall have obtained the prior written approval of the Board. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13, 7.14, 11.8, 11.9, 11.13 and 11.14 of the Declaration.*

22. **Leasing of Units.** Every Lease of a Unit shall be in writing, shall transfer possession of the entire Unit and not a portion or portions thereof, shall include a term of no fewer than ninety (90) days, and shall require the Tenant and other occupants of the Unit to comply with the requirements of this Declaration and the other Condominium Documents. The Owner of a residential Unit shall provide notice of any Lease thereof, together with such additional information as the Board of Directors may reasonably require, to the Board at least fifteen (15) days before the proposed commencement of the term of such Lease, and shall provide the proposed Tenant with current copies of these Rules & Regulations and the other Condominium Documents. The Owner of a Unit, by leasing such Unit, shall be deemed to have assigned all of the Owner's rights to use and enjoy the Common Elements to the Tenant during the term of the Lease. For purposes of this Rule and Section XIII of the Declaration, the terms "lease" and "leasing" refer to the regular, exclusive occupancy of a Unit by one or more Persons, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, rent, fees, or in-kind goods or services. The Owner of a Unit shall be subject to a \$100 fine for each violation of this Rule or Section XIII of the Declaration, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14 and 11.15, and Section XIII of the Declaration.*

23. **Maintenance of Temperature & Humidity Range.** In order to minimize the condensation of moisture within the Units and the Common Elements and to reduce conditions favorable to the growth of mold and mildew, every Unit Owner or Tenant shall maintain the air-conditioned or heated temperature within such Owner's Unit at no lower than seventy degrees (70°) Fahrenheit and no higher than ninety degrees (90°) Fahrenheit. No Unit Owner or Tenant shall permit the electric power to a Unit to be turned off, nor shall any Unit Owner or Tenant permit the air-conditioning system for a Unit to be turned off or otherwise disabled, regardless of whether the Unit of such Owner or Tenant is occupied or not. The Owner of a Unit shall be subject to a \$100 fine for each violation of this Rule or Section 11.17 of the Declaration, or for each day of a continuing violation after notice, and shall be strictly responsible for any injury to Persons or damage to property resulting from violations of this Rule. *Adopted pursuant to Subsections 7.13, 7.14 and 11.17 of the Declaration.*

24. **Wall-Coverings & Built-In Casework, etc.** In order to minimize the condensation of moisture within the Units and the Common Elements and to reduce conditions favorable to the growth of mold and mildew, no one may install non-breathable wall-coverings or low-permanence paints within any Unit or the Common Elements. Additionally, any and all built-in casework, furniture and/or shelving within a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum drywall. The Owner of a Unit shall be subject to a \$100 fine for each violation of this Rule or Section 11.17 of the Declaration, or for each day of a continuing violation after notice, and shall be strictly responsible for any injury to Persons or damage to property resulting from violations of this Rule. *Adopted pursuant to Subsections 4.4, 7.13, 7.14 and 11.17 of the Declaration.*

25. **Hurricane Preparations.** Each Unit Owner or Tenant who is absent from the Condominium during the annual hurricane season (April through November), or any part thereof, shall designate a responsible Person or Entity to prepare and care for such Owner or Tenant's Unit in the event of a hurricane and shall provide the name of such Person or Entity to the Association. The Owner or Tenant of a Unit shall be subject to a \$100 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13, 7.14 and 11.18 of the Declaration.*

26. **Association Access to Units.** In order to facilitate access to the Units by the Association for the performance of maintenance and repairs to the Common Elements, every Unit Owner shall deliver keys to their Unit to the Association to use in the performance of its obligations. No one shall change or re-key the locks to a Unit without first notifying the Association and delivering to the Association a new set of keys to such Unit. Except in the event of a *bona fide* emergency, the Association shall provide the Owner of a Unit with advance notice of its need to enter the Unit. Before entering a Unit, an employee, contractor or other Agent of the Association shall ring the door bell or knock on the door to determine if anyone is present within the Unit; after entering a Unit, an employee, contractor or other Agent of the Association shall immediately call out loudly and declare himself or herself to be an authorized agent of the Association to avoid surprising the Owner or other occupants of the Unit who may not have heard the door bell or knocking. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or Subsection 10.6 of the Declaration, or for each day of a continuing violation after notice. *Adopted pursuant to Subsections 7.13, 7.14, 10.3 and 10.6 of the Declaration.*

27. **Association Employees, etc.** No one may demand or request employees or other authorized agents of the Association to perform personal services or errands. The Board of Directors and the Officers shall be solely responsible for directing the activities and assigning the duties of such employees and other agents. The Owner or other occupants of a Unit shall be subject to a \$50 fine for each violation of this Rule. *Adopted pursuant to Subsections 7.13 and 7.14 of the Declaration.*

28. **Limitations on Written Inquiries by Members.** The Board of Directors shall not be required to respond to more than one written inquiry by the Owner or Owners of any single Unit in any thirty (30) day period. If the Owner or Owners of any single Unit submit more than one written inquiry in any 30-day period, the Board shall respond to any additional inquiry or inquiries in the subsequent 30-day period or periods, as applicable. *Adopted pursuant to Subsections 7.13 of the Declaration, Section 1.15 of the Bylaws and Section 718.112(2) (a)2., FLA. STAT. (2005).*

29. **Limitations on Speaking by Members at Meetings.** Any Member who desires to speak on designated agenda items at meetings of the Members or the Board of Directors shall be limited to speaking for a maximum of three (3) minutes on any single agenda item; provided, however, that the meeting chairman or presiding Officer, in the chairman or presiding Officer's absolute discretion, may waive such limitation with regard to particular meetings or agenda items. *Adopted pursuant to Subsections 7.13 of the Declaration, and Sections 1.11 and 2.15 of the Bylaws.*

30. **Limitations on Recording of Meetings by Members.** Any Member may tape-record or video-tape meetings of the Board of Directors, the committees, or the Members, subject to the following restrictions:

(a) the Members may only use audio and video recording equipment and devices that do not produce distracting sound or light emissions;

(b) the Members exercising their right to record such meetings shall assemble their audio and video recording equipment and place such equipment in position before the meeting is called to order;

(c) the Members engaged in the recording of a meeting shall not be permitted to move about the meeting room in order to facilitate such recording; and

(d) the Members who desire to record any meeting shall provide the President or the Secretary with at least twenty-four (24) hours' advance notice that they desire to use any audio or video equipment at such meeting.

Adopted pursuant to Subsections 7.13 of the Declaration, Sections 1.11 and 2.15 of the Bylaws, Sections 718.112(2)(c) and (d)7., FLA. STAT. (2005), and Rule 61B-23.002(8), FLA. ADMIN. CODE (2005).