

***CENTURY PARK WEST CONDOMINIUM
ASSOCIATION, INC.***

RULES AND REGULATIONS

CENTURY PARK WEST CONDOMINIUM ASSOC., INC.

RULES & REGULATIONS

CENTURY PARK WEST CONDOMINIUM Association is governed by Association Documents comprising of Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules & Regulation including Parking Policy. The Rules & Regulation may be amended by the Board of Directors from time to time to meet Community needs. The Rules and Regulations including Parking Policy will be strictly enforced.

15. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

15.1 Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of the Common Elements accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Elements, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Condominium, and (e) design of any portion of the Condominium. Each person also expressly indemnifies and agrees to hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or relating to the person's use of the Common Elements, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Elements do so at their own risk. BY ACCEPTANCE OF A DEED, EACH UNIT OWNER ACKNOWLEDGES THAT THE COMMON ELEMENTS OR SURROUNDING AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING UNIT OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH UNIT OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

15.2 Awnings and Shutters. No awning, canopy, or shutter, including a hurricane or storm shutter, shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved by the Board. Association will specify the type and color of all hurricane shutters which must be uniform for all Units. Hurricane shutters approved by the Board may only be installed and remain in place during a hurricane or hurricane watch or alert, and such shutters must be removed by the respective Unit Owner thereof within forty-eight (48) hours thereafter.



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and if not so removed by a Unit Owner, such shutters may be removed by the Board at the expense of such Unit Owner. Storm shutters are not required as each Unit has impact resistant glass in accordance with the current building code.

15.3 Balconies. Unit Owner may not screen or tile the balconies.

15.4 Barbecue Grills. Barbecue grills are prohibited on any portion of the Condominium.

15.5 Bicycles. Bicycles may not be stored in the balconies or in any place that causes the bicycle to be visible from the exterior of the Buildings.

15.6 Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes of which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

15.7 Effect on Developer; Association. The restrictions and limitations set forth in this Section 15 shall not apply to Developer or to Units owned by Developer unless the Rules of the Act as it currently exists require otherwise. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 15 for good cause shown.

15.8 Exterior Improvements; Landscaping. Without limiting the other provisions hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, furniture, fixtures, and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Board; provided, however, a removable United States of America flag or official Flag of the State of Florida and removable official flags, not larger than four and one-half (4 1/2) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Prior to placing or affixing satellite dishes or antennas within a Unit or on the Limited Common Elements of the Unit, Unit Owner shall obtain Association's written approval.

15.9 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

15.10 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by Association and shall provide (or, if it does not provide, shall automatically be deemed to provide) that Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of Association, applicable Rules or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by Association. Unit Owners are responsible for providing to their tenants copies of all such documents or instruments.



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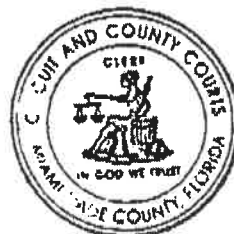
Leasing of Units shall also be subject to the prior written approval of Association, as more particularly explained in Section 16.2 hereof. No Unit may be leased more than two (2) times per year. Each lease must be for a minimum period of six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. Association may also charge a reasonable fee to offset the costs of a background check on tenant. As a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or such greater amount permitted from time to time by the Act) be deposited into an account maintained by Association as permitted by the Act. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 15.10 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 16 hereof.

15.11 Litter. No article of personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner shall sweep or throw from his Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except closed containers deposited in chutes or placed for pick-up in accordance with Rules promulgated by the Board.

15.12 Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

15.13 Parking. Assigned parking spaces located in the parking garage are solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than forty-eight (48) hours. Unit Owners may not park in guest Parking Spaces.

15.13.1 No commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property; provided, however, the Board shall have the right to permit vans to be parked for specified periods of time in designated service parking areas. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos™, Blazers™, Explorers™, etc.) no longer than 19' or clean "non-working" vehicles such as pick-up trucks and vans not in excess of 3/4 ton or cars, if they are used by the Unit Owner on a daily basis for normal transportation. The term commercial vehicle shall also not be deemed to include law enforcement vehicles. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction or maintenance vehicles in connection with the construction, improvement, installation, or repair by Developer of any part of the Condominium Property. This prohibition of



parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, or to any of Developer's vehicles.

15.13.2 No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

15.14 Pets. Each Unit may house up to two (2) animals, which may only be domestic cats and/or dogs with a weight of not more than twenty-five (25) pounds per animal, unless such animals are of a breed prohibited by County, City or any other ordinance. Further, each Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Unit Owners. Pets shall not be allowed on or about the Common Elements except on a leash of no longer than six (6) feet or when being carried by their owner. No pets shall be left unattended in or on the patio, balcony or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Condominium Property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Condominium or in any way causes any damage to the property. Unit Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. The pet restrictions provided for herein apply to pets visiting a Unit or pets permanently housed in a Unit.

15.15 Rules and Regulations. Reasonable Rules concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board. Copies of such Rules and amendments thereto shall be furnished by Association to all Unit Owners and residents of the Condominium upon request.

15.16 Signs. No signs, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any part of the Condominium Property except in a place, style and manner approved by the Board in its sole discretion.

15.17 Units. Each Unit shall be used as a residence only, except as otherwise herein expressly provided, and no commercial occupation or activity may be carried on in any Unit except as such occupation or activity is permitted to be carried on by Developer under this Declaration. Notwithstanding the foregoing, a Unit may contain a home office so long as no business invitees visit the Unit and the home business activities do not pose a nuisance to other Unit Owners or residents. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, in addition to such persons' Family Members and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such trust or other fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, in addition to such person's Family Members and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a



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Initials _ _ _ _

Condominium may run continuously, causing noise and vibration. Noise from stairwells is normal for this type of building. Flushing toilets, high heels walking on tiles or marble, alarms, pumps and intermittent fans all make noise and vibrations which will be noticeable to some Unit Owners. These sounds are normal, and to be expected. Volumes and pitches may vary, and are not guaranteed. Developer does not make any representation or warranty as to the level of sound transmission between and among Units and other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases Developer from any such warranty and claim for loss or damages resulting from sound transmission.

16. Selling, Leasing and Mortgaging of Units. In order to maintain complementary uses, congenial neighbors and to protect the value of Units, the transfer of title to or possession of Units by any Unit Owner shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe:

Century Park West Condominium Association Inc.

Acknowledgement of Rules & Regulations

Reconocimiento de Reglas y Regulaciones

I (print name) _____ acknowledge receipt of the Rules and Regulations of Century Park West Condominium Association Inc. I have read and understood the established rules and regulations of this Association and hereby agree I am responsible to ensure the residents of my unit and my guest will govern themselves accordingly.

Yo (escriba su nombre en letra de molde) _____ acepto haber residido as Normas y Reglamentos de Century Park West Condominium Association Inc.

He leído y entendido las reglas y regulaciones establecidas de esta Asociación y por el presente acepto que soy responsable de asegurar que los residentes de mi unidad y mis visitantes se regirán a las normas establecidas.

Signature (*Firma*): _____

Date (*Fecha*): _____