

**RULES AND REGULATIONS
FOR
THE MADISON CONDOMINIUM**

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the limited common elements, the units and the Condominium (the "Condominium") shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors. **THE RULES AND REGULATIONS ARE AS FOLLOWS:**

1. RULES AND REGULATIONS:

- a. Violations should be reported, in writing, to the Board of Directors of the Association.
- b. Violations will be called to the attention of the violating unit owner or lessee by the Board of Directors.
- c. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
- d. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. **NOISE:** Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units, other than any carpeting or other floor covering installed by the Developer. In any event, each unit owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the flooring shall be adequately sound-proof. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 P.M. and 8:00 A.M. All other unnecessary noises, such as bidding good night to departing guests and slamming doors, between these hours should be avoided.

3. **OBSTRUCTIONS:** The parking areas, all sidewalks, entrances, driveways, passages, patios, balconies, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Condominium or the roofs thereon, except for installations constructed thereon by the Developer and/or by agents of the Developer.

4. **CHILDREN:** Children are not to play in the parking areas, in the elevators, on the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds.

5. **DESTRUCTION OF PROPERTY:** Neither unit owners, nor their family members, lessees, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage.

6. **EXTERIOR APPEARANCE:** The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association and shall follow applicable building codes, which Association approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. The Association may not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the board. No windows may be tinted without the prior consent of the Association and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off-white, black out type liners used, which liners must be approved by the Association. No television or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the Condominium, except for installations constructed therein by the Developer and/or by agents of the Developer.

7. **SIGNS:** There shall be no "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or the exterior of the Condominium, except for signs displayed by the Developer and/or by agents engaged by the Developer.

8. **CLEANLINESS:** All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given by the Association.

9. **WINDOWS AND BALCONIES:** Unit owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit owners shall not throw cigars, cigarettes or any other object from balconies, doors, windows or terraces. No cooking shall be permitted on any balcony or terrace. Unit owners shall not allow anything to be thrown or to fall from balconies, doors, windows or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the Condominium from the balconies, doors, windows or terraces. No balconies or terraces may be enclosed except by the Developer.

10. **INGRESS AND EGRESS:** Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, on walkways or on staircase landings. No unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

11. **STORAGE AREAS:** Nothing shall be placed in the storage areas, if any, which would create a fire hazard.

12. **BICYCLES:** Bicycles must be placed or stored in the designated areas, if any.

13. **ATTIRE:** No bare feet are allowed in the parking areas or on the stairways.

14. **PLUMBING:** Common water closets and other common plumbing shall not be used for any purposes

other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

15. **TRASH**: All refuse, waste, bottles, cans and garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers. Trash collection containers may be used only between 7:00 A. M. and 11:00 P. M.

16. **ROOFS**: Unit owners (other than the Developer and/or agents of the Developer), their lessees, their family members and guests are not permitted on the portions of the roofs which are a part of the common elements of the Condominium for any purpose whatsoever; provided, however, that nothing contained herein shall prevent a unit owner from entering upon and utilizing any portion of the roofs which constitute a portion of such unit owner's unit.

17. **SOLICITATION**: There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

18. **EMPLOYEES**: Except as may otherwise be permitted by the Association, employees of the Association shall not be sent out of the buildings by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

19. **FIRE DOORS**: Unit owners, lessees, and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations.

20. **HURRICANE PREPARATIONS**: Each unit owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure by designating a responsible firm or individual to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or to remove hurricane shutters. If permission is given by the Board of Directors for the installation of storm shutters, then the approval shall be conditioned upon the Board of Directors also approving the quality of the storm shutters and the aesthetic appearance of the storm shutters. All storm shutters which may be approved by the Board of Directors shall be white in color, and shall be an accordion type storm shutter. Storm shutters shall only be installed during hurricane "watch" and hurricane "warning" situations.

The Board of Directors may, subject to the provisions of Section 718.3026 Florida Statutes, and the approval of a majority of voting interests of the Condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units or Association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board of Directors may not install hurricane shutters. The Board of Directors may operate shutters installed pursuant to this Paragraph No. 21 without permission of the unit owners only where such

operation is necessary to preserve and protect the Condominium Property and Association property.

The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board of Directors shall constitute a common expense as defined herein and shall be collected as provided in the Declaration. Notwithstanding the foregoing, a unit owner who has previously installed hurricane shutters in accordance with this paragraph 21 of laminated glass architecturally designed to function as a hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each unit. However, such unit owner shall remain responsible for the pro rata share of expenses for hurricane shutters installed on common elements and association property by the Board of Directors, and shall remain responsible for a pro rata share of the expense of the replacement, operation, repair, and maintenance of such shutters.

21. **GUESTS:** Unit owners and lessees shall notify the Board of Directors, upon at least ten (10) days prior written notice, of the arrival and departure dates of guests who have permission to occupy the unit in the absence of the unit owner and the lessee. All guests must check in at the Association office, upon arrival, in order that service may be extended to them in the way of telephone calls coming into the Association office, incoming mail or any emergency which might arise. The Association may, in its reasonable discretion, limit the number of guests who may reside in a unit at any one time.

22. **PEST CONTROL:** All unit owners and lessees shall permit employees of pest control companies employed by the Association, if any, to enter into the units, at regularly scheduled times, to perform pest control services.

23. **PETS:** No pet or animal shall be maintained or harbored within a unit that would create a nuisance to any other unit owner or lessee. A determination by the Board of Directors that a pet or animal maintained or harbored within a unit creates a nuisance or is exotic shall be binding and conclusive on all parties.

24. **COOPERATION WITH BOARD OF DIRECTORS:** All unit owners and lessees shall cooperate fully with the Board of Directors in effecting a coordinated move-in and move-out schedule including, but not limited to, use of the elevators for moving of furniture and furnishings.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

THE MADISON CONDOMINIUM ASSOCIATION, INC.

By: 