

RULES & REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements, the Condominium Units, and the Condominium in general shall apply to and be binding upon all Unit Owners. The Unit Owners shall at 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, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the By-Laws of the Association. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover in said actions any and all court costs incurred by it, fines together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. 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 notified in writing by the Board of Directors. The Rules and Regulations as set forth herein shall not apply to the Commercial Units. THE RULES AND REGULATIONS ARE AS FOLLOWS:

As used in these Rules and Regulations, unless the context requires otherwise, the defined terms shall have the meaning or definitions listed in the Declaration. All other terms used in these Rules and Regulations shall be assumed to have the meanings attributed to said terms by the Act.

1. RULES AND REGULATIONS

1.1 Violations should be reported to the Board of Directors or to the officers of the Association or to any designees thereof.

1.2 Violations will be called to the attention of the violating Owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

1.3 Disagreements concerning violations will be presented to and be judged by the Board of Directors or the appropriate committee, if any, who will take appropriate action.

1.4 Unit Owners are responsible for compliance by their guests, family members, employees, agents, visitors, licensees, and lessees with these Rules and Regulations.

2. FACILITIES: The walk-ways, open spaces, recreational facilities, sidewalks, driveways, and other Common Elements of Centro Downtown Condominium Association, Inc. shall be maintained and administered by the Association for the use and benefit of the owners of the Condominium units in Centro Downtown Condominium Association, Inc.

3. OBSTRUCTIONS: Sidewalks, entrances, driveways, passages, patios, elevators, vestibules, stairways, corridors, walkways and all Common Elements shall be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in walkways or corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of a Unit, except such as shall have been approved in writing by the Association. Nothing shall be projected out of any window in the Condominium without similar approval by the Association. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the Condominium or the roof thereof, without the consent of the Board of Directors.

4. **CHILDREN:** Children shall not play in the lobbies, corridors, driveways, fitness center, spa, lounges or stairways or interfere with the operation of the elevators. Reasonable supervision must be exercised when children are playing on the grounds.
5. **DESTRUCTION OF PROPERTY:** Neither Unit Owners, their lessees, not guests shall mark, mar, damage, destroy, deface or engrave any part of the buildings or Common Elements. Unit Owners shall be financially responsible for any such damage.
6. **EXTERIOR APPEARANCE:** The exterior of the Condominium and all other 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 material, 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, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. All shutters, if any, must be uniform in appearance.
7. **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.
8. **BALCONIES:** No cooking or grilling shall be permitted on any balcony, patio or terrace. No hot tubs or other bathing apparatus may be kept on balconies. No items whatsoever may be stored on balconies, patios, or terraces, including, without limitation, bicycles, and/or motor bikes. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or upon any roof areas. No objects shall be hung from balconies, patios or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, balconies, walkways or terraces. Unit Owners shall remove all loose object or movable objects from the balconies, walkways and terraces during the hurricane season. Unit Owners shall not throw cigars, cigarettes or any other object from the balconies, walkways or terraces. Unit Owners shall not allow anything to be thrown or to fall from windows, doors, balconies, walkways or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces of individual Units. No balconies may be enclosed or screened.
9. **EMERGENCY ENTRY:** In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.
10. **BICYCLES:** Bicycles must be placed or stored in the designated areas, if any.
11. **ATTIRE:** Unit Owners, the lessees, their families and guests shall not appear in or use the common areas except in appropriate attire. No bare feet are allowed in the lobby, lounge, fitness center, health spa, elevators, hallways, stairways, or driveways. Shoes and shirts must be worn at all times while in the common areas, except for the exterior pool deck.
12. **PLUMBING:** Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

13. **TRASH CHUTE:** All refuse, waste, bottles, cans, etc. placed in the trash chute shall be securely wrapped in plastic garbage bags and sent down the trash chute in a container not exceeding the diameter of the chute. Use of trash chutes shall comply with all posted instructions. Heavy items and boxes intended for disposal shall be placed in the area designated by the Board of Directors and not thrown down the trash chute. No construction debris of any type permitted down trash chute.
14. **EMPLOYEES:** Neither employees of the Association nor employees of any management firm shall be sent off the Condominium Property by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association. Except where authorized by the Association or Board of Directors, no Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm. Employees of the Association shall not be sent out by Unit Owners for personal errands, and shall not perform work for Unit Owners in the Units or perform personal services during their working hours, except for work or services authorized by the Board of Directors of the Association, or its agents. In the event that any Association employee does perform personal services for a Unit Owner (regardless of when they are performed), such performance shall be deemed outside of the scope of their employment by the Association and the Association shall not be responsible in any manner for such employees (including, without limitation, their tortious acts, injuries and remuneration).
15. **COMMERCIAL PROHIBITION:** No Residential Condominium Unit may be occupied or used for any commercial or business purpose. However, offices as an ancillary use shall be permitted to the extent allowed by applicable zoning regulations. Short-term rentals using online booking websites, such as Airbnb, are strictly prohibited.
16. **COMMON FACILITIES:** Unit Owners shall cooperate with the Association or any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.
17. **HURRICANE PREPARATIONS:** Unit Owners and lessees who plan to be absent from their Unit during the hurricane season must prepare their Unit prior to departure by:
 - 17.1 Removing all furniture and plants from the Unit's patio or balcony.
 - 17.2 Designating a responsible firm or individual to care for their Unit during their absence in the event that the Unit should suffer hurricane damage, and furnish the Association, any management firm or other designate with the name of such firm or individual.
18. **GUESTS:** Unit Owners and lessees shall notify the Association or any management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the Unit in the absence of Unit Owners and lessees. All guests must check-in with the Front Desk upon arrival.
19. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS:** Owners will maintain their Units at all times in compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Property.
20. **REPAIR WORK:** No repairs will be performed within a Unit by an Owner, contractor, or subcontractor prior to 9:00am or subsequent to 5:00pm. No work may be performed on Sundays. The foregoing shall not apply to the Developer for so long as the Developer is holding Units for sale in the ordinary course of business.
21. **WINDOWS:** No Unit shall have aluminum foil placed in any window or glass door or any reflective or tinting substance placed on any glass, except such as may be approved by the Board for energy conservation purposes. No unsightly materials may be placed on

any exterior window or glass door or be visible through such window or glass door. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors shall be white or off-white and are subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

22. **PASS-KEY:** The Association may retain a pass-key to all Units. No Unit Owner shall alter any lock, nor install a new lock, without the prior written consent of the Board. Where such consent is given, the Unit Owner shall provide the Association with an additional key. **LOCK BOXES ARE NOT PERMITTED ANYWHERE UPON THE COMMON ELEMENTS.**
23. **SIGNS AND FLAGS:** No sign, advertisement, flag, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs and flags used by the Developer. However, any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than four and one half (4 ½) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
24. **STORAGE:** The personal property of Unit Owners must be stored in their respective Units or assigned storage spaces, if any. Unit Owners are responsible to see that nothing is placed in the storage areas which would create a fire hazard. Nothing will be done or kept in a Unit which will either increase the Association's cost of insurance or result in the insurance being cancelled.
25. **ARCHITECTURAL MODIFICATIONS:** No Unit Owner will permit any material modification or alteration to be made within a residential Condominium Unit without first obtaining the written consent of the Association, which consent may be withheld in the event a majority of the Directors determine, in their sole discretion, that such structural modification or alteration would affect or in any manner endanger the Condominium Property. If the modification or alteration desired by the Unit Owner involved the removal of any permanent interior partition, the Association will have the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition and so long as the removal thereof would in no manner affect or interfere with the providing of utility services constituting Common Elements.
- 25.1 No Unit Owner or Occupant shall alter the exterior appearance of their Unit entry door, including, but not limited to, peepholes, thresholds, doorbells, door knockers, lock and handle sets, paint, and/or signs without first obtaining the written consent of the Board of Directors. Lockboxes are not permitted.
26. **FIRE DOORS:** Unit Owners shall not use fire doors for ingress and egress except during an emergency.
27. **LIMIT ON OCCUPANTS:** No Unit may be occupied on a permanent basis by more persons than two (2) per bedroom (or studio type Unit) and one (1) per den.
28. **COMPLIANCE:** 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 and By-Laws 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 action 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, or By-Laws, provided the Owner or occupant is

afforded an opportunity for a hearing before a Unit Owner's committee established by the Board of Directors, and the following procedures are adhered to:

- 28.1 Notice: The Association shall at least fourteen (14) days prior to the hearing, notify the Owner or occupant of the time and place of the next Unit Owners' committee hearing and a statement of the provisions of the Declaration, By-Laws, or rules that have been allegedly violated.
 - 28.2 Hearing: The party against whom the file 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 Association. A written decision of the committee shall be submitted to the Owner occupant not later than twenty-one (21) days after the meeting.
 - 28.3 Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount of One Hundred Dollars (\$100.00) (or such greater amount as may be permitted by law from time to time). Notwithstanding the foregoing, if the committee of Unit Owners described above does not agree with the fine, the fine may not be levied.
 - 28.4 Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. No fines shall exceed One Hundred Dollars (\$100.00) per violation, or One Thousand Dollars (\$1,000.00) –in the aggregate (or such greater amount as may be permitted by law from time to time). In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
 - 28.5 Payment of Fines: Fines shall be paid no later than thirty (30) days after notice of the imposition thereof.
 - 28.6 Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
 - 28.7 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 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.
29. PETS: A maximum of one (1) domesticated pet may be maintained in a Unit provided that such pet is:
- a) vaccinated and permitted to be so kept by applicable laws and regulations,
 - b) not left unattended on balconies, terraces, patios and/or lanai areas,
 - c) generally, not a nuisance to residents of other Units or of neighboring buildings,
 - d) not a breed prohibited by applicable law or considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion),
 - e) under the handler's full control on a leash not to exceed six (6) feet in length at all times while travelling through the Common Areas.
- 29.1 Owners must curb their animal and dispose of solid waste in an appropriate receptacle. Any accident occurring within the Common Areas of the Property

- must be cleaned by the owner or reported to the Front Desk for assistance immediately.
- 29.2 Any landscaping damage or other damage to the Common Elements and/or the Residential Limited Common Elements caused by a pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefor.
- 29.3 Animals may only be walked in designated paths and areas for such purposes. Pets are not permitted in the recreational areas/facilities of the Condominium Property.
- 29.4 All pets and service animals must be registered with the Association.
- 29.5 The aggregate number of gallons of water for any aquarium(s) within a Unit shall not exceed 125 gallons.
30. **PARKING:** The Condominium has no available parking upon the Condominium Property. Owners and occupants are not permitted to park anywhere upon the Condominium Property. Any unauthorized vehicle parked on the Condominium Property will be subject to tow at the vehicle owner's sole expense.
- 30.1 The parking of motorcycles and/or scooters is not permitted anywhere upon the Condominium Property.
- 30.2 Valet parking shall be subject to availability at the rates established from time to time by the Board of Directors.
31. **SWIMMING POOL:** The posted pool rules shall be observed at all times. NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.
- 31.1 No diving.
- 31.2 No pets allowed on pool deck or inside swimming pool.
- 31.3 No smoking on pool deck or inside swimming pool.
- 31.4 No food or drinks within 4 feet of swimming pool.
- 31.5 No glass containers permitted on pool deck or inside swimming pool.
- 31.6 No running or horseplay.
- 31.7 No portable music device or radio which may cause a nuisance or disturbance to others shall be permitted.
- 31.8 Children must be supervised by a responsible adult at all times. Infants must wear appropriate swim diaper at all times while inside swimming pool.
32. **FITNESS CENTER and SPA:** The posted fitness center rules shall be observed at all times.
- 32.1 Fitness Center and Spa hours shall be from 6:00am to 12:00am, 7 days.
- 32.2 Appropriate footwear, shirts and fitness attire must be worn at all times while exercising. Towel must be worn at all times while using sauna or steam room.

- 32.3 Persons under the age of 14 are not permitted in Fitness Center or Spa unless accompanied and supervised by a responsible adult at all times.
 - 32.4 Fitness equipment and Spa facilities may only be used in accordance with the manufacturer's instructions.
 - 32.5 Fitness equipment must be wiped clean after use.
 - 32.6 Weights must be returned to rack after use.
 - 32.7 Out of consideration to others, use of equipment shall be shared or limited to 30 minutes if another person is waiting to use it.
 - 32.8 Personal trainers must be registered with the Association prior to entry, must provide valid professional certification and insurance, and be accompanied by a registered Resident at all times.
33. UPPER AND LOWER LOUNGE: Upper and Lower Lounge hours shall be from 8:00am to 12:00am, 7 days.
- 33.1 Ping pong paddles and balls may be signed-out at the Front Desk upon supplying valid photo identification. Ping Pong table shall not be used for any other purpose than playing table tennis.
 - 33.2 Upper and/or Lower Lounge may be reserved for private events, subject to a usage fee, cleaning fee, and security deposit, as established by the Board of Directors from time to time. Additional security and/or valet parking services may be charged for private events.
 - 33.3 Children must be supervised by a responsible adult at all times while in the Upper and/or Lower Lounge.
34. OFFICIAL RECORDS REQUESTS: Available upon written request by Unit Owner in accordance with Chapter 718.111 Florida Statutes. Official records requests may be limited to one (1) request per thirty (30) days. Unit Owners may inspect official records in a manner provided by the Association during regular business hours. A reasonable fee may be charged for photocopies.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association which will call the matter to the attention of the violating Unit Owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the Association for subsequent judgment by the Board of Directors.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of CENTRO DOWNTOWN CONDOMINIUM ASSOCIATION, INC., and the By-Laws of the Association.

These rules and regulations shall not apply to the Developer, its agents, its employees, its contractors, nor to the Units owned by the Developer.

