

THE RULES AND REGULATIONS OF APEX AT PARK CENTRAL NO. 1
CONDOMINIUM ASSOCIATION, INC.

In the Rules and Regulations hereinafter enumerated as to APEX AT PARK CENTRAL NO. 1 CONDOMINIUM, the Common Elements and the limited Common Elements may also be referred to as the Condominium (the "Condominium") where such intent is reasonably inferred by the context, and these Rules shall apply to and be binding upon all Unit owners, lessees and occupants of a Unit which collectively are referred to as "Residents". The Residents 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, and all persons for whom they are responsible and persons over whom they exercise control and supervision. Any exception made to 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.

In these Rules and Regulations whenever the singular number is used, when required by the context, the same includethe plural and the masculine includes the feminine and neutral genders.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

- a. Violations should be reported, in writing, to the Board of Directors and/or Management.
- b. Violations will be called to the attention of the violating Resident by the Board of Directors and/or Management.
- c. Disagreements concerning violations will be presented to and be determined by the Board of Directors who will take appropriate action, or if such violations result in the levy of a fine, may be addressed to the fining committee at a hearing scheduled for such purpose.
- d. Unit owners are responsible for compliance by their family members, guests, invitees and their lessees and occupants and their guests and invites with these Rules and Regulations.
- e. Resident and family member, guest or invitee who fails to comply with any adopted rule or regulation may have their, and their family members, privilege to use the Common Elements and shall the Owner be subject to fine and such other charges for the cost of repair, replacement, refurbishing, towing, booting, storing or other charge(s) or liability incurred, paid or payable by the Association. Such a fine to be in an amount of up to \$100.00 per day of continuing violation, \$1,000 aggregate, in such amount as set by the Board of Directors for similar and like violations. If the Unit is leased or rented, the Unit owner shall be jointly and severally liable with their lessee and occupants for all fines and costs.

2. COMMON ELEMENTS:

- a. Attire. Appropriate attire including shirts and footwear must be worn on patios and in the Common Elements
- b. Parental Guidance. Parents are always responsible to watch over their children while the children are at or about any of the Common Elements. Unattended and unsupervised children are not permitted. The Board does not provide any supervisory personnel.
- c. No bicycle, tricycles, skates, skateboards, or devices capable of propelling a person by motorized or self-power or toys are allowed in the Condominium, hallways, or stairs or in any other Common Element except while being carried and transported to and from a Unit.
- d. No alcoholic beverages are permitted in any of the Common Elements.
- e. No glass (cups, containers, or similar) are permitted in or about the Common Elements.

3. LEASE OR PURCHASE:

- a. Owners and Lessees **MUST** submit applications for approval along with processing fees. Owners and Lessees **MUST** be **APPROVED PRIOR** to move in.
- b. Lease Renewal. Approval of Renewal of Leases is subject in part to a favorable history (as determined in the sole discretion of the Board of Directors) as a resident of the Association.
- c. All questions and information requested on the application must be accurately and truthfully answered. An application can be denied for the omission of an answer or the failure to provide requested information. An untruthful answer or providing inaccurate information are grounds to deny the application.
- d. All adults who will occupy the Unit must be listed on the application, and an application for any additional adults who wish to occupy the Unit later must be submitted and approved before such adults may occupy Unit. Only approved residents are permitted to park in the Association parking lot. All persons named in the application, other than minor children, **MUST** sign the application and provide all requested information.
- e. Move-in and Move-Out is permitted from 9:00 a.m. to 4:30 p.m. Monday to Friday.
- f. All leases and lease renewals are subject to the Association's prior written approval and shall be for a term of at least six (6) months. However, the Association may consider the extension of a previously approved lease for a period of less than six (6) months. The Association shall have the right to terminate the lease agreement if tenant(s) do not comply with the Association Rules and Regulations or governing documents.

- g. All renewals or extension(s) of the lease must be approved by the Board of Directors. The violation of any condition, covenant or rule governing the Association during the term of the lease may be grounds to deny renewal of the lease.
- h. The leased Unit shall be used exclusively for residential purposes and shall be occupied only by lessee(s) and other persons listed in the application submitted to the Association for this lease.
- i. Subleases, room rentals or room sharing is not permitted. No seasonal or vocational leases or rentals are permitted.
- j. Lessee(s) shall deposit with the respective Association the sum of \$500.00 to be held by the Association as security deposit (or such amount not to exceed 1 months' rent) against any damages that may be caused by the Lessee(s) their guests or invitees to the Condominium. On termination of the lease term, the security deposit shall be returned in accordance with Florida law, less any damages.
- k. Lessee(s) shall not assign this lease or sublet the premises, or any part of this lease.
- l. The Association's failure to take any action on any default on the part of Lessee(s) shall not be construed as a waiver of that default.
- m. Any breach of the Association's governing documents by a Lessee(s) shall give the Association the right to immediately terminate the lease. The Association shall have the right to act for and on behalf of the Owner(s) and as Owner(s) agent with full power and authority to compel Lessee(s) compliance with the Association's governing documents or for removal of the Lessee(s) from the Condominium by action at law or in equity, including but not limited to, bringing an action against the Lessee(s), at Owner's expense, including court cost and reasonable attorney's fees, for eviction, ejectment and injunction as may be selected by the Association.
- n. All leases must be on a form approved by the Association and have as a part thereof the Association's Addendum which incorporates these Rules and Regulations into the lease.
- o. Units shall be regularly occupied by no more than three (3) persons per bedroom, excluding infants. As used in this rule, "regularly occupied" means occupancy for a period of more than thirty (30) consecutive days, or sixty (60) or more total days in any calendar year.

4. **NOISE:**

- a. Any architectural changes within the Unit must be submitted to the Board of Directors in writing for approval before any work begins.
- b. Unless the Board of Directors has provided prior written approval, no floor covering other

than carpeting may be installed in the Units. However, the same type of flooring as installed by the Developer in the kitchen and bathroom may be used. Any replacement of carpeting or floor coverings in the kitchen or bathroom must include materials designed to reduce noise and sound, ensuring the flooring is adequately soundproofed.

- c. Radio, televisions, and other instruments which may create noise should be turned down to a minimum volume between the hours of 11:00 p.m. and 10:00 a.m. All unnecessary noises audible to other residents resulting in a disturbance during the established "quiet hours" set forth in these Rules and Regulations.
- d. No activity of any Resident, their family member or guest shall be a nuisance or interfere with any other Resident's quiet enjoyment of their Unit.
- e. After approval by the Association, all repairs to the Unit that make noise that can be heard outside of the Unit shall only be permitted Monday through Friday between 9:00 a.m. to 5:00 p.m. No repairs are permitted on Saturday or Sunday, unless in the case of an emergency. No chemical runoff shall be permitted during the process of repairing or maintaining a vehicle. All necessary precautions must be taken to prevent any hazardous substances, including oils or other chemicals, from draining onto any surfaces.

5. RESTRICTION ON USE:

- a. The exterior of the Condominium and all areas appurtenant to a Condominium Unit or the Unit's limited Common Elements shall not be painted, decorated, or modified by any person in any manner without the prior written consent of the Board of Directors which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board.
- b. All stairways, corridors, and halls must be kept open and shall not be obstructed in any manner.
- c. Rugs or mats may be placed only inside of the Unit. Rugs or mats may not be placed in corridors or on walkways, without written consent of the Board of Directors.
- d. No sign, notice or advertisement shall be inscribed or exposed on or any window or any part of the Condominium, including "For Sale" or For Rent/Lease" signs without written permission of the Board of Directors nor shall anything be projected out of any window, balcony or door in the Condominium.
- e. 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 in writing by the Association/Board of Directors, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board.

- f. No windows may be covered by plywood or aluminum paper foil.
- g. Drapes or curtains visible from the exterior of the Condominium shall have white or off-white black out type liners used, as shall have been approved in writing by the Board of Directors, which may be withheld on purely aesthetic grounds within the sole discretion of the Board.
- h. No radio or television aerial or antenna or awning or shutter shall be attached to, or hung from, the exterior of the Condominium or the roofs thereon. No satellite dishes are permitted without written approval of the Board.
- i. Hanging, cleaning, beating and cleaning mops, garments, rugs, or the like from or on the windows, balconies, patios, terraces, or facades of the Condominium, or in hallways and stairways or other Condominium areas of a similar nature, is prohibited. No clothes, towels, bedding linen, etc. May be left out to dry on the exterior of the Unit. No mops, brooms or others cleaning equipment may be hung or stored on the exterior of a Unit or about the Common Elements. No objects shall be hung from balconies, patios, terrace, or windowsills.
- j. No bars or ornamental iron may be placed on doors, windows, or the exterior of your Unit without the written consent of the Board of Directors. The Board may place such conditions on their approval as the Board, in their sole discretion, may require.
- k. All windows treatments must be on the interior of the Unit and, to the extent the Board determines, in its sole discretion, that the treatment must be removed, it must be removed.
- l. No screens, shades, curtains, blinds etc., can be installed on the exterior of the Unit.
- m. No changes to, or painting of, the entrance door without the written approval of the Board of Directors. Interior screen doors may be added with the written permission of the Board of Directors.
- n. No patio furniture or plants can be placed in the Common Elements.
- o. No gas/propane, wood or charcoal burning barbecue grills shall be used on a patio or balcony of Unit.
- p. No clothesline of any type may be erected or placed on the Condominium. No nets can be installed or placed on patios or balconies.
- q. Residents, their family members or guests shall not mark, damage, destroy, deface, or engrave any part of the Condominium. Unit owners shall be personally financially responsible for all costs of repairs or replacement of any such damage.

- r. Plants, Pots, receptacles, and other movable objects must be kept, placed or maintained on ledges of windows, terraces or balconies.
- s. Residents shall not throw cigars, cigarettes, or any other object from balconies, doors, patios, windows, or terrace.
- t. No water or harsh chemicals including detergents, soap, bleach, Lysol, cleaning agents and the like can run off the balcony when cleaning (or at any time whatsoever) any balcony.
- u. No balconies or terraces may be enclosed with windows.
- v. Residents shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season.
- w. Playing in the Condominium is prohibited. Temporary or permanent placement of basketball poles and nets, or other play and/or sports equipment, on the Condominium assigned parking spaces or on guest parking spaces, or on private property at the front or rear of the Units, is prohibited.
- x. Unit numbers must be displayed only on the front door to the Unit. Unit numbers shall not be mixed or attached to adjacent walls.

6. CHILDREN:

- a. Children shall not play in any of the hallways, parking areas, stairways, walkways, or elevators.
- b. Bicycles, motorcycles, toys, stroller shoes, boots, etc. may not be stored on walkways, entryways, landings, hallways and elsewhere upon the Condominium.
- c. Children must be supervised when playing in the Condominium.
- d. Children should not interfere with the quiet enjoyment of the Condominium by the other Residents their family members or guests.

7. GARBAGE/RUBBISH DISPOSAL: All garbage and refuse from the Residents shall be deposited with care in garbage containers intended for such purpose at such time and in such manner as the Board of Directors shall direct. All disposals shall be used in accordance with the following instruction (failure to do so will subject the violator to a fine up to \$100.00 per day of continuing violation, \$1,000 aggregate)

- a. All garbage shall be secured in tied bags.

- b. All items too large to put into the trash container must be placed directly into dumpster.
- c. No garbage/rubbish, such as furniture, appliances, mattresses, electrical or electronic equipment too large for the dumpster may be left in the garbage rooms, the cost of removal of such items will be the financial responsibility of the Unit owner.
- d. No garbage may be left outside of a Unit's door for disposal at a later time.
- e. Recyclable items include plastic, aluminum cans and glass. No cartons, paper, newspaper, hanger etc., may be placed in the recycling containers.

8. ELEVATORS:

- a. Residents will be liable for all damage to elevators and hallways due to the moving of furniture and property by the Resident living in the Unit. If the Unit is leased or rented, the Unit owner shall be jointly and severally liable with their lessee and occupants for all fines and costs.
- b. All dogs shall be kept on a short leash when on the elevator. The Resident must stand with the dog at the back of the elevator to avoid conflicts with any other dog that may enter the elevator.

9. EMERGENCY ENTRY:

- a. In case of any emergency originating in or threatening any Unit, regardless of whether the Resident is present at the time of such emergency, the Board of Directors or any other person authorized by the Board shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and to facilitate entry in the event of any such emergency. To the extent the Owner is not available to permit entry, any such charges in connection with entry will be charged to the Owner (i.e. locksmith, etc.).

10. BICYCLES:

- a. Bicycles are required to be registered with the Apex at Park Central Neighborhood Association, Inc (the "Neighborhood Association") in order to be placed/stored in the bike racks along the Condominium. Bicycles must be properly secured/chained and in maintained condition.
- b. Unregistered bicycles or bicycles in disrepair shall not be stored/kept in the Condominium bike racks.
- c. Failure to comply may result in removal and disposal/donation of these bikes.

11. PLUMBING:

- a. Plumbing shall not be used for any purpose other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins, or other foreign substances shall be thrown therein.
- b. Grease and other foreign substances shall not be poured down drains. The costs of repairing any damage resulting from misuse of same shall be the financial responsibility of the Unit owner.

12. ROOFS:

- a. Residents, their families, and guests are not permitted on the roofs for any purpose whatsoever.
- b. Any air conditioning or other technician needing roof access must contact the management company prior to attempting access.
- c. All technicians must provide a contractor's license and proof of insurance. Access will be limited to such hours and times as may be decided by the Board of Directors for repairs.

13. SOLICITATION:

- a. There shall be no solicitation by any person anywhere upon the Condominium for any cause, charity or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

14. EMPLOYEES:

- a. Except as may otherwise be permitted by the Board of Directors, no employee of the Association or property or contractor hired by the Association shall be sent out of the Condominium by any Resident at any time, for any purpose.
- b. No Resident shall direct, supervise or in any manner attempt to assert any control over the employee of the Association or property manager or contractor hired by the Association.
- c. No Resident shall disrupt the work of any employee of the Association or any contractor hired by the Association, including the property manager and their staff, nor shall such Resident ask said employee or contractor or property manager to undertake any work or ask for any favor on behalf of the Resident.

15. HURRICANE PREPARATION:

- a. Each Resident 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 Resident's absence in the event that the Unit should suffer hurricane damage. The designated firm or individual shall be registered with the Association and such designated firm or individual shall contact the Association for permission to install or remove hurricane shutters. If permission is given by the Association/Board 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. To the extent there are not hurricane-impact windows, storm shutters shall be installed during hurricane "watch" and hurricane "warning" situations.

16. WATER BEDS:

- a. No water beds are to be utilized in brought into the Units for any purpose whatsoever.

17. GUESTS:

- a. All Residents shall notify the Association, upon at least ten (10) days prior written notice, of the arrival and departure dates of guests to obtain permission to occupy the Unit with or in the absence of a Resident. The Association, in its reasonable discretion, may limit the number of guests who may reside in a Unit at any one time.

18. SERVICE PROVIDER ACCESS TO UNITS:

- a. All Residents shall permit employees or providers of the Association that are required to provide service or repairs, if any, to enter the Units, during normal business hours to perform their respective services, except for emergencies.

19. PETS:

- a. No animals of any kind, other than tropical fish, shall be kept or harbored in the Unit without Association approval.
- b. All pets must be registered with the Neighborhood Association, and a non-refundable registration fee must be paid.
- c. No pets exceeding 50 pounds in weight are permitted. Excluding tropical fish, no more than 2 cats or 2 dogs can be in a Unit. Any pets currently living in a Unit that exceed 50 pounds will be permitted to remain provided the pet is immediately registered with the Association within 30 days of the date of adoption of these rules.

- d. Dogs must be on a leash when outside of the Unit. Cats are not permitted to be outside of the Unit unless in an animal carrier, held or leashed. No unattended pets are allowed on the balconies or in the Condominium.
- e. Birds are permitted only inside a Unit and are not permitted to be placed on balcony or patios or anywhere upon the Condominium.
- f. No pets identified or listed in Title 68 of the Florida Administrative Code may be kept as pets except those animals listed in section 68A-6.0022(2), which may be permitted upon written approval of the Board of Directors.
- g. Pets must be controlled and stopped from making loud continuous noises or otherwise being a nuisance.
- h. Pets will only be permitted provided the pet does not disturb or annoy other residents. The Board of Directors, in their sole discretion, may order the removal of any pet deemed to be a nuisance.
- i. Dogs and cats must be walked only in those areas designated by the Association. Residents keeping pets will be responsible for picking-up and properly disposing of all animal excrement on the Common Elements and abide by municipal sanitary regulations and will be responsible for any inconvenience or damage caused by pets. Residents must pick-up the excrement of their pets and dispose of the excrement in a sealed plastic bag.
- j. No animals, livestock or poultry of any kind shall be raised, bred, brought into, or kept on or within any Unit or common area within the Condominium, for any reason.
- k. Pets, as permitted by the Declaration, may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- l. No pets, other than service or emotional support animals that are registered with the Association, are permitted in the Condominium.
- m. No pet may be groomed by a professional mobile grooming service at the Condominium unless the professional mobile grooming service uses their own electricity and water. To the extent there is any professional grooming, a certificate of insurance must be provided and the vendor must ensure proper disposal of all waste outside the Condominium premises.
- n. Sliding glass doors shall not be left open to allow pets to have unsupervised access to the balcony.

20. PROHIBITED ACTS BY OWNERS INCLUDE BUT ARE NOT LIMITED TO: Residents shall not take or cause to be taken within their Units or elsewhere on the Condominium property any action which would:

- a. Jeopardize the soundness or safety of any part of the Condominium or impair any easement or right appurtenant thereto or affect the Common Elements.
- b. Increase the rate of fire insurance on their Unit or on the Condominium as whole;
- c. Project wiring for electrical or telephone installation, television antenna, machines, air conditioning Units, or the like on the exterior of the Condominium or project which protrude through the walls, or the roof of the projects as authorized by the Association.
- d. If omitted affects any Common Elements, any portion of the property belonging to other owners, or the Condominium as a whole. Each Unit owner will be responsible for all damages and liabilities that any failure or repair of their Unit may cause.

21. COMPLIANCE WITH THE LAW:

- a. No immoral, improper, offensive, or unlawful use will be made of Condominium or any part thereof, or in any Unit, and each Resident will, at his or her own expense, comply with all city, state, and federal laws, statutes, ordinances, regulations, order, or requirements affecting his or her Unit.

22. DISCHARGE OF FIREARMS:

- a. Discharge of all guns, including but not limited to handguns, shotguns, rifles, paint-ball guns, BB or pellet guns, gelt pellets, etc. is prohibited within the Units or anywhere within, upon, or across the Condominium property.

23. NUISANCES: No noxious or offensive activity shall be carried on upon the Condominium or on or about any Unit, which may be or may become an annoyance or nuisance to any Resident. This includes but is not limited to:

- a. Loitering about the Condominium; the playing of loud music with the refusal to lower the sound; continuous loud talking or arguing; cursing or other disorderly behavior.
- b. Excessive and/or prolonged dog barking, whether the dog is inside or outside the Unit.
- c. Excessive and/or constant prolonged loud chirping, singing, squeaking, or squealing of birds.

- d. Excessively and/or constant prolonged loud talking on phones or cellphone or other electronic devices on the balcony, patio, and stairways.
- e. Loud music and noise from parties or gathering on balconies/patios, particularly after between the hours of 11:00 p.m. and 10:00 a.m.
- f. Accosting, harassing or threatening members of the Board of Directors, Management or Employees of the Association, or other residents, guests, vendors, and invitees.
- g. Appearing at the residence of a member of Board of Directors at their residence without a prior appointment.

26. COMMON ELEMENTS:

The Common Elements and Limited Common Elements shall be used only for the purpose of which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners/Residents and their guests.

The parties acknowledge that have read and executed these Rules and Regulations on the day and year following their signature:

Owner(s):

Tenant(s):

_____[Signature]

_____[Signature]

_____[Signature]

_____[Signature]

Executed on _____, 20 ____.