

The Villas at University Square Condominium Association Rules & Regulations

Under the Condominium Documents, The Villas at University Square Condominium Association Board of Directors is responsible to establish and enforce *Rules and Regulations*, and unit owners are responsible to see that the *Rules and Regulations* are observed by their families, guests, invitees, lessees and other persons over whom they exercise control and supervision. These *Rules* are binding upon all unit owners, and may be modified, added to or repealed at any time by the Board of Directors. *Failure to comply with any of the following rules and regulations may result in monetary fines and/or legal action.*

USE AND BASIC RESPONSIBILITIES

1. The condominium shall be used as a single-family residence only
2. The common areas and common elements shall be used in such a manner as to respect the rights of other unit owners. The tennis courts are controlled by regulations and its use is limited to the hours between 8:00 A.M. and 11:00 P.M. The tennis courts shall not be used outside of the aforementioned hours without the express written consent of the Association's Board of Directors.
3. No separate part of any unit may be rented, and no trade, business, profession or other type of commercial activity may be conducted in or from any unit.
4. A unit may not be divided or subdivided for purposes of sale or lease.
5. A resident may not make any use of a unit that violates law, ordinance, or regulation of any governmental body having jurisdiction thereof.
6. A resident may not permit anything to be done or kept in his unit that will increase the insurance rates on the unit, the common elements, or any portion of the condominium, or that will obstruct or interfere with the rights of residents.
7. No resident may make repairs to plumbing or electrical wiring within a unit except by property licensed plumber or electrician. Plumbing or electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit, Forty-eight (48) hours notice must be given to the Management Company prior to turning off water for any non-emergency repairs.

8. The interior of a unit may not be altered in any manner that would affect the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems, or any common or limited common elements without prior written consent of the Association.
9. A resident shall allow the Board of Directors, or agents and employees of the Association to enter the unit for the purpose of maintenance, inspection, repair, replacement of improvements within the unit or common elements, or in case of emergency threatening units or the common elements, or to determine compliance with the provisions of the condominium documents or *Rules and Regulations*. Except in the case of emergency, entry will be made after prearrangement with the resident of unit owner.
10. A resident shall maintain in a clean and sanitary manner and repair, the unit and all interior surfaces within or surrounding the unit, including such surfaces as walls, ceilings and floors, whether or not they are part of the unit or common elements, and maintain and repair the fixtures therein, and pay for an utilities which are separately metered to the unit.
11. A resident shall abide by any regulations regarding children as may be established from time to time by the Association.
12. No resident or unit owner shall direct, supervise, or in any manner attempt to assert control over the employees or contractors of the management firm or the Association.
13. In addition to the rules stated above, the restrictions appearing in Article 13 of the Association's Declaration of Condominium shall be effective as regulations governing the use of condominium units and of the Condominium property.
14. No cooking or barbequing shall be permitted on balconies or common elements.
15. No disturbing noises are permitted, whether made by the owner, family member, friends, guests, servants or pets that interfere with the rights, comforts or convenience of other owners. No loud music, play of musical instruments, radio or television set shall be played at such levels as to cause a nuisance or interfere with the use rights and peaceful enjoyment of other owners and their use shall be prohibited during the hours of 11:00 P.M. and 8:00 A.M. if the same shall disturb or annoy other owners or occupants.

SAFETY

1. The parking areas, sidewalks, entrances, passages, streets and all common and limited common elements may not be obstructed or encumbered or at

any time used for any purpose other than for parking or ingress and egress to and from the premises, nor shall any carriages, plants, bicycles, tricycles, scooters, roller skates, skateboards, shopping carts, wagons, toys, benches, chairs, tables or other objects of the similar nature be stored in such areas.

- A. The parking of inoperative automobiles, boats, recreational vehicles, trailers, commercial vehicles or trucks is strictly prohibited and will not be allowed.
2. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them of the Rules and Regulations and all other Rules and Regulations of the Association. Playing shall not be permitted in the parking areas. Loud noises will not be tolerated.
3. All personal property of residents shall be stored within the condominium unit or in specific storage areas as may be provided by the Association, in accordance with rules governing those storage areas.
4. No garbage cans, trash, supplies, milk bottles or other articles may be placed on balconies, nor may any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles be shaken or hung from any window, door, balcony, or exposed on any part of the common or limited common elements.
5. The common and limited common elements shall be kept free and clear of rubbish, debris and other unsightly material.
6. A resident shall not allow anything to fall from a window, door or balcony, nor throw from the premises any dirt or other substances into corridors, halls or balconies, or elsewhere in the building or on the ground.
7. No flammable, combustible or explosive fluid, chemical or substance shall be kept in a unit or on common or limited common elements, except as are required for normal housekeeping use.
8. No cooking shall be permitted on any terrace, balcony, common or limited common area, except in such areas as may be designated by the Board of Directors.

SECURITY

1. Security problems, including trespassers and suspicious persons or vehicles, and acts of vandalism, should be reported immediately to Metro Police at 305-595-6263 as well as the Property Management Office at 786-888-8666.

2. Solicitors are not permitted on the condominium property at any time, except by individual appointment with residents.

TRASH

1. Trash and garbage shall be well secured in bags and deposited only in appropriate trash containers.
2. All rubbish, refuse, garbage and trash shall be placed in appropriate containers.
3. Garbage and recycling containers shall be kept inside the unit's backyard at all times except during garbage pickup dates (Tuesdays and Fridays).

ARCHITECTURAL CONTROL

1. The following shall not be altered, modified, changed, repaired, replaced, decorated, removed, added to, extended, enclosed or painted without prior written consent of the Association and the mortgagee: Common elements, limited common elements, any outside or exterior portion of the building or condominium unit, or other exterior areas appurtenant to the condominium unit, including, but not limited to, balconies, patios, terraces, parking areas, balcony walls, ceilings, railings and doors.
2. The following shall not be installed, erected, attached to, constructed, exhibited or displayed on the common elements, limited common elements, or on any outside or exterior portion of the building, condominium unit, or other exterior areas appurtenant to the condominium unit: Awnings, patio covers, shades, fences, gutters, canopies, window guards, жалousies, storm or hurricane shutters, radio or television or citizen band radio broadcasting or receiving devices, aerials or antennas, landscaping features (including trees, shrubs or other plants), ventilators, fans, air conditioning or dehumidifying devices, decorative or security bars or gates. Uniform screens and hurricane shutters may be installed with the **prior** approval of the Board of Directors.
3. The following shall not be hung, exhibited, displayed, painted, inscribed or affixed in, on or upon the exterior of a unit, including windows and/or sliding glass doors, in such a manner as to be visible from the outside of the unit, without prior written consent of the Association: Signs (including "For Sale" and "For Rent" signs), notices, and advertisements, decorations, laundry, garments, towels or other objects, except for draperies, blinds, shades or other suitable window coverings.
4. A Unit Owner may identify his or her unit with a name plat of type and size approved by the Association. No signs may be displayed except "for sale" or "for rent" signs when approved, in writing, by the Association.

PARKING

1. Parking areas are solely for non-commercial automobiles with a current passenger vehicle registration and a valid license plate with decal. Authorization by the Board of Directors shall be obtained prior to parking company-owned vehicles provided for employee use or any other vehicles displaying advertizing or company logo on Condominium property. The Association retains the right to have vehicles improperly or illegally parked, or vehicles parked in undesignated areas, including, but not limited to, access areas to sidewalks, access areas to dumpsters and all grassy portions of the Condominium property, towed away at owner's expense.
2. Storage, either permanently or temporarily of any automobile, motorcycle, motorbike, moped, recreation vehicle, motor driven cycle, and any and all other forms of gasoline or propane powered vehicles, on a terrace or patio is prohibited.
3. A vehicle which cannot operate on its own power which has no license plate or an expired license plate or inspection sticker shall not remain on the Condominium Property, and no repair of vehicles shall be made on the Condominium Property at any time.
4. Parking of boats, recreational vehicles, utility vehicles, trailers, commercial vehicles, motorcycles or trucks is strictly prohibited.
5. A unit owner shall not lease or assign his assigned parking space except in conjunction with the sale or lease of the unit.
6. A unit owner or resident shall not wash or cause to be washed their vehicle in the parking area or driveways.

HURRICANE PREPARATION

1. Each unit owner or resident who plans to be absent from the unit during hurricane season must prepare their unit prior to departure by:
 - (a) removing all furniture, plants and other objects from the terrace and/or patio area
 - (b) designation a responsible firm or individual to care for the unit should the unit suffer hurricane damage, and
 - (c) notify the Property Management Office of the name and phone number of such firm or individual.
2. Hurricane or storm shutters may not be installed without prior consent of the Association.

3. Hurricane or storm shutters must not be deployed except during hurricane storm watches or warnings and are to be removed within seventy-two (72) hours of the storm passing.

PETS

1. No resident may keep a dog or cat on the condominium property, except with the prior written consent of the Association and in accordance with Rules and Regulations as may be adopted from time to time by the Association.
2. In the event a resident is permitted by the Association to maintain a pet in a unit, such resident, in addition to such Rules and Regulations as may be adopted by the Association, will be subject to the following restrictions:
 - a. The dog or cat shall not exceed thirty-five (35) pounds in weight at maturity.
 - b. The pet will not be allowed out of the unit or building unless it is in custody of the owner and on a leash not to exceed six (6) feet in length.
 - c. The pet is to be walked off the premises of the building and curbed in the street gutter.
 - d. The unit owner shall be liable for any damage to the building, grounds, flooring, wall, trims, finish, tiles, carpeting, stairs, etc., caused by the pet, and the unit owner is responsible to pay all costs involved in restoring any damage to any part of the condominium property.
 - e. The unit owner shall be financially responsible for any personal injury or property damage caused to any other unit owner, occupant, guest or employee of the building or to any member of the public, by the pet.
 - f. The resident at their expense shall put the pet out to board should it be necessary because of any noise, barking, or damage to the building and/or grounds or any reasonable complaints from other residents.
 - g. No pet or other animal may be kept by any resident on any part of the condominium property which constitutes a nuisance and which unreasonably interferes with the quiet enjoyment of the premises by other residents.
 - h. Small domestic birds or fish may be kept in the apartment units.

- i. **No pets or animals may be fed outside of any unit, or on Association Property-No exceptions.**
- j. Pet rules are strictly enforced.
- k. Failure to abide by these rules may result in monetary fines and/or legal action.

SALE AND LEASE

- 1. A condominium unit shall not be sold, transferred, leased or rented without prior personal screening and written consent of the Association. The Association requires thirty (30) days for the approval process.
- 2. The Association shall not be obligated to approve or consent to the sale, transfer, rental or leasing of a unit where assessments pertaining to such unit are delinquent or where the unit owner is in violation of the Rules and Regulations of the Association or Declaration of Condominiums.
- 3. Should a unit owner wish to sell, transfer, lease or rent their unit, they shall, before accepting any offer to sell, transfer, lease or rent in the unit, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer received and wishes to accept, the name and address of the person(s) to whom the proposed sale, transfer, lease or rental is to be made, and such other information as may be required by the Board of Directors.
- 4. No unit owner may enter into a lease agreement for a unit for less than one (1) year.
- 5. Upon the sale or transfer of a unit pursuant to the approval of the Association, the purchaser shall, within thirty(30) business days of such transfer, provide the Association with a copy of the recorded warranty deed and closing statement.
- 6. In the event that an owner leases his unit without compliance with the procedures contained in the Declaration of the By-Laws, or the Rules and Regulations of the Association, or in the event that a tenant violates any provisions contained in such documents of the Associations and the condominium, the Association, in its sole discretion and on behalf of the unit owner is authorized to take legal action to remove the tenant from the condominium unit and the condominium property and/or the Association may take any permitted action against the unit owner or his tenant. In any such event, the Association will be entitled to collect from the unit owner all costs and expenses, including, without limitation, legal fees and costs (regardless of whether litigation is instituted) incurred by the Association.

BURGLAR ALARMS

1. Installation of a burglar alarm system may be permitted with prior written consent of the Board of Directors, providing the exterior portion of the system blends with the architectural design and décor of the community, and the installation of alarm boxes and/or horns is as inconspicuous as possible.
2. The Property Management Office must be advised of the name and phone number(s) of local persons who will be available to turn the alarm off should it begin ringing.
3. In the event no local contact person is available, the Property Management Office will make whatever arrangements are necessary in order to silence the alarm.

MAINTENANCE ASSESSMENTS

1. Maintenance fees are due on the first day of each month, Payments not received by 5:00 PM on the fifth day of the month will incur a late charge. If the fifth falls on a weekend or a holiday, payments must be received by 5:00PM on the regular business day preceding the fifth.
2. Payment should be by personal check, cashier's check or money order and should be payable to: The Villas at University Square Condominium Association. The account number and unit number must appear on the face of the check or money order.
3. When payment coupons are available, payment should be mailed with corresponding coupons to the Association at the address supplied in payment instruction which accompany the coupons.
4. Receipts will not be issued for maintenance fee payments, as the cancelled check will be considered the receipt.
5. Inquiries regarding the status of an account must be made in writing, with reference to the account number, and mailed to the Association.

COMPLIANCE

Every owner and occupant shall comply with these Rules and Regulations as set forth herein, and any and all rules and regulations, which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation 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. The Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. 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 a unit owner for failure of any owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein, or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

1. Notice: The Association shall notify the Owner or occupant in writing of the infraction or infractions. Included in the notice shall be a date and time of next Fine Committee meeting, at which time the owner or occupant may present reasons why penalties should not be imposed. At such meeting, the owner or occupant shall be entitled to be represented by counsel (at his/her expense) and cross-examine and present witnesses and other testimony or evidence.
2. Hearing: The non-compliance shall be presented to the Fine Committee, after which the Fine Committee may hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Fine Committee shall be submitted to the owner or occupant by no later than twenty-one (21) days after the Committee's meeting.
3. Penalties: The Board of Directors may impose a fine in accordance with the provisions of the Declaration and the Condominium Act (Chapter 718, Florida Statutes).
4. Payment of Penalties: Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment of the penalties.
5. Collection of Fines: Unpaid fines will be collected in the same manner unpaid maintenance fees are collected.
6. Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.
7. Non-Exclusive Remedy: These fines shall not be constructed 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 paid by the offending owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.

These Rules and Regulations shall not apply to Institutional First Mortgagees, nor to the Units owned by such Mortgagees. All of these Rules and Regulations shall apply, however, to all other owners and occupant, even if not specifically so stated in portions hereof.

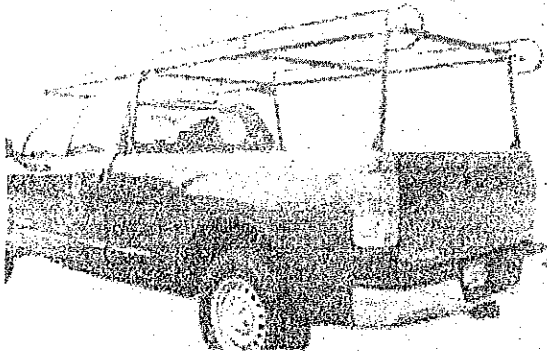
These rules shall replace and/or supplement all previous Rules and Regulations of the Association.

I have read, understand and agree to abide by these Rules and Regulations, a copy of which I have received.

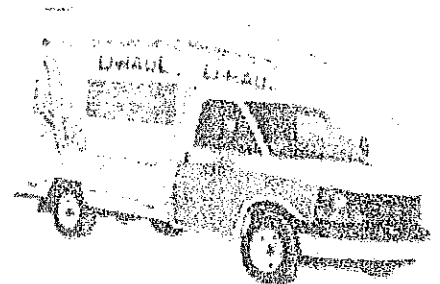
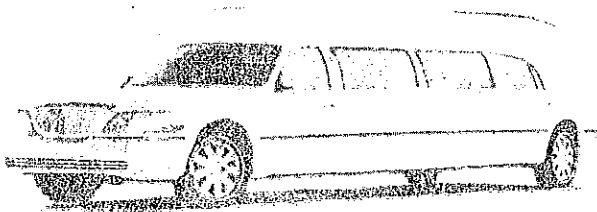
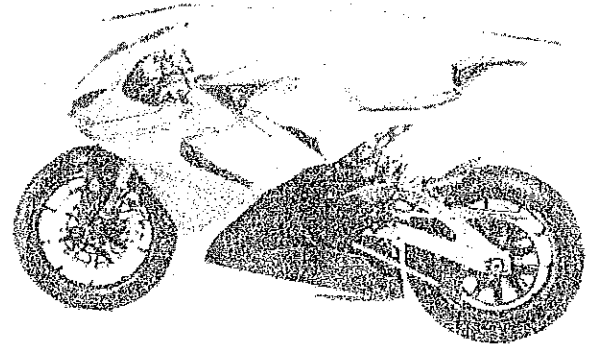
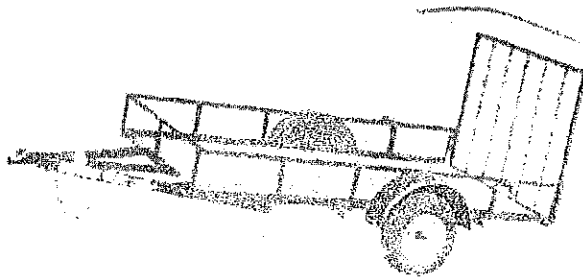
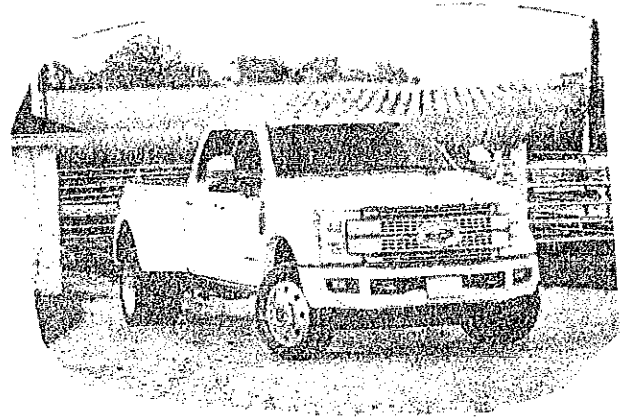
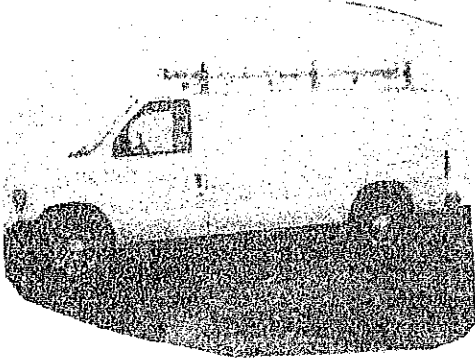
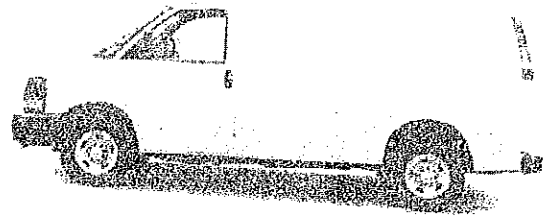
Unit #: _____

Signed: _____

NOT ALLOWED



PICKUP RACKS



Villas AT University Square