

Villagio at Palmetto Bay

Rules and Regulations

1. A Unit may only be used for a single-family residential purpose. No Unit may be partitioned or subdivided, except in accordance with the provisions of the Declaration of Condominium.
2. The number of people occupying a Unit shall not exceed the following:
 - a. 1 Bedroom Unit: 2 adults, 2 children
 - b. 2 Bedroom Unit: 4 adults, 2 children
3. Only owners may have a pet of any kind. No renter may have a pet. No pet or animal shall be maintained or harbored within a Unit that would create a nuisance to any Unit. No animal or bird shall be allowed to make an unreasonable amount of noise that would constitute a nuisance. A determination by the Board of Directors that a pet or animal is creating a nuisance shall be conclusive and binding to all parties.
4. No more than two (2) dogs or two (2) cats or other usual and ordinary domestic animal may be maintained in a Unit. These pets must weigh no more than 25 pounds. Any occupant who keeps or maintains any pet(s) upon the Condominium Property shall be deemed to have indemnified and agreed to hold the Condominium Association, its directors, officers and agents, and the Declarant free and harmless from any loss, claim or liability of any kind of character, whatever arising by reason of keeping or maintaining such pet within the Condominium Property. The decision of the Board of Directors, as to the removal of any pet or animal shall be conclusive and binding to all parties.
5. Pets may not be walked in the interior courtyard (pool area) or inside the gated area in the front (east façade). Dogs must be leashed at all times. Excrement must be picked up and disposed of properly.
6. A Unit Owner shall be liable for any soiling or damage to the building, grounds, walls, stairs, etc., caused by the Unit Owner or Occupant's pet. The Unit Owner agrees to pay all costs involved in cleaning or restoring any damage caused by their pets.
 - a. Unit Owners shall be financially and legally responsible for any and all damage caused by their pet.
 - b. The Unit Owner or Occupant shall put their pet out to board at their own expense should it be necessary because of any noise, damage or reasonable complaints from other Units.
7. Parking in the parking space is assigned by the number to each Unit. No parking is permitted on the swale or grassy areas. No boats, campers', trucks or trailers shall be parked, stored or left anywhere on the Condominium property. Vehicles without tags or which are unable to operate under their own power must be moved off the Condominium Property after 48 hours. Violation of parking rules may be subject to towing at the owner's expense.

8. No car washing is permitted on the property using community water.
9. No clothes or similar device shall be allowed on any portion of the condominium property. No clothing, rugs or mops shall be hung upon, or shaken from windows, doors or balconies. Owners shall remove all loose objects and movable objects, including furniture, from the balconies and prepare their Units properly if they will not be in residence during the hurricane season. References to balconies shall include terraces or patio areas.
10. There shall be no marking marring, damaging, destroying or defacing of any part of the condominium property including but not limited to walls, doors, locks and laundry equipment. The Unit Owner will be held responsible for, and shall bear any expenses for such damage, caused by the Owner, guest, family member or lessee.
11. Unit Owners shall not throw cigars or cigarettes onto Condominium property.
12. Unit Owners shall be responsible for and bear the expense for any damage to the Common Areas caused by moving into or removing from their Unit any housed furnishings or other objects.
13. The dumpsters are to be used for ordinary household trash disposal only. Appliances, furniture, mattresses and any item larger than the dumpster are to be disposed of by the resident at the County Dump. Unit Owners will be fined and charged for the removal of prohibited items. No garbage is to be left in the hallways for any period of time.
14. All occupants shall exercise care about making noise and using musical instruments, radios, televisions and amplifiers that may disturb or annoy occupants of other Units.
15. Anyone using the pool does so at their own risk. All children under 12 years of age must be accompanied by a responsible adult. No food, glass or pets are permitted inside the pool area.
16. No excessive noise will be tolerated in the pool area after 11:00pm or before 8:00am
17. Barbeque Grills, gas or otherwise, are prohibited on the balconies, terraces, patios or within 10 feet of an overhang.
18. Satellite dishes and antennas of any kind are prohibited on the Condominium Property including, but not limited to balconies and walls. The Condominium Association has negotiated an exclusive contract with a Satellite Provider which restricts the Unit Owners and/or tenants from contracting with an alternate Provider.

19. No signs, pictures, banners posters or other objects of any nature shall be displayed from, affixed to or painted upon a Unit or Common Area. The only exceptions are the United States Flag, wind chimes and any common adornment used customarily during the holiday season.
20. Only approved Hurricane Protection devices, commonly called shutters, may be installed on the outside of a Unit. Please file, for approval, the appropriate forms with the Management Office. At no time may plywood be affixed to the building.
21. The sidewalks, entrances, passages, vestibules, patios, courts, halls and like portions of the Common Elements shall not be obstructed nor used for any purpose other than ingress and egress to and from the Condominium Property. Cats, bicycles, carriages, chairs, tables and any other similar objects shall not be stored on the Common Elements.
22. The Board of Directors shall be solely responsible for directing and supervising employees of the Association and Management Company.
23. The Association may retain a pass key to all Units. No Owner shall alter any lock nor install a new lock without prior notice to the Board of Directors and/or Management Company. The Association and its agents shall have access to all Units for the purposes described in the Declaration. Except in case of emergency, the Association will attempt to notify each Owner in advance of any entry to a Unit.
24. No window air conditioning units may be installed in a Unit.
25. No floor covering shall be installed in second floor units, but for replacement of the existing coverings as currently installed. This specifically prohibits changing the bedroom carpeting to any other flooring product. The soundproof nature of carpeting is the only approved flooring for all second story bedroom areas.
26. No one is permitted on the roof for any purpose, except as permitted by the Declaration.
27. No Occupant shall allow the corridor entrance door to the Unit to remain open for any purpose other than for immediate ingress or egress. No mat may be placed outside the unit door.
28. Any change to the appearance of the outside structure must be approved by the Board of Directors.
29. Those Unit Owners who violate these rules shall be responsible for all costs incurred by the Association, including court costs and a reasonable attorney's fee, in rectifying the non-

compliance. These costs shall also include the removal of all the articles, vehicles and substances from the Condominium Property which were placed thereon in violation of these rules. All violations contained in this document are also subject to the levy of a fine. No fine, cost, charge or attorneys' fees shall be incurred by any Unit Owner without the Accused Unit Owner having been afforded in the rights and benefits hereinafter set forth.

30. The Board hereby establishes the Condo Violations Committee (CVC) which shall consist of volunteer Owners appointed by the Board. The CVC shall conduct the violation hearings and receive all documents and testimony by the alleged violator of these rules and regulations and recommended an appropriate fine or penalty to the Board of Directors who will make all final determinations.
31. Every Owner and Occupant shall comply with these Rules and Regulations, and any and all rules and regulations which from time to time may be adopted, the provisions of the Declaration, By-Laws and Articles of Incorporation, 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. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner, Occupant, family, guest or invitee, to comply with any of these Rules and Regulations, the Declaration, or By-Laws, provided the following procedures are adhered to:
- a. Notice: The Association shall provide reasonable notice and opportunity for a hearing in front of the CVC Committee before any fine against the Unit Owner or its occupant is levied. The Party, against whom a fine is sought to be levied, shall be afforded an opportunity for a hearing after reasonable notice of not less than 14 days. Said notice shall include:
 - I. A statement of the date, time and place of the hearing;
 - II. A statement of the provisions of the Declaration, By-Laws, or Rules which have been allegedly violated; and
 - III. A short and plain statement of the matters asserted by the Association.
 - IV.
 - b. Hearing: The non-compliance shall be presented to a committee of other Owners (CVC), who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to the present evidence, and to provide written an 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 Committee. The recommendation of the CVC shall be submitted to the Board of Directors whom shall have the final determination. A written decision of the Board of Directors shall be submitted to the Owner or Occupant by not later than 21 days after the meeting.
 - c. Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by the law from time to time. No fine will become lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied

on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. The hearing must be held before a committee of other Unit Owners (CVC Committee). The provisions of this subsection do not apply to unoccupied Units.

- d. Violations: Each separate incident which grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
 - e. Payment of Penalties: Fines shall be paid no later than 30 days after notice of the imposition or levy of the penalties.
 - f. Application of Penalties: All monies received from the fines shall be allocated as directed by The Board of Directors with acknowledgment that every effort shall be made to use the fine towards any violation that caused damage to the property to prevent a burden/assessment on other property owners.
 - g. 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; 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.
 - h. Disputes: To the extent required by law, any disputes among Owners or among the Board of Directors and Owners or among any other parties involved in the operation of the Condominium shall be resolved by non-binding arbitration in accordance with the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation.
32. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from the specific Rules and Regulations upon written request and good cause shown in the sole opinion of the Board, provided that if said relief will affect other owner, the other owners shall be provided prior notice and an opportunity to respond to said relief.