

RULES & REGULATIONS

A. Reporting

Violations should be reported to the Board or the officer of the Association.

i) Notice

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

ii) Disputes

Disagreement concerning violations will be presented to and be judged by the Board or the appropriate committee (if any), who will take appropriate action.

iii) Compliance

Unit Owners are responsible for compliance by their tenants, guest, family members, employees, agents, visitors with these Rules and Regulations.

B. Facilities

The Common Elements and Shared Facilities shall be maintained and administered by the Association for use and benefit of the Unit Owners of the Condominium.

C. Children

Children may not be left unsupervised when playing on the Condominium Property.

D. Cleanliness

All garbage shall be deposited in the trash chutes intended for such purpose.

E. Access to Units

It shall be the responsibility of all Unit Owners to deliver a set of keys (or access card or code, as may be applicable) to their respective Units to the Association and the Shared Facilities Unit Owner to use in the performance of its functions.

No Owner shall change the locks to his or her Unit without the prior written consent of the Shared Facilities Unit Owner. The Shared Facilities Unit Owner shall have the right to adopt reasonable regulations from time to time regarding access control and check-in, check-out procedures which shall be applicable to both resort guests and Unit Owners.

F. Emergency Entry

In case of any emergency originating in or threatening any Unit regardless of whether the Unit Owner is present at the time of such emergency, the Board, or any management firm or other person authorize by it, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency.

G. Right of Access to Units

The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements (as applicable) of or any portion of a Unit (as applicable) to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units (as applicable).

H. Maintenance & Repairs

a. Units

All maintenance, repairs and replacements of, in or o any Unit including, without limitation, maintenance, repair, and replacement of windows, window coverings, interior nonstructural walls, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the interior of the Unit lying within the boundaries of the Unit or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

b. Specific Unit Owner Responsibility

The obligation to maintain and repair any air conditioning equipment, plumbing, or electrical fixtures or other items of property which service a particular Unit and not any other Unit shall be the responsibility of the applicable Unit Owner.

c. Standards for Maintenance

Any and all maintenance obligations must be undertaken in such a manner to assure that the portions being maintained by any Unit Owner are consistent with the standards of any resort operated from within the Shared Facilities Unit (the "Resort") and the other resorts and resorts owned or managed and operated by the operator of the Resort, or its affiliates.

I. Additions, Alterations or Improvements by Unit Owner

a. Consent of the Shared Facilities Unit Owner

No residential Unit Owner or Commercial Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, or his or her Unit, install any signage in or on the Unit, or upon the Common Elements, Association Property or the Shared Components and/or make any addition, alteration or improvement affecting any electrical, mechanical, HVAC, plumbing, life safety, monitoring, information and/or other systems of the building, without prior written consent of the Shared Facilities Unit Owner.

The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Shared Facilities Unit Owner with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

Without limiting the generality of the foregoing, to the extent that the Condominiums has been constructed with post tensioned cables and/or rods, absolutely no penetration shall be made to any floors, roof or ceiling slabs without prior written consent of the Shared Facilities Unit Owner and review of the as-built plans and specifications for the Building confirm the approximate location of the post tensioned cables and/or rods.

b. Life Safety Systems

No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Shared Facilities Unit Owner.

c. Alterations

No residential Unit Owner or Commercial Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, or his or her Unit which, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or the exterior of said Unit, without obtaining the prior written consent of the Association (as to the Common Elements only) or the Shared Facilities Unit Owner (as to all other portions of the Condominium Property).

1. ADA Units

Any unit which is built out for handicap accessibility and/or compliance with applicable disability requirement of City, State or Federal law, must be maintained in that condition and cannot be altered.

2. Curtains

Curtains or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be consistent with the standard adopted from time to time by the Shared Facilities Unit Owner.

3. Flags

Notwithstanding the restrictions on alterations, 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 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

d. Exterior Improvements

No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Shared Facilities Unit Owner.

J. Nuisances

No nuisances (as defined by the Shared Facilities Unit Owner) shall be allowed on the

Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members.

No activity specifically permitted by the Declaration, including, without limitation, activities or businesses conducted from the Shared Facilities Unit, shall be deemed a nuisance. Purchaser shall be deemed to understand and agree that inasmuch as resort operations are intended to be conducted from the Condominium Property, noise and/or other disruptions may occur.

By acquiring a Unit, each Purchaser agrees not to object to the operations of the resort, which may include, noise, disruption and the playing of music outdoors, and hereby agrees to release Developer, Shared Facilities Manager and the Shared Facilities Unit Owner from any and all claims for damages, liabilities and/or losses suffered as a result of the existence of the resort and the operations from same, and the noises and disruptions resulting therefrom.

K. No Improper Uses

No improper, offensive, hazardous or unlawful use, or use which shall cause an increase in the cost of insurance, shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property. No activity specifically permitted by the Declaration shall be deemed to be a violation of this restriction.

L. Leases

It is intended that the Residential Units may be used for transient and/or resort rentals. As such, leasing of Units or portions thereof shall not be subject to the approval of the Association and/or the Shared Facilities Unit Owner and/or any other limitations, other than as expressly provided herein. However, all leasing of Units or portions thereof shall be made in accordance with any applicable zoning designation and/or county and state codes, ordinances and regulations (as same may be modified from time to time).

M. Weight and Sound Restrictions

No hard and/or heavy surface floor coverings, such as tile, marble, wood, terrazzo and the like shall be permitted unless: (i) installed by, or at the direction of, the Developer, or (ii) first approved in writing by the Shared Facilities Unit Owner. The installation of the insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Shared Facilities Unit Owner has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Purchaser acknowledges and agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property and/or from elevators or mechanical equipment and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

N. Mitigation of Dampness and Humidity

No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings, low-permeance paints or mirrored wall coverings. Additionally, any and all built-in casework, furniture, and/or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, no higher than 78°F, to minimize humidity in the Unit. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores.

O. Storage on Balconies/Terraces

No equipment, materials or other items shall be kept or stored on any balcony or terrace area of the Condominium, including but not limited to towels, clothing, bicycles, BBQ's and/or any other open flame cooking device, without the prior written approval of the Shared Facilities Unit Owner.

P. Antennas, Satellite Dishes

To the extent restrictions on the use of antennas and satellite dishes or other transmitting or receiving apparatus are permitted by applicable law, no Owner may install any antenna, satellite dish or other transmitting or receiving apparatus in or upon his or her Unit (and/or areas appurtenant thereto), without the prior written consent of the Shared Facilities Unit Owner.

Q. Occupancy

Each Residential Unit shall be used only in accordance with all applicable county and state codes, ordinances and regulations and the approvals and permits issued for the Improvements, and for no other purpose.

a. Length of Stay Restriction

Condominium hotel rooms may not be occupied by their owner(s) for more than a total of 180 days in any consecutive 12-month period, except for and excluding a room occupied by a resident-manager.

R. Pet Restrictions

Any such pet shall only be allowed to remain in the Unit and on the Condominium Property if such pet (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, (iii) not kept or maintained for commercial purposes or breeding, and (iv) generally, not a nuisance or disturbance to residents of other Units or of other portions of the Condominium Property.

S. Parking

- a. Access into the garage is controlled through our Valet. One parking decal will be issued for any unit owner with a permanent/owned vehicle, not rental vehicles.
- b. All vehicles must be registered with the Association, and must display an Association-issued parking decal. Any vehicles that are parked in the garage that do not display any form of registration/ authorization will be booted and/or towed at the expense of the owner.
- c. Unit Owners are allowed one overnight vehicle while in occupancy of the unit. Only one transponder will be issued per unit. Additional vehicles and visitors must use the valet services.
- d. No temporary parking is allowed at the main drive or the entrance of the garage. This area is strictly used for valet parking operations.
- e. Contact the Management Office for further details.

T. Bicycles

Bicycles must be placed or stored in the designated areas located in the garage.

U. Smoking

No smoking is allowed within the Condominium Property, unless within a designated area.

V. Third Party Service Providers

The Shared Facilities Unit Owner shall have the right, in its sole and absolute discretion, to establish reasonable regulations from time to time with respect to the provisions of resort services by third parties' providers, including but not limited to, solicitation and/or provisions of housekeeping, engineering service, personal services and/or food and beverage services, to the Condominium, the Unit owners and their guest, tenants and invitees,

In that regard, except as approved in writing by the Shared Facilities Unit Owner, there shall be no food or beverage deliveries to an Owner and their guests, tenants and invitees on any portion of the Shared Components from any restaurant or catering provider, unless such restaurant or catering provider operates from one of the Commercial Units or from the Shared Facilities Unit of the Condominium. Additionally, no Owner and their guests, tenants and invitees may consume food or beverages on the Shared Components unless such food and beverage were provided by an operator of one of the Commercial Units or from the Shared Facilities Unit of the Condominium.

W. Open House

No person shall be permitted to have an "open house", a "broker's open" or host any other event intended to attract multiple prospects at a single time, in connection with any attempt to sell or lease a Unit.

X. Compliance and Default

The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner is governed by and must comply with the term of the Declaration and all exhibits annexed hereto and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease.

a. Notice

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

b. Hearing

No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. The hearing must be held before a committee of the other Unit Owners. If the committee does not agree with the fine, the fine may not be levied

c. Fines

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 however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a Unit.

d. Violations

e. Payment of Fines

f. Application of Fines

PET REGULATIONS

Each Unit Owner may maintain in his or her Unit not more than two (2) orderly domesticated pets (which shall be limited to dogs, cats or caged birds) having a maximum weight, at maturity of forty (40) pounds each (unless prior approval for a heavier pet is first obtained from the Shared Facilities Unit Owner).

Any such pet shall only be allowed to remain in the Unit and on the Condominium Property if such pet (1) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, (iii) not kept or maintained for commercial purposes or breeding, and (iv) generally, not a nuisance or disturbance to resident of other Units or of other portions of the Condominium Property. The following provisions shall also govern any pets on the Condominium Property:

- a) All pets must be on a leash not more than six (6) feet long, carried or in an approved carrier when outside of the Unit.
- b) Pets shall only be walked or taken upon those portions of the Condominium Property designated by the Shared Facilities Unit Owner from time to time for such purposes, if any.
- c) Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately.
- d) Each Owner shall be responsible for all damage caused by his/her pets.
- e) The maintenance, keeping, boarding and/or raising of pot belly pigs, reptiles, rodents (i.e., mice,
- f) gerbils, hamsters) and any other animals, livestock, or poultry of any kind, regardless of number, is expressly prohibited.
- g) Upon request of any resident, each Owner shall be deemed to agree to leave any elevator with its pets or wait for another elevator.
- h) Pets may not play or exercise in the corridors, stairwells, roof, laundry rooms or other portions of the Condominium Property, other than the Owner's Unit.
- i) Each Owner agrees to underwrite the cost of necessary exterminator measures in the Owner's apartment or others if Owner's pets are responsible for the infestation of the building or portions thereof.
- j) Each Owner agrees to restrain its pets in an appropriate manner should it be requested either for
- k) cause or the result of a justifiable request from the Shared Facilities Unit Owner (i.e., muzzled when going through public areas).
- l) All cats must be spayed and declawed.

Any Owner who keeps or maintains a pet within the Condominium Property shall indemnify and hold harmless the Shared Facilities Unit Owner, all other Unit Owners and the Developer, together with their respective directors, officers, agents, employees, managers, contractors or attorneys, from and against any loss, claim or liability of any kind or character whatsoever, whether to property or person, arising by reason of keeping or maintaining such pet within the Condominium Property. The Shared Facilities Unit Owner may require registration of all pets and may establish reasonable fees in connection with same and/or may require pet owners to place with the Shared Facilities Unit Owner a reasonable security deposit. Without limiting the generality of the other provisions hereof, a violation of the provisions of this paragraph shall entitle the Shared Facilities Unit Owner to all of its rights and remedies, including, but not limited to, the right to require any pet to be permanently removed from the Condominium Property.

SALES OR LEASES

It is intended that the Residential Units may be used for transient and/or resort rentals. As such, leasing of Units or portions thereof shall not be subject to the approval of the Association and/or the Shared Facilities Unit Owner and/or any other limitations, other than as expressly provided herein. However, all leasing of Units or portions thereof shall be made in accordance with any applicable zoning designation and/or county and state codes, ordinances and regulations (as same may be modified from time to time).

The lease of a Residential Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A Residential Unit Owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer, the Shared Facilities Manager and all other Unit Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida, the County or the City with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or surcharge due with respect to rental payments or other charges under the lease.

Please See Section 16.8 of Declaration of Condominium for more details