

CYPRESS CHASE CONDOMINIUM
ASSOCIATION “C” INC.

RULES AND REGULATIONS

INTRODUCTION

The Board of Directors of Cypress Chase Condominium Association “C” has the responsibility under the statutes of the State of Florida and under the Articles of Incorporation "To make and amend regulations governing the use of condominium property and to enforce them in any manner necessary."

The Rules and Regulations of Cypress Chase “C” are intended to make living in our condominium as pleasant and as comfortable as possible for all owners. In living in close proximity, each resident has certain rights, but also has certain obligations to other residents. The consideration that each resident shows the other residents, and the interest that each resident takes in maintaining the appearance and congeniality of our home will add greatly to our enjoyment in living at Cypress Chase “C” and will also enhance the value of our property.

RULES & REGULATIONS
CYPRESS CHASE “C” CONDOMINIUM ASSOCIATION, INC.

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I. BALCONIES

1. Nothing shall be attached to the railing or ceiling of your Balcony, either temporarily or permanently, without the prior written authorization of the Board, with the exception of the United States Flag or Christmas decorations, which shall not interfere with the adjoining balconies above or below your unit.
2. Balcony floors may be painted or covered with carpet or tile; otherwise, uniform colors of the building shall not be altered.
3. No air conditioning equipment of any kind is permitted on balconies or overhangs.
4. No light reflective materials are permitted. No objects shall be placed on the side-ledges of the balconies. No objects should be hung from or shaken from the balconies or from any other window. Nothing shall be stored on the balconies that will detract from the uniform appearance of the building. Birds shall not be fed from the balconies.
5. No cooking or barbecuing shall be permitted on balconies or common elements except in areas approved by the Board. Cigarettes or ashes shall not be thrown from any balcony because of fire hazards.
6. Residents who plan to be absent for more than four days during Hurricane Season shall remove everything from their balconies. The Board recommends that an individual be delegated to care for your unit in your absence and that the name of such individual, or firm, be properly registered with the Board. Any unit owner delegating care for a unit shall accept all responsibility for such arrangement and any liability arising therefrom. During such arrangement and any liability arising therefrom, and during the period of imminent threat of severe tropical storm or hurricane, everything shall be removed from all balconies.
7. Noise travels from one balcony into another unit easily within our building. To insure your own comfort, and that of your neighbors, residents shall refrain from loud and /or unnecessary conversations on their balconies, or from displaying wind chimes.
8. Residents must be aware of the great structural stress caused by placing large trees or plants on balcony edges. Accordingly, no more than three trees shall be allowed on any balcony and containers for these trees or plants must not exceed sixteen inches (16") in diameter, nor shall a single container weigh in excess of five pounds. No tree, plant, statue or other heavy item shall be placed within twelve inches (12") of the balcony railing. Residents shall ensure that water does not leak to balconies below. Care should be taken when watering plants and cleaning the balcony floor to avoid having water flow to the balcony below.
9. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the balconies and/or common elements and/or in any part of the exterior of the building.

II. COMMON ELEMENTS

1. Florida State Law prohibits smoking in all common areas.
2. Written Board approval is required before installation of any decorations or furnishings to any common area. Holiday decorations shall be limited to the doorjamb and /or doors to each unit only. The Board of Directors reserves the right to remove decorations that do not conform to these rules. Under no circumstances should decorations hinder ability to exit the building.
4. The bulletin board(s) shall be used only by the Board for official condominium business.
5. No article shall be placed in any of the corridors, halls, or stairways of the building, nor shall the same be obstructed in any manner.
6. **Catwalks are for entering and leaving units only. No loitering on catwalks or stairs is permitted. No items may be left on catwalks: no plants, chairs, shopping carts etc.**
7. The sidewalks, entrances, halls, corridors, stairways and other common areas shall be kept free and clear of rubbish, debris and all other unsightly materials, and shall not be obstructed, littered, defaced, or misused in any manner. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas.
8. All doors leading from the unit to limited common elements shall be closed at all times except when in actual use for ingress or egress to and from limited common areas.
9. Unit owners, residents, their families, guests, servants, employees, agents, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, into elevator shafts, elevator equipment rooms, or power rooms of the building without express authorization from the Board of Directors.
10. The swimming pool and swimming pool area are solely for the use of the condominium residents and their invited guests. Those who use the recreation facilities do so at their own risk and the Association shall not be liable for injury or loss arising from their use. Rules are posted in the recreation areas and must be observed.

III. ELEVATORS

1. Marring or scratching of elevator interiors is prohibited. Damage caused by moving large furniture or construction materials must be reported immediately to the Property Manager and the cost of repairs will be assessed to the unit owner responsible for the activity that caused the damage.
2. Florida State Law prohibits smoking in any elevator.
3. Alarm bells and emergency phones are located in each elevator. In case of any emergency, press the button on the phone, wait for the service to respond, and remain calm and patient.

IV. ENTRY TO UNITS

1. Pursuant to Florida Condominium Law, "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 or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units." The owner of each unit must deposit a properly fitting key or keys to their unit with the Board to avoid forced entry in case of an emergency.
2. While a unit owner is not in residence, workers, employees, contractors or delivery persons shall not be permitted entry without prior written unit owner approval on file with the Board. The unit owner shall be responsible and liable for any and all entries within his unit, and the Association shall not be required to provide any keys to any person requesting entry.

V. GUESTS

1. Unit owners shall be responsible for the conduct of their guests (which term shall include lessees as "guests" of unit owners) and any damage caused by or costs incurred by their guests, or by the guests of their lessees. Any guest(s) violating Cypress Chase "C" Condominium Documents including these Rules and Regulations may be forced to vacate at the sole discretion of the Board. Unit owners shall be responsible for all costs to the Association, including reasonable court costs and attorney fees, if the Board determines any legal action is required regarding any guests of such unit owners.
2. Guest vehicle parking shall be governed by the "Parking Spaces" Section of these rules.
3. Any guest staying more than 3 nights must be registered with the Management Office, by completing a Guest Registration Form.

4. Any guest who has been in residence in excess of three consecutive weeks, or five total weeks within any 12 month period, will be considered a resident and must be screened.
5. Guests shall not bring pets of any kind onto the premises.
6. No guest(s) under eighteen (18) years of age shall be permitted to occupy any unit unless a relative of and accompanied by, a unit owner.
7. When owners or lessees are not in residence, a written notice shall be filed by the owner or lessee with the Board prior to the arrival of such owner's or lessee's guests. Such "transfer" of unit to guest(s) when guest(s) is to visit or occupy the unit during the owner's or lessee's absence is subject to Board approval which approval may be withdrawn at the reasonable discretion of the Board. Guests shall not have overnight guests of their own unless prior written registration is received from the owner or lessee and approval granted by the Board, in the same manner as set forth above.
8. Units shall be used for single family occupancy only, as defined by the State of Florida. See Section X, B3.

VI. LAUNDRY ROOMS

1. The washers and dryers are available to permanent residents and registered guests only. Operating instructions and rules for use are posted on the machines and shall be observed by all users. No one may use the machines to do laundry for persons who do not live in the building.
2. Laundry machines are operated by money cards obtained from the office. There is a machine in the clubhouse lobby that will accept cash to add to the card.
3. The laundry machines are not to be used for large blankets, comforters, shoes, sneakers or heavy loads. A \$25 charge will be assessed for misuse of washers or dryers by cleaning rugs, shoes, or commercial clothing.
4. The laundry machines are owned and operated by the Association. They are to be treated as you would in your own home. Please wipe them down after use.
5. Portable laundry machines are not permitted in units.

VII. PARKING

1. Upon acquiring interest in and to the condominium parcel, each owner will be assigned a parking space in accordance with the Declaration of Condominium.
2. A unit owner may not lease or assign his/her parking space except in conjunction with a lease of the unit, which lease has been approved in accordance with provision of the Declaration of Condominium. No space may be changed without written confirmation and permission from the Board of Directors.
3. All resident vehicles must be properly registered with the Office, and issued a parking decal. The decal must be affixed to the registered vehicle. A maximum of 2 parking decals will be issued per unit. Resident vehicles must park first in the unit's assigned space while the additional vehicle must be parked in guest parking, if available. Decals will only be issued to unit owner(s) and authorized tenants.
4. All vehicles must hold current and valid registrations and be in proper working order. Expired tags are not allowed. All vehicles must be in proper working order. Inoperable or damaged vehicles are not allowed.
5. Notice must be given to the Board of any visitor with a vehicle who will be staying on condominium property for more than 3 days. Visitor vehicles must be registered and parked only in spaces designated as guest parking, if available. An authorized visitor parking pass shall be displayed on the dashboard of the vehicle. Any unregistered vehicle, or illegally parked vehicle, will be towed at the owner's expense.
6. All unit owners shall be responsible for damages to the common elements from exhaust emissions, and /or automotive leakage such as gasoline, oil, anti-freeze, grease etc. After a second notice, a charge for damage and clean up shall be determined by the Board.
7. All vehicles shall be parked well within designated lines and close to the parking bumpers. Vehicles must be parked head in – no back in parking allowed.
8. All repair work on vehicles including oil changes, flushing radiators, lubricating, etc., shall not be permitted on the premises. Only work of an emergency nature shall be performed. Disabled or inoperative vehicles shall not be stored for more than twenty-four (24) hours without the written approval of the Board of Directors.
9. A maximum speed of five (5) miles per hour shall be maintained on Condominium Property and all stop signs shall be observed. Owners, their employees, servants, agents, visitors, lessees and family members will obey all posted parking regulations. Except in an emergency, the blowing of any horn or the use of any loud electronic equipment in any vehicle, which is on, or approaching any of the driveways or parking areas serving the condominium property is prohibited.
10. Service vehicles shall park in the designated service parking area only.

11. There shall be no car washing with a hose on the premises.
12. Parking spaces shall not be used by any recreational vehicle, commercial vehicle, boat, moped, motorbike, trailer camper, motor home or vehicle with more than four tires. All other vehicles must fit within a standard size parking space. (One vehicle per space.) Nothing herein shall be interpreted to restrict the parking of vehicles in designated service areas which are furnishing goods and services or being used for construction purposes in the ordinary course of business during the hours permitted herein for such purposes.
13. No vehicle belonging to a unit owner, a member of the family of a unit owner, or a guest, tenant or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to another unit owner's parking space.
14. Vehicles may not be used for storage of any kind. No "For Sale" signs may be displayed in or on vehicles.
15. No parking is ever allowed on the fire lanes, on the grass, in the street, blocking dumpsters or double-parked.

VIII. OCCUPANTS AND CHILDREN

1. Permanent occupancy of a unit is limited to 2 individuals for all 1 bedroom units and 4 individuals for all 2 bedroom units.
2. No children under the age of 18 years shall be permitted to occupy any condominium unit for more than three consecutive weeks and no more than five total weeks in any one calendar year. The Board of Directors at its sole discretion may establish hardship exceptions, providing it would not result in less than 80% of the units having less than one occupant 55 and older.
3. When a unit owner is not residing in the unit and the unit is not leased, no individual may occupy the unit except a parent, sibling, and/or child of the unit owner over 18 years of age. Those individuals may not reside for more than 3 consecutive weeks nor more than 5 weeks total in one year without the prior written approval of the Board of Directors.

IX. PROPER CONDUCT

1. No solicitation of any kind shall be permitted anywhere upon the Condominium property for any purpose or cause.
2. The condominium units shall be used only for residential purposes. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property or in any condominium parcel therein. No sign, notice or advertisement shall be inscribed or

exposed on, or at, any window, or any mailbox slot, or any part of the Condominium property.

3. No public sale of merchandise or furnishings shall be allowed from any unit.
4. No radio, television, stereo, hi-fi or musical instrument shall be played or operated anytime in a manner which is annoying or offensive to other occupants of the building. No outside antenna of any kind shall be erected without the approval of the Association.
5. Visiting children shall not be permitted to play in public corridors or halls, stairways, walks, or parking areas, and particularly will not be permitted to interfere with the operation of the elevators. Unit owners shall be responsible for any damage caused by their children or the children of their guests. Reasonable supervision shall be exercised when children are playing upon the condominium property. Property damage or personal injury claims are the responsibility of the unit owner with whose permission the children entered upon the Condominium property. Such permission may be expressed or implied.
6. All residents and/or guests shall wear proper attire while in or on the common areas.
7. No resident or guest shall be allowed upon the roof for any purpose whatsoever.
8. Residents shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or be placed upon the exterior walls or roof, or any part thereof, except upon the approval of the Board of Directors or as allowed by law. The owner shall not erect or cause to be erected any outdoor clothes lines.
9. There shall not be kept in any unit or storage area any flammable, combustible or explosive fluid, material, chemical, or substance except for normal household use.

X. RESALE OR LEASE OF UNITS

PART A: Applies to all application for re-sale and/or all applications for lease.

1. No unit shall be sold, transferred or leased without prior approval of the Board of Directors. Occupancy shall be prohibited without such approval.
2. Any unit owner selling his unit is required to furnish the Board of Directors with a written statement acknowledging their intent in accordance with the Declaration of Condominium.

3. All written applications for residency must be on Cypress Chase “C” standard forms, and must be completed and submitted along with the designated non-refundable transfer fee of One Hundred Dollars (\$100.00) for screening to Board of Directors. Adequate time must be allowed for all submitted information to be verified. No occupancy shall be permitted without written transfer approval of the Board of Directors.
4. No application shall be accepted with regard to any unit having delinquent maintenance charges, and or other charges, or while any lien or assessment against the unit remains.
5. All applications shall require a signed statement indicating that the proposed purchaser / lessee has received and read: (1) the Declaration of Condominium of Cypress Chase Condominium Association “C”, (2) the by-laws of Cypress Chase Condominium Association “C”, Inc., and (3) these Rules and Regulations, and that such purchaser / lessee agrees to abide by the foregoing documents. These documents should be provided by the seller. Duplicates of the foregoing documents are also available at cost from the Board of Directors.
6. Following verification of the information supplied, the proposed purchaser / lessee shall be interviewed by the Board, or its authorized representative, and screened and approved by the Board of Directors. In the case of inheritance, the screening fee will be waived for the heir but an interview is required.
7. The Board of Directors shall have sole authority to approve or disapprove any application, and shall so notify the unit owners of action taken.
8. Notice of moving in or out of a unit must be given in advance to the management of the Association and can only take place Monday through Friday between the hours of 9:00 AM and 5:00 PM.

PART B: In addition to Part A above, applications for lease are subject to the following Rules & Regulations:

1. Unit owners may lease their units only after their 24 months (2 full years) of ownership. A lease of a unit shall be for no less than a three (3) month period or no longer than a twelve (12) month period.
2. All lessees must pay the \$100 screening fee and a \$500 security deposit before moving in.
3. Leases shall not be automatically renewable. Request for renewal shall be submitted on a standard Cypress Chase “C” form to the Board at least sixty (60) days before the end of the current lease term. Unit owners shall be advised at least thirty (30) days before expiration of any lease should the Board disapprove the renewal of the lease.
4. The only individuals who may occupy a leased unit are those who were approved as occupants prior to the beginning of the lease.

6. No leased unit shall be sub-leased.
7. All leases and renewals must include a properly signed Lease Addendum.

XI. SECURITY

1. Your private residence doors shall remain closed at all times, except for immediate entry or exit. For your safety, and the consideration of others it is recommended that your doors be kept locked.
2. All corridors and stairways are to be kept free and clear of all obstructions.
3. Any person acting suspiciously, or any disturbance, shall be reported immediately to the Board or the police in order to protect the safety of the building's residents.

XII. STORAGE AREAS

1. Allocated storage rooms are located on each floor for exclusive use by owners to store personal belongings, baggage and sundry items. Individual units are entitled to, and may have no more than, one assigned storage bin.
2. Aisles are to be kept clear and no items should be placed in front of other owner's areas.
3. Storage room doors shall be kept closed and locked when not in use.
4. Volatile liquids, lacquers, paints and their by-products (thinners, removers, brush cleaners) shall not be placed in any storage area at any time due to extreme fire hazard. Periodic checks by the fire and insurance inspectors shall be made to insure compliance.
5. Meter rooms shall not be used for storage of any kind.

XIII. TRASH CHUTES - GARBAGE DISPOSAL

1. All trash shall be placed in tightly closed plastic bags. Do not throw loose trash down the chute. Any article too large to fit into the chute must be taken to the dumpster on the first floor.
2. It is mandatory that all units maintain a working garbage disposal. Food wastes, insofar as possible, should be disposed of through the kitchen disposal with the exception of rice, fat and grease which can clog the drains.
3. All boxes must be broken down.
4. Recycle bins located in the dumpster rooms are for PAPER PRODUCTS ONLY.

5. Dumpsters are intended only for household trash generated on a day-to-day basis. This does not include discarded furniture, tires, mattresses, appliances, cartons used for moving, debris from remodeling, etc. It is the unit Owner's responsibility to make arrangements at their expense for the removal of such items from the premises. This type of trash must remain in the Owner's unit until pick-up.
6. No dumping outside the dumpster in the dumpster rooms and no dumping in the trash chute rooms is allowed. If the dumpster is full, you are required to keep trash in your unit until the dumpster has been emptied. A \$100 cleanup and disposal charge will be assessed for noncompliance with these rules.

XIV. INFRACTIONS & PENALTIES

1. No unit owner or resident shall direct, supervise, or in any manner attempt to assert control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such unit owner or resident. No owner or resident is authorized to reprimand or to give orders to the employees of the Association, but rather shall express his desires to the person designated for this purpose by the Board. The Association's personnel and staff are compensated adequately and no gratuities are to be given. This is not to preclude appropriate remembrances at holidays or other special occasions.
2. Owners shall be responsible for damages to, or any defacing of, the common areas, which they, their children, guests, lessees, servants or pets shall cause. The Board is authorized to assess the cost of any repairs to the unit owner involved.
3. Misconduct, offensive behavior, violation of Federal, State or Local Laws, ordinances or Regulations, and violation of any of these Rules and Regulations shall be reported, in writing, to the Board for investigation and appropriate action. These violations will be called to the attention of the violating resident or guest by the Board, who will also notify the appropriate Committee, as authorized by the Board.
4. Pursuant to the Condominium Act and the Declaration and Bylaws of the Association, and these Rules and Regulations of the Association, the Board of Directors may take any and all legal action necessary for enforcement of these Rules and Regulations. The Rules and Regulations may be modified, added to, or repealed by the Board at any time.
5. A \$100 cleanup and disposal charge will be assessed for leaving anything in the trash chute rooms, or outside the dumpster in the dumpster rooms.
6. A \$150 cleanup and disposal charge will be assessed for dumping bulk items, construction materials or anything other than household waste in the dumpster, trash chute rooms or dumpster areas, or at the curb before the designated day for bulk pickup.
7. A \$25 charge will be assessed for misuse of washers or dryers by cleaning rugs, shoes, or commercial clothing.

XV. UNIT OWNER MEETINGS

- 1) Unit Owner Meeting Defined.
 - a) "Meeting of the unit owners" is defined as a quorum of unit owners gathered to discuss official Association business.
 - b) Every unit owner or his authorized representative shall have the right to attend meetings except as may be provided by law.
- 2) Unit owners and their authorized representatives shall have the right to speak at meetings subject to the following rules.
 - a) Statements by unit owners or their authorized representatives at meetings shall be restricted solely to items designated on the agenda.
 - b) The Board shall post an agenda 48 hours prior to the start of the meeting. Any unit owner shall have the right to add to the agenda by making written demand. The demand shall be submitted to the Board at least 72 hours prior to the scheduled start of the meeting and the item shall be placed on the agenda for the meeting for which it was requested.
- 3) Tape recording or Videotaping of Board, Committee and unit owners' meetings.

Any unit owner may tape record or videotape a meeting of the Board of Directors, meetings of Committees at which a quorum of the Committee is present, and meetings of unit owners, subject to the following rules:

 - a) Any owner who wishes to tape record or videotape a meeting of the Board of Directors, a Committee Meeting, or a meeting of the unit owners shall indicate his/her intention to do so in writing to the Board of Directors, at least twenty-four (24) hours before the time of the particular meeting.
 - b) No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting and no equipment shall obstruct any unit owner's view, hearing or access to the meeting. No equipment may make noise. No extra lightning shall be permitted and no accessory equipment shall be utilized.
- 4) Ejection.
 - a) Any person not authorized by law to attend a meeting shall be prohibited from attending the meeting or ejected from said meeting.
 - b) Any unit owner or authorized representative who fails to comply with these rules shall be subject to ejection at the sole discretion of the chairperson. The chairperson shall

give any non-complying person one warning regarding ejection and thereafter may call for immediate ejection.

- c) The chairperson of the meeting may appoint a sergeant of arms who at the direction of the chairperson shall either remove the unauthorized person or contact a law enforcement representative to remove such person.

5) Legal Action

- a) The Board of Directors may take whatever action is appropriate at law or in equity against any person who fails to comply with these rules.

XVI. POSTING OF NOTICE OF BOARD OF DIRECTORS' MEETINGS, COMMITTEE MEETINGS AND MEMBERSHIP MEETINGS

As required by law, notice of all Board of Directors' Meetings, Committee Meetings and Members' Meetings shall be posted on the Condominium Property on the Mail area bulletin board, and shall be posted throughout the time required.

XVII. HURRICANE SHUTTER INSTALLATIONS

Definition

"Hurricane Shutter" shall mean any device, installation equipment or appliance, whether permanent or temporary, affixed or attached in any manner to any portion of the exterior of a building, used either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

General

Hurricane Shutters are prohibited, except as it may be approved by the Board in accordance with these Rules and Regulations.

Installation Request

Any person desiring a Hurricane Shutter shall submit a written request therefore to the Board not less than thirty (30) days prior to the proposed installation. The written request shall contain (1) the name and address of the person desiring the Hurricane Shutter, (2) the unit number to which the Hurricane Shutter will be installed, (3) the name, address, and telephone number, of the proposed contractor who will install the Hurricane Shutter (together with the same information for any proposed subcontractors), (4) the proposed type, style, brand, color, material and name and address of the manufacturer of the Hurricane Shutter, and (6) the proposed manner of installation of the Hurricane Shutter.

Contractor requirements

1. No person (hereinafter contractor) shall install, construct, affix or attach or place a Hurricane Shutter, unless such person is qualified to do so and holds an Occupational License to perform such installation from the governmental agencies having jurisdiction over such type of work and holds a certificate of competency from the State of Florida or Broward County.
2. In addition to the requirements of paragraph 1 above, no contractor shall install, contract, affix, attach or place any Hurricane Shutter, unless the contractor shall obtain and maintain Public Liability Insurance, including completed operations, in an amount not less than \$300,000.00, per occurrence, Workers Compensation insurance to meet the requirements of law, and Automobile Liability insurance, including non-owned automobile coverage, in an amount not less than \$3,000,000.00, per occurrence. Notwithstanding any minimum amount requirements, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association and the person requesting the installation of the Hurricane Shutter as co-insurers.

Construction Lien Law

No Hurricane Shutter shall be approved, unless the installation therefore complies with the Construction Lien Law, Chapter 713, Florida Statutes, as it may be amended or renumbered from time to time.

Appointment of Agent

Every person who has a Hurricane Shutter shall appoint an agent who, in the absence of the occupant of the unit, shall be authorized to gain entry into the unit for the purpose of opening and closing the Hurricane Shutter when needed. The name, address and telephone number of such agent shall be given to the Board or Manager. The association shall not be under any obligation, nor does the Association assume any obligation, to the unit owner or occupant to contact the agent for any reason whatsoever, the purpose of such designation of such agent being solely for identification of the agent to permit the agent's entry onto the condominium property and into the unit.

Aesthetics

1. No Hurricane Shutter shall be allowed, unless it is of the roll-up or accordion type, and located either directly over the window, glass or glass door it is intended to protect or, in the case of accordion type, to the side thereof.
2. No Hurricane Shutter shall be allowed, unless it is compatible with the exterior color of the Condominium Building and the frame in which the shutter moves is the same color. The Board of Directors reserves the right to maintain a sample of the required color in the Condominium Office, and in that event, all shutters shall substantially match the sample color.
3. No balcony, terrace or patio shall be enclosed by a Hurricane Shutter.

4. The Hurricane Shutter shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements.

Liability

The owner of the unit to which the Hurricane Shutter is installed shall be liable for any and all damage to the common elements, Association property or the property of other owners arising out of or concerning the construction, installation or maintenance of the Hurricane Shutter.

Maintenance & Owner Obligations

1. The association assumes no liability for damage to Hurricane Shutters. The owner of the unit agrees to maintain the Hurricane Shutter at the unit owner's sole cost and expense.
2. The maintenance, repair and replacement of the Hurricane Shutter shall include the maintenance, repair and replacement of the portion of the common elements and Association property to which the Hurricane Shutter is attached.

Remedies

1. The association shall not be required to approve or permit any Hurricane Shutter, unless and until the person requesting the installation thereof has fully and completely complied with each and every provision of these rules.
2. No contractor, subcontractor, laborer or material supplier shall be permitted entry upon the Condominium property, for purposes of actual installation, construction or delivery of materials, unless and until the proposed Hurricane Shutter has been approved by the Association. Failure to seek prior approval shall entitle the Association to remove the Hurricane Shutter, or any portion thereof, or bring legal action to force the removal thereof, or force compliance with these rules.
3. Nothing in these rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

XVIII. FINING PROCEDURES

The Association has the power to levy fines against a unit owner or unit owner's guests, lessees and any other person(s) who violate the provisions of the Association By-laws, the Declaration of Condominium, the Articles of Incorporation of the Association or the Rules and Regulations of the Association, as adopted or amended from time to time. The fines will be levied in such amounts as may be set forth in the Condominium Act, as amended from time to time, and according to the following procedures.

- 1.. From time to time, on an as-needed, or on a standing basis, the Board of Directors will appoint a Grievance Committee, made up of owners who have no connection to the violation in question, which will determine whether there is probable cause to assert that a unit owner or other person is violating, or has violated, any of the provisions of the

Declaration of Convenience and Restrictions, the Articles of Incorporation, the By-Laws, or the Rules and Regulations of the Association. In the event the Grievance Committee determines that such probable cause exists, it will make a report to the Board of Directors.

The Board of Directors will then provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies, or in which that person is a guest, if that person is not the owner, of the specific nature of the alleged violation, including a statement setting forth the provisions of the Association Documents allegedly violated and a short and plain statement of the matters asserted by the Association, and advising of an opportunity for a hearing before the Grievance Committee upon a written request delivered to a Board member or designated agent within fourteen (14) days of the date of the notice of the violation or violations. The Board notice will include the date, time and place of the hearing to be held if the hearing is requested.

The Board notice will also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which the violation continues is deemed to be a separate offense, subject to a separate fine, not to exceed One Hundred (\$100) Dollars for each offense, provided the total amount of fine may be according to the Schedule adopted by the Board of Directors, as may be according to the Schedule adopted by the Board. Notice will further specify, that an alternative procedure is available only for the first time violations and not for recurring violations, that in lieu of requesting a hearing, the alleged violator or unit owner may respond in writing to the notice, within fourteen (14) days of the date, acknowledging that the violation or violations occurred as alleged and promising that the violation or violations will cease and will not recur. Such acknowledgment and promise and performance in accordance therewith will terminate further enforcement activity by the Association with regard to the violation and no fines will then be levied. However, if violation is repeated, promise of compliance will not be sufficient to prevent levying of a fine.

2. If a hearing is timely requested, the Grievance Committee will hold the same on the date and time and at the place set forth in the notice, and will hear and receive the response of the violator and unit owner, if other than the violator, including written and oral agreement on all issues involved and will hear any witnesses that the alleged violator, the unit owner, or the Grievance Committee, or its agents, may produce. Any party at the hearing may be represented by counsel.
3. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise are timely and properly made, the Grievance Committee will determine whether there is sufficient evidence to support a finding that a violation or violations occurred, it will send a written recommendation to the Board of Directors. The Board of Directors will send a written notification to the violator, and the unit owner, if other than the violator, announcing the finding that a violation or violations occurred and notifying the violator, and unit owner, if other than the violator, that fines will be assessed and levied as provided herein. No further notice or hearing will be necessary to enable the Board to levy fines for an uncorrected violation, or violations, or for recurring violations

substantially similar to violations for which a hearing opportunity was previously provided.

4. A fine pursuant to this section will be assessed against the unit which the violator occupied or was visiting at the time of the violation, whether or not the violator is an owner of that unit, and will be promptly paid to the Association by the owner of that unit. The owner will be liable for attorney's fees and costs incurred by the Association incident to the levy or collection of the fine, including appellate proceedings.
5. Nothing herein will be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various Association documents, including, but not limited to, legal action for damages or injunctive relief. In the event such other means are pursued, the Association will not be required to comply with the procedures and provisions of this fining language.

XIX. ALTERATIONS OR IMPROVEMENTS TO INDIVIDUAL UNITS

1. No improvement or alteration to any unit shall be initiated or performed without the prior written consent and approval of the Board of Directors of the Association ("Board"). Information and applications for request for such approval may be obtained from the Board.
3. No Jacuzzis or waterbeds are permitted within any unit. No portable laundry machines or dishwashers are permitted within any unit.
4. It is mandatory that the names and addresses of all workers and firms employed by residents to make alterations or repairs to a unit shall be supplied to the Board for security purposes. Proof of Insurance, License(s), necessary permits and any other reasonable information shall be supplied to the Board.
5. All work will be performed during the hours of 9:00 AM through 5:00 PM, Monday through Friday. Certain work may be performed on Saturday during normal hours as long as the work does not disturb other residents, for example painting. Workers must warrant to the Board that they will keep all common elements free from any accumulation of materials or rubbish caused by their operation, and that they will remove all debris from the property at the end of each workday. The unit owners shall be responsible for the conduct of their workers and payment of clean-up cost should their workers fail to clean up.
6. Installation of flooring above the first floor, such as tile or laminates requires 60% soundproofing underlayment. Flooring must be installed by a licensed contractor. No flooring shall be installed without prior association architectural approval.

XX. MAINTENANCE AND REPAIRS BY OWNERS

1. All unit owners are required to carry homeowner's insurance on real and personal property located within the boundaries of the unit.
2. The owner of each condominium unit shall be responsible for the maintenance, repair and replacement of all wall, ceiling and floor interior surface, painting, decorating and furnishing and all other accessories which such owner may desire to place or maintain within his condominium unit.
3. All limited common elements appurtenant to a condominium unit must be maintained by the owner of that unit and kept in a neat and orderly condition. Failure to do so may result in the Association taking action to provide such maintenance and assess the unit owner for the cost.