



IMPORTANT NOTICE

To: All Unit Owners at Valencia South Miami Condominium
Date: June 14, 2007

In the meeting held on May 31, 2007, the Board of Directors approved several amendments to the rules and regulations.

Attached please find a copy of the revised version. In compliance with Florida Statutes, additions have been underlined, and deletions have been strikeout. The revision is intended to clarify the current rules instead of making substantial modifications. Please forward this information to your tenants if you are renting your unit.

If you have any question or need further clarification, please do not hesitate to contact us.

Thanks,

Management

SCHEDULE "A"
TO
RULES AND REGULATIONS
FOR
VALENCIA, A COMDOMINIUM

1. Occupancy and Use Restrictions. Except as otherwise herein expressly provided, each Residential Unit shall be used for residential purposes only. No business, profession or trade of any type shall be conducted on any portion of the Residential Units. This prohibition shall not be applicable to (a) the Commercial Units, which may be used for any lawful purpose, and may be used by the Owner(s) thereof and their guests, lessees, tenants and invitees, and (b) the Developer with respect to its development of the Condominium Property, its construction, repair, decorating, administration, sale, rental or lease of Units, or its use of Units as models, V.I.P. or guests suites, or for sales offices or management services. Nothing herein shall be construed to prohibit ownership of a Unit by a domestic or foreign corporation or other entity.

Occupancy in the Residential Units, except for temporary occupancy by visiting guests, shall not exceed two (2) persons per bedroom and one (1) person per den (as defined by the Condominium Association for the purpose of excluding from such definition living rooms, dining rooms, country kitchens and the like). The provisions of this section shall not be applicable for Residential Units used by the Developer for model units, VIP suites, sales offices, management or other services.

Unless otherwise determined by the Board of Directors of the Condominium Association, and except as otherwise provided in Section 17.2 of the Declaration of Condominium, a person(s) occupying a Residential Unit for more than one (1) month without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of said section (regardless of whether a lessee exists or rent is paid) and shall be subject to the provisions of the Declaration of Condominium which apply to lessees. A person(s) occupying a Residential Unit for more than one (1) month with or without any previous resident present, shall be deemed a resident, and subject to approval by the Condominium Association. The purpose of this paragraph is to prohibit the circumvention of the provisions and Intent of the Declaration of Condominium pertaining to the approval of leases, and the Board of Directors of the Condominium Association shall enforce, and the Unit Owners shall comply with this provision with due regard to such purpose.

2. Leases. Leasing of Residential Units shall be subject to the prior written approval of the Condominium Association. ~~Every Lease of a Residential Unit shall specifically require a deposit from the prospective tenant in an amount not to exceed one (1) month's rent ("Deposit"), to be held in an escrow account maintained by the Condominium Association, provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by the Developer.~~ No lease of a Residential Unit shall be for a term of less than three (3) months. In no event shall a Unit be leased more than six (6) times within any calendar year, regardless of the lease term. When a Residential Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Residential Unit Owners, and the Owner(s) of the leased Residential Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with

the access rights of the Residential Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Condominium Association shall have the right to adopt rules to prohibit dual usage by a Residential Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners. Additionally, copies of all leases of Residential Units shall be submitted to the Condominium Association and the tenants there under must register with the Condominium Association prior to any occupancy.

There are no leasing restrictions imposed upon the Commercial Units or any Residential Unit rented or leased directly by or to the Developer and all such Units may be leased on any terms that may be desired by the Commercial Unit Owner, Or by the Developer, as applicable.

Every lease shall provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration of Condominium (and all exhibits thereto), and with any and all rules and regulations adopted by the Condominium Association from time to time (before or after the execution of the lease). The Unit Owner will be jointly and severally liable with the tenant to the Condominium Association for any amount which is required by the Condominium Association to repair any damage to the Common Elements from the acts or omissions of tenants (as determined in the sole discretion of the Condominium Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a Special Charge may be levied against the Unit therefore. All leases are hereby made subordinate to any lien filed by the Condominium Association, or of the Condominium Association, whether prior or subsequent to such lease.

3. Children. Children are permitted to reside in the Residential Units. Children are allowed to enjoy the amenities, only when accompanied by an adult.

4. Pet Restrictions. No more than two (2) pets (as may be defined and redefined by the Condominium Association) shall be maintained in any Residential Unit or any Limited Common Element appurtenant thereto. The maximum total weight of any such household pets shall be limited to an aggregate of sixty (60) pounds. Notwithstanding the foregoing, the maximum total weight for any one household pet may not exceed forty (40) pounds. Dogs and Cats must be registered with the Condominium Association, and a collar tag will be issued and must be worn at all times. Household pets shall not be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. Those pets which, in the sole discretion of the Condominium Association, endanger health, safety, have the propensity for dangerous or vicious behavior (such as pit bulldogs or other similar breeds or mixed breeds, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or to the owner of any other portion of the Condominium shall be removed upon request of the Condominium Association. Residential Unit Owners must pick up all solid waste of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times, or must be carried, when outside the Unit. No pet may be kept on a balcony or terrace when its owner is not in the Unit. Without limiting the generality of Section 19 of the Declaration of Condominium, any violation of the provisions of this restriction shall entitle the Condominium Association to all of its rights and remedies, including, but not limited to, the right to fine Residential Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium. This Rule 4 shall not prohibit that it does not become a nuisance or annoyance to neighbors.

5. Use of Common Elements and Association Property. Limited Common Elements, the Common Elements, or the Condominium shall be used for any purpose other than those reasonably suited for furnishing the services and facilities incident to the use of the Units. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. In no event shall any Unit Owner or occupant place, or permit the placement of any item that obstructs, or otherwise impedes access to, any portions of the Condominium that are either designated or used as delivery and receiving areas. Nothing herein or elsewhere in the Declaration of Condominium or these Rules and Regulations shall prohibit or impede any Commercial Unit Owner from using any Limited Common Element(s) appurtenant to its Commercial Unit for any commercial services or other retail services provided such Commercial Unit Owner has obtained all necessary permits and approvals from the appropriate governmental authorities for such use.

6. Move-in and deliveries: All move-ins and deliveries must be scheduled with the Condominium Association at least two weeks in advance for move-in and 48 hours for delivery of any single items. A \$500 deposit will be required. Only freight entrance and freight elevator shall be used, unless otherwise authorized by the Board of Directors, or their representatives. Move-in and delivery hours are Monday to Friday, from 9:00 a.m. thru 4:00 p.m. There is no concierge service in the building. The front desk Security Officer is not authorized to accept deliveries.

7. Access to the Building: Every resident must obtain an access control device to enter the building. Only one device per registered resident will be allowed. Guest access can be granted using the tele-entry system.

8. Garbage Disposal: Each floor in Valencia South Miami has a trash disposal chute. There is no modern recycling system installed. If larger items need to be disposed of please remove them from the property. No carpet, crates, boxes, broom handles, flammable materials, clothes hangers, contents under pressure, and aerosol cans are allowed in the trash chute. Garbage must be in plastic bags not to exceed 4-gallon capacity and all bags must be tied. Any items that would require effort to fit through the trash chute door must be brought to the dumpsters in garbage rooms located in the first floor.

9. Nuisances. No nuisances (as defined by the Condominium Association from time to time) shall be allowed on the Condominium or Association Property, nor shall any use, custom 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. The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. Notwithstanding the foregoing, no activity specifically permitted by the Declaration of Condominium, including, without limitation, activities or businesses conducted from the Commercial Condominium, including without limitation, activities or businesses conducted from the Commercial Units, shall be deemed a nuisance, regardless of any noise, odors or traffic emanating there from (except, however, to the extent that such noise, odors or traffic exceed the limits, if any, permitted by Applicable Law. By acquiring a Unit, each Owner shall be deemed to acknowledge and agree that a) it is intended (without creating any obligation) that retail shops, offices and other commercial operations may be operated from any of the Commercial Units and that such operations may result in the creation of noise, music and odors which may affect other portions of the Condominium Property; b) that the Commercial Units may attract customers, patrons and/or other members of the public who are not members of the Condominium

Association, resulting in additional traffic over and upon the Common Elements; and c) that any such matters or conditions shall not be deemed a nuisance hereunder and that neither the Developer, any Commercial Unit Owner, or any tenant of a Commercial Unit, shall be liable for any damages or other liability resulting therefrom.

10. Outside Items. No rubbish, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Condominium Property, except with designated trash receptacles. No linens, clothing, household fabrics, curtains, rugs, or laundry of any kind shall be hung, dried or aired from any windows, doors, balconies, terraces, or other portions of the Condominium. No articles shall be placed on balconies, patios or similar areas. The foregoing shall not prevent placing and using patio-type furniture, planters and other items in such areas if the same are normally and customarily used for a residential balcony, patio or terrace area. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Board of Directors shall be final and dispositive.

11. Firearms. The discharge of firearms and fireworks within the Condominium is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

12. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property of 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 Property, shall be corrected by and at the sole expense of the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of the Declaration of the Articles of Incorporation or the By-Laws, the Association shall not be liable to any persons(s) for its failure to enforce the provisions of this Rule. No activity specifically permitted by the Declaration shall be deemed to be a violation of This Rule.

13. Alterations or Additions. No owner of a Residential Unit shall cause or allow improvements or changes to the structure or exterior of any Residential Unit or Limited Common Elements, Common Elements or Association Property, or in any manner change the appearance of any portion of the exterior of the Building, without obtaining the proper written consent of the Condominium Association in the manner specified in Section 9.1 of the Declaration of Condominium. No spas, hot tubs, whirlpools or similar improvements shall be permitted on any patio or balcony.

Anything to the contrary, notwithstanding, the restrictions of this section shall not apply to Commercial Units. Additionally, each Commercial Unit Owner shall have the right, without the consent or approval of the Condominium Association, or any other Unit Owner or other party, other than the applicable governmental authorities, if and to the extent such approvals are required, to make alterations, additions or improvements, structural and non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Commercial Unit owned by it and any Limited Common Element terraces, patios, lanais, decks or other areas appurtenant thereto, including without limitation, the removal of walls, floors, decorative ceilings and other portions, thereof, the installation or placement of signage, equipment, furniture, tables, chairs and other furnishings or equipment on any patios and/or terraces appurtenant thereto. The Owner of the Commercial Unit to which any such additions, alterations or improvements have been made, and its successors and assigns, shall indemnify, defend and hold harmless the Condominium Association, the Developer and all other Unit Owners from any and all claims, losses, damages

and expenses arising from such alterations, additions or improvements and shall be solely responsible for the maintenance, repair and insurance thereof. Notwithstanding the foregoing, any additions, alterations or improvements must comply with all applicable codes, ordinances and other requirements.

14. **Sound, Weight and Flooring Restrictions.** Except for the installation of any hard and/or heavy surface floor coverings, such as tile, marble, wood and the like, in the bathrooms, kitchens and foyers of the Residential Units or in any portion of the Commercial Units, the installation of such hard and/or heavy surface floor coverings other than as installed by the Developer shall be subject to (a) approval in writing by the Board of Directors, (b) meet applicable structural and sound requirements, as specified in the Designer and Contractor Guidelines, and (c) be compatible with the overall structural design of the Building. Additionally, the installation to any Residential Unit of any improvement or heavy object must be approved by the Board of Directors and must be compatible with the overall structural design of the Building. In no event shall any heavy object, which would exceed a live load of 50 pounds per square foot, be placed in any Residential Unit. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. Additionally, the Board may require Unit Owners to furnish it with certifications of the floor assembly impact isolation class rating from the installers of such surfaces. The color and exact materials to be used on balcony floor coverings must also be approved in writing by the Board of Directors. Any use guidelines set forth by the Condominium Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Condominium Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of this restrictions and requirements. A waterproofing system is to be placed on the concrete surface of the balcony prior to the installation of the setting bed and tile. This waterproofing system must be as recommended by the manufacturer of the tile setting material and the installation must follow the recommended waterproofing manufacturer's written recommendations. Each Owner acknowledges that sound transmission in a 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 each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

15. **Exterior Improvements.** Without limiting the generality of Section 9.1 of the Declaration of Condominium specifically permitting same. Including (without limitation) the exemption of the Commercial Units from this Rule, no Residential 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 Residential Units or the Limited Common Elements appurtenant thereto (including, but not limited to, awnings, canopies, shutters, window coverings, signs, screens, window tinting, fixtures and equipment), without the prior written consent of the Condominium Association. No painting or changes in the exterior colors of any Residential Units or the Limited Common Elements shall be permitted.

16. **Signs.** No sign, poster, display, billboard or other advertising devices of any kind including, without limitation, "FOR SALE", "FOR RENT", security services or construction signs shall be displayed to the public view on any portion of the Residential Units, and the Limited Common Elements appurtenant thereto or Common Elements, without the prior written consent of the Condominium Association, except, (a) signs, regardless of size, used by the Developer, its

successors of assigns, including signs for construction or repairs, advertising, marketing, promotion sale, leasing and rental activities, (b) and bulletin boards, entrance, directional, informational and similar signs used by the Condominium Association. Notwithstanding anything to the contrary in the Declaration, the Owners of the Commercial Units may affix or attach lighted or unlighted signs on the exterior walls, doors, adjacent terraces, patios, lanais and/or windows of the Building (whether same are part of the Commercial Unit, the Limited Common Elements appurtenant thereto, or the Common Elements) adjacent to the Owner's Commercial Unit, or to the windows of the applicable Commercial Unit, without receiving the consent of the Condominium Association, the Board or any other party (other than any applicable governmental authority to the extent that prior approval from them is required by applicable governmental codes, ordinances and/or regulations).

17. **Lighting.** All exterior lights and exterior electrical outlets in the Residential Units and the Limited Common Elements appurtenant thereto must be approved in accordance with Section 9 of the Declaration of Condominium.

18. **Exterior Sculpture and Similar Items.** Exterior sculpture, flags, and similar items in the Residential Units and the Limited Common Elements appurtenant thereto must be approved in accordance with Section 9 of the Declaration of Condominium. Notwithstanding the foregoing, any Unit Owner may respectfully display one (1) portable, removable American flag, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, any Unit Owner may respectfully display portable, removable official flags, not larger than four and one-half feet by six feet (4'5" x 6') that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

19. **Air Conditioning Units.** No window or wall mounted air conditioning units may be installed in any Unit. Units with large amounts of outdoor glass windows and doors are susceptible to large temperature fluctuations, based upon the location of the various rooms within the Unit, as well as the differing positions of the sun throughout the day and the differing weather conditions throughout the year. The normal operations of the air conditioning systems in the Units may not fully compensate for these temperature fluctuations and additional adjustments, through the use of indoor window treatments such as curtains and blinds, may be necessary.

20. **Outside Installations.** No radio station or shortwave operations of any kind shall operate from any Residential Unit, the Limited Common Elements appurtenant thereto or Common Elements. Except to the extent permitted under Applicable Law no exterior satellite dish, or other transmitting or receiving apparatus, radio antenna, television antenna or other antenna of any type shall be erected or maintained on the Common Elements, Limited Common Elements or Residential Units, without the prior written consent of the Condominium Association. Notwithstanding the foregoing, upon obtaining the prior written consent of the Condominium Association, satellite dishes, and other devices permitted under Applicable Law, may be installed within the Residential Units or within any Limited Common Elements appurtenant thereto, provided however, that in no event shall any such device be installed in or on any other portion of the Condominium Property. To the extent permissible under Applicable Law, the Condominium Association may enact Rules and Regulations, requiring that any such devices which may be permitted under Applicable Law are comparable in size, height and appearance, are installed and maintained in a manner designed to protect the safety of the Building and its occupants and satisfy any standards established by the Condominium Association for architectural appearance purposes.

21. Window and Door Treatments. No reflective film, tinting or window coverings shall be installed on any windows or glass doors in any Residential Unit, except as necessary to replace or restore tinting of glass surfaces as originally installed, unless approved by the Condominium Association in accordance with Section 9 of the Declaration of Condominium. Curtains, drapes and other window coverings (including their linings) in Residential Units, which face on exterior windows or glass doors, or are visible from the exterior of the Building, shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors. No aluminum foil may be placed in any window or glass door of a Residential Unit and no reflective substance may be placed on any glass in a Residential Unit, except for any substance previously approved by the Board of Directors for energy conservation or hurricane protection purposes. No unsightly materials may be placed on any window or glass door or shall be visible through such window or glass door. Any screen door must be of a uniform type approved by the Condominium Association. The restrictions set forth in this rule shall not apply to the Commercial Units.

22. Parking and Vehicle Restrictions. No person shall park any vehicle so as to obstruct or otherwise impede ingress or egress to any parking spaces, including without limitation, to a parking space assigned to any other Unit. All vehicles must be registered with the condominium Association. The identification decal must be displayed on the vehicle at all times as instructed. Parking in the Condominium shall be restricted to private automobiles and passenger-type vans, jeeps and pick-up trucks or other commercial vehicles used by the Owners or occupants of the Commercial Units to deliver, cater or otherwise provide services or inventory to such Commercial Unit (all of which are collectively referred to herein as "vehicles"). Except as otherwise permitted in this section no person shall park, store or keep on any portion of the Condominium any large type commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck), except temporarily in designated guest parking locations or delivery locations, nor may any person keep any other vehicle in the Condominium which is deemed to be a nuisance by the Board. No trailer, camper, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently, or parked in the Condominium. The Condominium Association shall have the authority to prohibit any vehicle, including any motorcycle or motor scooter, which it determines constitutes a nuisance due to its noise level, particularly where such vehicle is operated in the early morning or late evening hours. No vehicle is permitted within the Condominium which leaks oil, brake fluid, transmission fluid or other fluids. No Unit Owner, occupant or other person shall conduct repairs or restorations on any motor vehicle, or other vehicle, or race the engine of any vehicle, upon any portion of the Condominium. No more than (1) motorcycle or motor scooter may be parked in a single space, and in no event may a motorcycle or a motor scooter be parked in the same parking space as another vehicle or between any parking spaces. For so long as the Developer conducts any sales or leasing activities within the Condominium or for so long as any Commercial Unit exists as part of the Condominium their use of parking spaces shall not be impeded or restricted. The prohibitions on parking contained in this section shall not apply to temporary parking of: (a) commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services; (b) any vehicles of the Declarant, or its affiliates or designees, used for construction, maintenance, repair, decorating, sales or marketing purposes; or (c) service vehicles operated in connection with the Condominium Association, or its management companies. Subject to Applicable Law, any vehicle, boat, motorcycle or trailer parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed or booted by the Condominium Association at the sole expense of the owner of such vehicle. The Condominium Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor shall it be guilty of any criminal act, by reason of such towing or booting. No Owner or occupant of a Unit shall park more than an aggregate total of three vehicles on the Condominium Property.

The Visitors parking space shall not be occupied by residents of the Building at any time. No vehicle shall remain parked in a visitor's space for longer than twenty four (24) consecutive hours, or more than seventy two (72) non consecutive hours in a seven (7) days period.

23. **Unit Maintenance.** Each Unit Owner must undertake or must designate a responsible firm or individual to undertake his general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining the exterior appearance of the Unit and the Limited Common Elements appurtenant thereto, safeguarding the Unit and the Limited Common Elements to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixed items on balconies and terraces, and repairing the Unit and the Limited Common Elements in the event of any damage therefrom. An Owner may designate a firm or individual to perform such functions for the Owner, but such designation shall not relieve the Owner of any responsibility hereunder. The name(s) and addresses of such firm or individual must be furnished to the Condominium Association. The designation of such firm or individual shall be subject to the approval of the Condominium Association.

24. **Hazardous Substances.** No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Residential Unit, Limited Common Elements appurtenant thereto or Common Elements except such as are generally used for normal household purposes. No electric, gas, charcoal barbecue or other cooking devices, or outside cooking is permitted on any patio or balcony. Without limiting the generality of the foregoing, such prohibitions shall not apply to the Commercial Units that utilize such hazardous substances in the ordinary course of business provided however, the Owners of occupants of such Commercial Units has obtained all requisite governmental approvals.

25. **Mold Prevention.** No Owner of a Residential Unit shall install, within such Unit, its Limited Common Elements appurtenant thereto or upon the Common Elements and/or Association Property, non-breathable wall-coverings or low-permeability paints. Additionally, any and all build-in casework, furniture, and or shelving with a Residential 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. Further, all Owners of Residential Units, whether or not occupying such Unit, shall continuously run the air conditioning system to minimize humidity in the Unit. While the foregoing is intended to minimize the potential development of mold and other micro toxins, the Developer does not make any representations or warranties regarding the existence or development of molds or micro toxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of molds, mildew, spores, fungi and/or other micro toxins.

26. **Hurricane Protection.** No type of hurricane protection may be installed in or around the Residential Units and the Limited Common Elements appurtenant thereto. Notwithstanding the foregoing, if and to the extent that the Act gives Unit Owners the right to install hurricane shutters, any proposed hurricane shutters or other hurricane protection shall be approved by the Condominium Association, and shall be installed or affixed in a manner approved by the Condominium Association. All hurricane shutters and similar equipment shall be kept in an open position except during period of hurricane or tropical storm watches or warnings. Upon issuance of an official hurricane warning, each Residential Unit Owner shall take all actions necessary to prepare his/her Unit for any such hurricane which shall include (I) removing all objects from balconies and terraces which will not be secured or otherwise protected, and (II) complying with all rules and regulations which may have been adopted by the Condominium Association from

time to time. No hurricane or storm shutters or other hurricane protection shall be permanently installed on any structure in a Residential Unit, the Limited Common Elements appurtenant thereto or Common Elements, including accordion shutters, unless first approved in accordance with Section 9 of the Declaration of Condominium.

27. Play Equipment, Strollers, Etc. Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall not at any time be left in the hallways or other Common Elements or in the Limited Common Elements (including balconies, terraces and patios).

28. Insurance Rates. Nothing shall be done or kept in the Common Elements or within the Units or the Limited Common Elements which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Units, or on the Limited Common Elements or Common Elements, which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

29. Association Access to Residential Units. In order to facilitate access to the Residential Units by the Condominium Association for the purposes enumerated in Section 11 of the Declaration of Condominium, it shall be the responsibility of all Residential Unit Owners to deliver a set of keys to their Residential Unit to the Condominium Association to use in the performance of its functions. No Owner shall change the locks to its Residential Unit without so notifying the Condominium Association and delivering to the Condominium Association a new set of keys to such Residential Unit.

30. Use of Residential Limited Common Elements. In order to preserve the community and congenial values of the Residential Units, neither the Owners of Commercial Units nor their tenants, occupants, guests and/or invitees shall be permitted to use the Residential Limited Common Elements. Nothing herein shall prohibit the Owners of Commercial Units or their tenants from using any other commonly used facilities in the Condominium including, without limitation, the Parking Areas.

31. Documents. Each Owner shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing the Declaration and any other declarations and documents, and any modifications thereto, to any purchaser or grantee of their Unit. Notwithstanding the foregoing, in the event of loss or damage to the documents they may be obtained from the Association upon payment of the actual cost for preparing and furnishing the documents to any owner requesting them.

32. Employees of Unit Owners. Domestic employees of Unit Owners are required to enter the Building only through designated entranceways, may use the service elevator and may not use the recreational amenities.

33. Use of Employees. Employees of the Condominium Association are not to be engaged by Unit Owners during such employees' working hours, for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through a management company engaged by the Condominium Association, if any, shall be solely responsible for directing and supervising the Condominium Association's employees.

34. Liability for Damage. Unit Owners are liable for any damage caused by them, their family members, tenants or guests to the Common Elements.

35. Liability for Repairs. A Unit Owner shall be jointly and severally liable with his tenant for any amount which is required to affect repairs or replacements to the Common Elements caused by the tenant. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, the provisions of the Declaration and these Rules and Regulations. This Rule shall also apply to subleases of Units and assignments of leases.

36. Use of Recreational Facilities. The Fitness Center, Internet Café and Clubroom, are open from 6:00 a.m. through 12:00 a.m. The Billiard Room is open only upon request, from 9:00 a.m. to 11:00 p.m. Proper identification will be required. The pool is open from dawn to dusk. Barbeque grills are available for the use of all resident on first come first serve basis. Only two guests per residents will be permitted in the amenities, except otherwise approved by the Board of Directors or their representatives. The clubroom is available for private social events upon reservation, under the conditions stated in the reservation agreement.

Except to the extent the Recreational Facilities are actually constructed and in order to preserve the community values of the Residential Units neither the Owners of Commercial Units or their tenants, occupants, guests and/or invitees shall be permitted to use such Recreational Facilities for their intended purpose. Nothing herein shall prohibit the Owners of Commercial Units or their tenants, occupants, guests and/or invitees from using any other commonly used facilities in the Condominium including without limitation, the Parking Areas.

37. Rules and Regulations. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all future rules and regulations which be adopted from time to time, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Condominium 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. In addition to all other remedies, in the sole discretion of the Board of Directors of the Condominium Association, a fine or fines may be imposed upon a Unit for the failure of an Owner, its occupants, licensee or invitee, in an amount not to exceed that allowed by the Act as same may be amended from time to time to comply with any covenant, restriction, rule or regulation herein or in the Declaration, By-Laws or Rules and Regulations, provided the following procedures are adhere to:

a. Notice. The Condominium Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed.

b. Hearing. The Unit Owner or tenant shall be afforded an opportunity for a hearing after reasonable notice to the Unit Owner or tenant of not less than 14 days, which 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 and Regulations which have allegedly been violated, and (III) a short and plain statement of the matters asserted by the Condominium Association. The Unit Owner or tenant shall have an opportunity to respond, to present evidence, and to provide written and 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 Condominium Association. The

hearing must be held before a committee of other Unit Owners. At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Committee so determines, it may impose such fine as it deems appropriate by written notice to the Unit Owner or tenant. If the Committee does not agree with the fine, the fine may not be levied.

c. Fines. The amount of any fine shall be determined by the Condominium Association and shall not exceed \$100.00 per violation.

d. Violation. Notwithstanding paragraph c) above, 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.

e. Payment of Fines. Any fine imposed by the Board shall be due and payable within ten (1) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after written notice of the Committee's decision at the hearing.

f. Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

g. Non-exclusive Remedy. These rules and regulations shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Condominium Association may be otherwise legally entitled, however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Condominium Association may otherwise be entitled to recover by law from such Owner or occupant.

38. Effect on Developer. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer except that the Developer shall be subject to the requirement that the prior written approval of the Condominium Association be obtained for leases of Residential Units set forth in Rule 2 and to the pet restrictions set forth in Rule 4. The Developer shall also be subject to any restrictions on the type of vehicles allowed to park on the Condominium set forth in Rule 19, however, the Developer and its designees shall be exempt from any such restrictions if the vehicle is engaged in any activity relating to construction, maintenance or marketing of the Units. All of these rules and regulations shall apply however, to all other Owners and occupants even if not specifically so stated in portions hereof. In enforcing its rights hereunder, the Developer shall also be entitled to bring an action and recover sums due for damages, injunctive relief, or any combination thereof, and the Developer shall be entitled to recover all legal fees and expenses incurred in connection with any such action.

39. Effect on Commercial Units. Without limiting the foregoing no amendment may be adopted to the Declaration, the Articles, the By-Laws or any rules and regulations governing the Condominium Property (other than an amendment adopted by the Developer alone pursuant to any reserved rights it may have under this or any other documents) which would eliminate, modify, prejudice, abridge or otherwise adversely affect any right, benefits, privileges or priorities granted or reserved to the Commercial Unit Owners, without the consent of at least 80% of all voting interests in the Condominium.