

VILLA PALMS CONDOMINIUM

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the condominium property, the Common Elements, the Limited Common Elements, the Condominium Units, and the condominium in general shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the By-Laws of the Association. Violations may be remedied by the Association as provided in the Declaration of Condominium, by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

A. Violations should be reported to the Board of Directors or to the Officers of the Association or to any designees thereof.

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

C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

D. Unit Owners are responsible for compliance with these Rules and Regulations by their guests or lessees.

2. NOISE: Unless expressly permitted in writing by the Association, no floor covering shall be installed in the Unit, other than carpeting, ceramic tile, natural stone, composite or other hard surfacing similarly installed by the Developer. Noise emanating from a Unit shall not be audible outside of such Unit.

3. OBSTRUCTIONS: Sidewalks, entrances, driveways, passages, patios, courts, stairways and all Common Elements shall be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium Property, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in a Condominium Building without similar approval. No radio or television aerial or antenna or other apparatus for the transmission of television, radio or other signals of any kind shall be attached to or hung from the Common Elements or Limited Common Elements of the Condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

4. DESTRUCTION OF PROPERTY: Neither Unit Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium Property. Unit Owners shall be financially responsible for any such damage.

5. EXTERIOR APPEARANCE: The exterior of the Condominium and all other areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association except for the respectful display of one (1) portable, removable United

States flag. No awnings, window guards, light reflective material, ventilators, fans or air conditioning devices shall be used in or about the Condominium Property except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Unless approved by the Association, exterior hurricane shutters are not permitted, as all windows and doors within the Condominium are constructed with hurricane resistant impact glass. Installation of drapes or curtains visible from the exterior of the Unit shall have neutral colored liners, which liners must be approved by the Association.

6. CLEANLINESS: All garbage and refuse shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposers shall be used in accordance with instructions given to the Unit Owner by the Association. All refuse, waste, bottles, cans, etc., shall be securely wrapped in plastic garbage bags. Nothing shall be thrown from any window within a Unit.

7. BALCONIES: Plants, pots, satellite dishes, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or on terraces. No objects shall be hung from balconies, patios or window sills, except for the respectful display of one (1) portable, removable United States flag. No cloth, clothing, rugs or mats shall be hung open or shaken from windows, doors and balconies or terraces. Unit Owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit Owners shall not throw cigars, cigarettes or any other object from balconies or terraces. No cooking shall be permitted on any balcony or terrace of an apartment. Unit Owners shall not allow anything to be thrown or to fall from windows, doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces. No balconies may be enclosed or screened, without the prior written consent of the Board of Directors of the Association. No carpeting, fabric or artificial turf shall be installed on balconies.

8. STORAGE AND GARAGE AREAS: Unit Owners are responsible to see that nothing is placed in the storage areas and garage areas which could create a fire hazard; that would be subject to being infested; or that would be subject to spoilage.

9. EMERGENCY ENTRY: In case of any emergency originating in or threatening any dwelling, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

10. BICYCLES: Bicycles must be placed or stored within Units, or in the designated areas of the Condominium.

11. PLUMBING: Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags, animals or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

12. SOLICITATION: There shall be no solicitation by any person anywhere in the Condominium for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

13. EMPLOYEES: Employees of the Association and employees of any management firm shall not be sent away from the Condominium Property by any Unit Owner, at any time, for any purpose except in the Unit Owner's capacity as an officer or director of the Association. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm.

14. COMMERCIAL PROHIBITION: No Unit may be occupied or used for any commercial or business purpose.

15. COMMON FACILITIES: Unit Owners are requested to co-operate with any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

16. HURRICANE PREPARATIONS:

Each Unit Owner or lessee who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by:

A. Removing all furniture and plants from his patio or balcony.

B. Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage and furnish any management firm or other designee with the name of such firm or individual. The designated firm or individual shall contact any management firm or other designee for permission to install or to remove hurricane shutters.

C. Hurricane shutters may be used upon the issuance of a hurricane warning, and must be removed within 48 hours after the hurricane has abated.

17. GUESTS: Unit Owners and lessees shall notify any management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the Unit in the absence of Unit Owners or lessees.

18. SIGNS: No sign of any kind shall be erected by an Owner within the Condominium Property without the written consent of the Board of Directors. The Board of Directors or Developer shall have the right to erect signs.

19. PARKING AND GARAGES: Owners shall only park their personal vehicle(s) in the parking spaces assigned to their Unit. Unit Owners may park additional personal vehicles or those of their guests in the unassigned spaces that are designated as "guest" spaces, subject to such reasonable rules and regulations as the Board of Directors may adopt.

A. There is no guarantee that additional spaces will be available; and

B. Only personal vehicles shall be permitted to park overnight at the Condominium. Specifically, commercial trucks and vehicles, boats, recreational vehicles and busses are strictly prohibited from overnight parking at the Condominium.

20. AIR CONDITIONING OR FAN UNITS: Except as may be permitted by the Board or its designee, no window air conditioning unit may be installed in any Unit.

21. LIGHTING: Except for seasonal holiday decorative lights during the month of December, all exterior lights must be approved in accordance with Section 10 of the Declaration of Condominium of Villa Palms Condominium.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of Villa Palms Condominium, and the By-Laws of the Association.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these rules are to be reported to the Association which will call the matter to the attention of the violating Unit Owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.