

RULES AND REGULATIONS
OF
EMERALD GRANDE EAST CONDOMINIUM ASSOCIATION, INC.

Pursuant to the authority vested in the Board of Directors of Emerald Grande East Condominium Association, Inc. ("Association"), the following rules and regulations of Emerald Grande East Condominium ("Condominium") have been adopted by the Board of Directors of the Association ("Board") to govern the use of the Condominium Property ("Condominium Property") as defined in the Declaration of Condominium. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Declaration of Condominium. These Rules and Regulations do not apply to the Developer.

A. Rules and Regulations.

1. The rules and regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements and the Condominium Units shall be deemed in effect until amended by the Board and shall apply to and be binding upon all Owners. Owners shall, at all times, obey these rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

2. The use of the Units shall be consistent with applicable laws, and the restrictions set forth in the Declaration, the Community Declaration, the Towers Declaration, the Articles, and Bylaws. Each of the Units shall be occupied only as a residence by an Owner and his guests, and for no other purpose. Occupancy of each Unit shall be limited to no more than: (a) __ persons per one bedroom Unit; (b) __ persons per two bedroom Unit; (c) __ persons per three bedroom Unit; and (d) __ persons per four bedroom Unit. No immoral, improper, offensive or unlawful use may be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction will be observed. Use of the accommodations and the recreational facilities of the Condominium is limited solely to the personal use of Owners, their guests, invitees and lessees and for recreational uses by corporations and other entities owning Units. Use of Units or the recreational facilities for commercial purposes or any purposes other than the personal use described in this Section 2 is expressly prohibited. "Commercial purpose" includes, but is not limited to, use by an Owner that the Board, in its reasonable discretion, could conclude constitutes a commercial enterprise or practice; provided, however, that "commercial purpose" does not include rental of the Unit. This Section 2 does not apply to the Developer and its designees.

3. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner and shall be kept free and clear of all rubbish, debris, and unsightly materials. Expenses and costs of repair resulting from destruction or damage caused to a Common Element or to a Limited Common Element shall be at the expense of the responsible Owner. Entrances, passages, vestibules, stairways, corridors, halls and/or all other areas intended for common use must be kept open and may not be obstructed in any manner. Rugs or mats, except those either permitted or placed by the Association, must not be placed outside of doors in corridors. No sign, notice or advertisement may be inscribed or exposed on or at any window of a Unit or any part of the Condominium Property, except such as has been approved in writing by the Association; nor may anything be projected out of any window in the Condominium Property without similar approval. All personal property of Owners must be stored within the Unit.

4. Owners and occupants of Units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers, etc., so as not to disturb other persons or parties occupying Units.

5. No towels, garments, rugs, etc., may be hung from the windows, balconies or other portions of Units. No towels, garments, rugs, etc., may be dusted from the windows, balconies or other portions of the Units. Rugs may be cleaned within the Units and not in any other portion of the Condominium Property.

6. All garbage and trash shall be deposited in the disposal installations provided for such purposes. All Common Elements are to be kept free for their intended use, and will in no event be used as storage areas, either on a temporary or permanent basis.

7. No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install machines or air conditioning units, etc., that may affect the exterior of a Unit in any manner, except as authorized in writing by the Board. Furthermore, no Owner may decorate or alter any part of a Unit so as to affect the appearance of the Unit from the exterior. Such decoration or alteration includes, but is not limited to, painting or illumination of the exterior of a Unit, display of plants or other objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments, draperies, window

shades, screen doors and lights. The Board has the sole discretion, which may be based on aesthetic principles only, to determine compliance with this provision. Notwithstanding the foregoing, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful manner portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

8. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to the other Owners or occupants, or which may be injurious to the reputation of the Condominium or the Condominium Property.

9. Nothing shall be done in any Unit or in, on or to the Common Elements or the Limited Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings, except with the prior written approval of the Board.

10. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance on the buildings or contents thereof without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law.

11. Owners and their guests shall, at all times while on the Condominium Property, act in an orderly manner without creating disturbing noises or being a nuisance to the other Owners. Owners are at all times responsible for the general conduct of their guests. The cost of repair and/or replacement for damage to Common Elements, Limited Common Elements, or personal property caused by any Owner or their guest shall be strictly enforced against the Owner who caused such damage or Owner whose guest caused such damage.

12. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property by any person without the written consent of the Board. No grilling or barbecuing is permitted on the balconies or porches of Units. Balconies may be used only in the usual manner, except as hereinafter restricted, but in no event as an area for storage. Articles of clothing, linens, towels, etc., may not be hung or draped from rails, window sills or outdoor furniture. Articles such as, but not limited to, bicycles, hanging flower pots, planters, seasonal decorations, etc. shall not be kept, placed or maintained on balconies. Feeding birds from balconies is prohibited. No material of any nature (water, sand, dirt, etc.,) may be pushed off the edge of any balcony. These materials must be swept into some type of container and removed. Only a damp mop, sponge, or similar tool may be used to clean a balcony floor of a Unit. No object may ever be thrown or otherwise allowed to fall from any balcony.

13. Parking is provided pursuant to the Community Declaration and the Towers Declaration; however, in addition to the restrictions governing parking contained in the Declaration and these Rules, the Garage Owner may pass additional rules and regulations governing parking.

14. Only Owners and their tenants are allowed pets and then only in accordance with the Community Declaration. Guests (excluding any tenants) are specifically prohibited from bringing pets onto the Condominium Property.

(a) Pets MUST be kept on a leash at all times, and Owners are responsible to remove pet excrement from grounds.

(b) Pets shall not be left unattended on any portions of Common Elements or Limited Common Elements of the Condominium Property.

(c) Any Owner who keeps a pet(s) in a Unit shall be required to have the Unit treated on a monthly basis by a professional pest control company pursuant to the procedures set forth in Article XII of the Declaration, and the costs associated with such service shall be charged to the Owner as a Common Expense.

15. Maintenance assessments that are unpaid for over ten (10) days after the due date shall include, in addition to interest (as provided for in the Declaration), the greater of five percent (5%) of each installment or Twenty-Five and No/100 Dollars (\$25.00) as a late charge.

16. All Units may be leased or sublet as frequently as on a daily basis.

17. All Owners are required to utilize such underlayments as the Board shall designate in any areas of a Unit where ceramic tile, marble, wood flooring, parquet, or any other hard surfaces are to be used.

18. Proper attire must be worn in the Common Elements and Limited Common Elements at all times by Owners and their guests.

19. The temperature and humidity of each Unit shall be maintained by the Owner of such Unit at a level such as to reduce mold, mildew, and damage resulting from humidity to the Unit.

20. The Owner may only install neutral colored draperies or neutral colored blinds in the Unit. The Owner shall be prohibited from obscuring glass in the Unit.

21. No sign, nameplate, signal, advertisement, or illumination shall be inscribed or exposed on or at any window, door, balcony, or terrace of any Unit without the express prior written consent of the Board, except by Developer.

22. Elevators should be used for the purposes intended and should be kept free of trash.

23. The use, storage, or discharging of fireworks on Association property is prohibited.

24. Bicycles are permitted on the premises. Bicycle owners will be solely liable for their conduct, and for any personal injuries or property damages sustained as a result of their operation. Due to local fire department regulations, bicycles cannot be left unattended in the corridors and walkways. Bicycles, scooters, strollers, or other velocipedes or similar vehicles may not be stored on any balcony or in any Common Element, except in an area, if any, as has been designated by the Board.

25. Solicitation, whether verbal or by the distribution of forms or other papers or documents, is not permitted on the Condominium Property.

26. In the event an evacuation order is made by the appropriate state or county authorities, whether voluntary or mandatory, the Board may implement an emergency plan in order to protect all Owners, the Condominium Property and the Association Property, and will notify Owners of such an emergency plan. The emergency plan may require that all Owners vacate the Condominium Property and the Association Property and find safer alternate accommodations at Owners' sole expense. All owners must adhere to the Board's emergency plan.

27. In case of emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board, the Management Company or any other person authorized by them, has the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry may be immediate, and to facilitate entry in the event of any such emergency, the Association or its designee is entitled to retain a key for each Unit.

28. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, on stairways, or other common areas which would cause an obstruction. Reasonable supervision by parents or guardians must be exercised at all times when children are on the Condominium Property.

29. With the exception of those areas specifically designated for use by Owners, Owners are not permitted on the roof of any building within the Condominium Property for any purpose without the express approval of the Board or Management Company.

30. Employees and/or agents of the Association or Management Company, and employees and/or agents of the Developer's on-going sales program, may not be sent off the Condominium Property by any Owner or authorized user at any time for any purpose. No Owner or authorized user may direct, supervise or in any manner attempt to assert any control over the employees of the Management Company or the Association. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Management Company for proper resolution. Employees or agents of the Management Company is permitted to enter Units for maintenance and repairs during reasonable hours.

31. Complaints regarding the service of the Condominium may be made in writing to the Management Company, as long as the Management Contract remains in effect, and if the Management Contract is no longer in effect, to the Board.

32. Payment of maintenance fees, special charges, and fines may be made at the office of the Management Company, as designated in the Management Contract. Payments made in the form of checks may be made to the order of such party as the Management Company designates.

33. Owners should, at all times, lock and secure their unattended motor vehicles parked or located upon the Condominium Property, and they should not leave any valuables in plain sight within or upon such vehicles. During their occupancy,

Owners should at all times lock and secure all doors, windows, balconies or other points of possible entry with respect to their accommodations (except when any such point of entry is in use by Owners or their guests or tenants).

B. Enforcement and Fines.

34. The Board may, pursuant to §718.303(3), *Florida Statutes*, impose fines in such reasonable sums as they deem appropriate, not to exceed One Hundred and No/ 100 Dollars (\$ 100.00) per violation, One Thousand and No/1 00 Dollars (\$ 1,000.00) in the aggregate, against Owners for violations of the Condominium Documents, including the rules and regulations, by Owners or their guests or lessees. Each day of continuing violation shall be a separate violation. No fine shall be levied until the Owner(s) has been given an opportunity for a hearing. The hearing must be held before a committee of other Owners. If the committee does not agree with the fine, the fine may not be levied. The procedure of the hearing shall be, at a minimum, as follows:

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

35. In the event of a violation of the occupancy limitations per residential Unit set forth in Section 2 of these rules and regulations, the Board shall provide the Owner of the Unit with written notice regarding such violation. If such violation is not remedied within three (3) days following the Owner's receipt of written notice, the Board shall have the right, in accordance with applicable law, to evict any persons in the Unit which exceed the occupancy limitation. In the event an Owner receives more than two (2) written notices from the Board regarding a violation of the occupancy limitations, the Board shall have the right to evict any and all of such Owner's guests. Nothing in this Section shall be construed to limit the Board's right to pursue any other remedies available to it pursuant to the Condominium Documents or applicable law.

C. Opportunity to Respond.

36. The party against whom the fine may be levied 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 Association.

D. Compliance with Documents.

37. All Owners and every guest of an Owner shall comply with all of the terms, conditions, covenants, restrictions, and limitations contained in the Condominium Documents.

E. Rule Changes.

38. The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property and to assure the comfort and convenience of Owners; provided, the same shall be subject to the restrictions on such changes, amendments or modifications set forth in the Declaration, the Articles, and the Bylaws.

F. Location for Posting Notices.

39. All notices of Owner meetings and meetings of the Board shall be posted in an area of the Condominium Property designated by the Board from time to time as the location for posting of such notices.