

SURFSIDE PALMS, A CONDOMINIUM
RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements, the Units and the Condominium (the "Condominium") shall apply to and be binding upon all Unit Owners. The Unit 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, persons for whom they are responsible and persons over whom they exercise control and supervision. 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 such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. **RULES AND REGULATIONS:**

- a. Violations should be reported, in writing, to the Board of Directors of the Association.
- b. Violations will be called to the attention of the violating Unit Owner or lessee by the Board of Directors.
- 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 by their guests or lessees with these Rules and Regulations.

2. **FACILITIES:** The Common Elements and/or facilities of the Condominium are for the exclusive use of Unit Owners, their lessees and their respective family members and guests. No guest of any Unit Owner shall be permitted to use the Common Elements and/or facilities of the Condominium unless accompanied by a Unit Owner or lessee or unless the guest has been registered with the Board of Directors. Any damage to the building, to the facilities or to the other Common Elements or equipment caused by any Unit Owner, lessee or their respective guests, contractors or invitees, shall be repaired at the expense of the responsible Unit Owner.

3. **NOISE:** Unless expressly permitted in writing by the Association, no floor covering shall be installed in the Units, other than any carpeting or other floor covering installed by the Developer. In any event, each Unit Owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the flooring shall be adequately sound-proof as approved in writing by the Association prior to any installation thereof. However, such sound-proofing shall be required only in the event that another Residential Unit lies directly below the floor of a Unit. For example, if a Unit consists of two levels, soundproofing of the floor of the second level shall not be required since the first level is contained within the same Unit. However, if another Unit is located beneath the first level of that Unit, the first level flooring must be sound-proofed. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 P.M. and 8:00 A.M. All other unnecessary noises, such as bidding good night to departing guests and slamming doors, between these hours should be avoided.

4. **OBSTRUCTIONS:** The elevators, the parking areas, all sidewalks, walkways, entrances, driveways, passages, patios, balconies, terraces, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radio or television aerials or antennae and no microwave transmission equipment shall be attached to, or hung from, the exterior of the Condominium or the roof thereon, except for installations constructed thereon by the Developer and/or by agents of the Developer.

5. **CHILDREN:** Children are not to play in the elevators, in the public halls, in the parking areas, on the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds.

6. **DESTRUCTION OF PROPERTY:** Neither Unit Owners, nor their family members, lessees, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit Owners shall be financially responsible for any such damage.

7. **EXTERIOR APPEARANCE:** The exterior of the Condominium and all 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. No awnings, exterior paint, exterior lighting, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about 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. No windows may be tinted without the prior consent of the Association and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off-white, black out type liners used, which liners must be approved by the Association. No television, microwave or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the Condominium, except for installations constructed therein by the Developer and/or by agents of the Developer. No balconies or terraces shall be screened or otherwise enclosed, painted, decorated or modified by any Unit Owner in any manner without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

8. **SIGNS:** There shall be no "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or the exterior of the Condominium, except for signs displayed by the Developer and/or by agents engaged by the Developer.

9. **CLEANLINESS:** All garbage and refuse from the Condominium 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 disposals shall be used in accordance with instructions given by the Association.

10. **WINDOWS:** Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows or terraces. No objects shall be hung from terraces or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors or terraces. Unit Owners shall remove all loose objects or movable objects from the terraces during the hurricane season. Unit Owners shall not throw cigars, cigarettes or any other object from doors, windows or terraces. Cooking shall not be permitted on balconies and terraces. However, cooking shall be permitted in the Common Elements in such areas as may be designated by the Association from time to time, if any. Unit Owners shall not allow anything to be thrown or to fall from doors, windows or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the Condominium from the doors, windows or terraces. No terraces may be enclosed except by the Developer.

11. **INGRESS AND EGRESS:** Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, on walkways or on staircase landings. No Unit Owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

12. **STORAGE AREAS:** Nothing shall be placed in the storage areas and/or storage rooms (if any) which would create a fire hazard or any other type of environmental hazard.

13. **BICYCLES:** Bicycles must be placed or stored in the designated areas, if any.

14. **ATTIRE:** Unit Owners, their lessees, their family members and guests shall not appear at or use the recreational facilities, except in appropriate attire. No bare feet are allowed in the lobby, on the stairways or at the parking areas.

15. **PLUMBING:** Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

16. **TRASH:** All refuse, waste, bottles, cans and garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers. Trash collection containers may be used only between 7:00 A.M. and 11:00 P.M.

17. **ROOF:** Unit Owners (other than the Developer and/or agents of the Developer), their lessees, their family members and guests are not permitted on any roof located at the Condominium, except in designated gazebo Common Elements or other roof areas especially designated for use by Unit Owners from time to time, if any.

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

19. **EMPLOYEES:** Except as may otherwise be permitted by the Association, employees of the Association shall not be sent out of the building by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association, at any time, for any purpose. No Unit Owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

20. **MOTOR VEHICLES:** No vehicle belonging to a Unit Owner, lessee, or to a member of the family or guest, tenant or employee of a Unit Owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit Owners, lessees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit Owners. No motor vehicle which cannot operate on its own power shall remain within the Condominium Property for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium Property. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicles.

Each parking space may be used only by the Unit Owner or the lessee of such parking space, except when the Unit Owner has given written permission for use (copy to Association) by another Unit Owner, lessee or guest. No Unit Owner or lessee or their respective family members, employees, servants, agents, visitors and licensees may park his vehicle in any parking space other than the parking space owned by such Unit Owner or in a parking space assigned to such Unit Owner in accordance with the Declaration. All vehicles shall be parked within the painted lines and pulled up close to the bumper. As a security measure, all automobile doors should be locked.

In the event decals are required to be affixed to each vehicle owned by or leased by a Unit Owner or lessee, while parked within the Condominium Property, then each vehicle owned by or leased by a Unit Owner or lessee shall bear the required decal, where designated by the Association on the vehicle, while within the Condominium Property.

Campers, recreational vehicles, and trailers may not be parked on the Condominium Property without the prior written approval of the Association. No vehicles owned by a Unit Owner and used for commercial purposes where the commercial use of the vehicle is obvious due to, for example and not by way of limitation, signage or wear and tear, may be parked on the Condominium Property at any time. Sports utility vehicles, motorcycles, vans and pick-up trucks owned by a Unit Owner and used for personal transportation may be parked on the Condominium Property without prior consent or approval.

21. **FIRE DOORS:** Unit Owners, lessees, and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations.

22. **HURRICANE PREPARATIONS:** Each Unit Owner or lessee who plans to be absent from the Condominium during any portion of the period between May 1 and November 30 of each calendar year must prepare the Unit prior to departure by designating a responsible firm or individual to care for the Unit during the Unit Owner's or lessee's absence in the event that the Unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or to remove hurricane shutters. If permission is given by the Board of Directors for the installation of storm shutters, then the approval shall be conditioned upon the Board of Directors also approving the quality of the storm shutters and the aesthetic appearance of the storm shutters. Storm shutters shall only be installed during hurricane "watch" and hurricane "warning" situations. Failure of a Unit Owner to prepare a Unit for a storm in accordance with

this provision may result in the assessment of a fine against such Unit Owner to offset the cost of any damage or liability incurred by the Association as a result thereof.

23. WATERBEDS: No waterbeds are to be brought into the Units for any purpose whatsoever.

24. PEST CONTROL: All Unit Owners and lessees shall permit employees of pest control companies employed by the Association, if any, to enter into the Units, at regularly scheduled times, to perform pest control services.

25. COOPERATION WITH BOARD OF DIRECTORS. All Unit Owners and lessees shall cooperate fully with the Board of Directors in effecting a coordinated move-in and move-out schedule including, but not limited to, use of the elevators for moving of furniture and furnishings.

26. CHILDREN: There are no restrictions upon children residing in the Units of this Condominium.

27. PETS: No pets or animals, weighing in excess of fifteen (15) pounds or which have not been house trained or any type of exotic pet or exotic animal shall be kept or harbored on the Condominium Property or within the confines of a Unit, without the prior written consent of the Association having been first obtained. Such consent may be given upon such conditions as the Board of Directors may direct, shall be only for the particular pet specified in the consent and shall be deemed provisional and subject to revocation at any time. Pets must be hand carried or leashed at all times when not within the Unit of the pet's owner. No pet or animal shall be maintained or harbored within a Unit that would create a nuisance to any other Unit Owner. A determination by the Board of Directors, in its sole discretion, that a pet or animal maintained or harbored within a Unit creates a nuisance, is a threat to the health and/or safety to any persons who may come onto the Condominium Property from time to time, including Unit Owners, their guests, tenants, licensees and invitees, or is exotic shall be binding and conclusive on all parties.

Notwithstanding the foregoing, however, in the event that a first-time Unit Owner purchasing from the Developer has a pet weighing in excess of fifteen (15) pounds at the time of execution of the Agreement of Purchase and Sale for the Unit, the consent of the Association shall not be required and the Unit Owner may keep said pet within the confines of the Unit, subject, however, to the prior written approval of the Developer and to all other rules and/or regulations in effect at the time pertaining to pets, until the death of that pet. Thereafter, if the Unit Owner desires to adopt a new pet, said Unit Owner shall be required to obtain the prior written consent of the Association and comply with all rules and regulations then in effect with regard to pets.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

SURFSIDE PALMS CONDOMINIUM
ASSOCIATION, INC.

By: _____
OSCAR SKLAR, President