

SCHEDULE "6"

FORT LAUDERDALE YACHT AND BEACH CLUB, A CONDOMINIUM

INITIAL RULES AND REGULATIONS

FORT LAUDERDALE YACHT AND BEACH CLUB
CONDOMINIUM ASSOCIATION, INC.

INITIAL RULES AND REGULATIONS

Under the condominium documents, the Board of Directors of Fort Lauderdale Yacht and Beach Club Condominium Association, Inc. has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of rules and regulations.

These initial rules and regulations may be modified, added to or repealed at any time by the Board. Any consent or approval given by the Association under these rules and regulations shall be revocable at any time, except for its approval of resales. These rules and regulations and all others hereinafter promulgated shall apply to and be binding upon all Unit Owners, family members, guests and Occupants. The Unit Owners shall at all times obey said rules and regulations and shall use their best efforts to see to it that they are faithfully observed by their families, guests, Occupants and other persons over whom they exercise control and supervision.

Said initial rules and regulations are as follows:

1. All sidewalks, entrances, passages, stairways, corridors, halls and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the Units; nor shall any bicycles, baby carriages, toys, wagons, shopping carts, chairs, benches, plants, tables or any other object of a similar type and nature be stored thereon. Children shall not play or loiter in halls, stairways or other public areas.
2. Exterior Unit doors must not be blocked or otherwise left open.
3. The personal property of all Unit Owners shall be stored within their Units.
4. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or the entranceways, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, terraces or balconies. Fire exits shall not be obstructed in any manner, and the Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.
5. No Unit Owner shall allow anything whatsoever to fall from the windows, balcony or doors of his Unit; nor shall he sweep or throw from his Unit any dirt or other substance into any of the corridors, halls or balconies, terraces, ventilators, or elsewhere in the building or upon the grounds.
6. The water closets, basins and other plumbing fixtures shall not be used for any purpose other than those for which they were designated; no sweepings, rubbish, rags or any other improper articles shall be thrown into them. Any damage resulting from misuse of such facilities shall be paid for by the Unit Owner.
7. Employees of the Association shall not be sent out of the building by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

MAX PEOPLE/UNIT

8. The maximum number of persons, including children, who may reside in a Unit shall be governed by local governmental zoning rules.

9. In the event the Association shall impose a fine pursuant to the Bylaws, the following procedure shall be followed:

FINES

(1) The party against whom the fine is sought to be levied must be given an opportunity for a hearing after reasonable notice of not less than 14 days. The notice must include:

(a) a statement of the date, time, and place of the hearing;

(b) a statement of the provisions of the Declaration, Bylaws, or rules that allegedly were violated; and

(c) a short and plain statement of the matters asserted by the Association.

(2) The party against whom the fine may be levied must have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved. The party must have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

*NOISES
LOUD MUSIC*

10. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, guests, and Occupants, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other Unit Owners and Occupants. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his Unit, in such a manner as to disturb or annoy other Occupants of the Condominium. All parties shall lower the volume as to the foregoing after 11:00 P.M. of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

KEYS

11. The Association shall retain a pass-key to all Units. In the event that the Unit Owner or the Occupant shall install a new lock, the Unit Owner shall provide the Association with an additional key for the use of the Association. 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 of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Except in the case of an emergency, entry will only be made after pre-arrangement with the respective Unit Owner or the Occupant of the Condominium Unit.

BBQ

12. No cooking, including barbecues or similar portable devices, shall be permitted on any Limited Common Element nor on the Condominium Property, except in such area, if any, designated by the Board of Directors of the Association.

IN WRITING

13. Complaints regarding the service of the Condominium shall be made in writing to the Association.

ONE 15TH

14. Payments of monthly assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of such party as the Association shall designate. Payments of regular assessments are due on the first (1st) day of each month, and if such payments are fifteen (15) days or more late, they are subject to charges as provided in the Declaration of Condominium.

PETS

15. Any Unit Owner or Occupant who maintains a pet in his Unit shall be subject to the following:

(1) The pet will not be allowed out of the Unit or building unless it is in the custody of the Unit Owner or Occupant and must be on a leash or carried at all times by the Unit Owner or Occupant.

(2) The pet will be walked only off the premises of the building and the pet will be curbed only in the street gutter.

(3) The Unit Owner or Occupant shall be liable for any damage to the building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc. caused by the Unit Owner's or Occupant's pet and the Unit Owner or Occupant agrees to pay all costs involved in restoring any damage to the original new condition.

PETS

(4) The Unit Owner or Occupant shall be financially responsible for any personal injury or personal property damage caused to any other Unit, Occupant, or Occupant of the building or any member of the public, by the Unit Owner's or Occupant's pet.

(5) The Unit Owner or Occupant shall put the pet out to board at his own expense should it become necessary because of a noise, barking or damage to the building or grounds or any reasonable complaints from other Unit Owners or Occupants in the building.

(6) No pet must be left unattended at any time on the Condominium Property.

(7) No pet is allowed in the pool and pool deck of the Condominium Property.

(8) The Unit Owner or Occupant owner must comply with the county or municipal animal control rules.

(9) Any Occupant before bringing a pet into his Unit must register the pet with the Association and shall pay a refundable damage deposit for payment of damages to the Unit or the Condominium Property.

(10) Only one pet shall be allowed in a Unit at one time.

COMMONS

16. Unit Owners are legally and financially responsible for the behavior, and any damages to the Common Elements, caused by themselves, their family members, guests, Occupants and persons who are on the Condominium Property because of such Unit Owner.

RULES POSTED
X OBSERVED

17. Rules as to the use of the recreation facilities shall be posted, and each Unit Owner as well as his family, guests, and Occupants shall observe all rules and regulations.

PARKING

18. In the event any rule or regulation heretofore set forth or hereinafter promulgated or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

19. Parking in assigned, unassigned or guest spaces shall be limited to passenger automobiles, passenger station wagons, van and trucks under 2-ton weight and which are not used for commercial use, motorcycles and golf carts. Commercial vehicles, motor homes, campers, boats, trailers, trucks over 2-ton weight and any and all vehicles or other objects not specifically stated herein shall not be permitted to be parked or stored on the Condominium Property without the prior written consent of the Association. This prohibition on parking shall not apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners or Occupants of

Units. All vehicles parked on the Condominium Property must be properly licensed and in operable condition.

20. Parents of children are advised that there is no lifeguard on duty at any time at the pool and all persons, including children, using the swimming pool do so at their own risk.

21. Parents are advised to warn their children to keep away from and do not play on the seawall or dock area; accordingly, the Association can not be responsible for injury or worse resulting from any person falling into the Intracoastal waterway.

22. Only authorized personnel of the Association shall be allowed in the electrical room, air conditioning pump room at the rear of the lounge or the maintenance shop. The equipment and controls located in these facilities are critical to the continued operation of the Condominium. Unauthorized entry can cause serious personal injury and damage to the Condominium.

23. The Board of Directors of the Association reserves the right to make additional rules and regulations as may be required from time to time. These additional rules and regulations shall be as binding as all other rules and regulations previously adopted.

24. Rules for the use of the storage areas shall be posted on the Condominium Property adjacent to the respective storage room or closet.

POOL @ OWN RISK

DECK @ OWN RISK

AUTHORIZED ONLY
IN MY ROOMS

BOARD CAN MAKE
NEW RULES

RULES FOR
STORAGE ROOMS