

ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV. LIMITATION OF LIABILITY

Notwithstanding the duty of the Management Firm and the Association to maintain and repair parts of the Condominium property, the Management Firm and Association shall not be liable for injury or damage caused by a latent condition in all the property, nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE XV. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition), shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration of Condominium, or these By-Laws.

ARTICLE XVI. LIENS

Section 1. **Protection of Property.** All liens against a Condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date of the lien attached. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents, or by law, whichever is sooner.

Section 2. **Notice of Lien.** A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. **Notice of Suit.** Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XVII. RULES AND REGULATIONS

Section 1. **As to Common Elements.** The Board of Directors, may, from time to time,

adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium, and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall, from time to time, be posted in a conspicuous place.

Section 2. As to Condominium Units. The Board of Directors, may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium unit(s), provided, however, that copies of such Rules and Regulations, prior to the time the same became effective, shall be posted in a conspicuous place on the Condominium property, and/or copies of same shall be furnished to each unit owner.

Section 3. Building Rules and Regulations. The building Rules and Regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors, and 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 and persons over whom they exercise control and supervision. Said building Rules and Regulations are as follows:

✓ 1. The sidewalk, entrances, passages, elevators, if applicable, vestibules, 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 premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be stored therein. Children shall not play or loiter in halls, stairways, elevators, or other public areas.

2. The personal property of all unit owners shall be stored within their Condominium units, or where applicable, in an assigned storage space.

3. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other article, be shaken or hung from any of the windows, doors, balconies, or exposed on any part of the common elements. Fire exits shall not be obstructed in any manner, and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material.

4. No unit owners shall allow anything whatsoever to fall from the window, balcony or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.

5. Refuse and bagged garbage shall be deposited only in the area provided therefore.

6. NO UNIT OWNER SHALL STORE OR LEAVE BOATS, TRAILERS, TRUCKS, COMMERCIAL VEHICLES OR MOTORCYCLES ON THE CONDOMINIUM PROPERTY.

7. Employees of the Association or Management Firm shall not be sent out of the building by any unit owner 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 Management Firm or Association.

8. Servants or domestic help of the unit owners may not gather or lounge in the public areas of the building or grounds.

9. The parking facilities shall be used in accordance with the regulations adopted by the Board of Directors. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than twenty-four hours, and no repair of vehicles shall be made on the Condominium premises.

10. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any screened porch may be determined by the Board of Directors, and a unit owner shall not place or use any item on a screened porch without the approval of the Board of Directors of the Association.

11. No unit owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owner shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, televisions, radio or sound amplifier, in his unit, in such manner as to disturb or annoy other occupants of the Condominium. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

12. No radio or television installation, or other wiring, shall be made without the written consent of the Board of Directors. Any antenna or aerial erected or installed on the roof or exterior walls of the building, without the consent of the Board of Directors, in writing, is liable to removal without notice and at the cost of the unit owner for whose benefit the installation was made.

13. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the Condominium unit or Condominium property, by any unit owner or occupant.

14. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building without the written consent of the Board of Directors.

15. No blinds, shades, screens, decorative panels, windows or door covering shall be attached to or hung, or used in connection with any window or door in a unit, in such a

manner as to be visible to the outside of the building, without the written consent of the Board of Directors of the Association.

16. The Association may retain a pass key to all units. No unit owner or occupant shall alter any lock or install anew lock without the written consent of the Board of Directors of the Association. Where such consent is given, the unit owner shall provide the Association with an additional key for use of the Association, pursuant to its right of access to the unit.

17. No cooking shall be permitted on any screened porch.

18. Complaints regarding the service of the Condominium shall be made in writing to the Board of Directors of the Association.

19. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any unit, except such as are required for normal household use.

20. Payments of monthly assessments shall be made at the Office of a Management Firm, if so designated in a Management Agreement. Payments made in the form of checks shall be made to the order of the Association or the Management Firm. Payments of regular assessments are due on the 1st day of each month, and if such payments are ten (10) or more days late, same shall be subject to late charges, as provided in the Declaration of Condominium.

21. Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by (a) - removing all furniture, plants and other objects from his screened porch prior to his departure; and (b) - designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

22. Food and beverage may not be consumed outside of a unit except for such areas as are designated by the Board of Directors of the Association.

Section 4. Conflict. In the event of any conflict between the Rules and Regulations contained herein, or from time to time amended or adopted, and the Condominium documents, or the Condominium Act, the latter shall prevail. Where required by the Condominium Act, any amendment to the Rules and Regulations herein shall be recorded in the Public Records of Palm Beach County, Florida, in the manner required by the Condominium Act.

ARTICLE XVIII. RECREATIONAL AREA AND FACILITIES

The use of the recreational area and facilities under the Long-Term Lease shall at all times be subject to such Rules and Regulations as the Lessor may establish from time to time in its sole discretion. Said recreational area and facilities shall only be used by the unit owners and those permitted by the Lessor, subject to the Rules and Regulations for said facilities. All children who are under such age as specified by the Lessor, must be accompanied by a responsible