

RULES AND REGULATIONS

OF

LAGO DE ORO CONDOMINIUM ASSOCIATION, INC.

In addition to the provisions of the Bylaws of LAGO DE ORO CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as "Association") and the Declaration of Condominium, the following Rules and Regulations, together with such additional rules and regulations as hereafter may be adopted by the Board of Administration ("Board of Directors") of the Association, shall govern the use of all Units located in LAGO DE ORO, A CONDOMINIUM and the conduct of all residents thereof whether the same are Unit Owners, approved lessees or the guests of Unit Owners and lessees. All capitalized words and terms herein shall have the same meaning as defined in Article IV of the Declaration.

1. **Residential Purposes Only**

Each Unit on the Condominium Property shall be used only for residential purposes and as a single-family private dwelling for the Unit Owner, members of his family, approved tenants and social guests and for no other purposes.

- (a) Family. For purposes of Article IV, Section 28 of the Declaration of Condominium, the term "Family" shall mean and be defined as one natural person or a group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household servants); or not more than three (3) adult persons not so related, who reside together as a single not-for-profit housekeeping Unit.

- (b) Use and Occupancy of Units.

- (1) Due to the restrictions as contained in the Declaration of Condominium relating to single-family use and occupancy of Units, Unit Owners, whether present or not, shall be allowed to have the following persons occupy the Unit; husband and/or wife; parents; children and grandchildren.
- (2) In the absence of the Unit Owner, guests may occupy the Unit with the prior written consent of the Association. Such visits are limited to a two (2) week period, twice in any calendar year.

2. Insurance Provisions. Unit Owners shall not permit or suffer anything to be done or kept in their Units, which will increase the rate of insurance or the insurance premiums on the Condominium Property.

3. Nuisance. Unit Owners shall not permit or suffer any unreasonable noise, disturbance or nuisance whatsoever on the Condominium Property which will obstruct or interfere with the rights of other Unit Owners; nor shall the Unit Owners commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

4. Compliance With Laws and Governing Documents. Unit Owners shall comply with all laws, orders and regulations of federal, state, county, municipal and other governmental authorities, and with the directions of any public officer pursuant to law, which shall impose any violation, order or duty upon the Unit Owners with respect to the Condominium Property or the use or occupancy thereof. The use of the Units shall be consistent and in compliance with existing laws, the provisions of the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and these Rules and Regulations.

5. Manager. The management of the Condominium Property shall be under the direct supervision of the Board of Directors or a manager contracted with for the purpose of managing the Condominium Project by the Association. The Board of Directors or manager, are hereinafter collectively referred to as "Manager." It shall be the Manager's responsibility to provide for the maintenance of the buildings and grounds located on the Condominium Property as well as to enforce these Rules and Regulations. No resident shall direct, supervise or in any manner attempt to assert control or authority over any employee of the Association. The Manager and his designated representatives shall have access to all Units for maintenance, repairs and replacement, as necessary, of any Common Elements and to otherwise prevent any damage to the Common Elements or other Units.

In all instances where a Unit Owner or approved lessee has tendered the keys to a particular Unit to another person, it is incumbent upon the Unit Owner or approved tenant to provide the Manager or, in his absence, his authorized representative with the name, telephone number and apartment number of such person.

In the event of an emergency whereupon, in the judgment of the Manager or his authorized representative, it becomes necessary to forcibly enter a Unit of the Condominium Property, the cost of any damage incurred in said property shall be borne by the particular Unit Owner where said damage took place.

6. Complaints and Grievances. Any and all complaints and grievances should be directed, in writing, to the Manager.

7. Obstruction of Common Elements. Common Elements shall not be obstructed, littered, defaced or misused in any manner whatsoever.

8. Amendments for Structural Changes. No structural changes or alterations shall be made in any Unit, unless the record owner of the units and all record owners of lien join in the execution of amendments and unless at least a majority of the record owners of all the units approve the amendment. Such prior consent of the Mortgagee may not be unreasonably withheld.

9. Advertisement Displays. No Unit Owner or occupant of a Unit shall display any advertisement or posters of any kind, in or on the condominium Unit or the Condominium Property except for the developer.

10. Noise. Owners and occupants of Units shall exercise care to regulate the use and occupancy of their Units and to minimize noises in the use of musical instruments, radios, television sets, amplifiers or other loudspeaker devices in said Units so as not to disturb the other persons occupying Units within the Condominium Property. None of these devices shall be operated between the hours of 11:00 p.m. and the following 8:00 a.m. in such a manner as same shall disturb or annoy other occupants of the Condominium Property.

11. Installation of Over-the-Air Reception Devices. The United States Federal Communications Commission, pursuant to the Federal Telecommunications Reform Act of 1996, has promulgated certain regulations regarding Over-the-Air Reception Devices (OTARDs), under Title 47 of the United States Code of Federal Regulations, § 1.4000. OTARDs include satellite dishes, wireless cable antennas, and television broadcast signal antennas. These Regulations preclude the Association from imposing certain restrictions upon the Unit Owner to erect or maintain OTARDs to the extent that such regulations or restrictions serve to impair the

reception of a reasonably clear signal. However, the Board of Directors is authorized to issue Rules and Regulations, by a majority vote, regulating such OTARDs, providing such Board adopted Rule and Regulation is not inconsistent with any Federal or State Law or Regulation. However, such law does allow and the Association hereby does impose the following restrictions on OTARD installation and maintenance:

- a. No Unit Owner may erect an OTARD on any Common Elements.
- b. Unit Owners may erect and OTARD on Limited Common
- c. No Unit Owner may erect an OTARD more than twelve (12) feet in height without obtaining the approval of the appropriate local building department confirming that such OTARD is erected in a safe manner.
- d. No Unit Owner may erect a satellite dish that exceeds one meter in diameter on any Unit.
- e. It is the intent of this provision that the Board of Directors retains the authority to issue further regulations of OTARDs in the event and to the extent that the Association's ability to regulate such OTARDs is challenged or increased by further actions of the United States Congress or the Federal Communications Commission.
- f. An OTARD or Qualifying Satellite Dish may not be located, attached and/or secured above the horizontal plain of the soffit nearest to the dish, and in no event higher than twelve (12') feet

from the ground level.

- g. Provided the following shall not materially affect reception, Qualifying Satellite Dishes shall be painted or colored to blend in with the surroundings. If the Qualifying Satellite Dish is attached to a building or other structure, the Qualifying Satellite Dish shall be painted or colored to match with the building colors. If the Qualifying Satellite Dish is secured to a pole or slab, the Qualifying Satellite Dish shall be painted or colored to match with the surrounding landscaping.
- h. Qualifying Satellite Dishes shall not be attached and/or affixed to a building or structure in a fashion that is inconsistent with applicable building codes or which fails to maintain the structural integrity and exterior finishes of the building.
- i. Unit Owners shall not permit their Qualifying Satellite Dishes to fall into disrepair or to become safety hazards.
- j. Unit Owners shall be responsible for Qualifying Satellite Dish maintenance and repair.
- k. Unit Owners shall be responsible for repainting or replacement of OTARDS if the exterior surfaces thereof deteriorate.
- l. OTARDS may not be used in any manner, which causes an increase in the cost of insuring, maintaining, repairing or replacing any portion of the Properties required to be maintained, repaired or

replaced by the Association.

These Rules and Regulations pertaining to OTARDS shall be deemed to be amended so as to conform to all Federal Laws, rules and court decisions as they may be amended from time to time.

12. Use of Patios. No owner or occupant of a Unit shall use the terrace or patio of a Unit for the drying of laundry or the airing of bedding, or in such other manner as shall alter the exterior appearance of said terrace or patio. Patios are not to be used for storage. No articles shall be placed on the outside windowsills or outside Patio railings. Burners and grills may not be used in patios; balconies.

13. Maintenance of Units. Each Unit Owner and the occupants of a Unit shall maintain the Unit in good condition and repair, including, but not limited to, all interior surfaces within or surrounding said Unit (such as the surfaces of the walls, ceilings, floors), whether part of the Unit or the Common Elements, shall maintain and repair the fixtures therein and shall pay for the costs of all utilities as are separately metered to his Unit. Expenses of maintenance and repair relating to the interior surfaces of the terraces and balconies of the Units shall be borne by and assessed against the individual Unit Owner.

14. Pets. Only Unit Owners may keep a pet in a Unit. A Unit Owner may not keep more than 1 pet at one time. Pets shall be kept under control at all times and will not be permitted to cause any unnecessary noise or disturbance. Tenants and guests shall not be permitted to have pets. The weight of such pet shall not exceed 25 pounds.

Notwithstanding the above paragraph, all pets must be registered with the Association. Prior to any Unit Owner keeping a pet within the Condominium Property, a majority of the

Board of Directors must approve each particular pet in writing, which approval shall not be unreasonably withheld. The right to keep said pets by any Unit Owner may be revoked at any time by the decision of a majority of the Board of Directors in the exercise of their sole judgment and discretion that the pet has become a nuisance to other Unit Owners. Upon such revocation, the Unit Owner shall forthwith remove the pet from the Unit. The Unit Owner have no recourse against the Association or members of the Board of Directors for any decision made regarding the removal of pets from the Unit.

During such time when a pet is housed in a Unit, the Unit Owner will be required to indemnify and hold the Association harmless against any and all claims, liabilities, demands, debts, obligations, costs and expenses which may be sustained by or asserted against the Association and the members of its Board of Directors by reason of acts of said pets committed in or about the Condominium Property, and the Unit Owner shall also be responsible for the repair of all damage resulting from acts of said pet and must use proper scoopers to clean after the pet.

15. Trash Areas. Trash areas must be kept clean at all times. In addition, trash must be securely wrapped and/or bagged, and it is suggested that plastic disposal bags be used for this purpose, thus eliminating odors and damage.

16. Vehicles Permitted. Garages and Parking Spaces.

- (a) Residents must park their cars and other motor vehicles only in designated garages. All parking spaces outside the assigned parking spaces not subject to a Unit shall be under the control and supervision of the Association and may be used by the Unit Owners, their guests and invitees subject to these Rules and

Regulations and those as may be further promulgated by the Association.

Assigned parking spaces shall be free of debris and may not be used as storage.

Unit owners are required to park a vehicle in their garage prior to using any of the parking spaces available for additional cars and visitors cars. Use of garages or storage spaces or any other uses other than parking vehicles is in violation of these rules and may be subject to a fine. Garage doors are to stay closed except at times of entry and exit.

- (b) No boat trailers, or other trailers, commercial trucks and vans, campers, mobile homes and other commercial vehicles, other than private passenger cars, pick-up trucks and sport utility vehicles may be parked upon the Condominium Property. Motorcycles may be parked on Condominium Property with the prior consent of the Board of Directors, which consent shall not be unreasonably withheld. Vehicles necessary to the maintenance and management of the Condominium by the Association are exempted from the provisions contained herein.
 - (c) Unit Owners may not park a vehicle weighing more than two and one half (2 ½) tons on their property. Boats and trailers owned by Unit Owners are not permitted.
 - (d) Illegally parked cars may be towed away at the owner's risk and expense. Compliance with designated speed limits will be strictly enforced.
 - (e) No junk, inoperable vehicles or those without current registration plates may be parked on any portion of the Condominium Property.
17. Children. Children will be the direct responsibility of their parents or legal

guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other provisions of the Declaration and Bylaws of the Association. Children's toys and bicycles are to be stored within Units or the appurtenant garage and not in open parking areas, the Common Elements or other Condominium Property.

18. Specific Rules and Regulations Regarding Sale or Lease of Units. Although detailed rules have been outlined in the Declaration regarding sale or lease of Units, several specific Rules and Regulations are also provided for herein:

- (a) No Unit Owner may sell or lease his apartment without first giving written notice to the Board of Directors of the Association and without first obtaining the written approval of a majority of the Board of Directors.
- (b) Lease of a Unit shall not release or discharge the Unit Owner from compliance with any and all of his obligations, duties and responsibilities as a Unit Owner and a member of the Association.
- (c) Notice is hereby given that, if any Unit Owner contemplates selling or leasing his Unit, it is necessary that he obtain a confidential information form from the Board of Directors. This form must be filled out in every detail by the prospective purchaser or tenant, giving all the information requested. After completion, this form must then be sent to the attention of the Board of Directors for processing, together with a check for the established fee. All applicants for purchase or rental of a Unit may be required to appear before a screening board. If the application is denied, no reason need be given to the applicant, and no return of the processing

fee need be made.

- (d) In the event of an approved sale of a Unit, the Association will issue a Certificate of Approval, in recordable form. Prospective tenants must also be approved by the Board of Directors, prior to occupancy.
- (e) Before issuing the Certificate of Approval or approving a tenant, the Board of Directors may request an interview with the prospective buyer or tenant of a Unit.
- (f) To defray the cost of investigation, processing of forms and recording, an assessment of \$50 will be made against the seller of a Unit, payable to the Association. An assessment of \$50 will be made against an owner wishing to lease his Unit in accordance with the provisions of the Declaration of Condominium. The term of lease must be a minimum of seven (7) months in length. No tenant is permitted to sublet.
- (g) Tenants of any Unit shall not be permitted to have pets of any kind.
- (h) All provisions of the Declaration of Condominium, as amended, the Articles of Incorporation, as amended, Bylaws, as amended, and the Rules and Regulations of the Association pertaining to the use and occupancy of the condominium shall be applicable and enforceable against any and all persons occupying a Unit as a tenant to the same extent and effect as against the Unit Owners.

19. Specific Rules and Regulations Regarding Assessments and Fines.

- (a) Maintenance and Assessment payments are due on the first of every month, payable in advance, to the Association. No statement shall be sent, as this would incur an unnecessary expense of the Association. In addition, fines may be levied

by the Board of Directors for violations of any of the Rules and Regulations contained herein, or adopted from time to time by the Board of Directors. Special Assessments, Capital Improvement Assessments may also be levied in conformance with the Declaration.

- (b) The Association shall have a lien against each Unit for any unpaid Assessments, special Assessments if and when such charges are not paid by the 10th day of the particular month in which said payments are due. All such liens may be foreclosed by suit filed in the name of the Association.

20. General Rules and Regulations.

- (a) Unit doors are the responsibility of the Unit Owner and must be kept clean at all times.
- (b) Fire regulations do not permit open fires in Units except when fires are contained in fireplaces.
- (c) Cigarette receptacles shall not be used for trash items.
- (d) All storm shutters or other allowable enclosures of any patio and window shall be of such a material, design and color which is in keeping with the architectural design, integrity and color coordination of the exterior of the Condominium buildings, and shall be approved by the Board of Directors.
- (e) Unit Owners shall not permit rubbish, refuse or garbage to accumulate in the vicinity of the Units, nor permit any fire hazard to exist.
- (f) Unit Owners, tenants and their guests shall not at any time enter upon the roof of the building.

- (g) Unit Owners shall be responsible for the acts and conduct of their guests and tenants. Owners shall advise such guests and tenants of these Rules and Regulations and shall require them to comply herewith.
- (h) Any complaints, comments or suggestions as to the operation or maintenance of the Condominium Project and/or building should be in writing and given to the Manager and such must be signed by the owner.
- (i) No Unit Owner or occupant is authorized to reprimand or give orders to any other Unit Owner, guest, tenant or employee of the Condominium.
- (j) Complaints concerning misconduct, poor decorum or infractions of the regulations should be reported to the Manager.
- (k) No additions to, changes in, or deletions from the landscaping and structure of this development may be made without prior approval from the Board of Directors.
- (l) The sidewalk entrances, passages, elevators, if applicable, vestibules, stairways, corridors, halls, and all of the Common Elements must not be obstructed by shopping carts, chairs, benches, tables or any other object of a similar type nature, or encumbered or used for any purposes other than ingress and egress.
- (m) The personal property of all Unit Owners shall be stored within their Units, or where applicable, in assigned storage space.
- (n) No garbage cans, supplies, milk bottles or other articles shall be placed in the Common Elements, nor shall any linens, cloths, clothing, including bathing suits and towels, curtains, rugs, mops or laundry of any kind or other articles, be

shaken or hung from any of the windows, doors, terrace or patios 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.

- (o) Refuse and bagged garbage shall be deposited only in the area provided therefore.
- (p) No Unit Owner or lessee shall direct, supervise or in any manner attempt to assert any control over the employees of the Manager or the Association.
- (q) No inflammable, combustible or explosive fluid, chemical or substance, shall be kept in any Unit or within Common Elements or storage areas, except such as are required for normal household use.
- (r) Each Unit Owner who plans to be absent from his Unit during the hurricane seasons must prepare his Unit prior to his departure by:
 - (i) Removing all furniture, plants and other objects from his balcony; and
 - (ii) Designating a responsible firm or individual, if other than the Manager, to care for his Unit should the Unit suffer hurricane damage, and furnishing the Manager with the name of such firm or individual. Such firm or individual shall contact the Manager for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Manager.
- (s) The Board of Directors reserves the right to make additional Rules and Regulations as may be required from time to time without consent of the Association and its members. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

- (t) No person may enter upon the roof of any building on the Condominium Property. Sunbathing and work of any kind is not permitted on the roof or in any parking area.
- (u) Unit Owners and lessees are reminded that they are responsible for their actions, the actions of their children and their guests, and will be held responsible for any misbehavior or any damages to property or for failure to obey the Rules and Regulations.
- (v) There shall be no soliciting anywhere in the complex for any reason, cause, charity or purpose whatsoever except as provided herein. A small notice on the bulletin board of a building, or on any community bulletin board at the recreation facility, if applicable, regarding the charity and a request that people contribute to the charity if they are interested in contributing is permitted.

21. Units Owned by Corporations. Due to the restriction on single-family use of Units, Units owned by corporations must designate a natural single family who will use and occupy the Unit. This designation may be changed a maximum of once per calendar year. All designations shall be on forms promulgated by the Association, and subject to approval of the Association, which approval shall not be unreasonably withheld.

22. Compliance with Rules and Regulations. Each Unit Owner and each tenant and guest of the Unit Owner shall comply with and abide by all the above Rules and Regulations and also such Rules and Regulations as may hereafter be adopted from time to time the Board of Directors. Notwithstanding any of the above Rules and Regulations, the Board of Directors has the authority, under special circumstances, and in its sole discretion, to grant exceptions to these

Rules and Regulations, provided same are approved in writing by a majority of the Board of Directors. Additionally, the Board of Directors reserve the right to change or revoke the existing rules and make such additional Rules and Regulations from time to time in conformance with Article XVIII, Section 22 of the Declaration, as shall be deemed necessary or desirable for the safety and protection of the Condominium buildings or their occupants.