



The Preserve Town Homes Condominium Association, Inc.

Application for Occupancy

Sales or Lease of Unit

The following is a checklist guideline to assist buyers in a smooth transition when planning to buy or lease a property at The Preserve Town Homes Condominium Association, Inc. Please contact your property management company, FirstService Residential, if questions arise or if there should be a need for clarification.

Application packages must be submitted to FirstService Residential, not less than 30 days prior to anticipate move in. Packages must be filled out completely. Omissions or illegible entries will be treated as incomplete and the application will be returned and could subject you to a denial.

_____ 1. Submitted a non-refundable \$100.00 application fees per person (except legally married partners) in the form of a money order or cashier's check (No personal checks). Please make checks payable to The Preserve Town Homes Condominium Association, Inc.

_____ 2. Submitted a refundable (upon moving out) \$500.00 security deposit fee per unit in the form of a money order or bank check. Please make checks payable to The Preserve Town Homes Condominium Association, Inc. (Purchasing or Renting) please denote in the memo/notes section who place the deposit (Landlord or Tenant Deposit).

_____ 3. Copies of Id's are included for each occupant/applicant (Passport, Driver's License)

_____ 4. Picture of pets are included (If applicable).

_____ 5. Copy of Sale or Lease agreement is included.

_____ 6. All Affidavits have been filled out and notary acknowledgement is executed.

_____ 7. Rules & Regulations as well as Bylaws pages are initialed on all pages.

_____ 8. Copies of vehicle registrations and insurance information.

Once all required fees have been paid, and the application has been processed, FirstService Residential will issue an approval letter signed by the Board of Directors.

The Preserve Town Homes Condominium Association, Inc.

Resident Information Sheet

Purchase ()

Lease ()

Property Address: _____

Owner Name: _____ Phone# _____

Co-Owner Name: _____ Phone# _____

Email Address: _____

Billing Address: _____

Applicant

Applicant Name: _____ Phone# _____

Applicant Social Security Number: _____

Applicant Date of Birth: _____

Applicant Driver's License Number: _____ State issued: _____

Applicant Passport Number: _____ Country: _____

Applicant Email Address: _____

Co-Applicant Name: _____ Phone# _____

Co-Applicant Social Security Number: _____

Co-Applicant Date of Birth: _____

Co-Applicant Driver's License Number: _____ State issued: _____

Co-Applicant Passport Number: _____ Country: _____

Co-Applicant Email Address: _____

Current Residence

Address: _____

City: _____ State: _____ Zip Code: _____

How long have you resided at this address? : _____

Own or Rent (Please circle one)

Landlord Name: _____

Phone Number: _____

Employment History

Applicant Employer Name: _____

Address: _____ City: _____ Zip: _____

Occupation/Position: _____ Supervisor Name: _____

Phone Number: _____ Salary including commissions: \$ _____

Co-Applicant Employer Name: _____

Address: _____ City: _____ Zip: _____

Occupation/Position: _____ Supervisor Name: _____

Phone Number: _____ Salary including commissions: \$ _____

Financial History

Applicant

Savings Account # _____ Checking Account # _____

Bank Name: _____

Address: _____ City: _____ State/Zip: _____

Phone Number: _____ Contact Name: _____

Co-Applicant

Savings Account # _____ Checking Account # _____

Bank Name: _____

Address: _____ City: _____ State/Zip: _____

Phone Number: _____ Contact Name: _____

Have you or the co-applicant ever filed for bankruptcy? _____ if so, please explain:

Personal References (No Family Members)

Reference #1

Name: _____ Home Phone Number: _____

Work Phone Number: _____ Cell Phone Number: _____

Email: _____ Relationship: _____

Reference #2

Name: _____ Home Phone Number: _____

Work Phone Number: _____ Cell Phone Number: _____

Email: _____ Relationship: _____

Convictions

Have you or any applicant for The Preserve Town Homes, or anyone 18 years of age or older who may live or visit the Preserve due to family obligations (i.e. If you are a single parent and your partner will come to pick up and return child(ren) on a daily, weekly or monthly basis, been ARRESTED or CONVICTED of any crimes as follows:

Misdemeanor? () Yes () No Explanation: _____

Felony? () Yes () No Explanation: _____

DUI? () Yes () No Explanation: _____

Are there any criminal charges pending/open at this moment? () Yes () No

Explanation: _____

Have you or any applicant been evicted or currently being evicted? () Yes () No

Explanation: _____

Is a prior landlord pursuing any applicant for rents? () Yes () No

Explanation: _____

Are you or any applicant on a Sexual Offenders List? () Yes () No

Explanation: _____

All Applicants who have a criminal background history of any felonies, misdemeanors, DUI's, or excessive speeding or parking ticket violations, may be denied. Applicants must have a clean rental history and any applicant that has been sued for or is being pursued for unpaid previous rents may also be denied. Rental history containing delinquencies, violations, or evictions may result in denial. Applicants who lie, omit information, don't check or write-in an answer to each of the questions above, and/or provide false, fraudulent and/or intentionally misleading information on this application or during the application and/or interview process will be summarily denied.

Those on a Sexual Offenders list: Due to the proximity to the two public parks and Elementary School on NE 87th Street, no one on a Sexual Offender list is allowed to rent at The Preserve Town Homes. Any application to rent such will be denied. If you are purchasing at The Preserve Town Homes and are on a Sexual Offender list, please check with law enforcement if it may be in violation of any of your probationary rules/requirements due to the proximity to public parks and elementary school.

Please List All Occupants Who Will Reside At The Residence:

<u>Name</u>	<u>Relationship</u>	<u>Date of Birth</u>	<u>Age</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EVERYONE OVER THE AGE OF 18 MUST FILL OUT AN APPLICATION AND MUST BE SCREENED FOR BOARD APPROVAL. NO EXCEPTIONS!!

Emergency Contact:

Name: _____ Relationship: _____ Phone: _____

Name of Realtor(s), Title Company, or Attorney who is handling this transaction:

_____ Phone _____

_____ Phone _____

_____ Phone _____

The Preserve Town Homes Condominium Association, Inc.

Pet Registration Form

The Preserve Town Homes Tenant/Owners Agree to the Pet Policies as Stated in the Association Documents.

Owner has read, agreed to follow the rules and regulations with regards to Pets.

The Association agrees to permit owner to keep the pet(s) described below:

Type of Pet	Name	Age	Color/Description
_____	_____	_____	_____
_____	_____	_____	_____

Owner has provided evidence in the form of a receipt or other written verification from the municipality or veterinarian of the following:

_____ License Tag No. _____ Exp. Date: _____

_____ Evidence of Rabies Vacc. Tag No. _____ Exp. Date: _____

_____ Evidence of Distemper Vacc.

Owner herein provides the following information for pet care, and will promptly notify the Association in writing of any changes.

Veterinarian

Name: _____

Address: _____

Phone #: _____

Pet Caretaker

Name: _____

Address: _____

Phone #: _____

Owner agrees to indemnify, hold harmless and defend the owner, agents and employees of the property against all liability, judgements, expenses or claims by a third party for any injury against any person or damage to any property caused by any pet or animal possessed or brought onto the property by the tenant, or allowed by the tenant to be brought onto the property.

Owner's Signature: _____

Name (Printed): _____

Date: _____

The Preserve Town Homes Condominium Association, Inc.

Gate Control and Call Box Registration

Property Address: _____

Owner/Tenant: _____

Please provide a clear and legible copy of Valid Vehicle Registration(s) and Proof of Insurance, all vehicle(s) that will be registered to your property. Once approved by the Association, please allow 24-48 hours for gate control activation. Gate Controls are \$35.00 per approved owner or resident, but no more than two (2) per Unit., MAXIMUM 2 CONTROLS PER UNIT.

1. Vehicle:

Make: _____ Model: _____ Year: _____

Color: _____ Tag#: _____ State: _____

2. Vehicle:

Make: _____ Model: _____ Year: _____

Color: _____ Tag#: _____ State: _____

3. Vehicle:

Make: _____ Model: _____ Year: _____

Color: _____ Tag#: _____ State: _____

4. Vehicle:

Make: _____ Model: _____ Year: _____

Color: _____ Tag#: _____ State: _____

For Call Box Procedures:

Phone Number to Be Programmed: _____

Please be advised that only local numbers can be programmed into the call box (305, 954, 786). No out of State numbers can be added.

The Preserve Town Homes Condominium Association, Inc.

**ASSOCIATION'S GOVERNING DOCUMENTS,
RULES & REGULATIONS
AFFIDAVIT**

This Affidavit is made and effective date: _____

BETWEEN: Applicant's Name(s): _____
Property Address: _____

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

BEFORE ME, the undersigned authority, _____
[AFFIDAVIT IS SWORN], on this _____ day of _____, year _____,
Personally appeared Affiant, known to me to be a creditable person and of lawful age, who
being by me first duly sworn, on [HIS OR HER] oath, deposes and says:

I, _____ **AM IN
POSSESSION OF A COMPLETE COPY IF THE ASSOCIATION'S GOVERNING DOCUMENTS AND
RULES & REGULATIONS SET FORTH BY THE ASSOCIATION HAVING RECEIVED THEM FROM THE
CURRENT OWNER OR OBTAINED FROM THE MANAGEMENT COMPANY.**

IN WITNESS WHEREFOR, the parties hereto have executed this Agreement on the date first
above written.

Company Rep. Signature Unit Owner Signature Tenant Signature
(If LLC or Corp)

Company Rep. Print Name Unit Owner Print Name Tenant Signature

The Preserve Town Homes Condominium Association, Inc.

OCCUPANCY AFFIDAVIT

This Affidavit ("the Agreement") is made and effective (Date): _____

BETWEEN: Occupant: _____

Property Address: _____

AND: The Preserve Town Homes Condominium Association, Inc., a corporation organized and under the laws of the STATE OF FLORIDA with its head office located at:
2950 N 28th Terrace, Hollywood, FL 33020, c/o FirstService Residential.

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

BEFORE ME, the undersigned authority, [Occupant(s)] _____
on this _____ day of _____, year _____, personally appeared Affiant, known to me to be a credible person and lawful age, who being by me first duly sworn, on HIS OR HER oath, deposes and says:

I/WE,

[Occupant(s)] _____ &

[Landlord(s)] _____,

UNDERSTAND(S) AND AGREES THAT ONLY INDIVIDUALS LISTED ON THE APPLICATION FOR PURCHASE/LEASE APPROVAL ARE ALLOWED TO RESIDE AT THE SAID PROPERTY LOCATED AT:

_____.

I AS THE LANDLORD AND/OR TENANT, UNDERSTAND AND AGREE THAT THE GARAGE CANNOT BE SEPARATE RENTED TO A TENANT OTHER THAN THE PRIMARY TENANT(S) UNDER THE PRIMARY AND SINGULAR LEASE ALLOWED PER UNIT AT THE PRESERVE TOWNHOMES CONDO ASSOCIATION. SUBLETTING THE GARAGE TO A SECOND PARTY IS VIOLATION UNDER WHICH I MAY BE FINED \$100/DAY UP TO \$1,000 FOR EACH INCIDENCE.

OCCUPANCY BY ANYONE PRIOR TO APPROVAL IS A BREACH. ADDITIONALLY, ANY OTHER PERSONS, THAN THOSE APPROVED BY THE ASSOCIATION PRIOR, WHO OCCUPY THE UNIT WILL BE CONSIDERED UNAPPROVED RESIDENTS AND WILL CONSTITUTE A BREACH OF THE PURCHASE/LEASE APPROVAL IF THE SAID PERSON OR PERSONS ARE NOT APPROVED BY THE ASSOCIATION FOR RESIDENCE WITHIN THE SAID PROPERTY. ALL INDIVIDUALS 18 YEARS AND OLDER MUST SUBMIT TO A BACKGROUND SCREENING AND APPROVAL BY THE ASSOCIATION PRIOR TO RESIDING AT THE PROPERTY.

[Occupant(s)] _____ &

[Landlord(s)] _____

BY HAVING THIS APPLICATION NOTARIZED BELOW, THE OWNER/LANDLORD AGREES TO ASSIGN THE RIGHT TO THE PRESERVE TOWN HOMES CONDOMINIUM ASSOCIATION TO PLACE A FINE IN THE AMOUNT OF UP TO \$1,000.00 TO THE OWNER/LANDLORD'S ASSOCIATION ACCOUNT AND IMMEDIATELY COMMENCE EVICTION PROCEEDINGS IN PLACE OF THE LANDLORD/OWNER AND RECOVER ALL APPLICABLE COSTS (LEGAL OR OTHERWISE) AND APPLY THOSE COSTS TO THE OWNER/LANDLORD ASSOCIATION ACCOUNT. THESE COSTS, ONCE APPLIED, THE OWNER AGREES MAY BE USED TO LEGALLY PLACE A LIEN ON MY UNIT AND FORECLOSE IF NOT PAID IN FULL. ONCE FEES &/FINES

ARE ASSESSED, I ALSO AGREE THAT I MAY NOT RENT MY UNIT OUT UNTIL ALL SUCH AMOUNTS ARE PAID OFF IN FULL PRIOR.

IF THIS BREACH OCCURS AND IS NOT RECTIFIED WITHIN 5 BUSINESS DAYS OF NOTICE BEING SENT TO: LANDLORD/OWNER

I, _____ OWNER/LANDLORD UNDERSTAND AND AGREE THAT THESE RULES AND REGULATIONS, FINE FEES, AND RIGHT ASSIGNED TO THE PRESERVE TOWN HOMES EXTEND BEYOND LEASING TO THIS TENANT AND FOR THE ENTIRE DURATION OF OWNERSHIP.

All applicants who have a criminal background history reflecting violent felonies, felonies which involve fraud or theft, forgery, ID theft and other felonies may be denied. Applicants must have a clean rental history. Rental history containing delinquencies, violations, or evictions will result in denial. Applicants who provide false, fraudulent and/or intentionally misleading information on this application or during the application and/or interview process will be summarily denied.

Those on a Sexual Offenders list: Due to the proximity to the two public parks and Elementary School on NE 87th Street, no one on a Sexual Offender list is allowed to rent at The Preserve Town Homes. Any application to rent such will be denied. If you are purchasing at The Preserve Town Homes and are on a Sexual Offender list, please check with law enforcement if it may be in violation of any of your probationary rules/requirements due to the proximity to public parks and elementary school

I FURTHER UNDERSTAND THAT LEASE APPROVALS ARE FOR SINGLE FAMILY RESIDENCE AT THE PRESERVE TOWN HOMES CONDOMINIUM ASSOCIATION, AND FURTHER UNDERSTAND I MAY NOT SUBLET OUT THE GARAGE SEPERATELY NOR ALLOW THE LANDLORD TO DO SO EITHER, NOR EITHER I OR THE LANDLORD WILL ENGAGE IN SHORT TERM LEASING TO INCLUDE AIRBNB, OR OTHER SHORT TERM SUBLET SERVICES, AS SUCH I UNDERSTAND THE ASSOCIATION RESERVES THE RIGHT TO EVICT ME UNDER THE VIOLATIONS OR THE RULES AND REGULATIONS.

THE APPLICANT(S) FOR LEASE AGREE, APPROVE AND UNDERSTAND THAT THE PRESERVE TOWN HOMES MAY SEND A COPY OF THE APPLICATION AND SCREENING RESULTS TO THE LANDLORD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Company Rep. Signature Unit Owner Signature
(If LLC or Corp)

Tenant Signature

Company Rep. Print Name Unit Owner Print Name

Tenant Print Name

The Preserve Town Homes Condominium Association, Inc.

VIOLATION AFFIDAVIT

This Affidavit (the "Agreement") is made and effective (Date): _____

BETWEEN: Applicant: _____

Property Address: _____

AND: The Preserve Town Homes Condominium Association, Inc., a corporation organized and under the laws of the STATE OF FLORIDA with its head office located at:
2950 N 28th Terrace, Hollywood, FL 33020, c/o FirstService Residential.

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

BEFORE ME, the undersigned authority, [Occupant(s)] _____ on this _____ day of _____, year _____, personally appeared Affiant, known to me to be a credible person and lawful age, who being by me first duly sworn, on HIS OR HER oath, deposes and says:

I, _____ UNDERSTANDS AND AGREES THAT THE OUTSTANDING VIOLATIONS ON THIS PROPERTY WILL BE MY RESPONSIBILITY FOR SALE/RENTAL APPROVAL LOCATED AT: _____ WHICH ARE TO BE CORRECTED IN 30 DAYS OF CLOSING. FAILURE TO COMPLY, THE ASSOCIATION WILL FINE RESPONSIBLE PARTY \$100 PER DAY PER VIOLATION UP TO \$1,000.00 PER OUTSTANDING VIOLATION NOT CORRECTED.

I FURTHER UNDERSTAND THAT SALE/LEASE APPROVALS ARE FOR SINGLE FAMILY RESIDENCE AT THE PRESERVE TOWN HOMES HOMEOWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Company Rep. Signature
(If LLC or Corp)

Unit Owner Signature

Tenant Signature

Company Rep. Print Name

Unit Owner Print Name

Tenant Print Name

The Preserve Town Homes Condominium Association, Inc.

**ASSOCIATION'S GOVERNING DOCUMENTS,
RULES & REGULATIONS, OCCUPANCY, VIOLATION
AFFIDAVIT
ACKNOWLEDGMENT**

State of _____

County of _____

On this ____ day of _____, year _____, before me, _____,
Notary, personally appeared.

[NAME OF BUYER OR LANDLORD]

personally, known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Signature: _____

(Seal)

State of _____

County of _____

On this ____ day of _____, year _____, before me, _____,
Notary, personally appeared.

[NAME OF TENANT(S)]

personally, known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Signature: _____

(Seal)

AUTHORIZATION FORM

You are hereby authorized to release any and all information requested with regards to verification of my bank account(s), credit history, residential history, criminal record history, employment verification and character references to Tenant Evaluation LLC. This information is to be used for my / our credit report for my/our Application for Occupancy.

I/We hereby waive any privileges I/We may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to Tenant Evaluation LLC, Property Manager, Board of Directors and The Landlord for their exclusive use only.

PLEASE INCLUDE COPY OF DRIVER'S LICENSE and SOCIAL SECURITY CARD TO CONFIRM IDENTITY. If you do not have a Social Security Card, please include a copy of your Passport or current identification card.

Please notify your Landlord(s), Employer(s), and Character References that we will be contacting them to obtain a reference pursuant to your application.

I/We further state the Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person that the signature(s) below are my/our own proper signature.

I/We certify under penalty of perjury that the foregoing is true and correct.

I UNDERSTAND THAT THE APPLICATION FEE IS REQUIRED AND NONREFUNDABLE REGARDLESS OF THE OUTCOME OF THE APPLICATION.

Please allow 14 days from the date below to complete the application.

If you or the co-applicant have falsified, deliberately misled or omitted to mention any information on your application, you may not be approved for a purchase, lease and or occupancy.

(APPLICANT'S SIGNATURE)

(DATE)

(APPLICANT'S PRINTED NAME)

(CO-APPLICANT'S SIGNATURE)

(DATE)

(CO-APPLICANT'S PRINTED NAME)

The Preserve Town Homes Condominium Association, Inc.

Rules and Regulations

Introduction

The Rules and Regulations were designed and adopted by the Board of Directors of The Preserve Town Homes Condominium Association. Such authority is provided by the Association's governing documents.

Violators of these Rules and Regulations may be subject to disciplinary action, up to and including substantial fines, and/or legal action by the Board of Directors as provided in the Preserve Town Homes governing documents.

Sexual Offenders

Sexual Offenders, as defined by FS 944.606, FS 944.606(b), as amended are prohibited from residing anywhere within the Preserve Town Homes under any circumstances.

Purchase and Lease Restrictions

1. The Association prior to occupancy must approve all sales/leases in writing. The prospective purchaser/tenant must complete an application for purchase/lease which includes a background and credit check. All related fees are the responsibility of the applicant. A copy of Social Security card, vehicle registration, driver's license, and vehicle insurance must be provided with the application for processing.

a. The Association may disapprove an applicant if:

1. An unsatisfactory background check is found regarding the applicant(s). This includes but is not limited to a felony or lying directly or through omission of such.
2. An unsatisfactory credit check is found regarding the applicant(s).
3. False or misleading information is given or omitted on the application.

2. All Leases at The Preserve Town Homes must be approved in writing by the Association prior to occupancy and must complete an application for residency that includes a background and credit check. Each person 18 years old or older who will be residing in the unit must also complete an application for residency that includes a background and credit check. All related fees are the responsibility of the applicant. The person approved as the lessee must reside in the home for the term of the lease. Anyone occupying a home for more than (1) month shall be deemed a lessee for purpose of the Condominium Declaration, regardless of whether a lease exists or rent is paid, as per The Preserve Town Homes governing documents. Family members as defined in the Preserve Town Homes governing documents must reside with the homeowner.

Tenant Initials _____

Owner/Buyer/Landlord Initials _____

a. A copy of the lease signed by both parties must be submitted to the Association along with the signed and notarized Preserve Town Homes Addendums to lease.

b. Subleasing is prohibited. No month to month is permitted. Leases will be valid for no more than one year and no less than 6 months and must be resubmitted before new lease is approved.

c. During the term of the lease, all assessments will continue to be paid directly by the homeowner.

d. A refundable \$500 Common Area Security Deposit made payable to The Preserve Town Homes Condominiums, must be submitted by the owner with the application to purchase or rent out the unit. This deposit is refundable to the owner once the renter has moved out, or the owner has sold and closed the sale of his/her unit, and no damages were caused to the common areas.

e. The Association can disapprove an applicant if:

1. The homeowner (landlord) is in default with assessments or other fees.

2. An unsatisfactory background check is found regarding the applicant(s). This includes but is not limited to a felony or lying directly or through omission of such.

3. An unsatisfactory credit check is found regarding the applicant(s).

4. The total of the annual lease exceeds fifty percent of the applicant's gross annual income unless applicant has an amount equivalent to full years lease in verifiable bank account. Partner's or Co-Tenant income may be taken in consideration under certain circumstances.

5. False or misleading information is given on the application.

3. Any tenants not approved in writing by The Preserve Town Homes Condominium Association, will be deemed illegal/unauthorized tenants. Homes where illegal tenants reside will be taken off the gate tele-entry system and all access cards/gate controllers will be turned off. No illegal tenants shall be allowed access to any common areas. Fines of \$100.00 per day until resolved up to \$1,000.00.

4. A unit owner may not lease its unit more than once in any one (1) year period, regardless of the lease term.

Criminal Activity

1. The Association may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following:

(a) Any crime that threatens the health or safety of, or the rights to peaceful enjoyment of the premises by other residents.

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residence by persons residing in the immediate vicinity of the premises.

(c) Any violent criminal activity on or near the premises.

Tenant Initials _____

Owner/Buyer/Landlord Initials _____

(d) Any drug related criminal activity on or near the premises.

(e) The Association may terminate the tenancy during the term of the lease if any member of the household is:

(f) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the State of Florida or any place from which the individual flees.

(g) The Association may terminate the tenancy for criminal activity by a household member in accordance with this section if the Association determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted of such activity.

(h) The Association may terminate the tenancy during the term of the lease if any member of the household has engaged in behavior that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

Other good cause for termination of tenancy:

(i) During the initial lease term, other good cause for termination of tenancy must be something the co-tenants/occupants did or failed to do.

(j) During the initial lease term or during any extension term, other good causes includes:

(k) Disturbance of neighbors

(L) Destruction of property

(m) Failure of tenants to obey rules and regulations of the Association within the lease period, habits that cause damage to the common area property of the Association.

Parking

1. No parking is permitted in ANY common area of The Preserve Town Homes or any portions of a lot other than the driveway, garage, or visitor parking. Violators will be stickered and towed at the owner's expense. Towing may happen with or without prior notice. This serves as notice. Towing may happen for any items 1 to 4 at the owner's expense for such violation causing towing to be necessary.

2. No commercial vehicles may be parked anywhere in The Preserve Town Homes except for a garage of a resident or a commercial vehicle in The Preserve Town Homes on temporary business. This also applies to trailers, trucks, and/or large recreational vehicles.

3. Vehicles with major body damage, vehicle with no valid license plate and vehicles that are not in working order may not be parked anywhere in the Preserve Town Homes except for the garage of a resident.

Tenant Initials _____

Owner/Buyer/Landlord Initials _____

4. Boats are prohibited in the community.

Gates

All Preserve Town Homes homeowners (and/or authorized renter) must register a license plate and name of each authorized resident of the home that will be issued a gate controller.

A Maximum of two (2) controls will be issued to every unit. Controls will only be issued to approved tenants/residents.

Members not in good standing will not be issued gate controllers.

All lost or stolen controls must be reported immediately to the management company.

Tailgating and entering the community through the exit gates are both strictly prohibited and violators will be towed and/or fined. The fine will be assessed to the homeowner to whom the violator visits or resides at.

Any member or permittee or guest thereof who forces, shakes or in any way molests the gate or any part of the entry system, will be fined plus be responsible for any repairs as defined in the governing documents. All fines and repair costs will be assessed to the homeowner to whom the violator visits or resides at.

No gate controllers shall be issued to unauthorized persons or tenants. Any gate controllers found to be used by an unauthorized person or tenant will be immediately deactivated from the gate access system.

Towing

1. Vehicles that me be towed or booted immediately without notice:

(a) Any vehicle going thought the exit gate attempting to go in thought the exit gate, with video proof.

(b) Any vehicle tailgating another vehicle or attempting to tailgate another vehicle, with video evidence.

(c) Any vehicle blocking any community entrance, exit or front gate turnaround or parked anywhere at the front or back entrances.

(d) Any vehicle blocking another homeowner's driveway.

(e) Any vehicle parked in front of a fire hydrant.

(f) Any vehicle that impedes the free flow of traffic or impedes emergency vehicles.

(g) Any vehicle of a resident or vehicle of a guest of a resident parked in ANY common area and the resident is not a member in good standing. (More than 90 days delinquent in paying a monetary obligation due to the Association)

Tenant Initials _____

Owner/Buyer/Landlord Initials _____

(h) Any vehicle parked in the street when a space is available in the driveway, garage or visitor parking.

(i) Any vehicle parked in any common area as a result of an unauthorized party or belonging to unauthorized visitor or tenant.

(j) Any vehicle that has been issued or given a trespass warning from The Preserve Town Homes.

(k) Any vehicle parked in any grass area at The Preserve Town Homes.

(l) Any vehicle, even if the member is in good standing, if the member has been sent a violation letter from the Board of Directors warning the continued violations may result in towing.

Party Rules

Any party or gathering that will have two or more additional cars parked at The Preserve Town Homes visitor parking must get a party permit. The permits will be issued for up to ten (10) cars, and in special circumstances for up to fifteen (15) cars.

No permits will be issued for more that fifteen (15) cars under any circumstances.

The permits will only be issued to members in good standing at The Preserve Town Homes (less than 90 days delinquent in paying a monetary obligation due to the Association) and authorized tenants.

Permits should be applied for at least one week in advance, especially for larger parties since parking is based on availability.

At no time shall any party encroach onto any common area of The Preserve Town Homes and loitering on the common area is strictly prohibited.

All party entertainment is limited to backyards, the inside of a unit, or at the Club House. (Club House use is only permitted with rental application, refundable security deposit of \$100, and \$25 rental fee)

No entertainment disc jockeys, bounce houses, or rides may be held in any portion of the community.

Under no circumstances are any parties allowed to charge in any form for admission.

Any party in excess of permitted number of vehicles or any unauthorized party will have the member or approved renter name or access code temporarily disabled on the gate tele-entry system to prevent any more vehicles from entering the community.

Signs

Unattended signs (i.e. For Sale, For Rent) which are visible to the outside are not permitted to be posted in the community, or units.

Tenant Initials _____

Owner/Buyer/Landlord Initials _____

Outside Antenna and Similar Installations (Satellites)

No radio station or short-wave operations of any kind shall operate from any Unit, Limited Common Elements or Common Elements. No exterior satellite dish, or other transmitting or receiving apparatus, radio antenna or other antenna of any type shall be erected or maintained on the Common Elements, Limited Common Elements, or Units.

Pets

1. Limit 2 pets per Unit. No illegal or dangerous breeds will be allowed in the community.
2. All dogs must be kept on a leash. This is a City Ordinance and enforceable with a fine. Also, as a courtesy to your neighbors and in accordance with City Ordinance, unit owners/tenants are required to pick up all solid waste left by your pets.
3. Please do not allow your cats to run stray through the community.
4. Please refrain from feeding stray animals.

Trash

1. Trash Pick-up Days are Every Monday and Thursday.
2. Recycling is only picked up on Monday.
3. No home shall be used or maintained by an Owner as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick up, if required to be placed at the curb, all containers shall be kept out of public view from either the front a home or from neighboring properties.
4. Trash times are as follows: Trash shall be placed outside the previous night no earlier than 7:00 pm and must be removed by no later than 7:00 pm the day of trash pick-up.
5. Bulk Trash pick-up is once a year. A roll out garbage container will be placed in the 90th Street visitor parking area the first week of January.

BBQ Grills & Hazardous Substances

No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements or Common Elements, except such as are generally used for normal household purposes. No electric, gas, charcoal barbecue or other cooking devises, or outside cooking, is permitted on any balcony.

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Play Equipment

1. No recreational, playground or sports equipment shall be installed or placed within or about any portion of The Preserve Town Homes without prior written consent.
2. No garage or roof mounted basketball backboards are permitted.
3. No portable basketball backboards may be kept outside of a home overnight. All portable basketball backboards must be removed after every use and placed in the garage.

Hurricane Preparedness

Please remove or secure outdoor furniture, flowerpots or any loose articles from outdoor patios when a hurricane warning goes into effect.

Shutters are allowed 72 hours prior to a hurricane warning and must be removed no later than 10 days following the storm.

Nuisances

1. No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties.
2. No obnoxious or offensive activity shall be carried on in any Units, Common Elements, Limited Common Elements or other portions of the Condominium property.
3. The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance, in particular, during the hours from 11:00 pm to 8:00 am, no Unit Owner shall play (or permit to be played in its Unit or on the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants.
4. There shall not be maintained any plants, animals, devices or things in any sort whose activities or existence is in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium property.

Miscellaneous

1. Any homeowner or permittee deemed by the Board of Directors to be running any type of business (as defined in covenants) from any residence at The Preserve Town Homes, in addition to all other remedies in the covenants will be removed from the gate tele-entry system to prevent additional traffic from a prohibited activity.
2. Garage sales are not permitted at The Preserve Town Homes.

Tenant Initials _____

Owner/Buyer/Landlord Initials _____

SCHEDULE "A"
TO
BY-LAWS

RULES AND REGULATIONS

FOR

THE PRESERVE, A CONDOMINIUM

1. Occupancy and Use Restrictions. Units may be used only as residences and for no other purpose. No business, profession or trade of any type shall be conducted on any portion of the Condominium Property. This prohibition shall not be applicable to the Developer with respect to its development of the Condominium Property, its construction, repair, decorating, administration, sale, rental or lease of Units, or its use of Units as models, V.I.P. or guest villas, or for sales offices or management services. Nothing herein shall be construed to prohibit ownership of a Unit by a corporation, domestic or foreign, provided that the residential nature of the Condominium is not disturbed.

Occupancy in Units, except for temporary occupancy by visiting guests, shall not exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The provisions of this Rule shall not be applicable to Units used by the Developer for model units, V.I.P. villas, sales offices or management or other services.

Unless otherwise determined by the Board of Directors, and except as otherwise provided in Rule 2, a person(s) occupying a Unit for more than one (1) month without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Section (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Declaration and the Board of Directors shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

2. Leases. Leasing of Units shall be subject to the prior written approval of the Association. Every lease of a Unit shall specifically require a deposit from the prospective tenant in an amount not to exceed one (1) month's rent (the "Deposit"), to be held in an escrow account maintained by the Association, provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by or to the Developer. No Lease shall be for a term of less than six (6) months and a Unit Owner may not lease its Unit more than once in any one (1) year period, regardless of the lease term. The foregoing requirement shall not apply to a Unit rented or leased directly by or to the Developer. Every lease shall provide (or, if it does not,

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shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease); (ii) and that a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person. Additionally, copies of all written leases shall be submitted to the Association and tenants must register with the Association prior to moving in. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements from the acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a special charge may be levied against the Unit therefore.

All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease.

3. 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 any other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

4. Pets. No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Condominium Property. There may not be more than two (2) household pets maintained within any Unit and the Limited Common Elements appurtenant thereto, to be limited to dogs or cats (or other household pet, as defined and specifically permitted by the Association), which shall not be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. Those pets which, in the sole discretion of the Association, endanger health, have the propensity for dangerous or vicious behavior (such as pit bulldogs) which have the propensity for dangerous or vicious behavior), make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any other portion of the Condominium Property shall be removed upon request of the Board. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times, or carried, when outside the Unit. No pet may be kept on a balcony, terrace or patio when its owner is not in the Unit. Any violation of the provisions of this Rule shall entitle the Association to exercise all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in these Rules and Regulations) and/or to require any pet to be permanently removed from the Condominium Property. This Rule shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that it does not become a nuisance or annoyance to neighbors.

5. Use of Common Elements and Association Property. The Common Elements and other Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units. The entranceways, passages, vestibules, elevators, lobbies, halls and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other similar objects shall be stored in them. Each Unit Owner's personal property must be stored within his Unit or within the storage lockers, if any, assigned to his Unit. In no event shall any Unit Owner or occupant place, or permit the placement of, any item which obstructs, or otherwise impedes access to, any portions of the Condominium Property which are either designated or used as access. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. Food and beverages may not be consumed on the Common Elements, except as specifically permitted by the Board of Directors.

6. Nuisances. No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No noxious or offensive activity shall be carried on in any Units, Common Elements, Limited Common Elements or other portions of the Condominium Property, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owner. The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. In particular, during the hours from 11:00 p.m. through 8:00 a.m., no Unit Owner shall play (or permit to be played in its Unit or on the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. Additionally, there shall not be maintained any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium Property. No activity specifically permitted by this Rule shall be deemed a nuisance.

7. Outside Items. No rubbish, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Common Elements or Limited Common Elements, except within designated trash receptacles. No linens, clothing, household fabrics, curtains, rugs, or laundry of any kind shall be hung, dried or aired from any windows, doors, balconies, terraces or other portions of the Condominium Property. No equipment, materials or other items shall be placed on balconies, patios or similar areas. The foregoing shall not prevent placing and using patio-type furniture, planters and other items in such areas if the same are normally and customarily used for a residential balcony or terrace area. In the event of any doubt or dispute as to

whether a particular item is permitted hereunder, the decision of the Board of Directors shall be final and dispositive.

8. Firearms. The discharge of firearms and fireworks within the Condominium is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

9. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of the Declaration, the Articles of Incorporation or the By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Rule. No activity specifically permitted by the Declaration shall be deemed to be a violation of this Rule.

10. Alterations. No Unit Owner shall cause or allow improvements or changes to his Unit or to any Limited Common Elements, Common Elements, or Association Property, which alters the exterior appearance thereof, or which could in any way affect the structural, electrical, plumbing or mechanical systems of the Units, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 of the Declaration). No spas, hot tubs, whirlpools or similar improvements shall be permitted on any patio or balcony without obtaining the prior written consent of the Association. See Section 17.10 of the Declaration for details.

11. Flooring Restrictions. The installation of hard and/or heavy surface floor coverings such as tile, marble, wood, and the like, in the lower floors of Units which are located immediately above other Units, must be approved in writing by the Board of Directors. The foregoing approval and Impact Isolation Class rating requirements shall not apply to the installation of any such hard and/or heavy surface floor coverings in bathrooms, and kitchens of such Units. The color and exact materials to be used on terrace and balcony floor coverings must also be approved in writing by the Board of Directors. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Units. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. A waterproofing system is to be placed on the concrete surface of the balcony prior to the installation of the setting bed and tile. This waterproofing system must be as recommended by the manufacturer of the tile setting material and the installation must follow the waterproofing manufacturer's written recommendations. **The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Owner shall be deemed to waive**

CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

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Tenant Initials: _____

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and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

12. Exterior Improvements. No Unit Owner shall modify or otherwise alter the driveway portions of the Limited Common Elements, or install any walls, fences, structures or other improvements in any portion of the Limited Common Elements, or change the exterior colors of any Units or the Limited Common Elements appurtenant thereto without the prior written consent of the Association (in the manner specified in Section 17.10 of the Declaration).

13. Signs. No sign, poster, display, billboard or other advertising device of any kind including, without limitation, "FOR SALE", "FOR RENT", security service or construction signs shall be displayed to the public view on any portion of the Unit, Limited Common Elements or Common Elements, without the prior written consent of the Association, except (a) signs, regardless of size, used by the Developer, its successors or assigns or a party developing or marketing any portion of the properties subject to this Declaration, including signs used for construction or repairs, advertising, marketing, sales or leasing activities, (b) signs installed as part of the initial construction of the Units or other Improvements and replacements of such signs (similar or otherwise) and (c) bulletin boards, entrance, directional, informational and similar signs used by the Association.

14. Lighting. All exterior lights and exterior electrical outlets must be approved in accordance with Section 9 of the Declaration.

15. Exterior Sculpture and Similar Items. Exterior sculptures, flags, and similar items must be approved in accordance with Section 9 of the Declaration. Notwithstanding the foregoing, any Unit Owner may respectfully display one (1) portable, removable American flag, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, any Unit Owner may respectfully display portable, removable official flags, not larger than four and one-half feet by six feet (4'6" x 6') that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

16. Air Conditioning Units. No window or wall mounted air conditioning units may be installed in any Unit.

17. Outside Antenna and Similar Installations. No radio station or shortwave operations of any kind shall operate from any Unit, Limited Common Elements or Common Elements. Except to the extent permitted by applicable laws, no exterior satellite dish, or other transmitting or receiving apparatus, radio antenna, television antenna or other antenna of any type shall be erected or maintained on the Common Elements, Limited Common Elements, or Units, without the prior written consent of the Association. Notwithstanding the foregoing, upon obtaining the prior written consent of the Association, satellite dishes, and other devices permitted under Section 207 of the Telecommunications Act of 1996, may be installed within the Units or within any Limited Common Elements appurtenant thereto, provided, however, that in

no event shall any such device be installed in or on any other portion of the Condominium Property. To the extent permissible under applicable law, the Association may enact Rules and Regulations, requiring that any such devices which may be permitted under applicable law are comparable in size, weight and appearance, are installed and maintained in a manner designed to protect the safety of the Units and its occupants and satisfy any standards established by the Association for architectural appearance.

18. Play Equipment, Strollers, Etc. Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall not at any time be left in the driveways, yards, or other Common Elements or Limited Common Elements (including balconies, terraces and patios).

19. Window and Door Treatments. No reflective film tinting or window coverings shall be installed on any windows or glass doors except as necessary to replace or restore tinting of glass surfaces as originally installed, unless approved by the Association in accordance with Section 9.1 of the Declaration. Curtains, drapes and other window coverings (including their linings) which face on exterior windows or glass doors of Units, or are visible from the exterior of the Units, shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors. No aluminum foil may be placed in any window or glass door of a Unit, and no reflective substance may be placed on any glass in a Unit, except for any substance previously approved by the Board of Directors for energy conservation or hurricane protection purposes. No unsightly materials may be placed on any window or glass door or shall be visible through such window or glass door. Any screen door must be of a uniform type approved by the Association.

20. Hurricane Protection. No type of hurricane protection may be installed in or around the Units or the Limited Common Elements appurtenant thereto, other than hurricane shutters or other hurricane protection approved by the Association, which shall be installed or affixed in a manner approved by the Association. Upon issuance of an official hurricane warning, each Unit Owner shall take all actions necessary to prepare his/her Unit for any such hurricane, which shall include (i) removing all objects from driveways, yards, balconies and terraces which will not be secured or otherwise protected, and (ii) complying with all rules and regulations which may have been adopted by the Association from time to time. No hurricane or storm shutters or other hurricane protection shall be permanently installed on any structure in a Unit or in the Limited Common Elements or Common Elements, unless first approved in accordance with Section 9.1 of the Declaration.

21. Unit Maintenance. Each Unit Owner must undertake or must designate a responsible firm or individual to undertake his general maintenance responsibilities, which shall include, at a minimum, maintaining the exterior appearance of the Unit and the Limited Common Elements, safeguarding the Unit and the Limited Common Elements, to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixed items on driveways, yards, balconies and terraces, and repairing the Unit in the event of any damage therefrom. An Owner may

designate a firm or individual to perform such functions for the Owner, but such designation shall not relieve the Owner of any responsibility hereunder. The name(s) and addresses of such firm or individual must be furnished to the Association. The designation of such firm or individual shall be subject to the approval of the Association.

22. Hazardous Substances. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements or Common Elements, except such as are generally used for normal household purposes. No electric, gas, charcoal barbecue or other cooking devices, or outside cooking, is permitted on any balcony.

23. Parking and Prohibited Vehicles. Parking shall be permitted only in designated parking areas within the Condominium Property. No vehicle shall be parked so as to obstruct or otherwise impede ingress or egress to any driveway or roadway. Parking in the Condominium shall be restricted to private automobiles and passenger-type vans, jeeps, pick-up trucks not exceeding one-half ton, motorcycles and motor scooters (all of which are collectively referred to herein as "vehicles"). The Board shall have the authority to prohibit any vehicle, including any motorcycle or motor scooter, which it determines constitutes a nuisance due to its noise level, particularly where such vehicle is operated in the early morning or late evening hours. No vehicle is permitted on the Condominium Property which leaks oil, brake fluid, transmission fluid or other fluids. No Owner, occupant or other person shall conduct repairs or restorations on any motor vehicle, or other vehicle, or race the engine of any vehicle, upon any portions of the Condominium Property. For so long as the Developer conducts any sales or leasing activities on the Condominium Property, its use of driveways and other parking areas shall not be impeded or restricted. The prohibitions on parking contained in this section shall not apply to (a) temporary parking of commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, (b) any vehicles of the Declarant, or its affiliates or designees, used for construction, maintenance, sales or marketing purposes, (c) service vehicles operated in connection with the Association, or its management company. Subject to applicable laws and ordinances, any vehicle, boat, motorcycle or trailer parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by the Association at the sole expense of the owner of such vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor shall it be guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. **Unit Owners and occupants shall be responsible for removing their vehicles and other property from their driveways upon the issuance of a tropical storm or hurricane warning.**

24. Insurance Rates. Nothing shall be done or kept in the Common Elements, Limited Common Elements or Units which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Units, or on the Limited Common Elements or Common

Elements, which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

25. Use of Employees. Employees of the Association are not to be engaged by Unit Owners during such employees' normal working hours, for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.

26. Documents. All Owners shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing the Declaration of Condominium and any other documents, and any amendments thereto, to any purchaser or grantee of their Unit.

27. Liability for Damage. Unit owners are liable for any damage caused by them, their family members, tenants or guests to the Common Elements.

28. Liability for Repairs. A Unit Owner shall be jointly and severally liable with his tenant for any amount which is required to affect repairs or replacements to the Common Elements caused by the tenant. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, the provisions of the Declaration and these Rules and Regulations. This Rule shall also apply to subleases of Units and assignments of leases.

29. Rules and Regulations. Every Owner or tenant shall be afforded an opportunity for a hearing after reasonable notice to the Unit Owner or tenant of not less than 14 days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, By-Laws or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association. The Unit Owner or tenant 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. The hearing must be held before a committee of other Unit Owners. At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Committee so determines, it may impose such fine as it deems appropriate by written notice to the Unit Owner or tenant. If the Committee does not agree with the fine, the fine may not be levied.

a. Fines: The amount of any fine shall be determined by the Association and shall not exceed \$100.00 per violation.

b. Violation: Notwithstanding paragraph (c) above, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.

c. Payment of Fines: Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the Committee's decision at the hearing.

d. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

e. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

30. Effect on Developer. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer except that the Developer shall be subject to the requirement that the prior written approval of the Condominium Association be obtained for leases of Units set forth in Rule 2 and to the pet restrictions set forth in Rule 4. The Developer shall also be subject to any restrictions on the type of vehicles allowed to park on the Condominium Property set forth in Rule 23; however, the Developer and its designees shall be exempt from any such restrictions if the vehicle is engaged in any activity relating to construction, maintenance or marketing of Units. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. In enforcing its rights hereunder, the Developer shall also be entitled to bring an action and recover sums due for damages, injunctive relief, or any combination thereof, and the Developer shall be entitled to recover all legal fees and expenses incurred in connection with any such action.

Tenant Initials: _____

Owner/Buyer/Landlord Initials: _____