

**RULES AND REGULATIONS
FOR
BAL HARBOUR CONDOMINIUM**

Declarant has promulgated these initial Rules & Regulations (the “Rules”) pursuant to the Declaration of Condominium for Bal Harbour Condominium (the “**Declaration**”). These initial Rules shall remain in full force and effect until such time as they are amended, modified, or repealed in accordance with the Declaration and the By-Laws. (All capitalized words or terms that are not defined in these Rules & Regulations shall have the same meanings as set forth in the Declaration.)

1. **Application.** These Rules & Regulations are intended to supplement and complement the restrictive covenants and other provisions set forth in the Declaration and the By-Laws, and shall govern the use of the Units and the Common Elements, as well as the conduct of the Association and all Owners and other occupants of the Units and their respective household members, employees, contractors, agents, guests and other invitees. In the event that any occupant of a Unit other than the Owner, or the Owner’s or other occupant’s household member, employee, contractor, agent, guest or other invitee, is responsible for a violation of these Rules or the other Condominium documents, the Association may hold the Owner of such Unit jointly and severally responsible for the actions of such other persons. In the event of conflict among the powers and duties of the Association or the terms and provisions of these Rules, the Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable Rules & Regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable Rules & Regulations; and the By-Laws shall take precedence over applicable Rules & Regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

2. **Enforcement.** The Association, acting through the Board of Directors or a duly authorized enforcement committee, shall enforce these Rules & Regulations in accordance with the notice and hearing requirements set forth below. The Association may impose the specific monetary fines set forth in these Rules, for violations of these Rules and the other Condominium documents. Unless a different monetary amount is specified in the Declaration, these Rules or the Act, each violation of the covenants set forth in the Declaration shall be subject to a maximum fine of \$100, or a \$100 fine for each and every day of a continuing violation after notice up to a total maximum fine of \$1,000, as applicable. The Association may impose such fines, in addition to exercising all other remedies available under the Declaration, the By-Laws, at law, equity or otherwise. If the maximum fines permitted by Section 718.303(3), Florida Statutes, or any successor statute, are increased in the future, the Association may increase the fines imposed pursuant to these Rules in accordance with such new or revised statute or rule promulgated thereunder.

3. **Reporting of Violations.** Any Owner or occupant of a Unit may report a violation of these Rules & Regulations or the other Condominium documents by

delivering written notice to any officer, director, member of the enforcement committee established by the Board of Directors, if any, or the property manager designated by the Board, if any. Written notice of an alleged violation shall state: (a) the nature of the alleged violation; (b) the identity of the Owner or other person who allegedly committed the violation; (c) the identity of the Owner who is responsible for the alleged violator, if the alleged violator is other than the Owner; and (d) the name, address and telephone number of the person filing the complaint.

4. **Exceptions & Other Relief.** The Board of Directors may, but shall not be obligated to, grant exceptions and other relief from these Rules & Regulations when, in the Board's sole discretion, the particular circumstances merit such relief.

5. **Use of Common Elements.** The use of the Condominium Property, including, without limitation, the Common Elements by the Owners and/or other occupants of the Units and their guests shall be subject at all times to the following restrictions:

- (a) The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or common areas; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
- (b) The personal property of Unit Owners and occupants must be stored in their respective Units.
- (c) No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements or Limited Common Elements. No lines, cloths, towels, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind whatsoever, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association property. Each Owner shall, however, be responsible for the general cleaning, planting of foliage and foliage care, and the upkeep of the appearance of the area(s). The Association shall approve, and may require, particular foliage to be planted on any patios, balconies, roof decks and terraces. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display, in a respectful way, portable, removable official flags, not larger than four and one-half feet by six feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of Declaration rules or requirements dealing with flags.

- (d) No Unit Owner or occupant shall permit, intentionally or otherwise, anything to fall from or out of a window or door of the Condominium or Association property, nor sweep or throw from the Condominium or Association property any dirt or other substance, chemical or matter onto any of the balconies or elsewhere in the Building or upon the Common Elements.
- (e) Every Unit Owner and other occupant of a Unit shall be responsible for cleaning up after themselves when they use the Common Elements, including, but not limited to, placing all trash in appropriate receptacles. Owners and occupants must comply with the Rules & Regulations of the company or agency providing trash removal services to the Condominium. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- (f) No one may remove any personal property of the Association from the Common Elements without the prior written consent of the Board of Directors.
- (g) No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No one may use or discharge any radio, loudspeaker, horn, whistle, bell, or other sound amplification device anywhere within the Condominium that exceeds sixty (60) decibels, as measured from any location within the Condominium Property (excluding the interior of the Unit from which such sound is being emitted); provided, however, no one may use or discharge any such device that exceeds forty (40) decibels, similarly measured, during the hours of 11:00 p.m. to 8:00 a.m. No Unit Owner or occupant shall conduct or permit to be conducted vocal or instrumental instruction at any time, which disturbs other residents.
- (h) No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed from, inscribed on, painted or affixed in, on or upon any part of the Condominium or Association property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium, and thereafter by the Board). Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Condominium or on the Common Elements, without the prior written consent of the Board of Directors of the Association.

- (i) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements except as otherwise permitted in writing by the Board.
- (j) A Unit Owner or occupant who plans to be or who is absent during hurricane season must deliver to the Association or its designee the name, address and telephone number of the individual or firm prior to his or her departure from the Condominium responsible for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage.
- (k) Installation of satellite dishes shall be restricted in accordance with the Declaration.
- (l) Unit Owners or occupants shall not install or cause the installation of window air-conditioning units. No Unit shall have any aluminum foil or any reflective or tinted substance placed in or on any window or glass door, unless the Board, prior to such installation, approves the same, in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- (m) Children will be the exclusive and direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property. Parents or guardians will be entirely and exclusively responsible for their child or children's compliance with these Rules & Regulations. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or using the facilities.
- (n) Employees of the Association are not to be sent out or asked by Unit Owners or occupants for personal errands of the Owner or occupant of a Unit. The Board of Directors shall be solely responsible for directing and supervising employees and agents of the Association.
- (o) No one may release gasoline, motor oil, petroleum distillate, paint, paint thinner, solvent, or any other hazardous or toxic substance anywhere within, on, under or through the Condominium Property. As used in this Rule and generally in the Declaration, the term "hazardous or toxic substance" shall include the substances identified in the Resource and Conservation Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9637, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials

Transportation Act, 49 U.S.C. § 6901 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 741 *et seq.*; the Clean Water Act, 33 U.S.C. § 7401 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j; and the regulations adopted promulgated pursuant to such laws. The Owner and/or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule, or each day of a continuing violation after notice, and shall be strictly liable and responsible for any injury to persons or property (real, personal or mixed) resulting from the release of or discharge from such hazardous and toxic substances.

- (p) No one may discharge a firearm anywhere within the Condominium property. For purposes of this Rule, the term “firearm” shall include all rifles, shotguns, handguns, starter guns, compressed air guns, bows, crossbows, pellet, air and bee-bee guns, and any similar weapons. The Owner or other occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or the Declaration, and shall be strictly responsible for any injury to persons or property resulting from any threatened or actual discharge of a firearm. The Association strongly encourages the Owners and occupants of the Units to take appropriate measures to secure their firearms from theft and unauthorized use.
- (q) No one may conduct commercial door-to-door solicitations anywhere within the Condominium. The Board of Directors may permit reputable charitable organizations to conduct door-to-door solicitations within the Condominium, but any such organization shall provide prior notice of its proposed solicitation activities to the Association and shall have obtained the prior written approval of the Board. The Owner and/or occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule.
- (r) Each Unit will be limited to two pets as described below. Domesticated dogs and/or cats may be maintained in a Unit provided such pets are: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies, terraces, patios or in lanai areas, (c) carried or leashed at all times when on the Common Elements and/or Association Property, (d) generally, not a nuisance to residents of other Units or of neighboring buildings and (e) not a Pit Bull, Rottweiler, Chow, Doberman, Bull Mastiff, or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the

foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. Each Unit Owner shall be responsible for the actions of each pet and for cleaning up after it. The Association retains the right to effect said repairs and charge the Unit Owner therefore. A violation of the pet regulations shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable Rules & Regulations) and/or to require any pet to be permanently removed from the Condominium Property.

6. **Maintenance of Temperature & Humidity Range.** In order to minimize the condensation of moisture within the Units and the Common Elements, every Unit Owner or occupant of a Unit shall maintain the air-conditioned or heated temperature within such Unit at seventy eight degrees (78°) Fahrenheit or below. No Unit Owner or Tenant shall permit the electric power to a Unit to be turned off, nor shall any Unit Owner or occupant permit the air-conditioning system for a Unit to be turned off or otherwise disabled, regardless of whether the Unit of such Owner or occupant is occupied or not. The Owner and occupant of a Unit shall be subject to a \$100 fine for each violation of this Rule or Section 18 of the Declaration, or for each day of a continuing violation after notice.

7. **Limitations on Speaking by Members at Meetings.** Any member who desires to speak on a designated agenda item at meetings of the members or the Board of Directors shall be limited to speaking for a maximum of three (3) minutes on any single agenda item; provided, however, that the meeting chairman or presiding officer, in the chairman or presiding officer's absolute discretion, may waive such limitation with regard to particular meetings or agenda items.

8. **Parking of Vehicles.** The Owner or occupant of a Unit who parks a vehicle, or who permits anyone else to park their vehicles in violation of the Declaration shall be subject to a \$100 fine for each such violation, or for each day of a continuing violation, as applicable.

9. **Barbecue Grills.** No one may use a barbecue grill of any kind within a Unit, the first-floor terrace or patio or the second-floor balcony appurtenant to a Unit, or any other covered area within the Condominium Property, with the exception of the barbecue grills maintained by the Condominium Association located on the Common Elements. No one may store or use a gas grill anywhere within the Condominium Property. The Owner or occupants of a Unit shall be subject to a \$100 fine for each violation of this Rule or the Declaration as it relates thereto, or for each day of a continuing violation after notice.

10. **Limitations on Recording of Meetings by Members.** Any member may tape-record or video-tape meetings of the Board of Directors, the committees, or the members, subject to the following restrictions:

- (a) the members may only use audio and video recording equipment and devices that do not produce distracting sound or light emissions;
- (b) the members exercising their right to record such meetings shall assemble their audio and video recording equipment and place such equipment in position before the meeting is called to order;
- (c) the members engaged in the recording of a meeting shall not be permitted to move about the meeting room in order to facilitate such recording; and
- (d) the members who desire to record any meeting shall provide the president or the secretary with at least twenty-four (24) hours' advance notice that they desire to use any audio or video equipment at such meeting.

11. **Rules for Decorators, Contractors and Sub-Contractors.**

- (a) the Unit Owner must pre-register with the Condominium Association and give the name, address, telephone number and fax number of the Unit Owner's representative who will be overseeing the work being done in the Unit whether it be the interior decorator the general contractor or the Unit Owner.
- (b) Prior to commencing work, the Unit Owner's representative must submit to the Condominium Association, a list of names, addresses and telephone numbers of all subcontractors who will be working in the Unit, together with a schedule for their work.
- (c) Work hours are 8:00 a.m. to 6:00 p.m., Monday through Friday and Saturday from 10:00 a.m. to 4:00 p.m.
- (d) The contractor and all sub-contractors must have all licenses required by Pinellas County and the City of Clearwater and other applicable governmental authorities and submit proof of same for the Condominium Association's file.
- (e) Prior to authorization for access, the contractors and all sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate naming the Condominium Association as an additional insured,

and provide proof of Worker's Compensation coverage for the Condominium Association's file.

- (f) All vehicles and persons will enter pursuant to the entrance designated by the Association from time to time, where they will be registered by the Condominium Association.
- (g) After unloading, workers must park their vehicles in the area designated by the Condominium Association.
- (h) All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use. Subcontractors shall not use carts owned by the Condominium Association or the trash receptacles in the condominium.
- (i) Grout, paint, wall mud or any other material shall not be poured down the drains, sinks, toilets or bathtubs in any Unit. Check with the Condominium Association for location of cleaning area. No material of any kind shall be thrown off a balcony.
- (j) Breaks and lunches should be confined to the owner's Unit.
- (k) No radios will be allowed unless used with headphones.
- (l) Access to the individual Units must be coordinated through the owner, decorator or other designee.
- (m) Do not tamper with or hang extension cords from any of the sprinkler heads.
- (n) Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work, which generates heavy airborne particles, i.e. sanding and painting.
- (o) Workers are not to wander around in areas other than the specific area or Unit they are assigned to. If a worker is found elsewhere without approval, the Condominium Association has the right, but not the obligation to require said worker to leave the Condominium.
- (p) Smoking, while discouraged, will only be allowed in the individual Units with the owner's permission. Cigarette butts and ashes must be disposed of in an ash tray and shall not be thrown off any balcony.
- (q) Each Unit owner is responsible for his or her decorator's contractor's and subcontractor's actions and inactions while on the premises and in the Unit. Decorators, contractors, and

subcontractors are on the premises at their own risk and by coming on the premises, agree to: (1) indemnify and hold harmless the Developer and the Condominium Association for any liability or damages which might arise in connection with their activities on the premises or in the Unit, and (2) to immediately notify the Condominium Association should such decorator, contractor or sub-contractor discover a defect in a Unit, so the defect may be verified and corrected prior to doing any work which might be impacted by such defect.

- (r) Activities will be monitored during the day. Non-compliance may result in a decorator, contractor or subcontractor being barred from the Condominium Property.

12. **Compliance.** Every Owner and occupant of a Unit shall comply with these Rules & Regulations as set forth herein, any and all Rules & Regulations which at any time and from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles or By-Laws, provided the following procedures are adhered to:

- (a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the Declaration, Association By-Laws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- (b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied 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 committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

- (c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- (d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of such violation after a notice thereof is given shall be deemed a separate incident.
- (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) 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.

13. **Miscellaneous.** These Rules & Regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration, provided that the provisions of same shall control over these Rules & Regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything herein to the contrary notwithstanding, these Rules & Regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer.

All of these Rules & Regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules & Regulations upon written request therefore and good cause shown in the sole opinion of the Board.