

## RULES AND REGULATIONS

OF

### RESIDENCES AT MIDTOWN CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium for Residences at Midtown, a Condominium (the "Declaration"). They are applicable to all owners and occupants of Residential Units.

1. Antennae. No exterior antennae shall be permitted on the Condominium Property, provided that the Board of Directors shall have the right (but not the obligation) to install and maintain towers, antennae, digital satellite services, radio and television lines and security systems, as well as communications systems in accordance with the term of the Declaration.
2. Architectural Modification. The Unit Owner shall submit a detailed construction plan (two copies) of the proposed improvements by means of the modifications, alterations and additions form to the Association. No exterior architectural modifications shall be allowed. The construction plan shall include the following:
  - (a) Plans and Specifications for all work to be performed.
  - (b) Anticipated commencement date.
  - (c) Anticipated completion date.
  - (d) Anticipated delivery schedule.
  - (e) If necessary, engineering report confirming review of structural load capacity.
  - (f) List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers.
  - (g) Licenses and Certificates of Insurance meeting the insurance guidelines established by the Association.
  - (h) Building permit application as required by local governing authorities.
  - (i) Application form provided by the Association.

Upon review of the information submitted to the Association's Architectural Review Committee, the Owner will be notified in writing within 30 business days if the construction plan(s) have been approved or denied. Completed flooring installation requests may be submitted separately from other improvements and will be expedited.

3. Association Employees. Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through an employed manager or through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.
4. Boats and Commercial Vehicles. No boats, boat trailers, jet-skis, commercial vehicles, vehicles with commercial lettering, recreational vehicles, trailer homes, mobile homes and any vehicles for business purposes shall be permitted to be parked overnight or stored at the Condominium, without the prior written consent of the Board of Directors, provided, however, that boats and jet-skis may be picked-up and transported on Condominium property.
5. Children. Children shall be the direct responsibility of their parents, legal guardians or adult hosts, who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children.
6. Cleanliness. Unit Owners shall not allow anything to be thrown, or to fall, from doors, patios. No sweeping, or other substances, shall be permitted to escape to the exterior of

the building from the doors or patios. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed on the porch patio

7. Compliance by Unit Owners. Every Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.
8. Destruction of Property. Neither Unit Owners, their family, guests, invitees, nor employees shall mark, mar, damage, destroy, deface or engrave any part of the Condominium property. Unit Owners shall be financially responsible for any such damage
9. Door Locks. Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in, or threatening, any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Unit Owner of each Unit under the control of the Association shall deposit a key to such Unit with the Association. If a key is not provided by a Unit Owner, the Association shall have the right to break the lock in the event of any such emergency

The manager may have a master key to fit the door lock to all Units. The Owner shall be required to deposit a spare key, with the manager, to any and all unit locks. If a Unit Owner wants additional locks as additional security, said Unit Owner must first request the approval of the Association for same. In the event the Association's approval is obtained, then the Unit Owner shall deposit with the Association a duplicate key for each such additional lock for use in emergencies.

10. Exterior Appearance. To maintain a uniform and pleasing appearance of the exterior of the Condominium building, no awnings, canopy, screens, air conditioning unit, glass enclosures, or other projections shall be attached to, hung, displayed or placed upon, the porches, outside walls, doors, windows or to the patio, roof or other portions of the Building or on the Common Elements, other than items originally installed by the developer of the Condominium. Patios and balconies must be kept neat and clean.
11. Facilities. The facilities of the Condominium governed by the Association are for the exclusive use of Association members and their immediate families, tenants, resident house guests and guests accompanied by a resident.
12. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests invitees, lessees or employees, in an amount not to exceed that allowed by the Act as same may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the Declaration of Condominium, Association By-laws or Association Rules which have been allegedly violated; a statement of the matters asserted by the Association; and a statement of the date and time and place of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel, shall have an opportunity to respond, to present evidence 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.

(b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners ("Unit Owner Committee") appointed by the Board of Directors for such purpose, after which the Unit Owner Committee shall hear reasons why a fine should not be imposed. A written decision of the Unit Owner Committee shall be submitted to the Owner or occupant by not later than fourteen (14) days after the Unit Owner Committee's meeting.

(c) Amount: The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's By-Laws and by law.

(d) Committee Approval. If the Unit Owner Committee does not agree with the fine, the fine may not be levied.

(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) Infractions: Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.

(h) 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.

13. Flammables. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements. No fires, barbecue grills, hibachis, or cooking devices or other devices which emit smoke or dust shall be allowed on any patio or balcony. No furniture other than patio furniture shall be allowed on patios or balconies.
14. Food and Beverages. No glass containers shall be allowed in the pool area.
15. Hardship Relief. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in these rules and regulations upon written request therefrom and for good cause shown in the sole opinion of the Board.
16. Hurricane Preparation. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by
  - (a) Removing all items from his patio
  - (b) Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage. Each Unit Owner shall furnish the manager with the name of such firm or individual

Unit Owners shall not install hurricane or storm shutters without the prior approval of the Association and the Architectural Review Committee

17. Clubhouse and Fitness Center Attire. All persons must wear shirts and shoes in the clubhouse and proper exercise attire in the fitness center area. No wet persons shall be allowed in the clubhouse area. No pets shall be allowed in the Clubhouse.

18. Noise.

(a) No Unit Owner shall make disturbing noises in the Building or allow sounds to emanate from his Unit, or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or on the Common Elements appurtenant to it) any musical instrument, phonograph,

television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. All other unnecessary noises such as the playing of pianos and other musical instruments, and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.

(b) No radio or television installation or other electric equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.

(c) Carpentry, carpet-laying, picture-hanging, or any trade (or do-it-yourself work) involving hammer work, etc., must be done between the hours of 8:00 a.m. and 6:00 p.m. on Monday through Friday and Saturday between 10:00 a.m. and 5:00 p.m. ONLY. No such work shall be done on Sundays.

19. Nuisance. A Unit Owner shall not permit anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Common Elements, or any portion of the Condominium or obstruct or interfere with the rights of other Unit Owners or the Association. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his Unit or the Common Elements.

20. Obstructions. The entranceways, sidewalks, parking spots and similar portions of the Common Elements must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other objects shall be stored in these areas.

21. Odors. No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation

22. Pets. Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except in accordance with the provisions of the Declaration and the following:

(a) Each Unit Owner (regardless of the number of Owners), may maintain no more than one dog not to exceed 60 pounds; or two dogs not to exceed 60 pounds in the aggregate in a Unit provided said pets are not kept, bred, or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. All pets must be registered with the management office and owners must annually submit documentation from a veterinarian of their dogs' inoculation history and weight. All pets must be leashed and under the control of their handler at all times. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property any dangerous breed dogs, as determined by the Association. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be kept in the Common Element or in a Limited Common Element, nor be kept in the lobby, or other public areas of the Condominium. No pets shall be allowed at any time in any lakes, parks, pool or pool areas unless designated by the Association. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Violation of the provisions of this Subsection shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property.

(b) No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Failure to comply with this rule may result in a fine of \$50.00 per violation.

(c) No domestic bird of a variety which will omit sounds that can be heard in contiguous units may be kept by a Unit Owner in a Unit.

(d) A Unit Owner may permit their lessee to keep an approved pet. The lessee will be bound by these rules and Unit Owner held responsible for compliance.

(e) Unit Owners must immediately collect and clean-up any feces from pets upon the Condominium Property. Failure to comply with this rule may result in a fine of \$50.00 per violation.

(f) Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as may be provided in these applicable rules and regulations or the Declaration) and/or to require any pet to be permanently removed from the Condominium Property.

(g) The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal

(h) Pets shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.

23. Plumbing. All plumbing and plumbing fixtures shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown into them. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage. Cooking grease and oils may not be disposed of in the sink drain, garbage disposal or commode, separate container must be used for disposal of such materials
24. Responsibility for Deliveries. Unit Owners shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or from the building. The Association shall have the right to charge any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of furnishings or bulk trash to or from that Owner's Unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the Condominium or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit within ten (10) days after the completion of construction of the interior of the Unit or after delivery or removal of any furnishings and/or bulk trash.
25. Roof. Unit Owners, their families, guests and are not permitted on the roof for any purpose, except when accompanied by an air conditioning contractor or management personnel.
26. Rules and Regulations Enforcement. These Rules and Regulations will be enforced as follows:
- (a) Violations should be reported to the manager of the Association, in writing, and not to the Board of Directors or to officers of the Association
  - (b) Violations will be called to the attention of the violating Unit Owner by the manager. The manager will also notify the appropriate committee of the Board of Directors
  - (c) Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action
  - (d) Unit Owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.
27. Signs. With the exception of signs used or approved by the Association, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or on upon any part of the Common Elements or Common Areas, or any part of a Unit, to the property or right of way to the property, so as to be visible outside the Unit or the property, "For Sale" and "For Lease" signs are specifically prohibited.

28. Solicitation. There shall be no solicitation by any person anywhere in the building for any business, cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors
29. Storage. Each Unit Owner's personal property must be stored within the Unit.
30. Telephones. All residents must maintain either telephone service at all times in their Unit or maintain cellular phone service and shall advise the Association and manager of their telephone number or cellular phone number.
31. Trash. All trash, garbage and refuse from the Units shall be deposited with care in garbage dumpsters intended for that purpose. Garbage and other refuse shall be placed in sealed garbage bags and placed by hand, in designated trash dumpsters. No garbage, garbage containers or garbage boy may be kept outside of the Unit either on porches, patios or other limited common element areas. Garbage containers designated by the Association shall be permitted.
32. Use and Occupancy. All Units shall be used for residential purposes. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom contained in a Unit including convertible portions of any Units. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed thirty (30) consecutive days.

If a Unit is rented, only the owner or the tenant and its respective family, but not both the owner and the tenant, shall have the right to use the Association amenities during the rental period. Unless otherwise specified in the lease, the tenant and not the owner shall have the exclusive use of Association amenities.

33. Window and Door Coverings.
- (a) Curtains, drapes and other window or door coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Board of Directors.
  - (b) 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 a substance previously approved by the Board of Directors for energy conservation purposes. No windows may be tinted.
  - (c) Blinds must be 2" slat white horizontal, patios blinds are to be verticals or 2" slat blinds, and no bedsheets or blankets or similar items may be placed or displayed in Windows.
34. Wires. No wiring may be installed or placed on the exterior of any Unit and no roof may be penetrated for any purpose. The exterior of a Unit may not be penetrated for any purpose.
35. Weight Limitations. No Unit Owner shall cause to be placed any weight on any portion of his Unit which shall interfere with the structural integrity of the building
36. Parking and Vehicle Restrictions.
- (a) Improper or non-conforming vehicles may be towed by the Association at the Unit Owner's expense and liability, subject to applicable provisions of law.
  - (b) Delivery or repair vehicles must park in owner's or guest spaces only.
  - (c) No resident or guest may park in a parking space that has been assigned to another Unit Owner without the permission of the authorized assigned user.
  - (d) The Association may grant special permission for parking in non-assigned parking spaces.
  - (e) Motorcycles must provide reinforcement materials under the kickstand to avoid making holes in the pavement.

- (f) No loud or modified muffler vehicles shall be allowed.
- (g) Bicycles, mopeds, scooters (motorized or not) shall not be parked in front or sides of buildings or on the front porch, but may be stored in the patio, except for motorized vehicles used by handicap persons.
- (h) No vehicle washing, repair or maintenance shall be allowed except that car-washing will be allowed in specific areas.
- (i) No vehicle shall be parked on any lawn or grassed area, sidewalks, curbs, landscaped area, traffic lanes, any area not striped and marked for parking, dumpster pads, or in any manner that will obstruct traffic.
- (j) No parking space or driveway may be blocked. This rule shall apply even if other space or driveway is assigned to the Unit Owner who is blocking the space.
- (k) Any vehicle with lettering or graphics will be considered as commercial vehicle and prohibited from parking.
- (l) Parking in handicapped spaces will be allowed only by permit.
- (m) No vehicle shall be allowed to drip oil or other hydro-carbons onto the driveways or parking areas.
- (n) No skateboards, motorized vehicles or bicycles shall be allowed on any walking path or sidewalk.
- (o) Developer and Declarant's management shall be exempt from these rules during construction and maintenance.

37. Miscellaneous.

- (a) No garage sales or yard sales shall be allowed.
- (b) Hose bib keys will be available to Unit Owners and tenants upon request only and must be returned on the same day.
- (c) Bulk disposal items (furniture, appliances etc.) must be stored in areas designated by the Association until picked up. The costs of bulk pickup will be reimbursed by Unit Owner or tenants to the Association.
- (d) Any Unit Owner who is renting the Unit, shall provide in the Unit lease that Lessee is bound by all Rules and Regulations contained herein.
- (e) Any Unit Owner who is renting shall provide in the lease that Lessee must carry general liability insurance coverage in excess of \$100,000.00, and also carry contents coverage (renters insurance) and provide proof of such insurance to the Unit Owner and the Association.

38. Resale or Re-Leasing Units.

- (a) No signage for sale by owner or a realtor will be permitted in or on a Unit, nor on Limited Common Elements or Common Areas, nor in the right-of-way adjacent to the Condominium Property or Common Areas.
- (b) Owner may register the Unit for sale or lease with the Association which will maintain a list of all Units for sale or lease within the Condominium and the name of a contact person.
- (c) No access to the Condominium Property will be given to potential buyers or tenants unless Owner or its agent have made specific arrangements with the Association Management for access.

Potential buyers or tenants must be escorted personally by the Owner or its agent when showing the Unit or Common Areas.

39. Association Approval of Purchasers, Leases and Tenants.

- (a) The Association must approve all new owner applications and leases.
- (b) For all new owners and tenants, the Owner of the Unit to be purchased or leased must provide an application form, approved by the Association, with an agreement

from the potential owner or tenant granting permission to the Association to check the potential owner's or tenant's criminal record and credit rating. The potential tenant shall also provide to the Association a non-refundable application review fee of \$50.00 to \$100.00

- (c) All new owners and tenants are required to meet with a board member and a member of management to be informed of these Rules and Regulations.
- (d) The Association shall have seven (7) business days to run a criminal records and credit check and schedule a meeting of the new owner or lessee. The Association shall comply with all applicable Fair Housing laws and doctrines and approval of any new owner or lessee shall not be unreasonably withheld.
- (e) A Unit Owner shall be prohibited from leasing his unit for more than one (1) separate term that starts within a calendar year. All leases shall have a minimum term of ninety (90) days.