

RULES AND REGULATIONS

Section 1. Adoption of and Amendment to Rules and Regulations. The Board of Directors ("Board") of SAN MARCO VILLAS OF MIAMI CONDOMINIUM ASSOCIATION, INC. ("Association") may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management, and control of the Units, the Property, Common Elements, Limited Common Elements, and any other facilities or services made available to Owners ("Rules and Regulations"). Copies of the Rules and Regulations shall be posted in a conspicuous place on the Property prior to the time that they become effective, and copies of same shall be furnished to each Owner at least 72 hours prior to the time they become effective.

Section 2. Violations. Violations should be reported in writing to the President of the Association and not to the Board or other Officers of the Association. Violations shall be called to the attention of the violating Owner by the President of the Association and he will also notify the appropriate committee of the Board. Disagreements concerning violations will be presented to and judged by the Board who shall take appropriate action.

Section 3. Recreation Areas and Facilities. The use of recreational areas and facilities which are Common Elements and Limited Common Elements shall at all times be subject to the Rules and Regulations.

Section 4. Existing Rules and Regulations. The Rules and Regulations listed herein shall be deemed to be in effect until amended by the Board and shall apply to and be binding upon all Owners. Owners shall at all times comply with these Rules and Regulations and shall use their best efforts to see that they are observed and complied with by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. The initial Rules and Regulations are as follows:

(a) An Owner shall occupy and use his Unit as a single-family private dwelling, for himself, the members of his family, his social guests, lessees, and for no other purpose.

(b) Owners shall not use or permit the use of their Units in a manner which would be disturbing to or be a nuisance to other Owners, or in a manner which would be illegal, immoral, improper, or which would cause damage, or injury to the reputation of the Property.

(c) Owners and occupants of Units shall exercise proper care to minimize noise in connection with the use of musical instruments, radios, television sets, amplifiers, or other loudspeakers, so as not to disturb other persons occupying Units. No musical instrument will be played and no phonograph, radio, television set or other loudspeaker will be allowed to be operated or played in any Unit between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of Units.

(d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside walls of the Building. No sign, awning, canopy, shutter, screen, or similar items, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof, except with the approval of the Board.

(e) No clothes, sheets, blankets, laundry, or any kind of article shall be hung out or exposed on any part of the Common Elements, Limited Common Elements, or any part of the exterior of a Building. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials and shall not be obstructed, littered, defaced, or misused in any manner.

(f) No rugs or other articles may be dusted from the windows or any exterior part of a Unit.

(g) No cooking shall be permitted in or on the entryway, the Limited Common Elements or on the Common Elements, except in such area, if any, designated by the Board.

(h) No industry, business, trade, or occupation of any kind shall be conducted, maintained, or permitted on any part of the Property or in any Unit. This shall not preclude ceremonies, parties or similar type of affairs in any Unit or in any common area, provided that such use of any common area shall be approved by the Board and subject to any conditions, including fees for the use of such common areas, as may be determined by the Board.

(i) No "Sold", "For Sale", or "For Rent" signs, or other window displays or advertising shall be maintained or permitted on any part of the Property or in any Unit. The right is reserved by Developer to place "Sold", "For Sale", "For Rent", or other advertising signs and lighting in connection therewith, on any Unit or at such other locations or in such forms as shall be determined by Developer or its agents, and the right is hereby given to any mortgagee, who may become the Owner of a Unit, to place such signs on a Unit owned by such mortgagee.

(j) Nothing shall be done or kept in a Unit which will either increase the Association's cost of insurance or result in the insurance being cancelled.

(k) Owners, their families, dependents, guests, licensees, invitees or permitted lessees are not permitted on the roof for any purpose.

(l) There shall be no solicitation by any person anywhere upon the Property for any reason, charity or any purpose whatsoever, unless specifically authorized by the Board.

(m) An owner may keep pets on the property. Pets will be subject to the following regulations:

(1) A pet will not be allowed out of the Unit unless it is in the custody of the Owner and on a leash not to exceed six feet in length.

(2) A pet will be walked off of the Property.

(3) Any damage to the Building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc., will be the full responsibility of the pet Owner and the Owner shall pay for any and all expenses involved in restoring damaged property to its original, new condition.

(4) The Owner shall be financially responsible for any personal injury or personal property damage caused by a pet to any Owner, occupant, guest, licensee, or employee of the Building.

(n) Reasonable supervision shall be exercised when children are playing in the Common Elements or grounds of the Property.

(o) All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purposes only, at such times and in such manner as the Association will direct.

(p) No wasting of property will be permitted.

(q) Owners will maintain their Units at all times in compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Property.

(r) No repairs will be performed within a Unit by an Owner, contractor, or subcontractor prior to 9:00 A.M. or subsequent to 5:00 P.M.

(s) No Owner (other than Developer, as provided in paragraph 3.7 of the Declaration) shall permit any structural modification or alteration to be made within a Unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board determines, in their sole discretion, that such structural modification or alteration would affect or in any manner endanger the Property. If the modification or alteration desired by the Owner involves the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the removal thereof would in no manner affect or interfere with the providing of utility services constituting Common Elements. No