

Gables Point III Condominium Association, Inc.

Rules and Regulations

It is the purpose of the Association to maintain the community and common elements in a well managed and well-kept manner and it is believed these rules will aid in this endeavor.

The Board of Directors welcomes the assistance of all owners and residents with the enforcement of the regulations below:

1. RULES AND REGULATIONS ENFORCEMENT

Violations should be reported to the offices of Gables Point III Condominium Association, Inc., in writing, and not to the Board of Directors or to other officers of the Association.

Violations will be called to the attention of the violating owner and the Board of Directors of the Association, or any committee created by the Association for receiving such complaints.

Disagreements concerning violations will be presented to and judged by the Board of Directors, which will thereafter take appropriate action.

Owners are responsible for compliance by their guests and lessees with these rules and regulations.

2. FACILITIES

The facilities of the Condominium are for the exclusive use of Association members and their immediate families, tenants, resident house guests and guests accompanied by a member.

3. USE

No immoral, improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, the lands of the Access Road, Easement and Maintenance Agreement, or of the Recreational Lands under the Recreational Land Use Agreement, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.

Each Unit Owner and Member shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noise, smells, or otherwise, nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property. No person shall use the Common Elements or any part thereof, or a Unit, or the lands under the Access Road, Easement and Maintenance Agreement or the Recreational Lands, or any part thereof, in any manner contrary to or not sanctioned by these Rules and Regulations, or amendments thereto as may be from time to time adopted by the Board of Directors of the Association.

In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit

of the Condominium without the prior written consent of the Association, which approval may be arbitrarily withheld. The Association shall possess additional authority to promulgate Rules and Regulations governing the manner, method and to what degree additional permitted uses, when in the Association sole discretion, the use in question has become excessive and/or violates the residential character of the Condominium.

- e. The use of all recreational facilities and the Recreational Lands shall at all times be governed by the Rules and Regulations stated herein or as adopted or amended from time to time by the Association, or such Rules and Regulations as may be posted from time to time in and about the recreational facilities (including those upon the Recreational Lands) by the Association.
- f. Common Elements and Limited Common Elements shall only be used for the purposes intended, and shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items.

4. PETS

- a. There are no restriction upon the keeping of pets as hereinafter defined within the condominium units, subject, however, to the following regulations' "Pets" as heretofore referred to means and refers to aquarium fish, dogs, cats or birds that weigh less than twenty-five (25) pounds. No other or larger pets are permitted except upon prior written approval of the Board of Directors. No permitted pets shall be allowed to commit a nuisance upon the common elements or the Complex. No pet shall be left unattended upon the balcony or terrace area of the unit. No animals of any kind are permitted at recreational areas, including the Recreational Lands and improvements thereon. Pets shall only be walked upon or about the Access Road, common elements, and/or Recreational Lands while controlled by leash; otherwise, such pets shall be carried by the party supervising the same. Wastes deposited by such pets promptly shall be removed by the owner thereof.

5. APPARATUS AND ALTERATIONS

- a. No clothesline or similar device shall be allowed on any portion of the Condominium Property.
- b. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, fences, loggia, balconies, terraces, patios, slabs, porches, or windows of a Unit, except with prior written consent of the Board of Directors of the Association, and further, when approved, subject to the conditions designated and adopted by the Board of Directors. All screening, window and exterior glass door coverings and drape linings shall be approved in writing by the Association and in the colors specified by it.
- c. No Unit Owner shall cause improvements or changes to the exterior of the Condominium, including but not limited to, walls, screening, fencing and fence gates enclosing any patio, balcony, loggia, terrace, slab, porch or painting or other extensive decoration of any aesthetic nature, installing electrical wiring, television antennae or air conditioning units which may protrude through the walls or roof of the Condominium Property or in any manner change the appearances of any portion

of the buildings from that as originally provided without the prior written consent of the Association.

- d. Television, radios, musical instruments and other instrumentalities of sound reproduction or amplification must be used at such times as will provide a minimum disturbance to other Unit Owners.
- e. No garbage cans, supplies, milk bottles or other articles shall be placed in the pathways, halls, stairways, walkways, or parking areas and all garbage shall be properly bagged in plastic containers intended for such purposes and deposited in the facilities provided.
- f. No Unit Owner shall in any way affix any "for sale" or "for rent" signs or any other kind of notice to the exterior of his Unit nor in any way allow any signs to be visible to the general public from within his Unit.

6. CHILDREN

- a. Children shall not be permitted to play in the walks, parking areas, storage areas, pathways or corridors of the Condominium Property.
- b. No person under fifteen (15) years of age may enjoy the use of recreational facilities serving the Condominium or the Recreational Lands unless accompanied by an adult.

7. ASSOCIATION

- a. No Unit Owner or occupant shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees on private business of such Unit Owner, or resident, such employees to be directed by officers or the Association or the management personnel engaged by the Association.
- b. The use of all Common Elements shall be governed by these rules and regulations, as they may be amended from time to time by the Association, and shall be governed by such other Rules and Regulations as may be posted from time to time in or about such Common Elements by the Association.
- c. The Association, through its officers or designated Agent, may maintain a pass key to each unit for utilization for pest extermination services and/or only in the event of emergency, such as fire, leakage, etc. No Unit Owner or occupant shall alter any lock or install a new lock in any door of his premises without the written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association's officer or agent with an additional key for the use of the Association pursuant to its right of access to each Unit.

8. PARKING

- a. Guests should park their motor vehicles only in unassigned parking spaced or on the streets available for such usage. No recreational vehicles, motorcycles, motorbikes, boats or boat trailers or truck shall use any parking area except for the purposes of making deliveries.
- b. No vehicles in an inoperable condition shall be parked or stored in any parking areas. No repairs or cleaning of any vehicle shall be performed in any parking area except on occasion of emergency or unanticipated breakdown.

- c. No parking area or any other part of the Condominium Property shall be used as a storage area for any boat, recreational vehicle, camper, trailer, truck or other item, except a motor vehicle as noted above in daily operation, without the express written consent of the Association.

9. PLUMBING

- a. Water closets and other plumbing 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 in them.

10. RESPONSIBILITY FOR DELIVERIES

- a. Unit owners shall be liable for damages to the condominium property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective condominium units.

11. SOLICITATION

- a. There shall be no solicitation by any person anywhere upon the condominium property for any purpose whatsoever, unless specifically authorized by the Board of Directors.

12. OPEN DOORS

- a. No occupant shall allow the front entrance door to his or her condominium unit to remain open for any purposes other than immediate ingress and egress.

13. FOOD AND BEVERAGE

- a. Food and beverages may only be consumed in common facilities improved for such purposes, unless specifically authorized in writing by at least one of the officers of the Association.

14. HURRICANE PREPARATIONS

- a. Each occupant who plans to be absent from his condominium unit during any portion of the hurricane season must prepare such condominium unit prior to departure by:
 - i. Removing all furniture, plants and other personal items from unit courtyard, patio and balcony.
 - ii. 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 occupant shall furnish to the Secretary of the Association the name of such firm or individual.

15. ODORS

- a. No noxious or unusual odors shall be generated in such quantities that they permeate to other unit and become annoyances or become obnoxious to other owners. Normal cooking odors, normally and reasonable generated from kitchens shall not be deemed violations of these regulations.

16. STORM SHUTTERS

- a. Any unit owner or occupant desirous of installing storm shutters must have the same approved by the Association, prior to the installation thereof, with regard to type, style, size, material and color of said storm shutters.

17. COMPLIANCE BY UNIT OWNERS

- a. Unit owners and occupants shall comply with the foregoing rules and regulations, and any and all rules and regulations which may from time to time be adopted by the Board of Directors. Failure of a unit owner or occupant to comply with the foregoing shall subject same to legal remedies including, but not limited to, suits for money damages, injunctive relief, or any combination thereof.

18. RELIEF

- a. 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 provision of specific restrictions contained in the rules and regulations upon written request thereof, and for good cause shown in the solid opinion of the Board.