

RULES AND REGULATIONS

OF

BEACH CLUB VILLAS CONDOMINIUM

Pursuant to the authority vested in the Board of Directors of Beach Club Villas Condominium Association, Inc. (the "Association"), the following rules and regulations of Beach Club Villas Condominium (the "Condominium") have been adopted by the Board of Directors of the Association (the "Board") to govern the use of the Condominium Property ("Condominium Property") as defined in the Declaration of Condominium.

1. **ENFORCEMENT.** All violations of these rules and regulations shall be reported immediately to a member of the Board, an Association officer and/or the management agent. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board, whose interpretation of these rules and/or whose remedial action shall be dispositive. In the event that any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed \$25 for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium (as defined in the Declaration of Condominium). If the Board deems it necessary, it may bring action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations.

2. **USE OF THE COMMON ELEMENTS.** The Common Elements of the Condominium ("Common Elements") as defined in the Declaration of Condominium, are for the exclusive use of Unit Owners of the Condominium ("Unit Owners"), and their immediate families, lessees, resident house guests and guests accompanied by a member, and no other person shall be permitted to use the Common Elements unless accompanied by a Unit Owner or a member of his immediate family, without the prior written consent of the Association.

3. **NOISE.** All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that said noise is not audible outside of the boundaries of the unit in which it originates.

4. **CHILDREN.** Children shall not play on or about the Condominium Property except under reasonable supervision by a responsible adult.

5. **PETS.** No animals of any kind shall be kept in a unit or allowed upon the Condominium Property except by prior written consent of the Association. Such consent, if given, shall be revocable by the Association at any time, and shall automatically expire upon the death or other disposition of the pet. Pets shall be leashed and restrained at all times when on or about the Condominium Property. No guest, lessee or invitee shall bring any animal upon the Condominium Property. Unit Owners maintaining pets on the Condominium Property, or whose guests, lessees or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of any damage to person or property resulting therefrom. The extent of any such damage and the charges necessary to rectify the damage shall be determined by the Board and collected by the Association.

6. **OBSTRUCTIONS.** There shall be no obstruction or cluttering of the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, elevators, stairways, patios, courts or vestibules, or other Common Elements or areas.

7. **DESTRUCTION OF PROPERTY.** There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Unit Owners shall be held responsible for, and shall bear any expense of such damage caused by the Unit Owner, his family, guests, lessees and/or invitees.

8. HURRICANE SHUTTERS. Upon issuance of hurricane warnings, standard hurricane shutters or panels, as approved by the Board, may be used; provided that, such shutters shall be removed forthwith when hurricane conditions have abated.

9. BALCONIES, WINDOWS, TERRACES, AND DOORS. Nothing shall be dropped, thrown, swept, or otherwise expelled from any window, door, balcony, or terrace. No plants, pots, receptacles or other decorative articles shall be kept, placed, hung or maintained on any ledge, balcony or terrace. All loose or movable objects shall be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Balconies, windows, terraces, and doors shall not be altered from the condition in which originally constructed, including without limitation alteration by painting, screening, or installation of reflective materials, unless pursuant to the Declaration of Condominium, Articles of Incorporation and By-Laws of the Association, a common scheme for doing so is adopted for the entire building in which any such change is proposed. For purposes of assessing fines for violation of this rule, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied.

10. DAMAGE TO COMMON ELEMENTS. Unit Owners shall be responsible for, and shall bear any expense of, any damage to the Common Elements caused by moving into or removing from their Unit, household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.

11. REFUSE. All refuse, waste, bottles, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefor.

12. GUESTS. Unit Owners shall notify the Manager, and security guard, by written notice in advance, of the arrival and departure of guests or family members who have permission to use a Unit in the Unit Owner's absence. No person under twenty one (21) years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.

13. SIGNS. No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony or terrace without the express prior written consent of the Association.

14. KEYS. The Association shall maintain a key to each Unit in the Condominium. No member shall change existing locks or install additional locks unless duplicate keys therefor are provided to the Association.

15. PARKING. Unauthorized parking shall include:

- A. Vehicles parked so as to impede ingress to or egress from other covered or uncovered parking spaces, drives, roads, or building entryways or parked in unauthorized spaces.
- B. Parking of boats, trailers, campers, trucks or other oversized vehicles without the consent of the Association.

Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, polished and/or waxed on the Condominium Property except in such specific area as may from time to time be designated by the Board for such activity.

16. COMPLIANCE WITH DOCUMENTS. All Unit Owners, and every lessee, guest or visitor of a Unit Owner, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the By-Laws.

17. RULE CHANGES. The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property and to assure the comfort and convenience of Unit Owners.