

LAUDERDALE TOWER CONDOMINIUM ASSOCIATION, INC. RULES & REGULATIONS

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy. Each Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may be occupied only by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Under no circumstances may more than one family reside in a Unit at one time, nor may any Unit be occupied by more persons than three (3) times the number of bedrooms in the Unit. "Families" or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, brothers, sisters, children and grandchildren. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. These provisions shall not be applicable to Units used by the Developer for model apartments, guest occupancy, sales offices, other offices or management services.

17.2 Children. Children shall be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them of these restrictions and all rules and regulations of the Condominium Association. All children under eighteen (18) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational and other commonly used facilities.

17.3 Pets. Unit Owners are permitted to maintain pets in their Units, but such pets may not exceed 25 pounds. Service animals of any size necessary to assist Unit owners and other permitted occupants of Units who are visually or hearing impaired, or otherwise handicapped or disabled and require use of a service animal, shall be permitted on the Condominium Property. Such animals may not be permitted to run freely upon any of the Condominium Property. When outside of a Unit, such animals shall be leashed and in the company of an individual willing and able to fully control it. Pets shall be taken off the premises for relief and exercise. Those breeds commonly known as "rottweilers" or "pit bulls" shall not be permitted. Such pets shall nevertheless be subject to the reasonable rules and regulations promulgated by the Condominium Association. If the Board determines in its sole discretion that the pet has become a nuisance to the Unit Owners, or that the rules and regulations regarding pets are not being fully obeyed, the Unit Owner must immediately remove the pet from the Condominium. Any Owner maintaining a pet on Condominium Property shall be fully responsible for, and shall bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Administration. Any Unit Owner maintaining a pet on Condominium Property shall be fully responsible for cleaning up after the pet, including removing any waste or feces deposited by the pet on any common areas of the Condominium Property.

17.4 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited, and which are incident to the use and occupancy of Units. Unit Owners are liable for any damage caused by them, their family members or guests to the Common Elements. No Unit Owner shall make any alterations in the portions of the Improvements of the Condominium which are to be maintained by the - Condominium Association, remove any portion thereof, make any additions thereto, or do any work which would affect the safety, soundness or aesthetic quality of the building containing his Unit or impair any easement.

17.5 Nuisances. No nuisances (as defined by the Condominium Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants, or which will increase the insurance rates on his Unit or the Common Elements. No person shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph, radio or television set or other loudspeaker between the hours of twelve o'clock midnight and the following seven o'clock A.M. if the same shall disturb or annoy other residents of the Condominium, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of ten o'clock P.M. and the following nine o'clock A.M.

17.6 No Improper Uses. No improper offensive hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and any violations of valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover relating to any portion of the Condominium Property, shall be corrected by and at the sole expense of the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

17.7 Leases. No portion of a Unit (other than an entire Unit) may be rented. Units may not be rented by Unit Owners other than the Developer for a term of less than four (4) months nor for more than two (2) terms in any 365-day period. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles and Bylaws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. The Association may require a security deposit of not more than one month's rent to protect against damage to Common Elements or Association Property caused by the tenant. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect repairs or to pay any claim for damage to the Common Elements or Association Property caused by the tenant. The restrictions set forth above shall not apply to the Developer except for provisions relating to Association approval of leases. Chapter 83, Florida Statutes, shall govern the manner in which such security deposits are held and refunded, claims made against, disputes resolved and interest is paid.

Application for such approval shall be made as follows: (i) a Unit Owner intending to lease a Unit shall provide the Condominium Association with written notice of such intention, which notice shall include the name, address and telephone number of such prospective tenant and such other information as the Condominium Association may reasonably require, together with a copy of the proposed lease; (ii) with such application, the Unit Owner or prospective

tenant shall pay an application, processing and screening fee in an amount prescribed by the Board, not to exceed the maximum amount permitted under the Act~ (iii) the Condominium Association is vested with the right and authority to prescribe a supplemental application form which may require disclosure of personal, financial, professional and other information relating to the prospective tenant as may reasonably be required by the Condominium Association in order to enable it to make a responsible investigation of and decision with respect to the prospective tenant, within the time limits set forth herein; (iv) the Condominium Association must either approve or disapprove the proposed lease, and transmit written notice thereof to the Unit Owner, within fifteen (15) days of its receipt of the required notice and information; the failure on the part of the Condominium Association to do so shall be construed as an approval of the lease; (v) if approved, a Certificate of Approval shall be signed by the President or Vice-President of the Condominium Association, duly notarized, and delivered to the Unit Owner or prospective tenant; the Certificate shall be retained by the tenant together with the lease.

The foregoing provisions shall not apply to an Institutional First Mortgagee that acquires title as a result of owning a mortgage upon the involved Unit, whether acquired by deed in lieu of foreclosure or through foreclosure proceedings.

17.8 Exterior Improvements: Window Treatments; Landscaping. No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Condominium Building (including, but not limited to, awnings, signs, screens, jalousies or other enclosures, furniture, fixtures and equipment). Due *to* the unique architectural features of the Condominium relating to the size, shape and configuration of the exterior windows visible from outside the Condominium, any window treatments (shades, blinds, drapery, etc.) installed by the Unit Owner which are visible to the outside shall be opaque and white in color, or shall be of a uniform nature throughout the Condominium as to type, material and color as determined by the Condominium Association. Any window treatments or interior components thereof within each Unit not visible to the outside may be of such material and color in each Unit Owner's discretion. Unit Owners shall not plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Condominium Association. All such requests shall be compatible with existing structures.

17.9 Clotheslines. No garments, rugs or other items of any type shall be hung from any portion of any Unit or Building, and no clothes lines shall be erected on or over any portion of the Condominium.

17.10 Satellites and Antennas. No Unit Owner shall display any sign, advertisement or notice of any type upon the Common Elements or his Unit, and erect no exterior antennas or aerials except as provided in uniform regulations promulgated by the Association.

17.11 Repairs. No Unit Owner shall make or permit any repairs *to* any plumbing or electrical wiring within a Unit except by licensed plumbers or electricians.

17.12 Parking and Vehicles. No person shall park any vehicle so as to obstruct or otherwise impede any resident's ingress or egress to any parking space. No repair of motor vehicles shall be made in any of the roadways, driveways, landscaped, grassed or parking areas of the Condominium nor shall such areas be used for parking of any boat, trailer, camper, bus, truck or commercial vehicle, nor shall parking of any vehicle of any type be permitted on any of the roadways landscaped or grassed areas within the Condominium.

1 7.13 Rules and Regulations. No person shall be permitted to use the recreational facilities of the Condominium, except in accordance with the rules and regulations established by the Association.

17.14 Monitoring. The rights of access and use established with respect to the Condominium Property shall be subject to monitored checks and restrictions. Monitoring personnel shall have the right to stop and question persons (without FOB) and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing such rights to the satisfaction of the monitoring personnel may be required to leave (even if such person is entitled to be where stopped but is unable to prove such right satisfactorily).