

EXHIBIT 6 TO DECLARATION OF CONDOMINIUM FOR
AQUAVITA LAS OLAS, A CONDOMINIUM

RULES AND REGULATIONS

RULES AND REGULATIONS

OF

AQUAVITA LAS OLAS CONDOMINIUM ASSOCIATION, INC.

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements, the Condominium Units, and the Condominium in general shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the By-Laws of the Association. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover in said actions any and all court costs incurred by it, fines together with reasonable attorneys' fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

As used in these Rules and Regulations, unless the context requires otherwise, the defined terms shall have the meanings or definitions listed in the Declaration. All other terms used in these Rules and Regulations shall be assumed to have the meanings attributed to said terms by the Act.

1. RULES AND REGULATIONS:

1.1 Violations should be reported to the Board of Directors or to the officers of the Association or to any designees thereof.

1.2 Violations will be called to the attention of the violating Owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

1.3 Disagreements concerning violations will be presented to and be judged by the Board of Directors or the appropriate committee, if any, who will take appropriate action.

1.4 Unit Owners are responsible for compliance by their guests, family members, employees, agents, visitors, licensees and lessees with these Rules and Regulations.

2. **FACILITIES:** The common parking facilities, open spaces, recreational facilities, sidewalks, driveways, and other Common Elements of AquaVita Las Olas, A Condominium shall be maintained and administered by the Association for the use and benefit of the Owners of the Condominium units in AquaVita Las Olas, A Condominium.

3. **OBSTRUCTIONS:** Sidewalks, entrances, driveways, passages, elevators, vestibules, stairways, corridors, walkways and all Common Elements shall be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in walkways or corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of a Unit, except such as shall have been approved in writing by the Association. Nothing shall be projected out of any window in the Condominium without similar approval by the Association. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the Condominium or the roof thereof, except as may be permitted upon certain Limited Common Element areas in accordance with applicable Federal law.

4. **CHILDREN:** Children shall not play in the corridors, driveways, or stairways or interfere with the operation of the elevators. Reasonable supervision must be exercised when children are playing on the grounds.

5. **DESTRUCTION OF PROPERTY:** Neither Unit Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the buildings or Common Elements. Unit Owners shall be financially responsible for any such damage.

6. **EXTERIOR APPEARANCE:** The exterior of the Condominium and all other areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, ventilators, fans or air conditioning devices shall be used in or about the Condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Hurricane shutters shall be permitted in accordance with applicable law and subject to aesthetic specifications adopted by the Board of Directors.

7. **CLEANLINESS:** All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct.

8. **BALCONIES:** No hot tubs or other bathing apparatus may be kept on balconies. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or upon any roof areas. No objects shall be hung from balconies, patios or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, balconies, walkways or terraces. Unit Owners shall remove all loose objects or movable objects from the balconies, walkways and terraces during the hurricane season. Unit Owners shall not throw anything from balconies, walkways or terraces. To the extent prohibited by municipal laws or regulations, no cooking shall be permitted on any balcony, walkway, or terrace of a Unit. No sweepings or other substances shall be permitted to escape to the exterior of the buildings from the windows, doors, balconies or terraces of individual Units. No balconies may be enclosed or screened.

9. **EMERGENCY ENTRY:** In case of any emergency originating in or threatening any dwelling, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

10. **BICYCLES:** Bicycles must be placed or stored only in designated areas of the parking garage, if any, or in individual units.

11. **ATTIRE:** Unit Owners, their lessees, their families and guests shall not appear in or use the Common Areas except in appropriate attire.

12. **PLUMBING:** Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

13. **TRASH:** No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Areas except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Areas or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, except within an enclosed structure appropriately screened from view erected for that purpose, if any, and otherwise in accordance with the approval of the Association.

14. **EMPLOYEES:** Except where authorized by the Association or Board of Directors, no Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm. Employees of the Association shall not be sent out by Unit Owners for personal errands, and shall not perform work for Unit Owners in the Units or perform personal services during their working hours, except for work or services authorized by the Board of Directors of the Association, or its agents. In the event that any Association employee does perform such personal services for a Unit Owner (regardless of when they are performed) , such performance shall be deemed outside of the scope of their employment by the Association and the Association shall not be responsible in any manner for such employees (including, without limitation, their tortious acts, injuries and remuneration).

15. **COMMERCIAL PROHIBITION:** No Condominium Unit may be occupied or used for any commercial or business purpose; however, offices as an ancillary use shall be permitted to the extent allowed by applicable zoning regulations.

16. **COMMON FACILITIES:** Unit Owners shall cooperate with the Association or any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

17. **HURRICANE PREPARATIONS:** Unit Owners and lessees who plan to be absent from their Unit during the hurricane season must prepare their Unit prior to departure by:

17.1 Removing all furniture and plants from the Unit and its balcony areas.

17.2 Designating a responsible firm or individual to care for their Unit during their absence in the event that the Unit should suffer hurricane damage, and furnish the Association, any management firm or other designate with the name of such firm or individual. The designated firm or individual shall contact the Association, any management firm or other designate for permission to install or to remove hurricane shutters.

18. **GUESTS:** Unit Owners and lessees shall notify the Association or any management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the Unit in the absence of Unit Owners and lessees.

19. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS:** 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.

20. **REPAIR WORK:** No repairs will be performed within a Unit by an Owner, contractor, or subcontractor prior to 8:00 A.M. or subsequent to 6:00 P.M. No work will be performed on Sunday. The foregoing shall not apply to the Developer for so long as the Developer is holding Units for sale in the ordinary course of business.

21. **WINDOWS:** No Unit shall have aluminum foil placed in any window or glass door or any reflective or tinting substance placed on any glass, except such as may be approved by the Board for energy conservation purposes.

22. **SIGNS AND FLAGS:** No sign, advertisement, flag, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs and flags used by the Developer. However, any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, and the Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep

23. **STORAGE:** The personal property of Unit Owners must be stored in their respective Units or in assigned storage lockers or spaces, if any. Unit Owners are responsible to see that nothing is placed in the storage areas which would create a fire hazard. Nothing will be done or kept in a Unit which will either increase the Association's cost of insurance or result in the insurance being cancelled.

24. **STRUCTURAL MODIFICATIONS:** No Unit Owner will permit any structural modification or alteration to be made within a Condominium Unit without first obtaining the written consent of the Board of Directors, which consent may be withheld in the event it determines, in its sole discretion, that such structural modification or alteration would affect or in any manner alter or endanger the Condominium Property. If the modification or alteration desired by the Unit Owner involves the removal of any permanent interior partition, the Board of Directors will 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 Common Elements.

25. FIRE DOORS: Unit Owners shall not use fire doors for ingress and egress except during an emergency.

26. DESIGNATED AREAS FOR PETS: All dogs permitted in accordance with the Declaration of Condominium may only be walked in areas designated by the Board of Directors.

27. COMPLIANCE. Every 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 and By-Laws of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. 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, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or By-Laws, provided the Owner or occupant is afforded an opportunity for a hearing before a committee of other Unit Owners', who are neither Board members nor persons residing in a Board members households, and the following procedures are adhered to:

27.1 Notice: The Association shall at least fourteen (14) days prior to the hearing, notify the Owner of the time and place of the hearing and a statement of the provisions of the Declaration, By-Laws, or Rules and Regulations that have been allegedly violated.

27.2 Hearing: The party against whom the file may be levied shall have an opportunity to respond, to present evidence, and 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. A written decision of the committee shall be submitted to the Owner not later than twenty-one (21) days after the hearing.

27.3 Violations and Fines: Each separate incident which is grounds for a fine shall be the basis of one separate fine. No fines shall exceed one hundred Dollars (\$100.00) per violation, or one thousand Dollars (\$1,000.00) in the aggregate (or such greater amount as may be permitted by law from time to time). In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

27.4 Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

27.5 Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

27.6 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.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of AQUAVITA LAS OLAS, A CONDOMINIUM, and the By-Laws of the Association. To the extent any Rule or Regulation contained hereinabove is inconsistent with any covenant or provision contained within the Declaration of Condominium, By-Laws or Articles of Incorporation, any such covenant or provision shall be controlling and shall prevail over the Rule or Regulation.

These Rules and Regulations shall not apply to the Developer, its agents, its employees, its contractors, nor to the Units owned by the Developer.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules and Regulations are to be reported to the Association who will call the matter to the attention of the violating Unit Owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the Association for subsequent judgment by the Board of Directors.

**EXHIBIT 7 TO DECLARATION OF CONDOMINIUM FOR
AQUAVITA LAS OLAS, A CONDOMINIUM**

BOAT SLIP RULES AND REGULATIONS

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BOAT SLIP RULES AND REGULATIONS

The use of the Boat Slips, piers and docks (the "marina area") shall be in accordance with the following provisions:

1. Each Boat Slip is hereby restricted to use by the Unit Owner or Owners thereof to which it has been assigned, their immediate families, guests and invitees. Boat Slips may not be leased, nor the use thereof assigned, to any other party, except its usage can be assigned in conjunction with a permissible lease of the Unit to which the Boat Slip is appurtenant. Additionally, a Unit Owner may assign the right to use a Boat Slip to another Unit Owner, but to no other person or entity.
2. No person or animal or pet may live aboard any vessel. Living aboard a vessel shall mean remaining on board the vessel overnight.
3. Only one recreational vessel may be moored in a Boat Slip. Other watercraft such as jet skis, tenders or paddle boards may also be moored in a Boat Slip provided that all watercraft and the vessel fit completely within the boundaries of the Boat Slip. All vessels must be fully operable, seaworthy, and equipped with all safety equipment and licensed and registered as may be required by any local, state, or federal law or regulation (although a Unit Owner may be excused from compliance with this restriction from time to time for a period to time not to exceed fifteen days in duration when his vessel is being repaired). The use of vessels, other recreational watercraft, and Boat Slips must be in compliance with the Declaration. The Board shall have the right to prohibit any vessel from mooring in a Boat Slip for aesthetic reasons, within its reasonable discretion.
4. No nuisances shall be allowed to be committed or maintained within the marina area, nor any use or practice that is the source of annoyance to the other Unit Owners, their guests or invitees, or which interferes with the peaceful possession and use of the property by the Unit Owners, their guest or invitees. All parts of the marina area shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner who has been assigned a Boat Slip shall permit any use of his Boat Slip that will increase the cost of insurance to the Association.
5. No immoral, illegal, improper, or offensive use shall be made of the marina area nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed.
6. The Association has the irrevocable right of access to each Boat Slip and marina area during reasonable hours when necessary for the maintenance, repair, or replacement of any portion of a Boat Slip or marina area to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the marina area or to any Boat Slip.
7. A Unit Owner shall not place or cause to be placed in the walkways on the piers or docks any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them, unless small storage trunks for marina and/or vessel related apparatus is permitted by the Board.
8. Boat maintenance or repair activities requiring removal of the vessel from the water or removal of major portions of the vessel (including the engine) shall be prohibited except as necessary in an emergency to prevent sinking of the vessel. Minor repairs and boat maintenance that will not cause or contribute to the release of water pollutants in violation of any applicable law may be performed by Unit Owners or qualified marine mechanics.

9. No commercial activities of any kind may be carried out within the marina area and no commercial vessels shall be kept in any Boat Slip or within the marina area by any Unit Owner.
10. Each Unit Owner who has been assigned a Boat Slip is responsible for properly mooring his vessel in accordance with the practices of good seamanship and these Rules and Regulations. Any damage to the Boat Slip resulting from the failure of the vessel to be properly moored and secured in the Boat Slip shall be the responsibility of the Unit Owner who has been assigned the Boat Slip and such Owner shall indemnify and hold the Association harmless from any such damage, including costs and attorney fees. Installation of boat lifts for dry storage of vessels, or other similar apparatus, is strictly prohibited.
11. Each Unit Owner who has been assigned a Boat Slip shall follow any and all safety precautions that may be issued by the Association, the National Weather Service, the National Hurricane Center, the U.S. Coast Guard or any other governmental agency. Each Unit Owner shall be responsible for preparing his Boat Slip and securing or removing his vessel in the event of a storm. All Unit Owners who have been assigned a Boat Slip must file with the Association the name, address, and telephone number of a firm or individual who will be responsible for securing or removing his vessel if it becomes necessary for such Unit Owner to take action under this section and such Unit Owner is absent or unavailable.
12. All trash shall be properly disposed of in accordance with these Rules and Regulations. No refuse of any kind shall be dumped or deposited into the waterway. The cleaning of fish or other marine life shall not be permitted in or upon the marina area.
13. No hazardous or toxic materials (as such may be defined under any applicable law) may be stored, used, transported, or disposed of within the marina area, and any bilge water pumped into the waterway must be free of such materials. Discharge or release of oil or grease associated with engine and hydraulic repairs and discharge or release of paints or solvents associated with hull scraping, cleaning, and painting is specifically prohibited. The Association shall have the right, but not the obligation, to remove any hazardous or toxic materials from the marina area or any vessel.
14. All vessels must be equipped with such sanitary equipment, in operable condition, as may be required by any applicable law, ordinance, or regulation. All toilets on vessels occupying Boat Slips shall be U.S. Coast Guard-approved Type II marine sanitation devices.
15. The Association shall have the right to enter any vessel in the marina to determine its seaworthiness and compliance with the Declaration and these Rules and Regulations, provided such entry shall be at reasonable times and with reasonable advance notice. The Association shall have the right, but not the obligation, to remove any vessel that does not comply with the Declaration or these Rules and Regulations.
16. In case of an emergency originating in or threatening any Boat Slip or vessel regardless of whether or not the Unit Owner is present at the time of such emergency, the Association shall have an immediate right, but not the obligation, to enter any Boat Slip or vessel for the purpose of remedying or abating the cause of such emergency.
17. The use and operation of the Boat Slips and marina area are further governed by and subject to a Broward County Environmental Resource License.