

permitted.

A conditional license to keep such pet at Paradise by the Sea is granted to an original Owner in residence (not to a resale Owner, a lessee or guest), subject to the foregoing conditions and reservations and also the following conditions.

- (a) Owners dogs shall be of a size to be comfortably transported to one's arms and will not weigh over 15 pounds.
- (b) A lessee, resale Owner or guest of an Owner shall never be permitted to keep a pet at Paradise by the Sea.
- (c) Owners pets must be on leash at all times.
- (d) All pets must not be permitted in the pool deck vicinity, park, recreation room or any grassy area around buildings. Dogs or pets are not to be curbed on the immediate premises. Should an accident occur, it is the Owner's responsibility to clean up same immediately.
- (e) Visitors to Paradise by the Sea may not be accompanied by pets of any kind.
- (f) Only one dog or pet is permitted in any apartment providing the pet came at the time the original Owner bought and occupied. No pets are allowed to any Owner purchasing an apartment as a resale.
- (g) The word pet refers to cat ,dog, tropical fish, and no other animal.
- (h) Each Owner of a pet is responsible for full compliance of the foregoing.

## 18. RULE CHANGES

The Association shall have the right to amplify, change, modify or revoke the existing Rules and Regulations in accordance with the Condominium Documents. It may also make such additional Rules and Regulations from time to time as in its opinion, shall be necessary or desirable for the safety, proper maintenance and good order of the premises and for securing the comfort and convenience of all owners. Written notice of any changes shall be sent to each unit owner.

The forgoing Rules and Regulations are approved, consented to and adopted by the Board of Directors of the Association.

# HOUSE RULES AND REGULATIONS FOR PARADISE BY THE SEA ASSOCIATION, INC.

## 1. PURPOSE AND SCOPE

The following House Rules are in compliance with the provisions of the Condominium Documents for Paradise by the Sea Condominium. They are adopted for the purpose of insuring that all owner members may enjoy clean and well-managed buildings and facilities under conditions which are conducive to maximum comfort, convenience and safety. Accordingly, it is absolutely imperative that no apartment unit, or part thereof, be permitted to be used as a hotel room, transient apartment, motel or for any other purpose whatsoever, except as the personal residence of the owner and his immediate family, or of his tenant and his immediate family, provided that the lease to such tenant has been approved as required by the Condominium Documents.

Our community is only as good as we owners contribute to its success. Graciousness is a delicate balance of consideration for others and tolerance. If we were all guided by the "Golden Rule" there would be no need for Rules and Regulations.

## 2. RESPONSIBILITY

Each owner or his properly authorized and approved tenant shall be responsible for the actions and conduct of his family members and their guests as they relate to compliance with the Declaration of Condominium and the House Rules and Regulations of the Association.

## 3. GUESTS AND VISITORS

A guest is a person who is entertained in Paradise by the Sea Condominium by an owner or authorized tenant. However, when owners are not present, guests may not in turn invite other guests or visitors to use the facilities of Paradise by the Sea. An owner who is not in residence must notify the Board of Directors or Manager, at least one week in advance, in writing, of the proposed occupancy of his apartment by any person other than himself. The owner of the apartment must supply his guests with a copy of these regulations and apprise his guests of the importance of knowing and complying with these rules. All house guests using the owners apartment in his absence, must be registered with the Manager. No more than two guests shall occupy a one bedroom apartment and not more than four guests shall occupy a two bedroom apartment.

A guest may be permitted only to visit and temporarily reside in a condominium unit with owner, provided that the stay shall not exceed 30 days out of any 120 / days. Owners and tenants are required to register their guests arrival with the/ building representative.

Unit owners and tenants shall be financially responsible for any damage due to the actions and conduct of their grandchildren and their guests.

Children shall not be permitted to play in the walkways, elevators and stairways of any apartment building, nor in the parking area.

## 9. PARKING

A parking space has been assigned to each apartment. Automobiles will be parked only in areas provided for that purpose. Each owner must register his car with the Manager.

Out of courtesy to others, instruct your guests, visitors and delivery persons where to park. The Association shall have any vehicle which is improperly parked, towed away at the expense of the owner of said vehicle. If an owner wishes to give someone else temporary use of his numbered parking space, he should give a letter of authorization to said person with a copy of that letter to the Manager. No one may park in driveways or delivery zones at any time. Only cars may use the parking area. No boats, trailers, recreational vehicles, commercial vans or pickup trucks are permitted to park in Paradise by the Sea. Use horn only for emergency. All parking of automobiles shall be head-on and within space designated.

## 10. ALL SOLICITATIONS

No door to door solicitations, regardless of cause, will be permitted in Paradise by the Sea Condominium.

## 11. TRASH BOOMS AND CHUTES

All garbage and disposable items should be wrapped carefully and tied securely in plastic bags before being placed in the chute. Keep the room clean and put nothing in the chute which could cause obstruction, fire, explosion, or unusual odor. Chute and entrance doors should be kept closed at all times when not in use. Nothing is to be dropped between 9:00 P.M. and 8:00 A.M. Plastic bags and ties can be purchased from the Manager. No bottles or liquids shall be placed in the chutes. They shall be placed directly in the dumpster. Disposed of newspapers, magazines and other discarded items shall not be left in the trash rooms and must be placed in the ground floor dumpster.

## 12. ROOF ACCESS

Access to the roof for purpose of repairing or replacing the air conditioning equipment by a Unit Owner or his authorized agent shall only be by appointment made with a representative of or under the supervision of a representative of the Manager. No unit owner, or tenant shall be permitted on the roof for any purpose without permission of the Manager.

## 13. LAUNDRY ROOM

Laundry rooms shall be used only between the hours of 8:00 A.M. and 9:00 P.M. Users shall be responsible for removal of lint and leaving premises in a dry and clean manner. No placing of discarded items are permitted in the laundry room. Clothes in washer or dryer are to be removed immediately after cycle is completed.

age are permitted to occupy any apartment unless their parents or adult relatives are in residence at the same time.

(c) Wall to wall carpeting with pad is an absolute requirement for all floors in all apartments above the first story, the only exception being kitchen and bathroom. However, if a unit owner desire's to install marble, ceramic tile, or hardwood floors, or any other hard surface flooring in any room other than bathroom and foyer, he may do so provided that in any such room or rooms where he desires to make such installation, that the unit owner causes to be installed at the unit owner's expense a Sound Control Underlayment of Laticrete AcoustiFlor, according to the specifications of the manufacturer of said product or an approved equal in order to achieve the desired results of the muffling of the transmission of sound to the floor below.

(d) The maintenance and repair of all facilities, equipment and appliances within each apartment unit, including doors, windows, air conditioners, heaters, drains and plumbing fixtures are the personal responsibility of the owner and all of which are his own personal expense; exceptions are unit demising walls.

(e) Air conditioners in the apartment units and air compressors on the roof are the responsibility of the owner and not of the Association. They should be serviced at regular intervals to insure proper operation and, particularly, to prevent damage to other apartments. If in emergencies, service or repairs must be made by Association personnel, the owner will be charged in accordance with commonly accepted fees. All repairs or replacement work must be performed by licensed qualified contractors. Manager shall be notified by owner prior to work being commenced.

(f) No owner may change the outside appearance of the apartment either structurally or through painting, as prescribed in the Declaration of Condominium and these rules and regulations.

## 6. GENERAL

(a) An Owner or tenant shall cover traffic areas within the apartment with carpeting or other sound deadening material to eliminate the transmission of objectionable noises to another apartment.

(b) Rugs, mops, cloths, brooms, and vacuum cleaner bags shall not be dusted, shaken, or dried from the apartment windows, in the hallways, on the balconies or in the stairwells.

(c) No Owner or tenant will be permitted to install any antennae anywhere outside his apartment.

(d) An Owner or tenant shall not store any article, whether in his apartment or in storage rooms, which will create a fire hazard.

(e) No moving is permitted except on weekdays between the hours of 8:00 A.M. and 6:00 P.M. Arrangements shall be made with the Manager in advance for scheduling.

(f) Replacement and present carpeting on the Patio terraces shall be of uniform color and quality as presently exist, except previously Installed tile patio terraces.

(g) No changes by way of additions, painting, decorating or alterations to the outside of apartments, including patio and balcony, are allowed without written consent of the Board.

(h) No laundry, bathing apparel, articles of clothing shall be placed anywhere outside the apartment nor under any circumstances on balcony's railings.

(i) Nothing shall be thrown from or swept off balconies or catwalks.

(j) Hallways must not be obstructed in any manner. Rugs or mats may not be placed outside apartment doors in the corridors and catwalks, except foot mat on entrance door to units.

(k) Cans, supplies, milk bottles, laundry, clothing, garbage, boxes, papers, waste or the like, beach chairs and furniture, etc. shall not be placed on catwalks or corridors. It is mandatory to keep all catwalks and corridors free from any obstructions. 100% clear egress must be maintained as per municipal code requirements.

(l) Owners and tenants are responsible for any damage caused by their workmen or employees.

(m) No carpeting repairs, construction and maintenance work is to be done before 9:00 A.M. or after 6:00 P.M., or on weekends or holidays, unless in authorized emergency.

(n) No signs are to be placed in elevators. Signs placed on bulletin board must be approved by the Manager and be of uniform size.

(o) No signs are to be painted on the pavement or the concrete parking bumpers or otherwise, without the approval of the Board of Directors.

(p) No cooking or Bar-B-Q appliances are to be used on the unit patios, catwalks, corridors or within the parking spaces. No Bar-B-Q cooking is permitted within apartments.

(q) No cabinets are to be placed on unit patios. Freezers and refrigerators limited to under counter type, maximum 4 cubic feet capacity, are permitted on the unit patios.

(r) No motorized scooters, motorcycles, motorized bicycles or supermarket shopping carts are permitted on the premises except on parking spaces. Occupants with a bicycle must store it within their own apartment or storage room.

## 7. LENGTHY ABSENCE OF OWNER OR TENANT

In anticipation of a lengthy absence, the Owner or Tenant must notify the Manager and list the apartment with a responsible firm or individual, for care, vermin control and inspection and authority temporarily, to repair damage which could affect other apartments. The Manager should be given a key to units and should be used by him in event of emergency. Damage repairs shall be at the cost of owner/tenant unless the same is the responsibility of the Condo Association in relation to their responsibility of external repairs.

## 8. RECREATION

(a) Shuffleboard courts are available without advance reservations on a first come first serve basis.

(b) Swimming Pool: Residents and guests must always wear some type of jacket and foot covering inside of the building, and must dry off thoroughly before using the elevators to return to their apartments. Pool facilities are restricted to the use of owners and guests. All persons must shower prior to pool entry and suntan lotion must be removed before entering the pool at any time. Any person with skin rashes or skin conditions or communicable diseases is not permitted in the pool. Persons with open cuts or skin abrasions are requested not to use the pool. No rafts, toys or scuba fins are permitted in the pool. Visiting children under 16 must be accompanied by an adult. No eating is permitted in the pool area, which includes the lawns. Beverages are permitted to be consumed by the use of plastic or paper containers only. Radios or musical instruments are to be modulated in sound, so as not to annoy other people in the area.

(c) Scheduled gatherings for conversation, games, art entertainment, bingo, singing or other acceptable pleasantries such as modeling, amateur shows, or professional performances are encouraged. Good taste and a deadline of 11:00 P.M. should be observed. Only apartment owners, tenants and their guests are permitted to attend functions.

Reservations may be made with the Manager for the reasonable exclusive use of the Recreation Room. Children are not permitted in this room unless accompanied by an adult. Anyone who uses facilities of the recreation rooms for a private party will be charged a fee of \$25.00 for clean-up costs, payable in advance at time of reservation. This does not relieve the user of responsibility for any damage to property, and the user is expected to return the recreation room to a reasonable condition of order and cleanliness. Special care should be taken with the kitchen facilities to safeguard the equipment and prevent fire or electrical problems.

(d) Blankets, mats, beach chairs, etc. or any other furniture are not permitted to be placed on any of the pool side landscaped areas

(e) Park: Hours for use of the Bar-B-Q are from 10:00 A.M. to 10:00 P.M. Persons using the Bar-B-Q are expected to clean up the area, clean the grill, put accumulated trash in receptacle provided. Eating and drinking utensils must be of paper or plastic and not glass or china. Pool Bar-B-Q is operated for group social affairs and by the Association only, and is not for individual use.

(f) Ball playing is not permitted on the premises except in park.

(g) Marina: Marina shall be rented to Unit Owners prior to outside rentals. All rentals shall be on a monthly basis with lease and security deposits. Rentals shall be on a per foot basis plus electric charges and the amount shall be controlled by the Board of Directors. No boat shall be docked at the Marina without the prior registration and approval of the Manager and will be towed away at owner's expense if this rule is violated.

Be it resolved that Rule 3 of the Rules and Regulations is hereby revised and amended as follows: In addition to the requirements elsewhere stated herein, all guests residing in an apartment in the absence of the owner must be a member of the owner's family. For purposes of this Rule and the Condominium Documents generally, the term "family" shall mean and be defined as persons related to the owner by blood, marriage or legal adoption. Proof of such relationship is required in a manner to be determined by the board of Directors. Family members may only occupy an apartment in the absence of the owner, for a period of time not to exceed thirty (30) days out of any 120-day period. Additionally, the occupancy limits as stated elsewhere in this Rule shall apply.

In addition thereto and notwithstanding any statement to the contrary, no authorized tenant shall permit any guest or any person to occupy their apartment in the absence of the tenant.

#### 4. COMPLAINTS-OBJECTIONS

(a) It is intended that the Board of Directors and the Manager shall have full power and authority to enforce these rules and it is not the province or duty of any other person to admonish the violators. If an owner member or tenant sees a violation, he should report it to the Manager, or a member of the Board of Directors who shall make a written record as to the facts and for the taking of action thereon. All other complaints, objections or suggestions must be in writing and signed by the owner member or tenant making the same and shall be filed with the Manager. Unsigned complaints will be ignored.

(b) Objectionable behavior is not acceptable even when not specifically covered in the Rules. Violations of these rules by owners, lessees, employees, guests and children, are the responsibility of the Owners and the Tenants.

(c) Violations will be called to the attention of the violating Owner or other persons by the Manager of the building and the Manager will inform the Board of Directors. Disagreements concerning violations will be presented to and judged by the Board for the proper action. All violations must be directed to the Manager and not to the Board or the Officers of the Corporation. If the Manager does not correct the condition, it may then be brought to the attention of the Board or Officers of the Corporation for proper action.

#### 5. INSIDE YOUR APARTMENT

The inside of your apartment is your private home in the same sense as if it were a single dwelling. You own it and are responsible for maintaining it. The only restrictions on you are those imposed by Law, the Declaration of Condominium, the By-Laws and the House Rules of the Association. Tenants are bound by these rules and regulations to the same extent as their lessor or unit owner.

(a) No residents may make or create unreasonable noises, odors or other annoyances which interfere with the rights, comfort or convenience of the other residents.

(b) No apartment unit may be occupied on a permanent basis by other than the owner or his duly authorized and approved tenant and members of his immediate family, all members of whom must be 18 years of age or older. No guest's children under 18 years of

#### 14. ELEVATORS

The appearance of our elevators will be preserved only if care is taken not to mar or scratch interiors with packages, furniture, etc. The proper operation, emergency, and safety precautions will be explained upon request.

It is recommended that elevator use be avoided during thunder and lightning storms as most power failures occur at this time.

Arrangements to use elevators for any extended use must be made with the Manager. Elevator paddings are required for moving furniture, in or out. Moving time is restricted to the hours between 8:00 A.M. and 6:00 P.M., Monday through Saturday. No moving" will take place on Sunday or Holidays.

#### 15. LEASE OR REALES

An apartment shall be used for a single family residence, only and not to anyone under 18 years of age.

No Owner may dispose of an apartment or any interest therein, by rent or lease, unless the rental agreement or lease shall have been written out in full and submitted to the Board of Directors for approval not less than 10 days before the agreement or lease shall become effective. No lease will be considered for less than three months or more than twenty-four months, and only one lease may be made during any twelve month period. On resales, a fee of \$50.00 will be levied against the Owner to cover processing charges. All leases are subject to the Board of Directors approval. Resales are subject to the same screening restrictions as leases The Board of Directors shall have ten (10) days in which to approve or disapprove the lease and failure of the Board of Directors to act within twenty days shall be deemed approval. Every lease must contain a provision which prohibits subletting and assignment. Applications for all leases must be secured through the Manager's office.

#### 16. NOISE

In order to Insure your own comfort and that of your neighbors, radios, television, hi fi sets, organs or other musical instruments must be kept at a minimum volume, especially between the hours of 10:00 P.M. and 8:00 A.M. All other unnecessary noises shall also be avoided at all times.

#### 17. DOGS AND PETS

The keeping of a dog or other pet at Paradise by the Sea is not a right of an Owner of an apartment, but is a conditional license, available only to Owners as such in residence, and is solely applicable to those dogs and other pets which are being taken into the premises. This conditional license is subject to termination at any time by the Board of Directors upon a determination that such dog or other pet is vicious, is annoying to other Owners or has otherwise become a nuisance. The Owner owning a dog or other pet assumes full liability for all damage to person or property caused by such dog or other pet or resulting from the presence of such dog or other pet at Paradise by the Sea. Only one dog or pet