

**RULES AND REGULATIONS
FOR
RICHMOND PARK II, a Condominium**

The following Rules and Regulations supplement those contained in the Declaration of Condominium for **RICHMOND PARK II**, a Condominium. They are applicable to all occupants of Units as well as to Unit Owners.

1. The entranceways, passages, vestibules, halls and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other similar objects shall be stored in them.
2. Each Unit Owner's personal property must be stored within the Unit or the Limited Common Elements associated with the Unit.
3. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
4. No articles shall be placed in hallways, stairwells, or entranceways.
5. Neither rugs, laundry nor any other article(s) shall be shaken or hung from windows, doors, or exterior walls. Provided however, without consent of the Association (i) a Unit Owner may display one portable, removable United States flag in a respectful way, and (ii) on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a Unit Owner may display in a respectful way, portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. In addition, a Unit Owner may attach a religious object not to exceed three inches (3") wide, six inches (6") high, and 1.5 inches (1.5") deep on the mantel or frame of the door of the Unit.
6. Garbage and other refuse shall be placed only in designated areas.
7. Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors shall be solely responsible for directing and supervising any employees of the Association.
8. The Association may retain a pass-key to all Units. No Unit Owner shall alter any lock, nor install any new lock, without notice to the Board of Directors, and the Unit Owner shall provide the Association with an additional key.
9. Food and beverages may not be consumed on the Common Elements, except in a manner specifically approved for such purpose.
10. Curtains, drapes and other window coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors.

11. No aluminum foil or white paper may be placed in any window or glass door of a Unit, and no reflective substance may be placed on any glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes.

12. No exterior antennae shall be permitted on the Condominium Property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines and security systems, as well as communication systems.

13. No boats, trucks over 3/4 tons, commercial vehicles, trailers, recreational vehicles, motor homes or other motor vehicles, except four-wheel passenger automobiles or non-commercial vans or pick-up trucks, as determined by the Board of Directors, shall be placed, parked or stored upon the Condominium Property or in the Common Elements for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance. No maintenance or repair shall be performed upon any boat or motor vehicle not owned or controlled by the Association or the Developer in the Condominium Property.

14. With the exception of signs used or approved by the Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Common Elements or any part of a Unit or Limited Common Element associated with such Unit so as to be visible outside the Unit of the Limited Common Element. Additionally, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, windows, roof or other portions of the building or on the Common Elements.

15. Pets shall not be permitted to become a source of annoyance or a nuisance to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.

16. Pets and fish shall neither be kept nor maintained in or about the Condominium Property except with the prior written consent of the Association and then only in accordance with the provisions of the Declaration and the following:

a. No dog or cat shall be permitted outside of its owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. No more than two (2) pets shall reside within any Unit, and no dog or cat shall be of a dangerous breed or disposition. No variance to the number of pets allowed may be granted.

b. Aquariums may not exceed fifty-five (55) gallon in capacity. A Unit Owner shall be limited to one (1) aquarium.

c. Pets are not permitted on any part of the Common Elements except (i) when they are leashed and being walked or transported directly off the Condominium Property or directly to their owner's Unit, or (ii) pursuant to uniform rule and regulations adopted by the Board.

d. Guests and tenants of Unit Owners shall not be allowed to bring pets onto the Condominium Property.

17. No Unit Owner shall make disturbing noises or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played) in his Unit or on the Common Elements appurtenant to it, any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants.

18. No radio or television installation or other electronic equipment shall be permitted in any Unit or any Limited Common Area if it interferes with the television or radio reception of another Unit or any Limited Common Area.

19. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such as are normally used for normal household purposes.

20. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage and furnishing the Association with the name(s) of that firm or individual.

21. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children. Playing shall not be permitted in any of the hallways, stairways, entranceways or other areas where to do so would be disturbing to residents, and loud noises will not be tolerated. In no event shall children under the age of eighteen (18) years be permitted in the areas that may be designated from time to time by the Board of Directors, unless accompanied by an adult.

22. No Unit may be rented more than three (3) times in any calendar year, with each rental period for a time of not less than thirty (30) consecutive days, except for a rental during the entire month of February which may be for a time of not less than twenty-eight (28) consecutive days. Subleasing of a Unit is not permitted.

23. Every Unit 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 (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions. In addition to all other remedies, a fine or fines may be imposed upon a Unit for failure of a Unit 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 following procedures are adhered to:

a. Notice: The Association shall notify the owner, occupant, licensee or

invitee of the reported or alleged infraction or infractions, and shall provide an opportunity for a hearing to such individuals. Included in the notice shall be a date and time of the hearing at which time the owner or occupant shall present reasons why a fine should not be imposed. The hearing shall be scheduled so as to provide reasonable notice and opportunity for preparation. The owner or occupant may be represented by counsel and may cross-examine witnesses.

b. Hearing: The non-compliance shall be presented to a committee of Unit Owners formed for that purpose, which committee shall hear reasons why a fine should not be imposed. A written decision of the committee shall be submitted to the owner, occupant, licensee or invitee by no later than twenty-one (21) days after the Unit Owners' committee meeting. If the Unit Owners' committee does not agree with the fine, the fine may not be levied.

c. Amount: No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing. Provided however, no fine shall, in the aggregate, exceed \$1,000.00.

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

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

f. 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; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.

g. No Lien. No fine will become a lien against a Unit.

24. Except as otherwise required by law, these rules and regulations shall not apply to the Developer, to the Developer's agents, employees or contractors, or to Units owned by the Developer until they are conveyed. They shall apply, however, to all other owners and occupants of Units. The Board of Directors may (but need not, and only if consistent with the Declaration of Condominium) grant, relief to one or more Unit Owners from specific rules and regulations upon written request for such relief and good cause shown (as determined by the Board of Directors in its sole opinion).