

**RULES AND REGULATIONS
OF
THE HAMMOCK AT PALM HARBOR
CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the authority vested in the Board of Directors of The Hammock at Palm Harbor Condominium Association, Inc., the following rules and regulations of The Hammock at Palm Harbor, a condominium, have been adopted at the first meeting of the Board of Directors. The defined terms used herein shall have the same meaning as ascribed to them in the Declaration of Condominium of The Hammock at Palm Harbor, a Condominium.

Section 1. Enforcement. Every Owner and Occupant, including family members, guests and employees, shall comply with the rules and regulations set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, and Bylaws of the Association, as amended from time to time. All violations of these rules and regulations shall be reported immediately to a member of the Board of Directors, 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 of Directors of the Association, whose interpretation of these rules and regulations 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 of Directors of the Association, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. The Association shall give notice to each such person, firm or entity of the alleged violation and shall afford the party an opportunity for hearing before the Board of Directors of the Association. Such notice shall contain: (a) a statement of the date, time and place of the hearing, which date shall be at least fourteen (14) days after delivery of the notice; (b) a statement of the provisions of the Declaration, Bylaws or these rules and regulations which have allegedly been violated; and (c) a statement of the matters asserted by the Association. If the Board of Directors of the Association deems it necessary, it may bring an action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. The Association shall in addition be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations.

Section 2. Use of the Common Elements.

(a) The Common Elements of the Condominium are for the exclusive use of Association members and their immediate families, lessees, and guests accompanied by a member, and no other person shall be permitted to use the Common Elements of the Condominium unless accompanied by an Association member or a member of his immediate family, without the prior written consent or the authorization of the Association, subject to any easement or other rights therein or thereto which have been reserved by Declarant.

(b) Owners shall notify the manager and/or security personnel, by written notice in advance, of the arrival and departure of guests or family members who have permission to use a Unit in the Owner's absence.

Section 3. Leasing or Renting of Units:

(a) No tenant shall rent or lease any part of the Unit to any person not named in lease or rental agreement. Failure to abide by this rule is reason for immediate eviction.

(b) No lease shall be for a term of less than six (6) months.

(c) No lease shall permit occupancy for any Unit by more than the number of persons permitted under applicable law.

(d) Association may require the Unit Owner to terminate any lease upon reasonable cause, and all leases shall so provide.

(e) All leases shall obligate the Tenant to abide by the condominium documents and these rules and regulations.

(f) Owners opting to lease their Units should be familiar with the laws of the State of Florida regarding Landlord's obligations, including procuring of proper license, collection of sales tax, safety equipment for Unit leased, etc., and are solely responsible for compliance with said laws.

(g) After three (3) warnings for the same violation have been given to a tenant or other occupant of a Unit other than the Unit Owner, the Association shall notify the Unit Owner and any rental agent and, if the violation is not thereafter corrected to the satisfaction of the Association, eviction proceedings will begin.

Section 4. Noise. No Unit Owner shall make or permit any disturbing noises on the Condominium Property to be made by itself or their family, servants, employees, agents, visitors, and licensees, or permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument, or operate or permit to be operated any electrical equipment in their Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. No electrical installation in any Unit may interfere with the television, radio or other wired or wireless communication reception in any other Unit.

Section 5. Pets. No more than two (2) domesticated pets may be kept in any Unit by an Owner. The keeping of all pets on the Condominium Property is also subject to the following conditions and reservations:

(a) No animals of any kind shall be kept in a Unit or allowed upon the Condominium Property until the owner of such animal has notified the Board of Directors of the Association in writing of the animal's presence on the Condominium Property. The Board may publish a standard form for the notice required by this section and require that all owners complete such

form for each animal kept on the Condominium Property. Pets shall be leashed, restrained and in the company of a person who is willing and able to fully control the pet at all times when on or about the Condominium Property.

(b) Generally the Board of Directors will allow the Owner (regardless of the number of joint owners) of each Unit to maintain two (2) household pets in their Unit, limited to dogs, cats or other small household pets of a fully domesticated and tame species, (exotic animals that may be dangerous or harmful to persons are not considered household pets), provided the pet is not kept, bred or maintained for any commercial purpose and does not become a nuisance or annoyance.

(c) Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately.

(d) All pets (including cats) must be leashed or contained in an enclosed, secure container at all times when outside a Unit. While in any elevator car on the Condominium Property, all animals shall be either contained in an enclosed, secure container or carried in the arms of the person responsible for control of such animal.

(e) Pets may not be kept in any patio or balcony areas when the Owner is not in the Unit.

(f) Pets may be walked only in assigned areas of the Condominium Property.

(g) Owner assumes full responsibility for any damage to persons or property caused by his or her pet.

(h) Violation of the provisions of this paragraph, or a determination, in the sole discretion of the Association, that a pet is vicious, a nuisance, or a Dangerous Dog as defined in the Declaration of Condominium, shall entitle the Association to all of its rights and remedies provided herein and in the Declaration of Condominium, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be immediately and permanently removed from the Condominium Property.

Section 6. Obstructions.

(a) The sidewalks, driveways, parking spaces, lawns, entrances, passages, vestibules, and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress and egress to and from Condominium Property; nor shall any carts, carriages, chairs, tables, or any other objects be stored therein or thereon.

(b) The personal property of Unit Owners must be stored in their respective Unit or designated storage areas.

(c) No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle shall be permitted on Condominium Property at any time or used on Condominium Property at any time as a residence either temporarily or permanently.

Section 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 said Unit Owner, their family, guests, lessees and/or invitees.

Section 8. Hurricane Precautions.

(a) A Unit Owner who plans to be absent during the hurricane season must prepare their Unit for such season prior to departure, designate a responsible firm or individual to care for the Unit should the Unit suffer hurricane damage, and furnish the Association with the name(s) of such firm or individual.

(b) Supplemental hurricane shutters or panels conforming with the hurricane shutter specifications adopted by the Board of Directors, may be installed on Units as with Board approval. Shutters or panels that require manual installation (as opposed to permanently installed shutters that are mechanically or electrically operated) may be installed only during periods when a hurricane warning is announced and shall be removed forthwith when hurricane conditions have abated.

(c) All loose or movable objects shall be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather condition characterized by high winds.

(d) The Board may, in accordance with Chapter 718, adopt additional rules and regulations regarding hurricane shutters.

Section 9. Balconies, Windows, Terraces and Doors.

(a) No garbage cans, supplies, or other similar articles shall be placed on the balconies, landings or other Common Elements, but must be stored in areas designated by the Board of Directors.

(b) No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies or patios. No Unit Owner shall permit anything to fall from a window or door of their Unit, or sweep or throw from their Unit any dirt or other substance into any of the balconies or elsewhere in the Building or upon the Common Elements.

(c) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of any portion of the Condominium Property, other than those items designated by Declarant, or the Board of Directors. The foregoing notwithstanding, however, Unit Owners may display flags expressly permitted by the Florida Condominium Act in the manner permitted by such Act, as it may be amended from time to time. No modifications, construction or enclosures shall be permitted on any balcony or terrace. The color, type and texture of curtains and drapes (or linings thereof) which face exterior windows or glass doors of Units shall be either white or off-white and shall be subject to Board approval.

(d) No exterior lighting on any balcony or terrace shall violate any rule, regulation, order or guideline established by any applicable governmental or quasi-governmental body or the Association.

(f) Personal property of Unit Owners must be stored in their respective Units or in storage areas provided within the condominium. All skateboards, surfboards, floats, toys, bicycles and any other items are to be stored within the Unit when not in use.

(g) No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any Building or on the Condominium Property.

(h) No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance or tinting placed on any glass.

(i) All ledges, terraces and balconies must be maintained in a neat and orderly condition. The Board of Directors shall have the authority to direct the removal of any plant material placed on a balcony if, in the sole discretion of the Board, the plant material is dead, constitutes a nuisance or hazard to other Units or persons on the Condominium Property or is not being maintained in a neat and orderly condition.

(j) All loose or movable objects shall be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather condition characterized by high winds.

(k) Unit Owners and their tenants, guests and invitees shall observe all laws and regulations concerning the use of a balcony or terrace and all activities conducted thereon.

Section 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 by any other deliveries to or from Units by their invitees.

Section 11. Refuse. All refuse, waste, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefore. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or storage area except as may be required for normal household uses.

Section 12. Guests. Each Owner shall notify the manager by written notice in advance, of the arrival and departure of guests or family members who have permission to use a Unit in the Owner's absence, providing name, address and vehicle license tag number of guest. The Association shall maintain a roster of all Owners and their telephone numbers and addresses, including other than the Unit address.

Section 13. Minors. No persons under eighteen (18) years of age shall occupy a Unit unless a parent or the Unit Owner is also in residence.

Section 14. Signs. No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, exterior wall, door, balcony or terrace without the prior express written consent of the Board of Directors, except for signs used by Declarant.

Section 15. Vehicles and Parking. No vehicle shall be parked so as to impede ingress to or egress from other parking spaces, drives roads, or building entry-ways. Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator.

(a) Parking areas are solely for properly registered and fully operable private passenger vehicles. No commercial vehicle (other than commercial vehicles temporarily on the Condominium Property for delivery, construction, or similar purposes and other than vehicles used by the Declarant or its designees in connection with the exercise of Declarant's rights under the Declaration) shall be parked on the Condominium Property. For purposes of these rules, a commercial vehicle shall be defined as any truck, van or similar motor vehicle with a payload capacity of over one ton, regardless of whether such vehicle displays any signs. No person shall park any boat, trailer, camper, mobile home, motor home, or other recreational vehicle on the Condominium Property.

(b) All vehicles parked within the parking area must be operable and be parked in a proper parking space. Inoperable vehicles must be removed from the premises within four (4) hours.

(c) Owners and their visitors will obey the parking and any other traffic regulations promulgated by the Association.

(d) Except in the event of an emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property.

Section 16. Rules Covering Pool. The following are the current rules for use of this pool:

(a) The pool is a common element for the use of Owners, tenants, guests and invitees of the Owners only.

(b) Use of pool facilities at any time is at the swimmer's own risk.

(c) The Board of Directors specifically disclaims responsibility for any and all pool accidents.

(d) Pool furniture cannot be "reserved."

(e) The Board of Directors shall have the authority to set hours of operation for the pool and prohibit use of the pool or pool area outside of the published hours of operation to prevent nuisances or disturbance to the occupants of Units near the pool.

(f) Children under twelve (12) years of age are prohibited from using the pool unless supervised and accompanied by an adult.

- (g) Showers are required before entering pool.
- (h) No diving is permitted.
- (i) No food or drink is permitted in pool or deck area.
- (j) No pets are permitted in pool or deck area.
- (k) Bathing load is as specified in the rules posted at the pool facility.
- (l) In case of emergency, dial 911.

Section 17. Rules Covering Use of Amenity Building Facilities. The following are the current rules for use of the Amenity Building:

- (a) The Amenity Building and its facilities are a common element for the use of Owners, tenants, guests and invitees of the Owners only.
- (b) Use of Amenity Building facilities at any time is at the user's own risk.
- (c) The Board of Directors specifically disclaims responsibility for any and all accidents occurring in and around the Amenity Building.
- (d) Amenity Building facilities and rooms must be reserved through the manager and in accordance with policies adopted by the Board. Persons holding reservations for various facilities have priority. Otherwise, use of the facilities is on a first come, first served basis, subject to use policies adopted by the Board.
- (e) The Board of Directors shall have the authority to set hours of operation for the Amenity Building and prohibit use of the Amenity Building outside of the published hours of operation to prevent nuisances or disturbance to the occupants of Units near the Amenity Building.
- (f) Children under twelve (12) years of age are prohibited from using the Amenity Building unless supervised and accompanied by an adult.
- (g) No pets are permitted in the Amenity Building.
- (h) Violations of Amenity Building policies or these rules and regulations should be reported to a Board member or the manager. In case of emergency, dial 911.

Section 18. 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 Bylaws, as well as the Declaration and the Articles and Bylaws, rules and regulations of the Association as same may be amended from time to time.

Section 19. Rule Changes. The Board of Directors of the Association 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 their 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 property and to assure the comfort and convenience of Unit Owners.

Section 20. No Amendment to Condominium Documents. The above rules and regulations shall in no way be construed to amend or alter the Articles of Incorporation, Declaration of Condominium, or By-Laws of the Condominium, but shall only be supplemental thereto. In the event of conflict, the order of authority shall be Declaration, Articles of Incorporation, By-Laws and these Rules and Regulations.