

GRAND PALM VILLAGE AT THE VINES, A CONDOMINIUM

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the condominium property, the 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 the 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 the Condominium, the Articles of Incorporation 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, 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 waiver, consent or approval given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

1. **Rules and Regulations:**

- (a) Violations shall be reported to the Board of Directors or to the Officers of the Association or to any designees thereof.
- (b) Violations shall 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.
- (c) Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take the appropriate action.
- (d) Unit Owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. **FACILITIES:** The facilities of the Condominium are for the exclusive use of Unit Owners, their approved lessees and guests accompanied by a Unit Owner. Any damage to the buildings, recreational facilities or other common areas or equipment, caused by any Unit Owner or his guest, shall be repaired in a first class, workman-like manner, at the expense of the Unit Owner.

3. **USE:**

- (a) No immoral, improper, offensive or unlawful use shall be made of any Unit, the Condominium Property or of the Common Elements or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities being jurisdiction thereof shall be observed.
- (b) Each Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will

obstruct or interfere with the rights of the other Unit Owners or annoy them by unreasonable noises, smells or otherwise, nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

(c) No person shall use the Common Elements or any part thereof, nor a Unit, or the Condominium Property or any part thereof, in any manner contrary to or not sanctioned by these Rules and regulations, or amendments thereto as may be, from time to time, adopted by the Association.

(d) In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium without the prior written consent of the Association. The Association shall possess additional authority to promulgate Rules and Regulations governing the manner, method and to what degree additional uses other than noted in these documents may be permitted, and further, shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violated the residential character of the Condominium.

(e) The use of all facilities upon the Common Elements shall at all times be governed by the Rules and Regulations stated herein or as adopted and amended from time to time by the Association, or such rules and Regulations as may be posted, from time to time, in and about such facilities by the Association.

(f) Common Elements and Limited Common Elements shall only be used for the purpose intended, and shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items.

4. **NOISE:** Unless expressly permitted in writing by the Association, no floor covering shall be installed in the Unit, other than carpeting, ceramic tile, marble, or other floor covering installed by the Developer. If any ceramic tile or marble is installed on a second floor Unit, such tile or marble must be approved by the Condominium Association.

5. **OBSTRUCTIONS:** Sidewalks, entrance, driveways, passages, patios, courts, stairways, and all common elements shall be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the Condominium without similar approval. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the Condominium or the roof thereon.

6. **CHILDREN:** Children shall not play on the grounds, except in areas designated by the Board of Directors, or interfere with the operation of the common elements. Reasonable adult supervision must be exercised when children are playing on the grounds.

7. **APPARATUS AND ALTERATIONS:**
(a) No clotheslines or similar device shall be allowed on any portion of the Condominium Property.
(b) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, fences, loggia, balconies, patio slabs, porches, or

windows of the Unit except with the prior written consent of the Board of Directors of the Association, and further, when approved, subject to the conditions designated and adopted by the Board of Directors. All screening, window and exterior glass door coverings and drape linings shall be in the colors specified by the Association.

(c) No Unit Owner shall cause improvements or changes to the Common Elements or Limited Common Elements, or the exterior of the Condominium, including, but not limited to, walls, screening, fencing, plantings, and the fence gates enclosing any patio, balcony, loggia, terrace, slab, porch, or painting or other extensive decoration of any aesthetic nature, installing electrical wiring, television antennae or air conditioning units which may protrude through walls or roof of the Condominium Property or in any manner change the appearance of any portion of the Buildings without the prior written consent of the Association.

(d) Television, radios, musical instruments and any other instruments of sound reproduction or amplification must be used at such times as will not disrupt the quiet enjoyment of the premises by the other Unit Owners.

(e) No garbage cans, supplies, milk bottles or other articles shall be placed in the pathway, halls, stairways, walkways, or "extended driveway" areas.

(f) Only standard "Vines" for sale signs may be placed, one in front and one in the rear of the Unit. No Unit Owner shall affix any other "for sale" or "for rent" signs or any other kind of notice to the exterior of his Unit, nor in any way allow any signs to be visible to the general public from within his Unit.

(g) Any flowers planted by the Unit Owner that are not expected to live through the summer must be removed by the owner, or alternate arrangements must be made by the Unit Owner to have them removed.

8. **DESTRUCTION OF PROPERTY:** Neither Unit Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the building. Unit Owners shall be financially responsible for any damage and the appropriate repair thereof.

9. **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. All shutters must conform in appearance. Installation of drapes or curtains visible from the exterior of the Unit shall have white or off-white, black out type liners used, which liners must be approved by the Association.

10. **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. All disposers shall be used in accordance with the instructions given the Unit Owner by the Association and/or applicable utility. All refuse, waste, etc., shall be securely wrapped in plastic garbage bags. All recyclable material such as tin cans, bottles, plastic containers, etc., should be placed by the curb in the blue container provided by the

county for that purpose. All newspapers, magazines, and clean cardboard should be placed in brown garbage bags all left next to the blue container.

11. **BALCONIES:** Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or on terraces. No objects shall be hung from balconies, patios or windowsills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, and balconies or terraces. Unless enclosed by storm shutters, Unit Owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit Owners shall not throw cigars, cigarettes or any other objects from balconies or terraces. Unit Owners shall not allow anything to be thrown or to fall from windows, doors, balconies or terraces. No sweeping or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces. No balconies may be enclosed or screened, without the prior written consent of the Board of Directors of this association.

12. **STORAGE AND GARAGE AREAS:** Unit Owners are responsible to see that nothing is placed in the storage areas and garage areas which would create a fire hazard or be subject to infestation or spoilage.

13. **EMERGENCY ENTRY:** In the case of any emergency originating or threatening any Unit, regardless of whether the Unit 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 Unit for the purpose of remedying or abating the cause of such emergency.

14. **BICYCLES:** Bicycles must be placed or stored in garages or other designated areas, if any.

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

16. **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.

17. **ROOF:** Unit Owners, their lessees, their families and guests are not permitted on the roof for any purpose whatsoever.

18. **SOLICITATION:** There shall be no solicitation by any person anywhere in the buildings for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

19. **HURRICANE PREPARATIONS:** Each Unit Owner or lessee who plans to be absent from his Unit during hurricane season must prepare his Unit prior to departure by:

(a) Removing all furniture and plants from the patio or balcony, unless protected by storm shutters.

(b) Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage and furnish any management firm or their designee with the name of such firm or other designee for permission to install or to remove hurricane shutters.

20. **GUESTS:** Unit Owners and lessees shall notify 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. Unit Owners and lessees should have such guests check in with the Membership Director at the management office upon arrival.

21. **PETS:** No pet or animal shall be kept on the Condominium property within any condominium Unit unless such pet or animal has been previously approved by the Board of Directors. All pets on the property as of April 29, 1997 shall be deemed to have been approved by the Board. After this date no Unit shall house more than two dogs or two cats, or a combination thereof, and no animal so housed may weigh more than thirty pounds when fully grown. Each Unit may house small domestic birds or tropical fish. No other type of pet/animal shall be permitted in any Unit or on the common elements. Pets must be kept on a leash when in the common areas, and each owner shall be responsible for cleaning up after his animal. Each Unit Owner owning a pet shall assume full responsibility for personal injuries or property damage caused by the pet, and each Unit Owner hereby agrees to indemnify the Association and all other Unit Owners and hold them harmless against any loss, claim or liability of any kind whatsoever arising from, or growing out of any harm, injury, or damage caused by such Unit Owner's pet. In the event that the Board of Directors of the Association determines that any pet or animal is a nuisance to any other Unit Owner, such pet or animal shall be removed upon notice to the Unit Owner by the Board of Directors. A determination by the Board of Directors that a pet or animal creates a nuisance to other Unit Owners shall be conclusive and binding upon all Unit Owners.

22. **ASSOCIATION:**

(a) No Unit Owner or occupant shall direct, supervise or in any manner attempt to assert any control over any employees or contractors of the Association, nor shall Unit Owner attempt to send any such employees or contractors of the Association on private business of such Unit Owner or Resident, such employees and contractors are to be directed only by officers of the Association or the management personnel engaged by the Association.

(b) The use of all Common Elements shall be governed by these Rules and Regulations, as they may be amended from time to time by the association, and shall be governed by such other Rules and Regulations as may be posted from time to time in or about such Common Elements by the Association.

(c) The Association, through its officers or designated Agent, shall maintain a key to each Unit for utilization for pest extermination services and to provide access as permitted in the declaration of Condominium or as otherwise permitted by law. In the event a Unit Owner or occupant shall alter any lock or install a new lock in any door of his premises, the Unit Owner

shall provide the Association's officer or agent an additional key for the use of the Association pursuant to its rights of access to each Unit.

23. **PARKING:** Guests must park their motor vehicles only in designated guest parking spaces available for such usage. Unit Owners and lessees must park in their garages or in the quest parking areas. There is no parking in the "extended driveway areas." The "extended driveway" areas were designed to facilitate backing out of garages and were not intended to be parking areas. The "extended driveway" areas may, however, be used for short term loading or unloading or for the temporary parking of service vehicles. No vehicle that cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property. No motor homes or trailers may remain within the condominium property for more than twenty-four (24) hours.

24. **RESPONSIBILITY FOR DELIVERIES:** Unit Owners shall be liable for damages to the condominium property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective condominium units.

25. **OPEN DOORS:** No occupant shall allow the front entrance door to his or her condominium unit to remain open for any other purpose other than immediate ingress and egress. However, front doors may be left open if an approved screen door is in place.

26. **FOOD AND BEVERAGES:** Food and beverages may be consumed upon the Common Elements in such manner as may, from time to time, be authorized by the Board of Directors.

27. **ODORS:** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become obnoxious to other Unit Owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.

28. **COOKING DEVICES:** No fires, cooking devices or other devices that emit smoke or dust shall be allowed upon any balcony or lanai.

29. **STORM SHUTTERS:** Any Unit Owner or occupant desirous of installing storm shutters must have the same approved by the Association prior to installation thereof and with regard to type, style, size, material and color of said storm shutters.

30. **COMPLIANCE BY UNIT OWNERS:** Unit Owners and occupants shall comply with the foregoing rules and regulations, and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors. Failure of a Unit Owner or occupant to comply with the foregoing may subject the Unit Owner to the imposition of a fine (upon notice and hearing) and to possible legal remedies including, but not limited to, suits for money damages, injunctive relief, or any combination thereof.

31. **RELIEF**: The board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under particular circumstances involved from the provisions of specific restrictions contained in the Rules and Regulations upon written request therefor, and for good cause shown in the sole opinion of the Board.

The foregoing Rules and Regulations are for the mutual benefit of all Unit Owners

Grand Palm Village at the Vines
Condominium Association, Inc.

By: _____
DON VAN KLEECK, President

BOARD OF DIRECTORS

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