

NEW WORLD II CONDOMINIUM

RULES AND REGULATIONS

PART I - INTRODUCTION

A. Documentation

1. The Rules and Regulations of the Condominium, are based upon and rely upon the following documents:

The Condominium Act of the State of Florida, Chapter 718. Statutes of the State of Florida, 1976, as amended, (Act);

The Declaration of Condominium;

The Certificate of Incorporation of The Condominium Association and

The By-Laws of NEW WORLD II CONDOMINIUM ASSOCIATION, INC.

2. The Act provides for the observance of the Declaration, the Certificate, the By-Laws and the Condominium Rules by the unit owners and for their enforcement by the Board of Directors of the Association (Directors).

B. Compliance

All units owners, their tenants, families, guests, employees, and any other persons who may in any manner use the building or the grounds shall be bound by and shall comply strictly with the provisions of the Declaration, the Certificate, the By-Laws, the Condominium Rules as set forth hereinafter, and all agreements, decisions and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time. Failure to comply with any of the aforementioned documents shall be grounds for assessment of penalties and for an action to recover sums due for negligence or damages or for injunctive relief by the Association or, in a proper case, by an aggrieved unit owner.

C. Complaints and Notices

Complaints regarding the management of the condominium units and grounds or regarding actions of other owners shall be made in writing to the Association. In the event of a complaint filed against a unit owner, the Secretary of the Association will notify the unit owner against whom the complaint has been filed requesting said unit owner to correct the condition complained of. If the unit owner neglects or fails to comply, the Secretary of the Association will notify the offending unit owner to appear before Committee designated by the Board of Directors of the Association. The decision of the Board of Directors shall be final and binding upon all parties.

D. Expenses of Enforcement

Every unit owner shall pay the association promptly on demand all fines, penalties, costs and expenses including reasonable attorney's fees incurred by or on behalf of the Association in collecting any delinquent assessments against such unit foreclosing any provisions of the Act, the Declaration, the Certificates, the By-Laws or the House Rules against such owner or any occupant of such unit.

E. Revocability of Approvals

Any consent of approval given under these Rules and Regulations by the Association shall be revocable at any time.

F. Amendments

These Rules and Regulations may be modified, added to, or repealed at any time by the Board of Directors.

PART II HOUSE RULES

A General Use and Occupancy

1. Each of the unit shall be occupied and used only as allowed by existing zoning ordinances, by the respective owners thereof, their tenants (prior approval having been obtained), families, servants, guests, employees and business invitees, if any and for no other purpose.
2. The common elements shall be used only for the purpose for which they are intended.
3. No unit owner or occupant shall place, store or maintain objects of any kind in the halls, lobbies, stairways, walkways, grounds, or other common elements that would obstruct transit through such common elements.
4. Every unit owner or occupant shall at any times keep his unit in a clean and sanitary condition.
5. Every unit owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Florida, by the County, the City or adopted by the Association.
6. No unit owner or occupant shall make or permit to be made any improper or offensive use of this unit.
7. No unit owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common elements without prior approval of the Board of Directors.
8. Nothing shall be allowed, done or kept in any unit which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation or any insurance thereon maintained by or for the Association.
9. No rugs, garments or other objects shall be dusted, shaken or hung from the windows or cleaned by beating or sweeping in any hallway or exterior part of the building.
10. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his employees his or their guests, employees, rents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Any unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an unit or its appurtenances, or of the common elements, by the unit owner.
11. Fireworks are prohibited at all times in the building and on the grounds.
12. Each condominium unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure.
13. No owner shall be allowed to put his name on any entry of the

condominium units or mail receptacles appurtenant thereto except in the places and in the manner prescribed by the Association for such purpose.

14. No unauthorized person shall be permitted on the roof of the building, at any time for any reason.
15. No "For Sale" or "For Rent" signs shall be displayed in the windows, on the patios or exterior walls. The use of the common elements is also prohibited for displaying signs.

#### B. Sale, Lease or Other Transfer

1. Sales and/or leases and renewals thereof require prior approval by the screening committee appointed by the Board of Directors. Each sale and lease and/or renewal thereof shall be contingent upon such approval. Upon approval, a copy of these Rules and Regulations shall be furnished to such lessee or new owner who, by acceptance thereof, agrees to abide by the same. The screening committee may charge a fee of no more than \$100.00 for processing such application of the proposed buyer or lessee.
2. No sub-leases or assignment of existing leases shall be permitted without the consent of approval of the screening committee.
3. Each lease must contain the following clause, to wit:
 

"Lessee agrees in addition to any other security deposit provided in the lease, to deposit with the Condominium Association, a security deposit in the sum of \$500.00 as security for any loss or damage to any of the common areas of the Association caused by the negligence or wilful acts of the Lessees, their families, servants, agents or invited guests. This deposit shall be made prior to the Lessee taking possession of the premises and will be and returned at the expiration of the lease, less any amount deducted from any such damage. Such deposit will be maintained by the Condominium Association, in a special non-interest bearing deposit account maintained for that purpose."
4. Said security deposit shall in no way relieve the unit owner of liability for penalties or damages caused by his occupier which may be in excess of the security deposit so received by the condominium association from said occupier. Such unit owner's excess liability shall be of these Rules and Regulations and the Declaration and By-Law provisions.
5. Any such lease shall likewise contain the following clause to wit:
 

"The Lessor and the Lessee, by the execution of this lease, give and grant unto the Condominium Association, the right, privilege and power to cancel the lease and remove or cause to be removed Lessees or Sub-Lessees who violate the Rules and Regulations of the Condominium Association. Any legal expense incurred in connection therewith or advanced by the Condominium Association, shall be reimbursed to it by the Lessor or may be deducted from the security deposit paid to the Condominium Association, provided, however, that such fees and expenses shall not, in addition to the \$500.00 deposit hereinabove provided for, exceed, as a cost to the Lessor, a sum equivalent to one month's rent paid or payable under this lease".
6. Such security deposit or such amount thereof not charges against same as aforesaid will be returned to said occupier either at the time said occupier "checks out" with the Manager or such reasonable time thereafter to enable said penalty of damages, if any, caused to be properly estimated and established.
7. Any lease made in violation of these Rules and Regulations shall be wholly void and ineffective and any occupancy attempted under such an ineffective lease shall be prohibited by the Board by whatever means the Board deems fit.

C. Parking and Parking Stalls.

1. Unit Owners and employees shall not park within the parking spaces in order to provide more parking for customers and visitors. Notwithstanding the above, in the event that owners and/or employees intend to be in an "in and out basis" and for a short period of time, they can use such parking spaces.
2. Cars must be parked heading in, centered between the yellow lines and against the forward bumper. They shall not protrude beyond the stalls in such a manner as to block the ingress and egress of others.
3. Parking areas shall not be used for any mechanical work on vehicles except in an emergency.
4. Articles shall not be stored in any of the parking stalls.
5. Maintain a 5-mph speed limit while in the condominium common areas and roads.
7. No vehicle, automobile or motorcycle, which cannot operate under its own power, shall remain within the condominium property for more than 24 hours.
8. The owners, their employees, servants, agents, visitors and licensees and the owner's family will obey the parking regulations and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No unit owner shall store or park or leave boats, trailers, trucks or campers or any recreational vehicle on the condominium property.

E. Architectural Control

1. No unit owner or occupant shall install any wiring, television antenna, machines, air-conditioning units or other equipment, or appurtenances whatsoever on the exterior of the building or through the exterior of the building or through the walls, windows or roof thereof.
2. No unit owner or occupant shall make any additions or alteration to any common elements, nor place or maintain thereon any signs, posters or bill whatsoever, except in accordance with such plans and specifications approved by the Directors.
3. No unit owner shall alter, change, decorate or landscape any entrance or hallway appurtenant to his unit except in accordance with standards established or plans approved by the Directors.
4. No unit owner may change the exterior appearance of his unit without the written approval of the Directors.

F. Financial Responsibility

1. Every owner is responsible for prompt payment of maintenance fees, assessments, or other charges authorized by the Association as more fully provided in the By-Laws.
2. Payments which are delinquent will be subject to such fines, penalties and interest as established by the Directors.
3. Any damages to the buildings, or other common areas or equipment caused by any unit owner resident or his guests shall be repaired at the expense of the unit owner who has himself or whose employees family, guests or business invitees have caused same.

G. Security.

1. Each occupant is responsible for closing all doors which should be locked and for observing security regulations.
2. The Manager should be notified immediately of security violations.

H. Refuse Disposal.

1. All waste material and refuse not disposable in the individual units shall be paper wrapped in reasonably small bundles or put in heavy plastic bag before placement in the trash bins.
2. No imflammable or volatiel material shall be placed in the trash bins.
3. No refuse, garbage or trash or any kind shall be thrown or kept in any common elements.

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