

**RULES AND REGULATIONS  
FOR  
THE BREEZE CENTER, A CONDOMINIUM**

**I. GENERAL.**

A. The use and occupancy of the Condominium shall be subject to all applicable building and zoning regulations.

B. Each Owner shall be responsible for the security of his Unit. There shall be twenty-four (24) hour access to the Condominium, and no security company, alarms or guardhouse shall be provided. However, the Board of Directors, in its sole discretion, may take such measures in the future as it deems reasonably necessary or appropriate for the security of the Common Elements only, including, but not limited to, security guard services. In the event guard services or similar security services are implemented, such services shall be a Common Expense of the Association.

C. Supplies, goods, packages, furniture, equipment and all other items being delivered to a Unit shall be delivered at such times and in such manner as may, from time to time, be prescribed by the Board. An Owner shall be liable for loss or damage he causes to any item moved, to any person, to the property of other Owners or to any part of the Common Elements.

D. No signs or advertising shall be permitted to be affixed to or from the exterior of the buildings, including windows and doors except as approved in writing by the Board. Notwithstanding the foregoing, Owners shall be permitted to have their names or other designations on the door leading to their Units; provided, however, the lettering of names and/or other designations and the exact location on or about the door to Units shall be of a size and type permitted by the Board. All signs must be approved in writing by the Board or its designated representative, who shall have the right to review the proposed signs with respect to design, size, color, location and any other factors deemed relevant by the Board or its designated representative.

E. Solicitations for any purpose whatsoever are prohibited.

F. No Owner shall commit or permit any nuisance or immoral or illegal acts to be done or maintained in or about the Condominium Property.

G. No pets or other animals are permitted within the Condominium Property.

## II. COMMON AREAS.

- A. The Board reserves the right to control and operate all Common Elements in such manner as it deems best for the benefit of Owners.
- B. The Owners' use of sidewalks, entrances and exits in the common areas, fire exits and other common areas of the Condominium buildings is limited to ingress and egress from the Units for each Owner and his employees, licensees and invitees and for no other use. No Owner shall permit the encumbrance and obstruction of any such area. The Board reserves the right to control and operate all common areas of the buildings in such manner as it deems best for the benefit of the Owners generally.
- C. No Owner shall install any antenna or aerial wire (radio or television) outside of the building, without the prior written approval of the Board.
- D. Each Owner shall park his vehicle in the area designated by the Board, if any, and shall instruct his employees, licensees and invitees to park their vehicles in whatever areas are designated for such purpose by the Board. Only passenger vehicles less than 15 feet in length or less or light trucks shall be permitted to park on the Condominium Property unless otherwise approved in writing by the Board of Directors.
- E. Food and beverages may be consumed only in Units.
- F. No Owner shall obstruct, litter, mar, damage or deface any part of the exterior of his Unit, exterior doors or walls or other parts of the Common Elements, and an Owner shall be responsible for any such damage caused by himself or his family, employees, licensees, invitees or other persons over whom he exercises control.
- G. No Owner shall enter upon or attempt to enter upon the roof or equipment or power rooms in the buildings without the prior written consent of the Board.
- H. No shades, awnings, window guards, ventilators, fans or air conditioning devices will be used in or about the Condominium except such as will have been approved in writing by the Board, nor will anything be projected out of any window in a Unit without similar approval.
- I. All garbage and refuse from Units will be deposited with care in garbage containers intended for such purpose only at such times, location and in such manner as the Board may direct. There shall be no illegal dumping of any materials. The Board shall have the right to require that garbage containers be placed within each Unit either in lieu of, or in addition to, any garbage containers located on the Common Elements. Unit Owners shall be required to arrange for their own trash pick-up unless and until such time as the Board elects to arrange for trash pickup for the Condominium. Should there be excessive

or unreasonable quantities of such garbage and refuse, the Board reserves the right to levy a special assessment against the Owner causing same.

J. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours. Further, vehicles with expired license tags, unsightly vehicles (which are determined to be unsightly by the Board in its sole discretion), and vehicles which remain stationary for seventy-two (72) consecutive hours, must be removed from the Condominium property.

K. No vehicle repairs of any type will be permitted on and about the Condominium Property.

L. All damage to the Condominium or common areas or equipment caused by Owners, their guests, licensees, invitees, lessees or employees will be repaired at the expense of the Owner causing same.

M. Complaints regarding the management of Units or actions of other Owners must be made in writing to the Board.

N. Owners will maintain their Units at all times in compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Condominium Property.

O. Employees of the Board will not be sent off the Property by an Owner, at any time, for any purpose.

P. Personal property of Owners must be stored in their respective Units.

Q. Owners who plan to be absent during the hurricane season must prepare their Unit prior to their departure, and must designate a responsible firm or individual to care for such Units should the Units suffer hurricane damage and must furnish the Board with the name of such firm or individual. Such firm or individual shall be subject to the approval of the Board. The Owner shall be solely responsible for installing hurricane shutters on the Unit in a timely manner so as to avoid damage to the Unit or the Condominium caused by a hurricane or severe storm. It shall further be the Owner's sole responsibility to remove the hurricane shutters when the hurricane, severe storm or threat thereof has subsided. Each Owner shall indemnify and hold the Association harmless from and against any and all causes, claims of action, liabilities and demands arising out of or in connection with said Owner's failure to install and/or remove the hurricane shutters. In the event the Condominium Property is damaged because of an Owner's improper installation or failure to install the hurricane shutters, the Owner shall pay all costs of repair.

R. No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Condominium Property at any time or used

on the Condominium Property at anytime, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted without the prior written consent of the Board. Overhangs for automobiles will be permitted subject to prior approval by the Association. and the exact location on or about the door to Units shall be of a size and type permitted by the Board. All signs must be approved in writing by the Board or its designated representative, who shall have the right to review the proposed signs with respect to design, size, color, location and any other factors deemed relevant by the Board or its designated representative

S. No noxious or unusual odors, and no excessive or disturbing noises or vibrations shall be generated so as to become annoyances or become obnoxious to other Owners

T. No alarm devices shall be placed on any portion of the Common Elements without the prior written consent of the Board, who shall have the right to designate a specific location for the placement of such devices.

### III. UNITS.

A. The toilets, sinks and other plumbing fixtures in or serving the individual Units shall be used only for the purposes for which they were constructed, and no sanitary napkins, feminine hygiene products, acids, vapors, rags or other materials shall be discharged or permitted to be discharged into the waste lines, vents or flues nor shall any sweepings, rubbish, rags, acids or other foreign substances be deposited therein. Any damage resulting from misuse of such fixtures shall be borne by the Owner who shall have caused the damage, including damage caused by his servants, employees, agents, visitors or licensees.

B. No Owner shall keep in his Unit any inflammable, combustible or explosive substance, nor shall an Owner be permitted to bring into the Condominium or use in his Unit any substance which would create or tend to create a dangerous or combustible condition or impair or interfere with any of the Condominium's services with respect to heating, cleaning or otherwise, nor shall an Owner install any ventilating, air conditioning, electrical or other equipment which the Board determines might cause any such impairment or interference. No Owner may use his Unit for a business which by necessity entails possession and/or use of toxic or hazardous substances or entails hazardous operations or conditions.

C. No Owner shall permit or suffer anything to be done or kept in his Unit which **will**, at any time and for any reason, increase the rate of insurance for the Condominium, or **which will** obstruct or interfere with the rights of other Owners. In the event that the actions of an Owner, his tenants, guests or invitees, cause the rate of insurance for the Condominium to increase at any time and for any reason, the Owner shall immediately pay

to the Association an amount equal to the additional insurance premium and any and all other increases necessitated by such actions.

D. All maintenance of the interior of each Unit will be the responsibility of the Owner.

E. No additional locks shall be placed upon any door without the prior written permission of the Board, nor may door locks be changed without such permission. The Board may retain a pass key to each Unit and must be allowed admittance thereto at all reasonable times for the purpose of examining the premises.

F. No devices for cooking, cooling or heating food may be used, with the exception of microwave ovens, automatic coffee dispensers, refrigerators and hot plates, by any Owner without the prior written permission of the board. In any event, no use of appliances shall be permitted which would create a noxious odor in any of the Units.

G. Each Owner is fully responsible for the protection of his Unit and the contents thereof from robbery, theft, vandalism, pilferage or other loss.

H. There shall be no tinting of windows, or the placing of reflective coating on windows. Further, no Owner shall permit any signs of any nature to be placed in any window or to be hung in any window area without prior written approval of the Board.

I. No Owner may use his Unit for any retail or residential purpose.

J. Each Owner shall be responsible for pest control associated with the interior of his Unit.

K. No mechanics' shops, tire shops or body shops are permitted to operate at the Condominium Property.

L. No business with a high volume of heavy trucks or with a high volume of business traffic are permitted to operate at the Condominium Property.

#### **IV. DELIVERIES.**

Supplies, goods, packages, furniture, equipment and all other items being delivered to the Units, shall be delivered at such times and in such manner as may from time to time be prescribed by the Association. Owners shall be and remain liable for any and all damages to person or property caused by any such deliveries, whether occurring on or about the Condominium Property or the Units thereon.

#### **V. MOVING.**

All moving of furniture, fixtures or other heavy or bulky items into or out of each Unit shall be subject to the supervision and direction of the Association. The loading or unloading of items shall not cause an undue burden to the Condominium Property or the Units. Prearrangement for all moving shall be made with the Association with respect to the time, method, and routing of the move. Each Owner expressly assumes all risk of loss of and damage to any item so moved, as well as liability for injury to any person, whether or not engaged in such moving, and liability in regard to the loss of or damage to the property of the Owner, or damage to any part of the Common Elements. The Association shall not be liable for the act of any person engaged in such moving, nor for any injury to persons or damage or loss to property resulting directly or indirectly from any act in connection with such moving, and each Owner shall be and remain liable for any and all damages the person or property arising therefrom, whether occurring on or about the Condominium Property or upon the Units thereon.

#### **VI. COMPLIANCE BY DEVELOPER.**

Notwithstanding anything herein to the contrary, the foregoing rules and regulations shall not be applicable to the Developer, its agents, employees and contractors or to Units owned by the Developer.

#### **VII. RELIEF.**

Every 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, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (a) Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association by-laws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- (b) Hearing. The non-compliance shall be presented to a committee or other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to

respond to, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting. If a majority of the committee does not agree with the fine, the fine shall not be levied.

- (c) Fines. The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted hereunder or by the Act (whichever is less). No fine shall become a lien upon a Unit. . 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, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a Unit.
- (d) Violations. Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuance of same after a notice thereof is given shall be deemed a separate incident.
- (e) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment thereof.
- (f) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

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 or occupant.

## VIII. ADDITIONAL RULES AND AMENDMENTS THERETO.

The Board reserves the right to make such other reasonable Rules and Regulations from time to time as may be determined to be necessary or appropriate for the safety, care, protection, cleanliness and good order of the Condominium and its Owners. Any such other Rules and Regulations shall be binding upon each Owner with the same force and effect as if the same had been included herein and in existence at the time the Owner had acquired his interest in the Unit. The Board further reserves the right at any time to modify or revoke an existing Rule or Regulation.

## IX. SOUTH FLORIDA WATER MANAGEMENT DISTRICT COMPLIANCE.

The Association shall comply with and accept responsibility for compliance of the Condominium with all rules of the South Florida Water Management District (SFWMD) pertaining to the surface water management system (SWM System), including all permits issued thereunder, and shall be liable for all corrective actions with respect thereto. The Association further agrees to the following covenants and restrictions with respect thereto (collectively, SFWMD Covenants):

- a. The Association is responsible for the operation and maintenance of the SWM System described in the permit referenced below.
- b. The SWM System is owned by the Association.
- c. The Association is responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the SWM system.
- d. Any amendment proposed to these documents which would affect the SWM system, conservation areas or waste management portions of the common areas will be submitted to the District for a determination of whether the amendment necessitates a modification of the SFWMD permit. If a modification is necessary, the District will so advise the permittee.
- e. The rules and regulations of the Association pertaining to the SFWMD Covenants shall remain in effect for a minimum of twenty five (25) years and shall be automatically renewed thereafter.
- f. If wetland mitigation or monitoring is required, the Association shall be responsible to carry out this obligation. The rules and regulations of the Association state that it shall be the Association's responsibility to complete the task successfully, including meeting all (permit) conditions associated with wetland mitigation, maintenance and monitoring.

- g. The SFWMD Permit No. 13-01235-P-11 is attached to the Condominium Documents as Attachment Number 7.
- h. Copies of the permit and any future SFWMD permit actions shall be maintained by the Association's Registered Agent for the Association's benefit.

The SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Association.

g:\clients2\colombano alberto\colombano alberto - seabreeze ind park\condo docs\rules.doc