

Tamiami Business

EXHIBIT E

RULES AND REGULATIONS

RULES AND REGULATIONS FOR TAMIAMI BUSINESS CENTER CONDOMINIUM

I. GENERAL.

A. The use and occupancy of the Condominium units shall be subject to all applicable building and zoning requirements and regulations and, in addition, subject to the following initial restrictions. For illustration purposes and not by way of limitation of future additional restrictions thereon, the following uses are prohibited in any Unit:

- acids and derivatives
- aircraft hangars and repair shops, aircraft assembling and manufacturing
- ammonia
- animal hospitals
- animal reduction plants
- armories, arsenal
- auditoriums
- auto painting, top and body work
- automobile and truck sales and/or automobile and truck rentals including new and/or used vehicles and wholesale distribution
- automotive repairs and servicing
- banks
- boat slips
- clubs, private
- commercial chicken hatcheries
- day nursery, kindergarten and after school care
- dredging base or place where dredging supplies are kept and where dredges or boats or machinery are stored, repaired or rebuilt
- dry cleaning and dyeing plants
- dynamite storage
- engine sales and service, gas, oil, steam, etc.
- explosives
- fireworks
- garages – storage mechanical, including trucks, buses, heavy equipment
- hotel and motel use
- hydrogen and oxygen manufacturing
- locomotive and railroad car building and repair
- nitrate (manufactured and natural) of an explosive nature; and storage
- oil refinery
- oil wells
- oxygen storage and filling of cylinders
- parking lots – commercial and noncommercial
- passenger and freight – stations and terminals – boats, trucks, buses and railroads
- petroleum, gasoline and lubricating oil-refining and wholesale storage
- police and fire stations
- post offices, which shall include self-service post offices, stations and branches, and mail processing centers
- power or steam laundries
- pyroxylin
- radioactive waste handling
- radio and television transmitting stations and studios
- religious facilities
- rendering and storage of dead animals, offal, garbage and waste products
- restaurants
- ship chandlers
- shipyards and dry docks
- slaughterhouse
- storage batteries, wet cell
- testing – jet engines and rockets
- turpentine and resin

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 shall, from time to time, be prescribed by the Board of Directors. An Owner shall be liable for all loss or damage he causes to any item moved, to any person, to third party property as well as to any part of the Common Elements.

D. No signs or advertising of any sort shall be permitted to be affixed to or from the exterior of the buildings, including windows and doors. Notwithstanding the foregoing, Owners shall be permitted to have their names or other designations placed upon the designated area for their unit; provided however that the lettering of names and/or other designation, the size, the color, and the exact location of same upon the designated sign area for the unit shall have been pre-approved in writing by the Board of Directors.

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 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, plaza, entrances and exits in the common areas, stairways, 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 buildings, without the prior written approval of the Board.

D. Each Owner shall park his vehicle in the area designated by the Board and shall instruct his employees, licensees and invitees to park their vehicles in whatever areas are designated for such purpose by the Board. Any parked vehicle encroaching on any adjoining or contiguous parking space, shall summarily be subject to being towed at the owner's sole expense. Only passenger vehicle less than fifteen feet (15') in length which are intended to accommodate no more than seven passengers shall be permitted to park on the Condominium Property.

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 of Directors.

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 of Directors, 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 of Directors may direct. There shall be no illegal dumping of any materials. The Board of Directors 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 of Directors 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 of Directors in its sole discretion), and vehicles which remain stationary for seventy-two (72) consecutive hours, must be removed from the Condominium property.

K. No 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. Any Owner wishing to plant flowers, trees or shrubs outside of his Unit must obtain written permission from the Board of Directors before so doing.

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

O. 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.

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

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

R. 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 of Directors with the name of such firm or individual. Such firm or individual shall be subject to the approval of the Board of Directors. Hurricane shutters shall be owned by the Owners and not the Association. The Owner shall be solely responsible for ensuring that the hurricane shutters and all components thereof function properly at all times. The Owner shall be responsible for becoming familiar with the installation and operation of the hurricane shutters. 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.

S. 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 on Condominium Property without the prior written consent of the Board of Directors.

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

U. No alarm devices shall be placed on any portion of the Unit or the Common Elements without the prior written consent of the Board of Directors, 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 shall be maintained in proper working order and condition at all times by the Unit Owner. 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 of the Condominium 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 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.

C. 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 of Directors 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 extra-hazardous substances or entails extra-hazardous operations or conditions. Notwithstanding, Owner shall maintain or cause to be maintained, at Owner's sole expense, a policy of commercial general liability insurance naming the Association as additional insured, against any injuries or damages to person or property that may result from or are related to the handling of any materials. Owner shall further indemnify Developer and the Association and hold them harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements), suffered or incurred and arising out of or in connection with the hazardous materials.

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 of Directors, nor may door locks be changed without such permission. The Board of Directors 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 by any Owner, with the exception of microwave ovens, automatic coffee dispensers, refrigerators and hot plates, without the prior written permission of the Board of Directors. 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.

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

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 all 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 to 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.

The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Owners under the particular circumstances involved from the provisions of specific restrictions contained in the rules and regulations upon written request therefore, and for good cause shown in the sole opinion of the Board of Directors.

VIII. ADDITIONAL RULES AND AMENDMENTS THERETO.

The Board of Directors reserves the right to make such other reasonable Rules and Regulations from time to time as may be determined by the Board of Directors 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 of Directors further reserves the right at any time to modify or revoke an existing Rule or Regulation.