

**RULES AND REGULATIONS**  
**VILLA MARE CONDOMINIUM ASSOCIATION, INC**  
**Revised April 27, 2024**

1. DEFINITIONS:

- A. "UNIT". The subdivided residential space that constitutes an independent living area within Villa Mare Condominium Association (hereinafter, "Condominium").
- B. "OWNER". The person(s) in who title is vested in a Unit of the Condominium.
- C. "LESSEE". A person who rents or leases an apartment from an Owner.
- D. "GUEST". A person not a member of the Owner's family, who temporarily resides in a Unit with the permission of the Owner or the Lessee, without any monetary consideration. Temporarily means 30 days per visit and no more than a total of 60 days in a twelve month period from July 1 to June 30.
- E. "IMMEDIATE FAMILY". A spouse, parent, grandparent, child, grandchild, brother, sister of an Owner.
- F. "MANAGER". The person and/or company retained by the Board to provide management services for the Condominium.

2. EMPLOYEES:

- A. PERSONAL SERVICES. Building staff employees are not permitted to, and may be discharged, if they perform personal services during their regular duty hours, except in emergencies or unless assigned by the manager.
- B. STAFF WORK FOR UNITS. Arrangements for building staff to do work in Units during working hours or after working hours must be made through the Manager's office.
- C. NO INTERFERENCE. No owner or lessee shall attempt to direct or assist any control over employees. Requests, reprimands or complaints are to be made in writing through the Manager's office.

3. OTHER WORKERS:

- A. OWNER RESPONSIBILITY. Owners are solely responsible for arranging repairs and outside service people for their Units. It is the Owners' responsibility that any worker, service provider, or contractor is properly insured against damage to common areas and other units in the Condominium and that such party adheres to all rules applicable to contractors as noted in the Architectural Review Committee packet and as noted below.
- B. WRITTEN PERMISSION. Management is not permitted to admit anyone to an

Owner's Unit without Owner's prior written permission, except in emergencies.

C. OWNER LIABILITY FOR OWN WORK. Any Owner who elects to do his/her own alterations or other construction work or hires outside help to assist him/her shall be solely responsible and liable for such work, and any damage or issues arising out of or in relation to the performance or results of such work. Any Owner electing to do his/her own alterations or other construction work on his/her Unit must also comply with the rules applicable to contractors as noted in the Architectural Review Committee packet and as noted below.

#### 4. GENERAL USE AND OCCUPANCY

A. OWNER OCCUPANCY AND USE. Subject to all applicable rules and regulation, each of the Units shall be occupied and used solely as a residence by the respective Owners and their Immediate Families, or by their Lessees (prior approval having been obtained) and for no other purpose. Occupants of a Unit is limited to an individual family.

B. COMMON ELEMENTS USE. The common elements of the Condominium shall be used only for the purpose for which they were intended.

C. NO STORAGE IN COMMON ELEMENTS. No owner or occupant shall place, store or maintain objects of any kinds in the halls, lobbies, stairways, walkways, grounds, or other common elements of the Condominium.

D. ABIDE BY LAWS. Every Owner, Lessee, and permitted occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by the State of Florida, Palm Beach County, the Town of Highland Beach, or adopted by the Association.

E. COMMON ELEMENTS FURNITURE. No Owner, Lessee or permitted occupant may alter, change or remove any furnishings or equipment from the common elements.

F. ELECTRICAL OUTLETS IN COMMON AREAS. Electrical outlets in the common areas may not be used for repairs or maintenance in the individual apartments.

G. VENTILATION & AC. Unit doors may not be left open for purposes of using common area air conditioning to cool an Owner's Unit. If a Unit has opened its balcony doors, the Unit's entrance door should remain shut to prevent leakage and burden on building air conditioning as well as penetration of salt into the building's common areas.

H. FAMILY MEMBERS. Whenever a Unit is to be occupied by a Family Member in the absence of the Owner, a written notice must be sent beforehand to the Manager, listing names and length of stay for such Family Members.

I. LIABILITY FOR DAMAGE. An owner shall be liable for the expense of any maintenance, repair or replacement to the common elements rendered necessary by his negligence or by that of any other member of his family or his guests, employees, agents or lessees.

J. NOTICE FOR MOVES. Occupants shall notify the Manager before moving furniture or household effects in or out of the building so that the service elevator may be reserved and properly padded. Any item too heavy for easy carriage shall be moved only by professional movers.

K. DAYS AND HOURS FOR MOVES. Moving furniture or household effects in and out of the building shall be accomplished only from 8:00 AM to 5:00 PM Monday through Friday. Saturday, Sunday and holiday moving is prohibited.

L. SAFETY OF CHILDREN. Children shall not be permitted to run or play in the stairwells, hallways, lobbies, elevators, parking areas, pool area or garage. Roller skating and bicycle riding is not permitted in the garage, parking areas or driveways.

## 5. GUESTS

A. PERMITTED GUESTS. Each Owner has the right to permit up to four (4) guests to use their Unit for up to seven (7) days per quarter. In the event that the Owner wishes to make their Unit available to allowed guests, Owner shall send a written notice to the Manager to register their guests providing names and date of arrival and departure. All guests must abide by all governing documents of the Condominium. Owner shall bear all liability for any damages caused by any guest.

B. DAY PASSES. In the event an Owner wishes to host more than four (4) guests at any time, the Owner may obtain day passes for such guests. Each day pass will bear a service fee of \$25.00. Such fee will be applied by the Condominium to cover additional costs incurred by Owners, collectively, in maintaining the common areas from usage by large groups. In the event of damage to the common areas by Owner's guest(s), Owner will be liable for the expense of remediating such damage. All guests must adhere to all governing documents of the Condominium.

## 6. SALE, LEASE OR OTHER TRANSFER OF UNITS AND CABANAS

A. SALES APPROVAL. All sales of Units and cabanas must be approved by the Board of Administration. An application for purchase must be submitted with a non-refundable fee of two hundred dollars (\$200.00) and the copy of the sales contract to the Board of Administration. Application forms are available from the Management Office.

B. LEASE. To avoid a transient atmosphere, Owners will be permitted to lease their apartment and/or only once a year. The year shall be from July 1<sup>st</sup> to June 30<sup>th</sup>. A copy of the lease and the application to lease must be submitted to the Board of

Administration for their approval with one hundred dollar (\$100.00) fee, which is non-refundable. This fee is applicable to the Unit and cabana separately and individually. A copy of the Rules and Regulations shall be given to every Lessee, who shall, as a condition to the approval of the lease, sign a written statement accepting the Rules. The Owner shall also sign a statement accepting full responsibility for any damage to the common elements and for any inconvenience or annoyance that may arise from the actions of the Lessee. Leases of a duration longer than one (1) year must be reapproved by the Board annually. The lease fee of \$100.00 will be due and payable annually. Requests for renewal of lease approval must be in the form of a lease application.

C. PERMITTED PURCHASER. Cabanas may only be sold to an existing Owner of a Unit or to a purchaser of a Unit.

D. PERMITTED LESSEES. Cabanas may be leased only to an existing Owner or existing Lessee of a Unit.

E. NO SUB-LEASE OR ASSIGNMENT. No sub-lease or assignment of an approved Lease is permitted.

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## 7. PARKING AND PARKING SPACES

A. INFORMATION FOR SECURITY. Owner shall provide the Manager with the make, model, color, year, and license plate number of the car(s) that may be parked in his/her garage space to ensure the security of the building and its residents.

B. PORT COCHERE AND GARAGE DRIVEWAY. There shall be no parking at any time in the upper deck driveway under the port cochere in front of the building or in the garage driveway. The port cochere is reserved for the purpose of discharging and picking up passengers. The garage driveway is reserved for garage ingress and egress as well as staging of maintenance work for the building.

C. DEFINITION OF PARKING AREAS. Parking Areas are defined as:

Upper Deck: There are marked parking slots on the upper deck of the building. These slots are unreserved and available for visitors as well as residents.

Garage: Undercover parking in the garage is assigned and reserved for Owners. Each garage space is numbered and specifically assigned to individual units. These spaces may not be occupied or used by others except with explicit permission of the Owner and upon assignment of temporary parking privileges by the Manager in case of necessity.

D. PARKING MANNER. Cars must be parked head-in, centered between the marked lines and against the forward bumper. They shall not protrude beyond the stall in such a manner as to block the ingress and egress of others.

E. DUTY TO KEEP PARKING SPACES CLEAN. Owners shall maintain their garage spaces in clean and orderly condition. The space shall not be used for storage. Any oil or other spills should be cleaned up by Owner promptly.

F. USE RESERVED FOR PARKING. Parking areas shall be not be used for any mechanical work on vehicles except in the event of an emergency.

G. LESSEES. Lessees of a Unit shall park in garage space(s) belonging to the Owner, subject to 7C above.

H. RIGHT TO LEASE GARAGE SPACE. An Owner has the right to lease or otherwise allow another Unit Owner or Lessee of a Unit in the Condominium to utilize his/her garage space. In the event that an Owner permits another person to use his/her space, Owner should provide Manager a written notice of such arrangement including the names of the parties involved, and the make and model of the car or cars that will be parked in the space.

I. PROHIBITED VEHICLES. No parking areas or spaces shall be used for any purpose other than for parking a private vehicle. No trucks, vans, busses, campers, motor homes, trailers, boats and boat trailers shall be parked overnight in either assigned or unassigned parking areas or in any other place on the Condominium property.

J. ELECTRIC VEHICLES & CHARGING STATIONS. Pursuant to the Highland Beach Fire Department and NFPA 70, no electric or hybrid vehicle may be charged in the parking garage or in proximity to the building. As a result, the building's management/security will disconnect any charge cords if found. In the event of a future violation that results in a fine to the building, the Condominium will pass on such fines to the respective Unit owner(s). If a Unit Owner, Lessee or Guest persists in charging a vehicle contrary to this section, the Condominium may bill the Unit Owner \$100 per instance.

## 8. EXTERIOR APPEARANCE, BALCONIES & SHUTTERS

A. PROHIBITED ITEMS. Exterior shades, awnings, screens, window guards (other than storm shutters and high impact glass windows and doors which meet requirements set by the Board of Administration), ventilators, air-conditioning devices and other fixtures are not permitted.

B. NO DEBRIS OVER BALCONY. Nothing may be hung or shaken outside the apartment or place on the balcony railings, nor shall anything be swept or thrown onto walkways or grounds from a balcony.

C. NO HANGINGS. Nothing may be hung or installed on balcony railings. No structures of any kind, or screen or glass enclosures are permitted on balconies. In the event that any child or pet protection is required, Owner may speak explicit approval from the Manager or President for such protective item.

- D. NO SIGNAGE. No sign or notice of any kind may be exposed on any part of the building, nor shall anything project from the balcony.
- E. NO PAINTING. All painting of exterior walls, ceilings, railings on terrace and balconies is the responsibility of the Condominium. Walls, ceiling or railings on terraces or balconies may not be painted by the Owner nor should Owner change the of such areas from that used across the building
- F. SAFETY PRECAUTIONS. When leaving the building for a lengthy absence or during a hurricane alert, the owner is responsible for completely clearing his balcony of all movable objects. This is an important safety measure in the event of high winds.
- G. SHUTTERS AND HURRICANE WINDOWS. Given the Condominiums location at the forefront of potential tropical storms and hurricanes, the Board has determined that it will be maintaining the dual system of protection of both storm shutters and hurricane impact windows/doors. All changes by Owners to either the shutters or hurricane impact windows/doors must meet or exceed the Dade County specifications for ocean front shutters and hurricane impact window/doors. Further, in the event of a tropical storm warning or hurricane warning, the Condominium will preemptively close all shutters for the building. Owners should note that even if a single Unit's windows fail, the pressure gradient created can cause significant damage to not just that Unit but other Units in the building. Thus, it is in the interest of all residents to ensure the collective safety of all. Also, note that shutters should be closed in the event of heavy horizontal rain which can cause lower quality impact window systems to leak water into the unit (water is unable to exit the window frame system).
- H. EXTERIOR LIGHTS. Exterior lights may not be permanently installed on balconies, except for those initially installed by the Developer. All exterior lights on balconies that are ocean facing must conform with state, county and local regulations, including but not limited to those pertaining to the protection of wildlife.
- I. NO HOSES. Hosing down of balconies is not permitted.
- J. INTERNAL WINDOW COVERINGS. Window coverings within Units shall be white, off white, or ivory.
- K. NO CARPETING. No carpeting of any kind may be installed on the balconies.
- L. NO BARBECUING. No barbecuing is permitted on the balconies.

## 9. SECURITY

- A. OWNER AND LESSEE REGISTRATION. For Fire Safety and Emergency Safety requirements, Owners and Lessees that are not permanent residents of the Condominium should register with the Security Desk and let the Security

Desk know the approximate or actual dates of residence at the Condominium.

B. GUEST REGISTRATION. All guests must register with the Security Desk. If the Security Guard is not present, guests must sign in and sign out on the registration log. Guests must use the entry phone or be permitted entry by the Security Guard to gain entry into the Condominium.

C. CONTRACTOR, WORKER, HEALTH WORKERS, AND CLEANING STAFF PARKING AND REGISTRATION. All contractors, workers, health workers, and cleaning staff shall register at the Security Desk. All parties shall provide their name, Unit they are working in, hour of arrival and departure, and license plate number. Contractors and Workers must park on the north side of the garage. Health workers and cleaning staff may park in the upper deck visitors parking.

D. NO CIRCUMVENTION. Owners and Lessees must not permit Guests to circumvent registration at the Security Desk. Owners and Lessees are prohibited from letting guests onto the pool deck area or ocean walkway or other parts of the Condominium via the street level, garage or building side entrances.

E. KEYS. The Management Office must be given the key or keys to each apartment for emergency use whether or not the Owner or Lessee is in residence. Such keys shall include access keys for the utility closet for each Unit.

F. NO INTRUSION. No person shall be admitted by the Manager or any employee to any Unit in the absence of the Owner or Lessee or permitted guest without written authorization of said Owner, Lessee or permitted guest, except for purposes of emergency repairs, pest control, or closing of shutters in the case of inclement weather, tropical storm/hurricane preparedness.

G. COMMON SECURITY. The presence of any suspicious person, package, object, or unusual incident should be reported immediately to the Security Guard and/or Manager.

H. NO SOLICITATION. No solicitors of any kind shall be permitted in the building at any time and this shall include solicitors for non-profit organizations.

I. NO NOTICES. No personal or group notices or advertisements of any kind shall be placed upon or underneath Unit doors, except communications from the Board of Administration.

J. NO PERSONAL SERVICES. The Security Guard is prohibited from leaving the guard area, unless such leaving is due to an emergency. Accordingly, owners are directed not to ask the guard to perform personal services.

## 10. CABANA USE

- A. OWNERSHIP. Only Unit owners may own a cabana.
- B. FOOD CONSUMPTION. Eating must be confined to the inside of the cabana. *No* cooking shall be permitted in or about the cabana area.
- C. NO NIGHT LODGING. Night lodging in the cabana is not permitted.

## 11. SAUNAS AND EXERCISE ROOMS

- A. PERMITTED USERS. Saunas and exercise rooms are for the use of Owners and Lessees only. Guests may use the sauna and/or exercise room but must first execute a waiver of liability at the Security Desk or Management Office. The onus for completing the waiver of liability form sits on the guest and Unit Owner whom the guest is visiting. The failure to execute a waiver of liability by a guest shall be the responsibility of the Owner and Owner shall bear all responsibility and liability for any injury, damage or claims by his/her guest(s) in the event of injury, damage or other incident.
- B. SUPERVISION OF CHILDREN. Children under the age of sixteen (16) are not permitted to use the sauna and exercise room unless supervised and accompanied by an adult.
- C. ASSUMPTION OF RISK. All persons using these rooms do so at their own risk. Check with your doctor.
- D. USER RESPONSIBILITY. Please turn off all switches, including saunas and electric lights upon completing use of these facilities. Do not drop free weights/ dumbbells on exercise room floors. Do NOT wear street shoes in the exercise rooms. Use all exercise equipment according to instructions.

## 12. CLUB ROOM

- A. PERMITTED USERS. The Club Room is for the use and enjoyment of the Owners and Lessees. The Club Room may not be used for commercial purposes by any party. Owner guests are permitted in the Club Room subject to the rules governing guests hereunder. Any damage to the Club Room premises by Owners, Lessees and/or their guests shall be the liability of the party using the premises.
- B. BOARD USE. The Board of Administration shall have priority in the use of this room only for condominium functions.
- C. PRIVATE PARTIES. Reservations for private parties must be made with the Manager. A private party constitutes any group larger than ten (10) persons. A \$250 refundable cleaning deposit is required at the time of the reservation. If the premises are left in clean condition with no damage to the floors, furniture, countertops, entertainment equipment, etc, the deposit will be returned in full. The party reserving the room shall be liable for all damages to the Club Room. In the event of damage, the cleaning deposit will be used as an offset against the total amount of the

damages, with the remaining amount to be paid by the reserving party.

### 13. POOL AND HOTTUB

A. TIMES OF OPERATION. The pool and the hottub shall be open from 7:00 AM to 11:00 PM, except when the pool and hottub are being cleaned.

B. NO LIFEGUARD/ASSUMPTION OF RISK. The pool and hottub area do not have a lifeguard on duty. ALL PERSONS USING THE POOL OR THE HOTTUB DO SO AT THEIR OWN RISK.

C. NO DIVING. No diving is permitted.

D. SHOWER PRIOR TO USE. A shower must be taken before entering the pool or hottub. All sand, tar, oil, and sun tan lotion must be removed before entering the pool or hottub. Remove all hair pins or bobby pins from hair before entering the pool or hottub.

E. DO NOT URINATE IN THE POOL OR HOTTUB. Pool deck bathrooms are available for men and women. Under no circumstances should any person urinate or otherwise relieve themselves in the pool.

F. TEMPERATURE. The pool will be maintained at 82 degrees from October 15 through May 15. The pool will not be heated after May 15.

G. HOTTUB TEMPERATURE. The hottub temperature may be regulated by users to their liking (subject to the upper temperature limits of the controls) at the control console on the south wall opposite the hottub. Please turn the hottub off when you are done using it. It is commonly recommended for personal health and safety reasons that users NOT USE THE HOTTUB FOR MORE THAN 30 MINUTES.

H. SUPERVISION OF CHILDREN. Children under thirteen (13) years of age must be accompanied and supervised by an adult while on the pool deck and/or in the pool or hottub. Any person with disabilities must be supervised at all times on the pool deck and/or in the pool or hottub.

I. INFANTS. Infants using diapers are permitted to use the pool if they are wearing "Swimees" or swim diapers.

J. NO USE OF TOYS IN THE POOL OR HOTTUB. Rafts, balls, floats, children's toys are not permitted in the pool or hottub. Flotation items attached to a person are permitted for purposes of safety.

K. PROHIBITED BEHAVIOR. Ball playing, running, shouting and noise is prohibited on the pool deck, in the pool and in the hottub. No throwing of balls or other objects while in the pool or hottub. No jumping into the hottub.

L. POOL FURNITURE. Chaises, chairs, umbrellas and tables from the pool deck may not be removed from the pool deck. Chaises and chairs must be covered with a colorfast towel when occupant is in a bathing suit. This includes the chairs and furniture under the pergola. Pool furniture may not be reserved and its use is based on a 'first come, first serve' basis. When you leave the pool deck, pool furniture must be surrendered to permit others residents to use it.

M. REMOVE BEACH TAR. Tar must be removed from feet or shoes, slippers, sandals or footwear when returning from the beach.

N. NO SMOKING. Cigarette, cigar, and pipe smoking is not permitted on the pool deck. Vaping is not permitted on the pool deck.

O. NO RADIO OR TV USE. Radios, TVs and other audible electronics are strictly prohibited from all public areas, except when used with earplugs or other similar devices which prevent same from being heard by other people.

P. INFECTIOUS DISEASES. Persons with contagious or infectious health conditions, such as colds, flus, ear or eye infections, fungal infections, or other skin diseases or with bandages, or open skin abrasions, are not permitted in the pool and hottub.

Q. NO GLASS OR BREAKABLE CONTAINERS. No glassware or other containers that are breakable are permitted on the pool deck. The use of sustainable disposable cutlery and crockery is advised.

R. RIGHT TO PROHIBIT USE. The Board reserves the right to deny the use of the pool, hottub and the pool deck to persons violating the pool and hottub area rules.

S. HALLWAY AND ELEVATOR USE. Persons using the pool and hottub should dry off prior to going into the internal common areas. Persons going to and from the pool area should wear a cover up or robe and dry footwear. Persons going to and from the beach and pool/hottub shall use the service elevator (east side). Sitting on internal common area furniture in wet clothing is prohibited.

#### 14. GRILLING FACILITIES & PERGOLA AREA.

A. GRILL USE. The grill is available for the common use of Owners and Lessees. Any Owner or Lessee using the grill should exercise courtesy in cleaning up after themselves and leaving the grill clean and ready for the next user. Users of the grill should also try to accommodate and share the grill in the event that multiple users are seeking to use it concurrently.

B. RESERVING GRILL USE FOR LARGER GROUPS OF GUESTS. The same rules that apply to the Club Room also apply to any Owner that wishes to host a larger group in the grill/pergola area. The Owner assumes all liability for any injury or damage sustained by guests or others during such a hosted event. NO

GLASS BASED CUTLERY OR CROCKERY OR COOKING WARE MAY BE USED in the pool/grill/pergola area.

#### 15. NOISE

A. TIME. Between 10:00 PM and 9AM noise, which may be heard in another Owner's apartment must be avoided. Accordingly, please reduce the sound of all TV sets, radios, pianos, organs, etc.

B. NO CONSTRUCTION. No construction or repair work in Units or cabanas causing noise is permitted before 8:00 A.M. or after 5:00 P.M., Monday through Friday, and no such work is to be done on Saturday, Sunday or Holidays. (See Section XX below). BALCONY SOUND. Keep radios or TV sound at absolute minimum level on the balcony.

C. FLOOR NOISE. To reduce sound transmission through floors, Owners and Lessees must adhere strictly to specifications provided by architects and local ordinances and guidelines. See Condominium Documents.

#### PETS

D. PETS ALLOWED. Owners may have one (1) dog or cat as a pet in their Unit. No animal may be kept in or on the common areas of the Condominium.

E. VACCINATIONS. All pets must be properly vaccinated and have all shots required by the state, county and local ordinances and regulations.

F. CLEANING UP AFTER PETS. Owners and Lessees are responsible for picking up after their pets. All pet scat should be properly disposed of in sealed bags and in the garbage bins provided for disposing of pet scat. Any Owner or Lessee that does not pick up after their pet will be assessed \$50 for each instance in which the Condominium must provide cleaning services.

G. PETS IN COMMON AREAS. Pets should be on a leash while in the common areas of the Condominium. Owners and Lessees are responsible for controlling their pet(s) and ensuring that it does not harm any other resident or guest of the Condominium. It is the Owner and Lessees responsible to clean up after their pet in the event of an accident in the common areas. The Condominium may assess a service fee if it is required to undertake clean up or remediation services on behalf of the Owner or Lessee.

#### 16. HEALTHCARE WORKERS & CLEANING STAFF

A. REGISTRATION & PARKING. Healthcare workers and Cleaning staff of Owners and Lessees shall register at the Security Desk (see Security herein).

B. USE OF FACILITIES. Healthcare workers and Cleaning staff are not permitted the personal use of any of the recreational facilities of the

Condominium. They are not permitted to use the Condominium common areas when not here for work-related purposes. They are not permitted to bring guests to the Condominium.

## 17. STORAGE LOCKERS

A. ASSIGNED LOCKERS. Each Owner may have one or more assigned storage lockers.

B. PROHIBITED ITEMS. Owners are prohibited from storing any items which create a fire hazard; particularly empty cartons, paper, oil-based paints, thinners, lacquers and other flammable materials.

C. ASSUMPTION OF RISK. Property is stored in the storage lockers at Owner's risk.

D. DUTY TO KEEP CLEAN. Owners should keep their storage lockers clean and free of debris.

## 18. TRASH ROOMS AND CHUTES

A. GARBAGE DISPOSAL. Refuse must be tightly wrapped and tied in plastic bags before dropping into chute, and the bags must be of a size to permit free fall into the chute. Do not force refuse into the chute. Do not place refuse in the chute where its size would block the chute.

B. RECYCLING. Recyclable aluminum, paper products, glass containers, plastic containers, and cardboard should be left in the recycling containers left in the trash room. Materials to be recycled should be rinsed with water to eliminate odors and spills that will attract pests. Corrugated cartons should be collapsed and left in the trash room for staff pick up.

C. TIME OF USE. Trash chutes should be used only between 7:30AM and 9:30PM.

D. NO FLAMMABLES. Never throw cigarette and cigar butts down the chute, unless they have extinguished for a considerable length of time.

E. WET GARBAGE. To avoid undesirable odors and for sanitary reasons, use in-sink disposal for 'wet garbage'. Ensure your in-sink disposal is regularly and thoroughly rinsed and cleaned on a regular basis.

F. COMPLIANCE. Please ensure all service personnel and guests observe the rules regarding the use of the trashrooms and chutes.

## 19. STAIRWAYS

A. FIRE EXITS. Stairways are fire exits. Locations are marked with illuminated exit signs. In the case of fire do not use the elevators but use the stairways to evacuate

the Condominium. The stairway doors are not locked on all floors above the recreation level. Stairways may be used to go from floor to floor.

B. DO NOT PROP OPEN STAIRWAY DOORS. For security reasons, never prop stairway doors open.

C. NO STORAGE. The placing of any item in the stairway area is a fire law violation, subject to legal penalties.

## 20. AIR CONDITIONING UTILITY CLOSETS

A. STORAGE PROHIBITED. No storage of any materials no matter how small is allowed in the Unit Electrical/HVAC/boiler closet. The building is subject to inspections by the Fire Department on a quarterly basis. Citations may result in fines. Any fine incurred due to a Unit's storage of materials in their electrical/hvac/boiler room will be passed on to the Unit Owner(s).

B. WATER TURNOFF. If an Owner or Lessee plans to be away for a prolonged period, we strongly suggest that you turn off your water main to avoid an unintended leak and water damage to other Units as well as to common areas.

## 21. BICYCLES

A. STORAGE. Bicycle storage is provided in the parking garage and bicycles should be parked or stored only in this area. The Condominium may from time-to-time remove bicycles that appear abandoned or unused for prolonged periods. Owners and Lessees store bicycles at their own risk.

B. PROHIBITION. Bicycles are otherwise prohibited in the Condominium or on the grounds.

## 22. CARTS.

A. USAGE. Grocery and luggage carts are provided for the convenience of the Owners and Lessees. All carts are kept at the Garage level. Users of carts should return carts to the garage level after use.

B. PRECAUTION TO NOT DAMAGE COMMON AREAS. All Owners and Lessees should use due caution when using a cart to not damage the common flooring, corners, carpeting, the ceiling vellum, elevator interiors, etc. Owners and Lessees should be particularly cautious in avoiding the corner protrusions in the hallways and having any materials in their carts that protrude vertical and may puncture the vellum ceiling material.

C. RETURN. All carts must be returned to the garage level and placed in proper order.

## 23. MAINTENANCE PERSONNEL

A. SPECIFIC DUTIES. All employees of Villa Mare are hired by and remain under the direction of the Manager and the Board. They are all assigned specific duties and may not do other work during regular hours unless they have a work order issued by the Manager.

B. NOTICE TO MANAGER. Should outsiders be authorized to make repairs of any kind within a Unit during the Owner's absence, Owner must advise Manager, in writing, indicating that entry into the Unit is authorized.

C. WORK IN OWNER UNIT. Work in Owner's Unit by Villa Mare personnel shall only be done after it is authorized by the Manager, and Owner shall pay for such work on a time and material basis at rates established by the management.

#### 24. ARCHITECTURAL REVIEW & CONTROL

A. No Owner or Lessee shall install any wiring, television antenna, machines, air-conditioning units or other equipment whatsoever on or to the balconies or the exterior of the building or protruding from the balconies, through the walls, windows or roof thereof.

B. No Owner or Lessee shall make any additions to any common element, nor place or maintain thereon any signs, posters or bills whatsoever.

C. No Owner may change the exterior appearance of his Unit.

D. All elements of the Architectural Review Committee Application are incorporated herein by reference.

#### 25. REPAIRS & RENOVATIONS

A. ARCHITECTURAL REVIEW COMMITTEE ("ARC"). The Board of the Condominium shall serve as the ARC. The ARC is responsible for promulgating all rules and regulations applicable to repair and renovation work at the Condominium.

B. ARC PACKET. The ARC Application shall specify all rules and regulations applicable to repair and renovation work at the Condominium. A fully completed ARC Application must be submitted and approved by the ARC prior to the commencement of any work by an Owner. The rules and regulations stated in the ARC Application are incorporated herein by reference.

C. SHUTTER, WINDOW & HARD FLOOR INSTALLATION. The ARC shall review the specifications of shutters, windows/sliding doors and hard floors that Unit Owners propose to install. With respect to shutters and windows/sliding doors, the ARC wishes to ensure that proposed items meet ocean front standards. Further, for ocean facing windows, the ARC will require all glazing to be tinted to protect nesting turtles and minimize nighttime light transmission. With respect to hard floors, the ARC wishes to ensure that noise transmission is minimized.

D. DATES AND TIMING. Material repairs and any renovation shall only be undertaken from May 1 through October 31. Work may only be performed from 8:00 A.M. to 4:30 P.M. on Monday through Friday. Contractors must be out of the Condominium by 5PM. Work is prohibited on Saturday, Sundays and Holidays. Working in Units on Saturday and Sunday and Holidays is prohibited.

E. MINOR REPAIRS. Minor repairs are defined as any activity requiring less than one (1) day of work and may be conducted without an ARC Application. A non-Minor Repair or Major Repair is defined as any activity requiring more than one (1) day of work and that produces noise, dust, debris, and/or odor. Owner or Lessee shall notify the Manager in writing of the nature of the work being conducted. Owner or Lessee shall be responsible for taking all protective measures to safeguard the common areas given the nature of the minor repair. In the event that any materials or equipment is being brought up using the elevators, a request must be made 24 hours in advance for installation of pads and carpeting in the service elevator. Any damage to the common areas will be the sole liability of the Owner and Lessee, if any.

F. EMERGENCY WORK. Emergency work within a Unit is exempt from the limitations on material repairs and renovations. Owner shall be responsible for informing Manager or President of Emergency Work and asking for elevator protective material to be installed if possible given the day, time and nature of the emergency. Owner will be responsible for any damage caused to common areas related to or as a result of emergency work within his/her Unit.

G. PROHIBITIONS. Beyond the Rules applicable to contractors or workers in the ARC Application, for all repair, renovation, and emergency work, contractors and workpersons are prohibited from using the Condominium's carts, tools, or cleaning equipment. They are not allowed to use the Club Room kitchen or rest room facilities on the first floor. They are not allowed the use of the pool or hottub or sauna or exercise rooms. They are not allowed to ask the employees of the Condominium to help complete their tasks. It is not the responsibility of the Manager to supervise workmen hired by an Owner for Unit renovation. The Owner or his/her designate should be present to safeguard the common areas.

## 26. FINANCIAL RESPONSIBILITY

A. OWNER RESPONSIBILITY. Every Owner is responsible for prompt payment of maintenance fees, assessments, service fees or other charges authorized by the Board of Administration and/or imposed under these Rules and Regulations.

## 27. CONDOMINIUM ASSOCIATION INFORMATION

A. MONITORS. Television monitors in the mailbox area and at the garage level provide updates and notices from time to time.

B. WEBSITE. The Condominium Association's website includes a host of information for Owners. Please login to the website at [villamarecondo.com](http://villamarecondo.com).

C. EMAILS. The Manager and/or Board may periodically send out information and notices to the Owners that may be time sensitive. Please stay alert for them.

## 28. PRECAUTIONS

A. INSTRUCTIONS. Read instruction booklets for each of your appliances for proper operation and maintenance.

B. AC FILTERS. Clean or change air conditioning filters once a month.

C. FIRE SPRINKLER HEADS. Pay attention to the fire sprinkler heads in your apartment and in the common areas, to avoid contact with same and damage them by doing so. Fire sprinkler heads and fire sprinkler head cover plates may not be painted or otherwise tampered with. Contact the Security Guard or Manager immediately if problems occur.

D. SLIDING DOOR TRACKS. Clean sliding door tracks regularly. Use dry silicone spray on-tracks, locks, etc. to permit easier handling.

E. WIND PRESSURE. Handle entrance doors (and other doors) with care when windows are open to avoid slamming and injury.

F. EXHAUST FANS. Use exhaust fans when cooking.

G. OVERSIGHT. Arrange to have your apartment checked regularly while away.

H. BASE THERMOSTAT SETTING. It is recommended that you maintain a temperature of 75 degrees while away. Higher temperatures in South Florida can result in the growth of mold and mildew.

I. REFRIGERATOR CLEANOUT. Clean out your refrigerator and freezer before you close your apartment for the off-season.

J. PANIC BUTTON. Do not use elevator panic button except in case of emergency. To contact Security Guard, use the telephone.

K. ALARM. Set your apartment alarm when leaving the apartment.

## 29. GRIEVANCES

A. WRITTEN COMPLAINT. As neighbors, we all have certain rights and obligations to each other. If you feel that you have a complaint, it must be made in writing to management and signed by the writer.

THE BUILDING RULES AND REGULATIONS HERETOFORE ENUMERATED SHALL BE DEEMED IN EFFECT UNLESS AMENDED BY THE ASSOCIATION AS PROVIDED IN THE DECLARATION OF CONDOMINIUM AND SHALL APPLY TO AND BE

BINDING UPON ALL CONDOMINIUM UNIT OWNERS.