

RULES AND REGULATIONS FOR
SHERIDAN BEACH CLUB CONDOMINIUM NUMBER TWO

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**RULES AND REGULATIONS
FOR
SHERIDAN BEACH CLUB CONDOMINIUM NUMBER TWO**

The definitions contained in the Declaration of Condominium of Sheridan Beach Club Condominium Number Two ("Declaration") are incorporated herein as part of these Rules and Regulations.

1. The walkways, entrances, halls, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the Building(s) and the other portions of the Condominium Property.

2. The exterior of the Dwelling Units and all other areas appurtenant to a Dwelling Unit shall not be painted, decorated or modified by any Dwelling Unit Owner in any manner without the prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. All draperies, curtains, shades or other window or door coverings installed within a Dwelling Unit which are visible from the exterior of the Dwelling Unit or other portions of the Condominium Property shall have a white or beige backing unless otherwise approved in writing by the Board.

3. No article shall be hung or shaken from the doors, windows, Terraces or Balconies of the Dwelling Units or placed upon the outside window sills of the Dwelling Units without the prior consent of the Board. Flags may be displayed, but only in accordance with Section 718.113(4) of the Act, as amended by Chapter 2003-23, Laws of Florida.

4. No personal articles shall be allowed to stand on any portion of the Common Elements, other than Terraces or Balconies.

5. No Dwelling Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Dwelling Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Dwelling Unit Owners.

6. Each Dwelling Unit Owner shall keep his Dwelling Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof, or from any Terrace or Balcony, any dirt or other substance.

7. Each Dwelling Unit Owner who plans to be absent from his Dwelling Unit during the hurricane season must prepare his Dwelling Unit prior to his departure by:

(a) Removing all furniture, potted plants and other movable objects from his Terrace or Balcony, if any; and

(b) Designating a responsible firm or individual satisfactory to the Association to care for his Dwelling Unit should the Dwelling Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

8. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Condominium Property, except in sanitary, self-locking containers stored inside a Dwelling Unit and kept in a clean and sanitary condition, and no odor shall be permitted to arise therefrom so as to render the Condominium Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Dwelling Unit Owners or to any other property in the vicinity thereof or to its occupants. All garbage, trash, refuse or rubbish shall be properly contained and placed for collection in a trash chute or dumpster, as applicable. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from within the Condominium Property. No dead plants shall be kept on any Terrace or Balcony. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Condominium Property (except when accumulated during construction by Developer, during construction approved by the Association, or when accumulated by the Association for imminent pick-up and discard).

9. Water closets and other water apparatus in the Dwelling Units or at the pool cabana shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Dwelling Unit Owner responsible for same.

10. No Dwelling Unit Owner shall request or cause any employee or agent of the Association to do any private business of the Dwelling Unit Owner, except as shall have been approved in writing by the Association.

11. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Dwelling Unit at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Dwelling Unit Owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case access is deemed permitted regardless of the hour.

12. No vehicle or other possessions belonging to a Dwelling Unit Owner or to a member of the family or guest, employee, customer, invitee or lessee of a Dwelling Unit Owner shall be positioned in such manner as to impede or prevent ready access to another Dwelling Unit Owner's Parking Space. The Dwelling Unit Owners, their family members, guests, invitees, employees, customer, and lessees will obey the parking regulations posted in the parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Dwelling Unit Owners.

13. Except in an emergency, a Dwelling Unit Owner shall not cause or permit the blowing of any horn from any vehicle of which he, his family members, guests, invitees, employees or lessees shall be occupants.

14. No Dwelling Unit Owner shall use or permit to be brought into the Dwelling Unit any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with a permitted use of a Terrace or Balcony, if any.

15. No Dwelling Unit Owner shall be allowed to put his mail receptacle, name or street address on any portion of his Dwelling Unit, except in such place and in the manner approved by the Association for such purpose, which approval shall be based on aesthetic grounds within the sole discretion of the Board.

16. The Association may retain a passkey to each Dwelling Unit. If a Dwelling Unit Owner alters any lock or installs a new lock on any door leading into his Dwelling Unit, such Dwelling Unit Owner shall provide the Association with a key for the use of the Association and the Board.

17. Any damage to the Condominium Property or equipment of the Association caused by any Dwelling Unit Owner, family member, guest, employee, customer, invitee or lessee shall be repaired or replaced at the expense of such Dwelling Unit Owner.

18. Each Dwelling Unit Owner shall be held responsible for the actions of his family members, guests, employees, customers, invitees and lessees.



19. The number of persons occupying a Dwelling Unit shall not exceed two (2) persons per bedroom in total. Occupancy is defined to mean staying overnight in a Dwelling Unit more than thirty (30) days in a six (6)-month period.

20. Food and beverage may not be prepared or consumed, except in the Dwelling Unit or on a Terrace or Balcony or in such other areas as may from time to time be designated by the Board.

21. Complaints regarding the management of the Condominium Property or regarding actions of other Dwelling Unit Owners shall be made in writing to the Association.

22. A Dwelling Unit Owner shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his Dwelling Unit so as to be visible from the Common Elements or any public way.


23. Dwelling Unit Owners may keep, whether temporarily or permanently, no more than



one (1) domestic pet, limited to a dog of gentle disposition or a cat, not to exceed forty (40) pounds in weight, in their Dwelling Units, together with the usual domestic birds in cages and fish in tanks. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property or Association Property, if any. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property or the Association Property, if any. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property or Association Property, if any, and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Dwelling Unit. No pet shall be kept tied outside a Dwelling Unit or on any Terrace or Balcony, unless someone is present in the adjacent Dwelling Unit. No dogs will be curbed in any landscaped area or close to any walk or Terrace, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Dwelling Unit Owner shall immediately pick up and remove any solid animal waste deposited by his pet. A Dwelling Unit shall be liable for any damage to any portion of the Condominium Property or Association Property, if any, caused by his or her pet, including, but not limited to, damage to the Building, the grounds, flooring, walls, trim, finish, tiles, carpeting and stairs. A Dwelling Unit Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property or Association Property, if any. If a dog or any other animal becomes obnoxious to other Dwelling Unit Owners by barking or otherwise, the Dwelling Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Dwelling Unit Owner, upon three (3) days' written Notice and Hearing by the Association, will be required to permanently remove the animal from the Condominium Property.

24. No clothesline or other similar device shall be allowed on any portion of the Common Elements.

25. No boats, boat trailers, recreational vehicles, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go-carts, motor bikes or other motor vehicles, other than four-wheel passenger automobiles and other four-wheel passenger vehicles and certain motorcycles which may be determined acceptable by the Board, shall be placed, parked or stored within the Condominium



Property, provided, however, any vehicle kept on the Condominium Property must be able to fit within a Parking Space. No maintenance or repair shall be done upon or to any such vehicles, except where totally isolated from public view. The Association shall have the right to authorize the towing away of any vehicle in violation of these Rules and Regulations with the costs to be borne by the owner of the vehicle or by the violator.

26. A Dwelling Unit Owner shall not install any screen doors, roll-ups, storm shutters, awnings, hardware or the like without the prior written approval of the Board as to design and color and, in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the Building and the design of any of such items which have been previously installed at the time Board approval is requested. Board approval, however, does not and shall not be construed to constitute approval or conformance with the County or city building codes. It shall be the responsibility of each Dwelling Unit Owner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.

27. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Dwelling Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.

28. A Dwelling Unit Owner shall not install any floor covering in the Dwelling Unit other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Dwelling Unit which does not have another Dwelling Unit below it, without the prior written approval of the Association. The Association may require that soundproofing insulation be placed under such alternate floor covering before installation. If a Dwelling Unit Owner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Dwelling Unit Owner to remove the alternate floor covering.

29. ALL PERSONS USING THE POOL AND ANY OTHER RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK.

30. The swimming pool may be used between the hours of 9:00 a.m. and 9:00 p.m.
31. Glass bottles or glass containers shall not be permitted in the pool area.
32. The pool and pool deck are to be left in clean condition for the mutual benefit of all.
33. Chairs, tables and lounges in the pool area may not be taken to any other areas.
34. The procedure for enforcing these Rules and Regulations shall be as follows:

(a) First Offense (1st Notice)

When the Association becomes aware of noncompliance of a rule or regulation by a Dwelling Unit Owner, family member, guest, employee, customer, invitee or lessee, it shall send a certified letter to the Dwelling Unit Owner advising him of the rule which he has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) Second Offense (2nd Notice)

If a second report is made that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Dwelling Unit Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Dwelling Unit Owner by certified mail.

(c) Third Offense (3rd Notice)

If a third report is made that a violation has been repeated or has continued beyond the time specified within the second notice, the Dwelling Unit Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following verification of the violation by the Board.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

(e) Exemptions

Any Dwelling Unit Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

35. A Dwelling Unit Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Dwelling Unit Owners shall be responsible to pay all court costs and Legal Fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Board has

authorized the following schedule of fees for such circumstances:

- (a) Fifty Dollars (\$50) for a warning letter to a Dwelling Unit Owner that he is delinquent in the payment of his Assessments;
- (b) One Hundred Dollars (\$100) for a Claim of Lien, plus recording costs of \$6.00, and sending of Notice of Intention to Foreclose;
- (c) Fifty Dollars (\$50) for any subsequent Claims of Lien, plus recording costs of \$6.00;
- (d) Fifty Dollars (\$50) for a Satisfaction of Lien, plus recording costs of \$6.00; and
- (e) Any further action would require an hourly computation of attorney and paralegal time spent pursuing collection of such unpaid Assessments.

36. Before levying a fine against a Dwelling Unit Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

(a) Afford the Dwelling Unit Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Dwelling Unit Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. 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, Bylaws or Rules and Regulations which have allegedly been violated; and
- (iii) A short and plain statement of the matters asserted by the Association.

(b) Provide an opportunity to the Dwelling Unit Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association.

If the Committee does not agree with the fine, the fine may not be levied.

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

38. The Dwelling Unit Owners should refer to the Occupancy and Use Restrictions

contained in Article 17 of the Declaration which are binding upon all Dwelling Unit Owners.

39. These Rules and Regulations may be modified, added to or repealed at any time by the Association.

40. Notice of meetings of the Dwelling Unit Owners and the Board shall be posted (at a location to be designated by the Board) at least fourteen (14) continuous days preceding such meeting.

41. With regard to meetings of the Board and meetings of the Members (collectively referred to herein as "Meetings"), the following rules shall apply:

(a) THE RIGHT OF DWELLING UNIT OWNERS TO SPEAK AT MEETINGS



A Dwelling Unit Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

(1) The Dwelling Unit Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Dwelling Unit Owner has spoken.

(2) The Dwelling Unit Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Dwelling Unit Owner.

(3) The Dwelling Unit Owner may speak only on matters specifically designated on the agenda.

(4) The Dwelling Unit Owner may speak only once at a Meeting.

(b) THE RIGHT OF DWELLING UNIT OWNERS TO TAPE RECORD OR VIDEOTAPE MEETINGS

A Dwelling Unit Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

(1) The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.

(2) The audio and/or video equipment must be assembled and placed in

position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Dwelling Unit Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.

(3) The Dwelling Unit Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

By Resolution of the Board of Directors of Sheridan
Beach Club Condominium Association Number Two, Inc.