

RULES AND REGULATIONS OF

HARBOURSIDE SUNSETS, A CONDOMINIUM

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the limited common elements, the units and the Condominium (the "Condominium") shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, person for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Administration shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth in writing, by the Board of Administration.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS.
 - A. Violations should be reported, in writing, to the Board of Administration of the Association.
 - B. Violations will be called to the attention of the violating unit owner or lessee by the Board of Administration.
 - C. Disagreements concerning violations will be presented to and be judged by the Board of Administration who will take appropriate action.
 - D. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.
2. FACILITIES: The recreational facilities of the Condominium are for the exclusive use of unit owners, their lessees and their respective family members and guests. No guest of any unit owner shall be permitted to use the recreational facilities of the Condominium unless accompanied by a unit owner or lessee or unless the guest has been registered with the Board of Administration. Any damage to the building, to the recreational facilities or to the other common elements or equipment caused by any unit owner, lessee or their respective guests, contractors or invitees shall be repaired at the expense of the responsible unit owner.
3. NOISE: Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units other than carpeting or other floor coverings installed by the Developer. In any event, each unit owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and concrete slab, generally accepted and approved materials for the diminution of noise and sound, so that the flooring shall be adequately sound-proof. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 p.m. and 8:00 a.m. All other unnecessary

noise such as bidding good night to departing guests and slamming doors, between these hours should be avoided.

4. **OBSTRUCTIONS:** The lobby, the elevators, the parking areas, all sidewalks, walkways, entrances, driveways, passages, patios, balconies, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radio or television aerials, satellite dish, or antennae and no microwave transmission equipment shall be attached to, or hung from, the exterior of the Condominium or the roof thereof, except for installations constructed thereon by the Developer and/or by the agents of the Developer.

5. **CHILDREN:** There are no restrictions upon children residing in the units of this Condominium. Children are not to play in the elevators, in the lobby, in the public halls, in the parking areas, on the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds.

6. **DESTRUCTION OF PROPERTY:** Neither unit owners nor their family members, lessees, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage.

7. **EXTERIOR APPEARANCE:** The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. Unit owners may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy Air Force, Marine Corps or Coast Guard. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. No windows may be tinted without the prior consent of the Association and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off-white, black out type liners used, which liners must be approved by the Association. No television, microwave or other outdoor antenna system, satellite dish, or facility shall be erected or maintained within the boundaries of the Condominium, except for installations constructed therein by the Developer and/or by agents of the Developer. The Board of Administration shall adopt hurricane shutter specifications for the building operated by the association, which specifications shall include color, style and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code and, if approval is required by the documents, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the board.

8. **SIGNS:** There shall be no "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or exterior of the Condominium, except for signs displayed by the Developer and/or by agents engaged by the Developer.

9. **CLEANLINESS:** All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given by the Association.

10. **WINDOW:** Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows or terraces. No objects shall be hung from terraces or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors or terraces. Unit owners shall remove all loose objects or movable objects from the terraces during the hurricane season. Unit owners shall not throw cigars, cigarettes or any other object from doors, windows or terraces. No cooking shall be permitted on any terrace. Unit owners shall not allow anything to be thrown or to fall from doors, windows or terraces. No sweepings or other substance shall be permitted to escape to the exterior of the Condominium from doors, windows or terraces. No terraces may be enclosed except by the Developer.

11. **INGRESS AND EGRESS:** Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, on walkways or on staircase landings. No unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

12. **STORAGE AREAS:** Nothing shall be placed in the storage areas (if any) which would create a fire hazard.

13. **BICYCLES:** Bicycles must be placed or stored in the designated areas, if any.

14. **ATTIRE:** Unit owners, their lessees, their family members and guests shall not appear at any or use the lobby or the common areas, except in appropriate attire. No bare feet are allowed in the lobby, on the stairways or at the parking areas.

15. **PLUMBING:** Common water closets and other common plumbing shall not be used for any purpose other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins, or other foreign substances shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

16. **TRASH:** All refuse, waste, bottles, cans and garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers. Trash collection containers may be used only between 7:00 a.m. and 11:00 p.m.

17. **ROOF:** Unit owners (other than the Developer and/or agents of the Developer and/or entities designated by the Developer) their lessees, their family members and guests are not permitted on the roof for any purpose whatsoever.

18. **SOLICITATION:** There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Administration.

19. **EMPLOYEES:** Except as may otherwise be permitted by the Association, employees of the Association shall not be sent out of the building by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.

20. **MOTOR VEHICLES:** No vehicle belonging to a unit owner, lessee, or to a member of the family or guest, tenant or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners. No motor vehicle which cannot operate on its own power shall remain within the Condominium Property for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium Property. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicles.

Each parking space may be used only by the unit owner or the lessee of such parking space, except when the unit owner has given written permission for use (copy to the Association) by another unit owner, lessee or guest. No unit owner or lessee or their respective family members, employees, servant agents, visitors and licensees may park motor vehicles in any parking space other than the parking space belonging to such unit owner. All vehicles shall be parked within the painted lines and pulled close to the bumper. As a security measure, all automobile doors should be locked.

In the event decals are required to be affixed to each vehicle owned by or leased by a unit owner or lessee, while parked within the Condominium Property, then each vehicle owned by or leased by a unit owner or lessee shall bear the required decal, where designated by the Association on the vehicle, while within the Condominium Property.

Trucks, vans, campers, recreational vehicles, boats, jet skies, trailers, and motorcycles may not be parked on the Condominium Property without prior approval of the Association.

21. **FIRE DOOR:** Unit owners, lessees and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations.

22. **HURRICANE PREPARATIONS:** Each unit owner or lessee who plans to be absent from the Condominium during any portion of the period between May 1 and November 30 of each calendar year must prepare the unit prior to departure by designating a responsible firm or individual to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Administration and such designated firm or individual shall contact the Board of Administration for permission to install or to remove hurricane shutters. If permission is given by the Board of Administration for the installation of storm shutters, then the approval shall be conditioned upon the

Board of Administration also approving the quality of the storm shutters and the aesthetic appearance of storm shutters. Storm shutters shall only be installed during hurricane "watch" and hurricane "warning" situations.

23. **WATERBEDS:** No waterbeds are to be brought into the units for any purpose whatsoever.

24. **GUESTS:** Unit owners and lessees shall notify the Board of Administration, upon at least ten (10) days prior written notice, of the arrival and departure dates of guests who have permission to occupy the unit in the absence of the unit owner and the lessee. All guests must check in at the Association office, upon arrival, in order that service may be extended to them in way of telephone calls coming into the Association office, incoming mail or any emergency which might arise. The Association may, in its reasonable discretion limit the number of guests who may reside in a unit at any one time.

25. **PEST CONTROL:** All unit owners and lessees shall be responsible to perform pest control services within their unit.

26. **COOPERATION WITH BOARD OF ADMINISTRATION:** All unit owners and lessees shall cooperate fully with the Board of Administration in effecting a coordinated move-in and move-out schedule including, but not limited to, use of the elevators for moving of furniture and furnishings.

27. **PETS:** One (1) domesticated pet weighing no larger than twenty (20) pounds is permitted per unit.

28. **BURGLAR ALARM SYSTEMS:** If any unit owner installs an alarm system, he/she must leave a key and code instructions to the premises with the Condominium Association and agree to permit reasonable access in the event the system becomes activated and entry is required to disengage the alarm. The unit owner recognizes that the Association is not liable in any way for the operation of the alarm system. If the unit owner or the Lessee permits the alarm system to create a nuisance to the other unit owners, the association can require, at its discretion, that the unit owner remove the alarm system.

29. **DOCK.** The Dock is a common element as defined in the Declaration of Condominium. The use, operation, maintenance and upkeep of the Dock shall be governed by the Declaration of Condominium, the following provisions, and such other requirements as may be promulgated, amended or modified from time to time by the Association:

1. Developer, for so long as it controls the Association, shall have the right to eliminate, expand, change or alter the design, layout, construction and appurtenances of the Dock from that shown on Exhibit B.
2. Except as expressly permitted by the Association's policy with regard to Boat use, repair and/or maintenance, as same may be announced and amended from time to time, no repairing, power sanding or painting of boats

shall be done, and no other work shall be performed which may result in damage, scarring or staining to the dock, surface of the dock, or structure of the dock.

3. No boat which is inoperable or unseaworthy shall be kept, maintained or stored at the Dock.
4. The dock shall not be obstructed nor shall any carts, tables, maritime equipment or any other objects be stored anywhere on the Dock unless authorized by the Association.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

HARBOURSIDE SUNSETS CONDOMINIUM
ASSOCIATION, INC.

By: Rosa Marrero
President *Rosa Marrero as President*