

RULES and REGULATIONS
of
The Racquet Club of Deer Creek II, a Condominium

The rules and regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended as provided by the bylaws of the association and shall apply to and be binding upon all unit owners.

The unit owners shall at all times obey said rules and regulations and shall see that they are obeyed by their families, guests, invitees, contracted employees, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision.

Violation of these rules and regulations may subject the violator to any and all remedies available to the condominium association and other unit owners pursuant to the terms of the declaration of condominium, the articles of incorporation of the association, the bylaws of the association and Florida law.

Violations may be remedies by the condominium association by injunction or other legal means and the association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees, in addition to nay remedies or rights which the association or any unit owner may have to recover damages, costs and attorneys fees against any person violating the rules and regulations or the declaration of condominium and any of the exhibits thereto, the Board of Directors may, from time to time, adopt new rules and regulations or, amend or repeal previously adopted rules and regulations.

Any waivers, consents or approvals given under these rules and regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval for any other purpose other than that which is identified at the time of the giving of such waiver, consent or approval.

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1. ALTERATIONS and/or STRUCTURAL MODIFICATIONS

No unit owner shall make any alteration or addition to the common elements or limited common elements, or to the exterior of their unit, or any structural modification to their unit, without the prior written consent of the Board.

An ARC form must first be completed and submitted to the Board for approval. All repairs and alterations must be in compliance with the Deerfield Beach building code.

2. AIR CONDITIONING

No air conditioning equipment other than original design specification for unit is permitted, including wall or window air conditioning units, without the written consent of the board.

All replacement and repair work must be done in compliance with Deerfield Beach Permitting.

3. ANTENNAS and WIRING

No antennas, satellite dishes, aerials or wiring may be placed or installed on the exterior of a building or unit without the consent of the board. Nothing may be attached to the roof or coping.

4. UNIT USE

Units shall not be used for commercial or business purposes and shall only be used as residences.

5. BUILDING EMPLOYEES, CONTRACTORS, and DEVELOPER'S EMPLOYEES

No unit owner or member of their family or guest shall give orders or instructions to building employees, contractors, or developer's employees, but rather shall express their desires to the person designated for this purpose by the Board of Directors.

6. CHILDREN

Each unit owner shall be solely responsible for the actions and any damage caused by their children or children visiting them.

Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational facilities.

7. CLEANLINESS

Each unit owner shall maintain their unit, and especially the exterior of their unit, in a clean and orderly manner, and in a manner which will not be offensive to any other unit owner.

No linen, towels, clothing or other items shall be placed or hung on the exterior of any unit.

8. COMPLAINTS

All complaints of unit owners shall be made in writing and delivered to the person designated for such purpose by the Board or to a member of the Board.

9. CONDUCT

No person shall engage in loud and boisterous or other disorderly, profane, indecent, immoral and unlawful conduct on any portion of the condominium property, including, without limitation, inside any dwelling units or in any common area.

10. DAMAGED COMMON ELEMENTS

The cost of repairing damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by a unit owner or their guests or invitees, shall be the sole responsibility of such unit owner.

Initial _____

11. DELIVERIES

The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association of the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

12. EXTERIOR APPEARANCE

No improvements may be made or placed upon the exterior of any unit or on any of the common elements of the condominium without the prior written consent of the Board. This includes but is not limited to painting and landscaping.

Any consent of the Board to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board.

13. FLAMMABLE MATERIALS

No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, including, without limitation, in any unit, storage area or common element area, except as required for normal household use. This includes but is not limited to cans of paint, barbeque grills, propane tanks, and charcoal for grilling.

14. FLOOR COVERING

If any unit is located above another unit, floor covering other than carpeting must be installed with sound reducing materials when required in order to eliminate noise transmitted to the lower unit created by persons walking on the floor covering.

15. GUEST OCCUPANCY

Temporary guests are permitted to reside in any unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to other unit owners and permanent residents of the condominium. All temporary guests shall be required to comply with all of the rules and regulations of the condominium and other obligations created by the Declaration of the Condominium and its exhibits.

The Board reserves the right to limit the number of temporary guests which may reside in a unit at any time.

The Board reserves the right to expel any temporary guest who violates the foregoing requirements.

16. GUNS

No guns shall be permitted to be discharged on any portion of the condominium property, including the common areas and units, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns, paint guns, air rifles and sling shots.

17. HURRICANE PREPARATIONS

Each unit owner who plans to be absent from their unit during hurricane season must prepare their unit prior to departure by:

- A. Removing all furniture, plants and other moveable objects from the exterior portion of their unit.
- B. Designating a responsible firm or individual to care for their unit should the living unit suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the name of said firm or individual.
- C. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements resulting from such failure.
- D. Hurricane shutters can remain closed and locked for **no more than** 15 days after a hurricane.

18. INSURANCE RATES

No unit owner shall permit or suffer anything to be done or kept in their unit which will increase the rate of insurance on the condominium property.

19. MOTORCYCLES

Motorcycles shall not be parked or placed in any area other than in designated motor vehicle parking spaces.

Motorcycles shall not be driven upon common areas other than roadways and parking areas.

All motorcycles shall be equipped with appropriate noise muffling equipment, and the Board shall be authorized to bar from the condominium property any motorcycles

or other motor vehicle that causes an abuse of normal noise levels.

Any damage done to the common elements, including but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the unit owner to whom the motorcycle owner was a guest or invitee.

20. NUISSANCES

No unit owner shall make or permit any disturbing noises any place upon the condominium property by themselves, their family, contracted employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other unit owners.

No phonograph, television, radio, sound amplifier or other sound equipment may be played or operated in such a manner that same disturbs or annoys other occupants of the condominium.

21. PARKING

Parking areas upon the condominium property shall be used only by residents of the Condominium and their guests and invitees, only automobiles, small trucks, vans, and other vehicles commonly used as private passenger vehicles may be parked on the condominium property without the consent of the Board.

Other types of vehicles, and boats and trailers, may not be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld.

Furthermore, no vehicle shall be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld, if commercial

equipment is exposed in or upon the vehicle. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with providing services to, any unit or the condominium property.

No vehicle which cannot operate on its own power shall remain on the condominium property for more than seventy-two (72) hours, and no repair of any motor vehicle shall be made on the condominium property. In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device, anywhere on the condominium property.

No motor vehicle shall be parked other than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the unit owner or resident doing or permitting such act, and/or the owner of the vehicle.

Parking spaces which are assigned to a particular unit may only be used by the residents of that unit, and their guests and invitees.

22. PASSAGEWAYS

Sidewalks, entranceways, passageways, vestibules, staircases, beneath staircase, and all other portions of the common elements must at all times be kept free from obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress.

No carriages, bicycles, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

23. PERSONAL INSURANCE

Although the insurance coverage afforded through the Association, in addition to other coverage, provides hazard insurance for the individual living units,

such insurance does not include coverage of personal property and liability coverage for the individual unit owners. Therefore, it is recommended that such coverage be obtained by each unit owner.

24. PERSONAL PROPERTY

The personal property of a unit owner shall be stored within their unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.

25. PETS

All pets are prohibited except as expressly permitted by the Declaration of the Condominium.

All local County and/or municipal ordinances will be strictly enforced.

No livestock, poultry, or animals of any kind, shall be kept by any resident within the Association, except that of usual and ordinary household pets.

No pets may be kept, bred, or maintained for *any commercial* purpose.

A limit of two (2) usual and ordinary household pets (exclusive of caged birds, reptiles, and aquarium fish) may be kept in any living unit.

Pets cannot exceed 25 lbs.

Any permitted cat or dog must be carried or walked on a leash at all times.

All leashed pets must be registered with the Board's Pet Registry. Registry requires name of pet, photo of pet and tags, and proof of vaccination.

The Board may designate portions of the common elements on the exterior boundaries of the condominium as "pet walking areas, and in that event no unit owner shall permit their pet to deposit animal waste on any other portion of the condominium property.

Pets may not be housed on patios or balconies for extended periods of time. For example, pets may not be housed on balconies or patios while the owners are at work.

Pet food must not be left outdoors as it attracts ants, bees, possums, skunks, and rats.

Pet owners must clean up after their pets. All bags must be disposed of in a dumpster or in home garbage and may not be left in front of the owner's door or anywhere on the property

The Board shall have the right to require any pet to be removed from the condominium which causes an unreasonable source of annoyance to any unit owner, or if these Rules and Regulations are violated with respect to the pet.

26. PLUMBING and ELECTRICAL

Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweeping, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein.

Grease and other foreign substances shall not be poured down drains.

Electrical outlets and electrical wiring shall not be over burdened.

Total costs of maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the unit owner.

All plumbing and electrical work must be permitted where required by the City of Deerfield Beach.

27. PLANTINGS

No plantings of whatever nature shall be made by any unit owner upon any public common areas, and/or other portions of the common elements, without the prior written approval of the Board.

28. RIGHT TO ENTER IN EMERGENCIES

In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate.

29. RENTALS

No unit owner may rent, sublet, or permit any persons other than immediate family from residing in the unit within the first year of purchase of unit.

30. ROOF

No person shall be permitted upon the roof of any building without the prior consent of the Board.

Nothing may be attached to the roof or coping.

31. SOLICITATIONS

There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.

32. SERVICE PEOPLE

No unit owner shall permit any service people, whether for purposes of maintenance, repair, replacement, or improvement, to work in their unit before 8:00 A.M. or after 9:00 P.M., except in cases of emergencies.

33. SIGNS

No sign, advertisement, notice or other lettering shall be exhibited, painted or affixed by any unit owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board.

Security alarm company decals of a small size, such as "Ring" or "ADT", are exempt.

34. TRASH and GARBAGE

All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designed for such purpose.

No garbage may be left outside of dumpsters.

Bulk items may only be disposed of at "O" building dumpster on Tuesday evenings for Wednesday morning collection.

Construction debris must be hauled away by owner or contractor and cannot be placed in dumpsters.

35. VEHICULAR and PEDESTRIAN TRAFFIC

All vehicular and pedestrian traffic being in and/or operating upon condominium property shall at all times comply with controlling governmental laws.

All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association.

Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 15 m.p.h.

36. WHEEL VEHICLES

No unit owner shall permit wheel vehicles, including but not limited to bicycles, mopeds, skateboards, carriages, and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property.

37. WINDOW, DOOR, and BALCONY TREATMENTS

No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings without the prior written consent of the Board.

Terraces, balconies, porches or patios may not be enclosed, which includes the screening of the same, nor may anything be affixed to the walls with-, in such terraces, balconies, porches or patios expect with the prior written consent of the Board.

No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a unit, if affixed to the exterior of a unit, without the prior written consent of the Board.

Window treatment shall consist of drapery, blinds, decorative panels or other tasteful materials, and no newspaper, aluminum foil, sheets or other temporary window treatment are permitted, except for periods not exceeding one (1) week after a unit owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired.

No windows shall be tinted and no tinted glass shall be installed, and no screening shall be replaced other than screening of the same material and color as originally exists, without the prior written consent of the Board.