

**VILLAS OF WEST MELBOURNE, A CONDOMINIUM**

**RULES AND REGULATIONS**

**A. GENERAL RULES**

1. Capitalized terms not otherwise defined in these Rules and Regulations shall have the meanings ascribed to such terms in the Declaration of Condominium for Villas of West Melbourne, a Condominium (the "Declaration").

2. No exterior radio, television, computer, internet, broadband, cable, satellite, telephone and/or any exterior wiring for any purpose may be installed without the written consent of the Board of Directors of Villas of West Melbourne Condominium Association, Inc. ("Association") or the Association's Architectural Review Committee ("ARC").

3. To maintain the harmony of the Condominium's exterior appearance, no person or entity shall make any changes to, place anything upon, affix anything to and/or exhibit anything from any part of the Condominium, any Association property visible from the exterior of a Unit and/or from any Common Elements without the prior written consent of the Board of Directors or the ARC. All curtains, shades, drapes, blinds and any other type of window treatment shall be white or off-white in color or lined with material of these colors. The type and color of tile or any other hard surface covering to be installed on balconies, covered patios and/or lanais of Units must be approved by the Board of Directors or the ARC prior to any installation.

4. All Common Elements will be used for their designated purposes only, and nothing belonging to any Unit Owner and/or that Unit Owner's family members, Tenants, agents, Occupants, employees, invitees and/or Guests shall be kept in and/or on any Common Element without the prior written approval of the Board of Directors, and such areas shall at all times be kept free of obstruction. Each Unit Owner is financially responsible to the Association for any damage or injury to any of the Common Elements caused by that Unit Owner and/or that Unit Owner's family members, Tenants, agents, Occupants, employees, invitees and/or Guests.

5. Subject to the provisions of the Declaration, garbage and trash shall only be disposed of in appropriate trash containers that have been approved by the Association. Owners, their family members, Tenants, agents, Guests, employees, invitees and/or any Occupant of a Unit must: (i) place trash in the trash containers; (ii) bundle newspapers; (iii) dispose of food scraps in the individual residence garbage disposals, if one is available; and (iv) not allow any garbage, refuse and/or trash to accumulate in and/or around the Unit and the Limited Common Elements.

6. All persons occupying Units other than the Unit Owner and that Owner's immediate family members shall be registered with the Association or other designate of the Association at or before the time of their occupancy of the Unit. This registration requirement applies for all Tenants, Occupants, Guests and invitees.

Units may not be rented or leased for periods of less than six (6) consecutive calendar months. A copy of these Rules and Regulations and all the Condominium Documents must be given to the Tenants, Guests, Occupants and invitees by the Unit Owner, or that Unit Owner's agent. No Unit may be permanently occupied by more persons than the number of bedrooms multiplied by two (2). As an illustration, and not as a means of limitation, if a Unit has two (2) bedrooms, that Unit may not be permanently occupied by more than four (4) persons. For purposes of these Rules and Regulations,

"permanently occupied" shall mean for more than fourteen (14) consecutive calendar days or for more than thirty (30) total days in any calendar year.

No Unit may have more persons, including Guests, occupying any Unit overnight than the number of bedrooms multiplied by two (2), plus another four (4) persons. As an illustration, and not as a means of limitation, if a Unit has two (2) bedrooms, that Unit may not be occupied overnight by more than eight (8) persons.

This regulation may not be amended in a way that would be detrimental to the sales, advertising for sale and/or marketing of Units by the Developer so long as the Developer is selling, advertising for sale, and/or marketing Units in the ordinary course of business.

7. The Association shall retain keys to all of the Units, and each Unit Owner shall provide the Association with a new or extra key whenever locks are changed or added to that Unit for the use of the Association pursuant to the Association's statutory right of access to the Units. Duplication of an Owner's key(s) to Common Element facilities, if any, is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the property manager or the Association. Changing of locks on a Unit must be coordinated through the Association.

8. Domesticated pets are permitted to reside in Units. No pets shall be permitted outside any Unit unattended. Pet owners must comply with applicable regulations required by law. No pet may be kept which creates a nuisance or unreasonable annoyance to others.

9. Children (persons under eighteen (18) years of age) are permitted to reside within the Units. However, all children shall be under the direct control of a responsible adult of at least twenty-one (21) years of age at all times. Skateboarding, "Big Wheels", mini motorcycles, motorized scooters, all-terrain vehicles ("ATV's"), mopeds and any other loud, disturbing and/or obnoxious toys are prohibited in and/or on the Condominium Property. Children may be removed from the accessible Common Elements for misbehavior and/or on the instructions of the Board of Directors.

10. Loud and/or disturbing noises are strictly prohibited. All radios, televisions, tape machines, DVD players, home entertainment systems, computers, MP3 players, compact disc players, stereos, singing, playing of musical instruments and any similar activity shall be kept at all times at sound levels that will not disturb other Unit Owners and/or Occupants of Units. No vocal or instrumental practice of any kind is permitted in and/or on the Condominium Property after 9:00 P.M. or before 8:00 A.M.

11. Barbecue grills of any kind (including, but not limited to, gas, charcoal, propane and electric) shall not be used on any portion of the Common Elements, any balconies, any terraces, any lanais and/or any covered patios.

12. Illegal and immoral practices are prohibited anywhere in and/or on the Condominium Property. Notwithstanding the foregoing, the Association and Developer are not empowered, nor have they been created, to act as an entity which enforces or ensures compliance with the laws of the United States, the State of Florida, Brevard County, the City of West Melbourne or any other jurisdiction. The Association and Co-Developer are also not empowered, nor have they been created, to act as an entity that prevents tortious behavior and/or activities.

13. Lawns, shrubbery, trees and any other landscaping and/or exterior plantings shall not be altered, moved, removed and/or added to without the prior written approval of the Association or the ARC.

14. Laundry, bathing apparel, beach accessories, pool equipment, exercise equipment, bicycles, sports equipment and/or pool accessories shall not be maintained, left, stored and/or placed

outside of any Unit or on any balconies, lanais, terraces, and/or covered patios, and such laundry, apparel, equipment, bicycles and accessories shall not be visible from anywhere else in and/or on the Condominium Property.

15. No nuisance of any type or kind shall be maintained or permitted upon the Condominium Property.

16. Nothing shall be done or kept in and/or on any Unit, the Common Elements and/or any other portion of the Condominium Property that may increase the rate of insurance on any portion of the Condominium Property or any contents thereof, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done and/or kept in a Unit, in the Common Elements and/or on any portion of the Condominium Property which will result in the cancellation of insurance on any portion of the Condominium Property, or any contents thereof, or which would be in violation of any law, ordinance and/or building code.

17. Persons moving furniture or any other property into or out of Units must notify the property management company or the Association in advance. All such moving must be conducted or performed on Mondays through and including Saturdays between the hours of 8:00 A.M. and 5:00 P.M. Moving vans, trucks, cargo vans, rental trucks, U-Hauls and any other vehicle of any type used for this purpose shall only remain in and/or on the Condominium Property when actually being loaded or unloaded. No moving vans, trucks, cargo vans, rental trucks, U-Hauls and/or any other vehicle of any type used for this purpose shall be parked anywhere in and/or on the Condominium Property overnight.

18. All repair, construction, maintenance, decorating and/or remodeling work shall only be performed on Mondays through and including Saturdays between the hours of 8:00 A.M. and 5:00 P.M., and the rules for decorators, contractors and subcontractors set forth herein as part of these Rules and Regulations must be fully complied with at all times.

19. Any activity which emits foul, disturbing, noxious and/or obnoxious odors is strictly prohibited on and/or in the Condominium Property. Notwithstanding the foregoing, the normal and customary use of power tools, lawn mowers and other yard maintenance equipment shall be permitted during reasonable hours.

20. There shall be no dumping of grass clippings, leaves, any other landscaping debris or waste, motor oil, gasoline, any petroleum products, fertilizers and/or any other potentially hazardous or toxic substances in any drainage ditch, stream, pond, drainage facility, drainage structure and/or elsewhere in and/or on the Condominium Property. Notwithstanding the foregoing, fertilizers may be applied to any landscaping provided the appropriate care is taken to minimize runoff.

21. Discharge of firearms of any type is strictly prohibited in and/or on the Condominium Property; provided, no Director, officer, employee of the Association or property manager shall have any duty to become physically involved to stop any such discharge. For purposes of these Rules and Regulations, "firearms" shall include, but are not limited to, the following: handguns, rifles, shotguns, BB guns, paintball guns and any other type of weapon that expels a projectile of any type.

22. No gasoline, heating, propane and/or any other fuels of any type shall be stored or kept in and/or on the Condominium Property, except for a reasonable amount of fuel for emergency purposes, and the Association shall be permitted to store any such fuel for operation of maintenance vehicles, maintenance equipment, landscaping equipment, generators and/or any similar equipment. The amount of fuel that is reasonable shall be in the sole discretion of the Board of Directors.

23. There shall be no yard sale, garage sale, moving sale, rummage sale and/or any similar activity, except on such dates as the Board of Directors may designate for such activities to be conducted on a Condominium-wide basis.

24. There shall be no capturing, trapping and/or killing of wildlife in and/or on the Condominium Property (other than by or on behalf of the Association or Developer, or by a representative or designee of a governmental authority), except in circumstances posing an imminent threat to the safety of any person in and/or the Condominium Property.

25. Operation of any motorized vehicles of any kind (including, but not limited to, mopeds, scooters, mini-motorcycles, mini-motos, golf carts, all-terrain vehicles and motorized skateboards) other than mowing equipment on sidewalks, pathways and/or streets is strictly prohibited in and/or on the Condominium Property.

26. There shall be no door-to-door solicitation of any kind in and/or on the Condominium Property.

27. These Rules and Regulations shall apply equally to all Unit Owners and the family members, Guests, staff, invitees, agents, Occupants, employees, customers and Tenants of each Unit Owner.

28. The Board of Directors of the Association may impose a fine in an amount not to exceed One Hundred and No/100 Dollars (\$100.00) for each violation of any provision of the Condominium Documents (except for non-payment of an assessment) or for each day of a continuing violation of any provision of the Condominium Documents, provided that no such fine shall exceed an aggregate total of One Thousand and No/100 Dollars (\$1,000.00) for each continuing violation of any provision of the Condominium Documents.

29. The property manager, Association staff and/or Association employees (collectively, the "staff") are strictly prohibited from doing private work for any Unit Owner and/or that Unit Owner's family members, Guests, invitees, agents, employees, customers, Occupants and/or Tenants while on duty, except as approved by the Board of Directors from time to time. If both parties are agreeable, staff may assist such persons privately only when off-duty. If so permitted, the staff shall be considered independent contractors and shall not be acting on behalf of, or in any official capacity for, the Association, the Condominium and/or the property management company.

30. If an Unit Owner is a corporation, trust, general partnership, joint venture, limited partnership, limited liability company, other business entity or if there is more than one (1) person who is the record Owner of a Unit, that Unit Owner shall designate one (1) individual who shall be the "designated occupant" of the Unit and approval of ownership by the corporation, fiduciary, business entity that is the Unit Owner shall be conditioned by requiring that such "designated occupant" also be approved by the Association. The approval of ownership by a trustee or other holder of legal title for a beneficial owner who is to be the "designated occupant" of an Unit shall also be conditioned upon approval of such "designated occupant" by the Association. Any change in the "designated occupant" of an Unit shall be considered a transfer of title to the Unit that shall be subject to the provisions of the Declaration. The term "designated occupant" shall be a natural person who, for residential purposes with his or her immediate family, will be the persons permitted to occupy the Unit and use any Limited Common Elements appurtenant thereto.

31. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium and Common Elements. Reference should be made to all the Condominium Documents, including the Declaration.

32. These Rules and Regulations may be changed without notice, other than as required by the Condominium Documents.

**B. RULES FOR DECORATORS, CONTRACTORS AND SUBCONTRACTORS**

The following rules shall apply to decorators, contractors and subcontractors:

1. The Unit Owner must pre-register with the property manager or the Association by giving the name, address, telephone number, fax number, cellular telephone number and any other contact information of that Unit Owner's representative or agent who will be overseeing the work being done in and/or on the Unit, whether it be an interior decorator, the general contractor or the Unit Owner.
2. Prior to commencing work, the Unit Owner's representative must submit to the property manager or the Association, a list of names, addresses and telephone numbers of all subcontractors who will be working in the unit, together with a schedule for their work.
3. The property manager or the Association will coordinate with the Unit Owner's representative for the issuance of temporary passes for access for decorators, contractors and/or subcontractors onto the Condominium Property.
4. Work hours are 8:00 A.M. to 5:00 P.M., Monday through and including Saturday. No work of any kind shall be performed at any other time.
5. All contractors and subcontractors must have all licenses required by Brevard County, the City of West Melbourne, the State of Florida and any other applicable governmental authorities, and must submit proof of those licenses to the property manager or the Association for the Association's records.
6. Prior to authorization for access, all contractors and sub-contractors must produce from their respective insurance carrier a Certificate of Insurance of general liability of no less than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per occurrence and no less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) aggregate, and provide proof of Worker's Compensation coverage to the property manager or the Association for the Association's records.
7. Contractors and subcontractors shall unload materials and supplies in such area(s) as may be designated by the Board of Directors. After unloading, workers must park their vehicles in the designated areas that may be specified by the Association.
8. Work preparations will not be allowed in any garage, for example, but not limited to, mixing of paints, mixing of mud, mixing of concrete and mixing of grout.
9. All trash, garbage, waste and/or debris shall be hauled off by the contractors and/or subcontractors on a daily basis, unless a dumpster is specifically designated for their use by the property manager or the Association.
10. Grout, paint, drywall, concrete, stucco, wall mud and/or any other material may not be poured down any Building and/or Unit drains, sinks, toilets or bathtubs. All contractors and subcontractors are required to check with the property manager or the Association for the location of a designated cleaning area.
11. Contractors and subcontractors are not to use carts and/or any other equipment owned and/or operated by the Association or the property manager.
12. No radios, tape players, televisions, compact disc players, DVD players, computers, MP3 players or any other device will be allowed to be played by contractors and/or subcontractors on the Condominium Property unless used with headphones at all times.

13. Access to the individual condominium Units by decorators, contractors and/or subcontractors must be coordinated through the Unit Owner or representative of that Unit Owner.

14. Any smoke detectors or smoke alarms within an Unit are to be left in place. They are to be properly protected during any interior finish work which typically generates heavy airborne particles, for example, but not limited to, sanding and painting.

15. Decorators, contractors and/or subcontractors are not to wander around in any areas other than the specific area and/or Unit they are assigned to or employed at.

16. Each Unit Owner is responsible for the action(s) and inaction(s) of that Unit Owner's decorator, contractor and/or subcontractor while in and/or on the Condominium Property and/or on any Common Elements. Decorators, contractors, and/or subcontractors are in and/or on the Condominium Property at their own risk and agree to indemnify and hold harmless the Association, the Board of Directors and the Developer for any liability, personal injury, death and/or property damage which might arise in connection with and/or is related to their activities in and/or on any portion of the Condominium Property and/or adjacent property.

17. Should a decorator, contractor and/or subcontractor discover a defect in any Unit, they must notify the property manager or the Association immediately, so the defect may be verified and corrected prior to doing any work that might be impacted by the defect or that might exacerbate the defect.

18. Decorators, contractors and subcontractors are prohibited from smoking anywhere in and/or on the Condominium Property.

19. Activities may be monitored during each day. Non-compliance with any of these Rules and Regulations may result in a contractor, decorator, subcontractor and/or any other person or entity doing work in and/or on the Condominium Property from being permanently barred from the Condominium Property.

20. Any questions regarding these Rules and Regulations or any of the Condominium Documents should be directed to the property manager or the Association.

### **C. COMMON ELEMENTS**

THESE RULES AND REGULATIONS DO NOT GRANT ANY RIGHTS WITH RESPECT TO ANY OF THE COMMON ELEMENTS. UNIT OWNERS SHALL REFER TO THE DECLARATION WITH RESPECT TO THE COMMON ELEMENTS.

EXHIBIT "L"

APPURTENANT SHARE OF OWNERSHIP INTEREST

<u>PHASE</u>	<u>UNIT</u>	<u>FRACTIONAL UNDIVIDED INTEREST</u>	<u>BUILDING</u>
1	5	1/12	2
1	6	1/12	2
1	7	1/12	2
1	8	1/12	2
1	49	1/12	14
1	50	1/12	14
1	51	1/12	14
1	52	1/12	14
1	57	1/12	16
1	58	1/12	16
1	59	1/12	16
1	60	1/12	16
2	9	1/24	3
2	10	1/24	3
2	11	1/24	3
2	12	1/24	3
2	13	1/24	4
2	14	1/24	4
2	15	1/24	4
2	16	1/24	4
2	45	1/24	13
2	46	1/24	13
2	47	1/24	13
2	48	1/24	13
3	17	1/35	5
3	18	1/35	5
3	19	1/35	5
3	20	1/35	5
3	38	1/35	11

3	39	1/35	11
3	40	1/35	11
3	41	1/35	12
3	42	1/35	12
3	43	1/35	12
3	44	1/35	12
4	21	1/48	6
4	22	1/48	6
4	23	1/48	6
4	24	1/48	7
4	25	1/48	7
4	26	1/48	7
4	27	1/48	8
4	28	1/48	8
4	29	1/48	8
4	34	1/48	10
4	35	1/48	10
4	36	1/48	10
4	37	1/48	10
5	1	1/60	1
5	2	1/60	1
5	3	1/60	1
5	4	1/60	1
5	30	1/60	9
5	31	1/60	9
5	32	1/60	9
5	33	1/60	9
5	53	1/60	15
5	54	1/60	15
5	55	1/60	15
5	56	1/60	15
	<b>TOTAL</b>	<b>1</b>	

**NOTE**

Fractional Interest in the Common Elements and Common Surplus, and the Fractional Share of the Common Expenses for each Unit

The following formula shall be utilized to determine the fractional Interest and share of Common Elements and Common Expenses:

$$\text{Unit Share} = \frac{1 \text{ Unit}}{X \text{ (total number of Units submitted to the Condominium)}}$$

<u>EACH UNIT</u>	<u>FRACTIONAL INTEREST IN THE COMMON ELEMENTS AND COMMON SURPLUS, AND THE FRACTIONAL SHARE OF THE COMMON EXPENSES</u>
When Phase 1 is submitted to the Condominium	1/12
When Phase 2 is submitted to the Condominium	1/24
When Phase 3 is submitted to the Condominium	1/35
When Phase 4 is submitted to the Condominium	1/48
When Phase 5 is submitted to the Condominium	1/60

In any event where a phase is added to the Condominium out of sequence, the fractional interest in the Common Elements and Common Surplus, and the fractional share of the Common Expenses shall be a fraction having the number one (1) in the numerator and a denominator determined by adding the total number of then existing Units in the Condominium to the total number of Units in the phase being submitted or added to the Condominium.