

WESTCHESTER POINT CONDOMINIUM ASSOCIATION, INC.  
RULES AND REGULATIONS  
OF  
WESTCHESTER POINT

These Rules and Regulations have been adopted in accordance with the Declaration of Condominium, the Articles of Incorporation and the By-Laws of WESTCHESTER POINT CONDOMINIUM ASSOCIATION, INC., a Condominium Association, in order to assure Unit Owners and their guests that the Condominium Property will be properly used for the benefit of all such persons.

All Unit Owners are requested to cooperate in seeing that these Rules and Regulations are observed.

NOTE: Unless otherwise stated, all terms used herein shall have the same meanings respectively ascribed to them as defined in the Declaration of WESTCHESTER POINT, a Condominium. In the event of any conflict between the terms of the Declaration and these Rules and Regulations, the provisions of the Declaration shall govern.

1. CONDOMINIUM LIVING. Condominium living requires that each Unit Owner, and all members of his family and their guests, regulate the occupancy and use of his Unit, and of the Common Elements and Limited Common Elements, so as not to disturb any other Unit Owner or Occupant in the occupancy and use of their Units, and of the Common Elements and Limited Common Elements. All Unit Owners are required to use their Units accordingly.

2. UNIT OWNERS AND GUESTS. The facilities of WESTCHESTER POINT CONDOMINIUM are for the use and enjoyment of Unit Owners, their family members and their guests. Visitors of Unit Owners will be permitted to use the facilities only as guests of Unit Owners who will remain responsible for the acts of their guests. Visitors are expected to comply with all Rules and Regulations. Guests visiting a Unit Owner for more than a 24-hour period must be registered at the Condominium Association's office.

3. CHILDREN'S ACTIVITIES. Children are welcome and there is no desire to unduly restrict their activities. Nevertheless, they are required to observe the same restrictions which apply to adults. This precludes any conduct which will interfere with the quiet, safety and comfort of other Unit Owners. Adults with whom children are living will be held responsible for the observance of these Rules and Regulations by their children.

Children shall not be permitted to play on or about the hallways, elevators, fire exits, or parking areas of the Condominium Property.

4. SECURITY. All Unit Owners must cooperate to obtain effective security. This requires that all Units be locked at all times; solicitors are not allowed in the building without an appointment and must not be allowed to enter a Unit without an appointment; all suspicious-appearing persons or incidents should be reported immediately to appropriate authorities.

5. USE OF CONDOMINIUM UNIT.

(a) Decoration. No Unit Owner shall decorate any part of his Unit or the building in which his Unit is located so as to change the appearance of the building from the exterior. This precludes the painting of any balconies or terraces, illumination of the exterior of the building or display of objects (excluding plants) upon balconies or terraces or railings or exterior window sills or ledges, unless approved by the Board of Directors in writing.

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(1) No sign, advertisement, notice, flag, banner, or the like shall be exhibited, inscribed, painted or affixed to any part of the outside of a Unit or a building, or a Limited Common Element or fence, or to the outside or inside of any window, glass door, or balcony.

(2) No window or glass door shall be covered or obscured in any manner, nor shall anything be projected out of any window or from any balcony. This shall preclude, by way of illustration and not in limitation, the use of aluminum foil or similar material, paint, paper, etc., on, over or around the interior and/or exterior of any glass. Draperies, window blinds or shades are not prohibited.

(b) Fire Hazards. No article shall be stored nor any use made of any part of the Condominium Property which will constitute a fire hazard. No inflammable oil or fluid, such as gasoline, kerosene, carbon tetrachloride, naphtha or benzine, or explosives, fireworks or articles extra-hazardous to life, limb or property, shall be used or brought into any Unit. Unit Owners are reminded that they will be specially assessed for any increase in the cost of insurance over the cost for residential use which is caused by their use of the Condominium Property.

All appliances and electrical equipment of any kind, however powered, installed or used in a Unit, shall be in compliance with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters and the Association's insurance carrier.

(c) Hanging of Objects. The hanging of bathing suits, clothing, rugs, towels or other items upon balconies, terraces, railings or fences or from windows is prohibited.

(d) Installations. No awnings, enclosures, shutters, shielding, window boxes, air conditioners, ventilators, fans or other objects shall be attached to or hung from the outside walls of the Units, the building or balconies nor used in or about the Units or building except as may from time to time be expressly approved in writing by the Developer or Board of Directors of the Association.

No radio or television or CB or other type of aerial or antenna shall be installed, attached to or hung outside of a Unit.

No plumbing, electrical wiring or air conditioning equipment shall be installed, modified or removed without the prior written approval of the Board of Directors of the Association.

(e) Noise. In order to assure the comfort of all Unit Owners, the playing of phonographs, radios, television sets and musical instruments must not exceed a reasonable volume at any time, and shall not be permitted between the hours of midnight and 7:00 A. M. if same shall disturb or annoy other Unit Owners.

(1) No disturbing noises, either within the Units or in or on the Common Elements or Limited Common Elements, which would interfere with the rights, comfort or convenience of other Unit Owners, shall be permitted or allowed.

(2) Without the prior written permission of the Association, no contractor or workman employed by a Unit Owner, other than the Developer, shall be permitted to do any work in any Unit (except for emergency repairs) between the hours of 6:00 P. M. and 8:00 A. M., or on Saturday, Sunday or legal holidays if such work is likely to disturb other Unit Owners.

(f) Pets. No pets are permitted unless approved in writing by the Association. The Association shall not approve any pet which when fully grown is anticipated by the Association to weigh more than thirty (30) pounds. The keeping of a dog or other pet at WESTCHESTER POINT is NOT a right of a Unit

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Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, annoying to other residents or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by such pet or resulting from the presence of such pet. No pets shall be permitted in any portion of the Common Elements within the building unless it is carried and no pets shall be permitted upon any portion of the Common Elements outside of the building at any time except under leash. Because of the limited size of the grounds, a pet must NOT be "curbed" at any place on the Condominium Property. Any pet droppings shall be picked up by the pet owner and disposed of in a dumpster or other appropriate place. Pets are prohibited in the pool area.

Before bringing any pet onto the Condominium Property, the Unit Owner shall give the Association written notice of the type of pet and any other information relating to the pet which the Association deems necessary, including, but not limited to, name, age, breed and a recent photograph of the pet. Each Unit Owner keeping or harboring any pet on the Condominium Property shall indemnify the other Unit Owners and the Association, and hold them harmless against any loss or liability of any kind whatsoever arising from or growing out of having such pet on the Condominium Property.

(g) Waste Disposal. Refuse (including bottles and cans) shall be tightly wrapped and fastened in plastic or paper bags before depositing in designated disposal containers. Lighted cigarette butts or ashes are not to be deposited in trash containers. Mops, cloths, brooms, rugs and vacuum cleaning bags shall not be dusted or shaken from windows, balconies or terraces. No dirt or other substance shall be swept or thrown into or onto any part of the Common Elements.

(h) Personal Property. No personal property, other than outdoor furniture, shall be permitted to be kept in or on any balcony or terrace, nor shall any decoration be permitted to any balcony, if, in the opinion of the Board of Directors of the Association, said property or decoration would create an unsightly appearance.

(i) Obstructions. Sidewalks, drives, roadways, easements, doorways, elevator doors, emergency exits and parking areas, which are a part of the Common Elements or Limited Common Elements, shall not be obstructed in any way or manner whatsoever. By way of illustration, and not in limitation, no baby carriages, shopping carts, bicycles, toys, trash cans, garbage cans, chairs, benches, tables or other articles will be allowed to stand in said areas, nor shall children be permitted to play or loiter in or about said areas.

(j) Maintenance. Each Unit Owner shall maintain his Unit in good condition and repair, and shall promptly pay all utilities charges as they are metered and billed.

The toilets, sinks, garbage disposal units, baths, showers, and other water apparatus within the Units, shall not be used for any purpose other than that for which intended, and no sweepings, rubbish, rags or any other improper articles shall be deposited into them. Any damage to the Common Elements resulting from misuse thereof shall be borne by the Owner of the Unit where the misuse occurred.

6. USE OF COMMON AREA FACILITIES

(a) Automobile Parking. Car parking is self-service. The Association shall assign one (1) parking space for each one bedroom Unit and two (2) parking spaces for each two and three bedroom Unit for their use, and they shall not use any other parking space. Certain spaces not assigned may be set aside for guest parking. Visitors are to use the guest parking spaces only. No boats or recreational vehicles shall be stored or parked in the parking areas.

(b) Parking Restrictions. All parking regulations and traffic regulations from time to time posted by the Association shall be observed. The

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parking of commercial vehicles such as trucks, truck-trailers, semi-trailers or similar vehicles, mobile homes, house trailers or recreational vehicles, boats or boat trailers on the Common Elements or Limited Common Elements is prohibited, except for loading and unloading of trucks making deliveries.

(c) Vehicle Noise. No vehicle horn shall be blown upon the Condominium Property, except for the purpose of preventing an accident.

(d) Storage. No articles shall be permitted in a Unit which might create a fire hazard. No storage of any kind shall be permitted within the Limited Common Elements appurtenant to a Unit, or in the Common Elements or public areas.

(e) Association Employees. No employee of the Association (or of the Condominium Manager if one is employed by the Association) shall be requested or required by any Unit Owner to perform any personal service for any Unit Owner not in the line of duties prescribed for such employee by the Association or the Condominium Manager, as the case may be.

(f) Association's Access to Units. The Condominium Association shall retain a passkey to each Unit so that access thereto can be obtained in case of emergencies. No Unit Owner shall alter any lock or install a new lock on any door leading into his Unit without the prior consent of the Association. If such consent is given, the Unit Owner shall provide the Association with a key for such new lock.

(g) Landscaping. No Unit Owner may plant any additional trees, shrubs or plants upon any portion of the Common Elements, without prior written consent of the Association and in accordance with such standards as the Association shall specify. If the Association permits any additional plantings pursuant to the previous sentence of this Paragraph (g), the Association will not be responsible for replacing any such additional plantings, and if such additional plantings materially increase the Association's maintenance costs, the particular Unit Owner will be responsible for reimbursing the Association for such increase.

(h) Recreational Facilities. The use of all recreational facilities and property of the Association, in common with other Unit Owners and residents will be in such manner as to respect the rights of other members, and shall conform to applicable standards of health and safety and the Rules and Regulations of the Association.

(i) Swimming Pool. The use of the swimming pool is limited to Unit Owners, their families and their guests. All guests of Unit Owners must be registered at the office of the Condominium Association before using the swimming facility of WESTCHESTER POINT. All bathers are required to observe the following regulations in order to comply with the requirements of public health authorities and to insure the comfort and safety of all concerned:

(1) The pool may be used during daylight hours, except when the pool is being cleaned, and shall not be used after dark.

(2) All bathers must shower before entering the pool.

(3) Bathers must remove suntan oils, lotions, creams and hairpins before entering the pool.

(4) No breakable containers (food or drink) may be brought within the pool area.

(5) There shall be no running or shouting or boisterous games played within the pool area.

(6) Children under 12 years of age are not permitted within the pool area unless accompanied by an adult who is responsible for them.

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(7) No dogs or other animals shall be allowed in the pool area.

(8) All persons using the pool do so at their own risk. No lifeguard will be provided.

7. LIABILITY OF OWNER. Each Unit Owner shall be held responsible and liable for any violation of these rules by his family members, guests, tenants, agents or employees.

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

9. EFFECT OF CONSENTS. Any consent or approval required of the Association by these Rules and Regulations must be in writing to be effective.

The foregoing were duly adopted as the Rules and Regulations of WESTCHESTER POINT CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

WESTCHESTER POINT CONDOMINIUM ASSOCIATION, INC.

By: *B. Sanchez*  
President

(Corporate Seal)