

POINT SOUTH
CONDOMINIUM, INC.

RULES AND REGULATIONS

SOUTH POINT CONDOMINIUM Association, Inc
RÈG AK PRENSIP
Apati 30 septanm, 2012

ENTWODIKSYON

Pou asire maksimòm plezi ak senpati nan tout moun ki abite nan Point Sid, osi byen ke pwoteje valè pwopriyete a, Règ sa yo ak Règleman yo te adopte pa Asanble Direktè. Yo dwe obsève nan tout mèt, lokatè, fanmi, envite yo ak vizitè yo. Règleman an pral aplike nan avètisman amann, epi, kote sa nesèsè, aksyon legal. Tanpri note ke mèt kay la inite se alafen responsab pou aksyon yo nan manm fanmi yo, lokatè, envite yo ak vizitè yo, elatriye

Asanble Direktè Asosyasyon an de tan zan tan adopte oswa amande deja adopte règ ak règleman, depi ke amandman yo se yon egzèsis ki rezonab pouvwa ki nan Asosyasyon an ak nan otorite yo sou baz pwovizyon lwa yo ak konsèp jeneral Deklarasyon ak Règleman entèn yo. Kopi amandman yo prezante nan chak pwopriyete inite anvan dat efektif ou a. Chanjman nan règ ak règleman yo ta dwe tou ap make nan moun ki abite an enfòm Kondominyòm Kay Trelè nan chanjman ak dat la nan ap vini li yo nan fòs.

EGZIJANS POU ANTRE NAN CONDOMINIUM

A. Pa gen lòt moun ki pase yon pwopriyete envite oubyen lokatè oswa kondominyòm kapab jwenn antre nan pwopriyete a ak eksepsyon la pou Pwochen:

1. Travayè lisensyado pou fè reparasyon nan apatman an (pandan deziyen èdtan)
2. Enfimyè oswa travayè sosyal pou travay yo
3. Tretan yo nan Asosyasyon an pote deyò travay yo.
4. GOUVENMAN Nenpòt anplwaye nan fè travay yo.
5. Ijans travayè nan fè travay yo.
6. Ofisyèl Fatra kamyon.
7. Moun vin konnen volonte pou lokasyon pri, pandan lè biwo a nan Asosyasyon an se disponib.

B. Pandan wap apwoche pwen an antre, tanpri pa itilize telefòn nan epi pou yo jwenn reyon an nan machin ou ak pou prepare w pou reponn nenpòt kesyon ou genyen pou sekirite oswa yon Porter.

C. Fòk ou dakò yo sispann, pou yo koutwa e kenbe lòd ak moral nan tout fwa.

D. Kapab byen vle prezante idantifikasyon ki valid.

E. Vini nan yon kamyon k ap deplase oswa li ka sèlman antre nan si yo montre prèv nan kontra-lwaye oswa achte nan inite a ak sèlman k ap deplase pou èdtan 8:00 A.M. ak 6:00 pm Lendi jiska Vandredi, ak 10:00 am 4:00 pm jou samdi. Pa gen mouvman yo ap fèt nan oswa soti nan dimanch, jou konje gwo oswa èdtan anvan 8:00 am oswa apre 6:00 PM (4:00 PM nan Samdi).

F. Pral Nenpòt oto ki vyole oswa pwen antre nan direksyon opoze ap konsidere kòm yon krim pou kanbriyolè rele lapolis. Si ou se pral yon lokatè oswa vizitè nan apatman an peye yon amann \$ 50.00.

G. Si pòt la, se ouvè ant 5mph ak se vle sispann si sekirite mande.

H. Malgre ke li gen yon pakin Sekirite etikèt rezève dwa pou yo revize validite la oswa poze kesyon oswa enfòmasyon yon pwoblèm.

SEKSYON I KRITÈ JENERAL

- A. Pa ka pa inite yo itilize pou lòt rezon lòt pase rezidansyèl yo.
- B. Tout mèl pwopriyete moun ki absan yo dwe nonmen yon konpayi oswa moun ki responsab pou pran swen inite w la (yo) ak prezante Asosyasyon an ak non yo an (yo) nan konpayi an oswa moun (yo).
- C. Nan pa gen tan ki kantite moun ki abite nan nenpòt inite depase de (2) moun ki pou chak chanm nan, pou yon total de kat moun (4) pou chak inite.
- D. anile nan nenpòt ki seksyon nan règleman sa a pa chanjman nan desizyon yo lalwa oswa yon tribinal pa afeblir nenpòt seksyon ak lòt.
- E. Dwa a Antre - Mèt kay ak lokatè dwe bay yon dwa nan antre pou antretyen enspeksyon ak reparasyon ijans. Chak mèl kay oswa lokatè dwe soumèt bay Komisyon Konsèy la nan Direktè yon nimewo telefòn pou ijans nan moun ki te gen aksè a inite a si yon ijans rive.
- F. Siy avèk regleman ki nesesè pou sekirite a ak konfò nan rezidan yo oswa yo mete sou pwopriyete a asosyasyon, epi yo dwe te rankontre nan tout fwa.
- G. Pa gen mèl kay pa kapab sove anyen nan inite w la oswa pèmèt anyen yo dwe fè dirèkteman oubyen endirèkteman atravè aksyon yo nan manm fanmi yo, envite li yo, vizitè oswa lokatè ogmante mèl pwopriyete yo asirans inite to nan Point Sid oswa Asosyasyon.
- H. Pa pwal gen okenn likid ki ka pran dife oswa materyèl ki ka pran dife oswa eksplozif yo kenbe nan nenpòt inite oswa yon zòn depo eksepte sa yo ki nesesè pou itilize nan kay la nòmal.
- I. Okenn siy oswa siy yo te enstale kòm "for sale" oswa "pou lwaye" sa yo pa pral dwe enstale oswa pibliye nan nenpòt ki pati nan pwopriyete a kondominyòm san apwobasyon alekri alavans nan Asosyasyon an.
- J. Va byen pèsone de tout mèl oswa bayeur dwe estoke nan pwòp inite w la, oswa nan yon zòn depo asiyen nan yo pa asosyasyon. Patio ak balkon pa kapab itilize pou estoke nenpòt kalite.
- K. Enpèrmeabl Mèb, plant deyò yo gen dwa sou balkon ak patio yo. Tout lòt bagay, ki gen ladan tretman fenèt, ki yo, yo mete oswa enstale sou balkon ak patio dwe te yon otorizasyon ekri pou Asosyasyon an.
- L. Pwopriyete yo ap responsab pou tout depans pou reparasyon ki te koze pa waterbeds yo. Mèt kay yo pral responsab pou tout domaj ki koze pa waterbeds lokatè ou yo.
- M. Pa gen atik tankou tapi, sèvyèt bann moso twal, oswa rad ki tèt anba oswa kwoke sou nenpòt patyo balkon, oswa pave. Pa gen sal sibstans ki sou, pousyè, debri oswa lòt objè yo pral baleye oswa netwaye nan nenpòt ki patyo balkon, oswa pave nan zòn ki vèt.
- Va N. Pa gen anyen dwe tonbe oswa pou yo jete ou nan koulwa yo oswa balkon.
- Mèt O. inite w la, manm fanmi yo, lokatè, envite, vizitè yo ak reparation pa ka ale nan do kay la nan yon bilding pou nenpòt ki rezon san apwobasyon an nan Asosyasyon an.
- P. Pa gen barbecue nan jaden, balkon, koulwa, zòn pisin oswa lòt zòn komen tou pre bilding yo. Sa a se yon vyolasyon Kòd la Dade Ponpye County, Seksyon 28.01 (5).
- K. barbecue pèmèt ansanm zòn nan perimèt deyò nan zèb ant anpil nan pakin ak kloti a perimèt.
- Artifices R. Yo pa pèmèt nan Point di Sid la. Detonasyon la nan fedatifis nan jaden an kondominyòm, sa pral lakòz nan yon amann de \$ 100.00, yon rapò bay polis la, epi, si yon lokatè ap kontinye an vyolasyon, li posib pou degèpisman.

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS
Effective January 31, 2006

INTRODUCTION

In order to assure the maximum enjoyment and congeniality of all residents of Point South, as well as to protect the value of the property, the following Rules and Regulations have been adopted by the Board of Directors. They must be observed by all unit owners, lessees, their family, guests and visitors. The Rules and Regulations will be enforced by warnings, fines and, when necessary, legal action. Please keep in mind that the unit owner is ultimately responsible for the acts of their family members, tenants, guests, and visitors, etc.

The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations provided that the amendments are a reasonable exercise of the Association's powers and authorities based upon the provisions and overall concepts of the Declaration and By-Laws. Copies of amendments must be furnished to each unit owner prior to their effective date. Changes to the Rules and Regulations must also be conspicuously posted on the Condominium property notifying residents of the changes and the date they become effective.

SECTION I GENERAL REQUIREMENTS

- A. No unit shall be used for other than residential purposes.
- B. All absentee owners must designate a responsible firm or individual to care for their unit(s) and shall furnish the Association with the names(s) of such firm or individual(s).
- C. At no time shall the number of persons residing in any unit exceed two (2) persons per bedroom, for a total of 4 persons per unit.
- D. Invalidation of any one section of these Rules and Regulations by changes in law or court rulings does not invalidate any other section.
- E. Right of Entry – owners and tenants must grant right of entry for necessary maintenance inspections, repairs and for emergencies. Each owner or tenant shall furnish the Board of Directors an emergency phone number of the person who has access to the unit should an emergency occur.
- F. Signs with rules that are necessary for the safety and/or comfort of the residents are conspicuously posted on the condominium property and must be complied with at all times.
- G. No unit owner shall keep anything in their unit or permit anything to be done, directly or indirectly through the actions of family members, guests, visitors or tenants that will increase the rate of insurance of other unit owners or the Association.
- H. No flammable, combustible or explosive fluids or materials shall be kept in any unit or storage area, except such as are required for normal household use.
- I. No signs, including "for sale" or "for rent" signs, may be posted on any part of the condominium property without prior written approval of the Association.
- J. The personal property of all unit owners or tenants shall be stored inside their own unit, or in a storage area assigned to them by the Association. Patios and balconies may not be used for storage of any kind.
- K. Waterproof, outdoor furniture and plants are permitted on balconies and patios. All other articles including window treatments, to be placed on or installed on balconies and patios must have written Association approval.
- L. Owners will be responsible for any and all costs of repairs caused by their waterbeds. Owners will be responsible for any and all damage caused by their tenant's waterbeds.
- M. No articles such as rugs, towels, mops, or clothes shall be shaken or hung from any balcony, terrace or walkway. No dirt, dust, debris or other substance or object shall be swept or washed from any balcony, patio or walkway.
- N. Nothing shall be dropped or thrown from walkways or balconies.
- O. Unit owners, family members, tenants, guests, visitors and repairmen may not go onto the roof of any building for any purpose without Association approval.
- P. No barbecuing on patios, balconies, walkways, in the pool area or any common area near buildings. This is a violation of the Dade County Fire Code, Section 28.01(5). Barbecuing is permitted along the outer perimeter grassy area between the parking lot and the perimeter fence.
- Q. Fireworks are not permitted at Point South. Detonation of fireworks on condominium grounds will result in a \$100.00 fine, a report to the police and, if a tenant violation, possible eviction.
- R. Personal washers and dryers are not permitted in units, patios or balconies. A violation of this requirement will result in a 15-day notice to remove the washer and/or dryer from the unit. Failure to comply with the removal notice will result in a fine(s).
- S. Laundry rooms are available throughout the complex. Laundry room use is restricted to unit owners and tenants who have been issued an access key by the Association. To prevent vandalism and theft, unit owners and tenants who are using a laundry room must close and lock the laundry room door when leaving a laundry room unattended. Failure to comply may result in loss of laundry room privileges and a fine.

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Unit owners who plan to be absent during the Hurricane Season must prepare their unit(s) prior to their departure by:

1. Removing all furniture, plants and other objects from the balcony or patio.
 2. Designating a responsible company or individual to care for their unit should the unit suffer hurricane damage and shall furnish the Association with the name and telephone numbers of such firm or individual.
 3. Company representatives and individuals shall contact the Association for clearance to install or remove hurricane shutters. Materials used shall be subject to the approval of the Association.
- T.** Materials placed on or around windows and doors for hurricane protection may be installed 72 hours before and must be removed within one (1) week after a hurricane emergency has passed.
- U.** Only materials such as plywood sheets and connectors such as tapcon screws approved by Miami-Dade County for hurricane protection use can be used on exterior, common area walls to protect windows and doors. All other materials and connectors are prohibited because they will not withstand hurricane level winds.
- V.** Unit owners are responsible for repairing any damage caused to common area walls as a result of their attaching plywood or any other materials to the walls to protect windows and doors from hurricane damage.
- W.** Broken windows and missing screens must be repaired within fourteen (14) days from breakage.
- X.** Units owners are responsible for the maintenance of their unit and must promptly correct any condition that may cause damage to their unit, another unit, or common area. Unit owners who carelessly, willfully or negligently cause damage to another unit or common area are responsible for promptly repairing the damage.
- Y.** All units shall have proper window and door coverings within thirty (30) days of occupancy. A proper covering is defined as any covering designed specifically for windows and doors.
- Z.** All garbage and household trash must be put in plastic bags, securely tied and disposed of in dumpsters provided. Boxes must be broken down before being placed in the dumpsters.
- AA.** No furniture, appliances, bedding, construction waste, paint or chemicals, carpeting, or any other non-household trash may be disposed of on the property or in the dumpsters. Unit owners and residents who dispose of bulk trash on the property will be subject to payment of a removal cost and a fine.
- BB.** Littering or depositing household trash or garbage in Laundry Room trash or trash cans by the mailbox area is prohibited. Trash and garbage may not be left on walkways, sidewalks or any other common area.
- CC.** No object shall be left on a common walkway or sidewalk that completely or partially blocks the common walkway or sidewalk. This is a violation of the Dade County Fire Code and these Rules and Regulations.

SECTION II. DISTURBANCES AND CONDUCT

- A.** Unit owners are responsible for ensuring that their tenant(s) are screened and approved by the Association and receive a copy of the Rules and Regulations before occupying a unit.
- B.** Unit owners shall ensure that their tenant(s) understand and abide by the Rules and Regulations. Unit owners are responsible for any violations of the Rules and Regulations caused by their tenant and for any damage caused by the tenant to the Association's common areas or to another unit.
- C.** Unit owners and tenants shall not make or permit any disturbing noise audible in another unit at any time, day or night.
- D.** Unit owners and tenants shall not engage in any activity that interferes with the rights, comforts or conveniences of other unit owners or residents, or cause injury to the reputation of the Association.
- E.** Children may not play or loiter on walkways, stairways, sidewalks or elevators.
- F.** No unit owner, family member, tenant, guest or visitor shall loiter on/in or block stairways or walkways.
- G.** No mechanical or electronic device shall be installed in a unit that causes any interference with other mechanical or electronic devices in any other unit.
- H.** The use of elevators for moving in or out is restricted to 8:00 AM to 6:00 PM Monday through Friday, and 10:00 AM to 4:00 PM on Saturdays. No moving in or out on Sundays, major holidays or hours before 8:00 AM or after 6:00 PM (4:00 PM on Saturdays).
- I.** Hours for contractors, handymen, unit owners or residents to do work or repairs to units are 8:00 AM to 6:00 PM Monday through Friday and 10:00 AM to 4:00 PM on Saturdays. Only emergency work can be performed at other times, on Sundays or on major holidays.
- J.** Except in an emergency, no unit owner, contractor, handyman or tenant shall turn water or electricity off to other units without first obtaining the permission of the Association.
- K.** The Association may require a unit owner or tenant to disconnect their car alarm if the alarm has experienced more than three (3) false alarms during any 24-hour period. All car alarms on condominium property shall have a timer to silence themselves after 5 minutes.
- L.** No immoral, improper, offensive, or unlawful use shall be made of a unit or common area. All laws, ordinances and regulations of governmental bodies having jurisdiction shall be observed.
- M.** Use or sale of drugs or controlled substances is strictly forbidden. Violations will be reported to the police. Violators will be subject to fines and eviction.
- N.** Domestic disturbances, fighting and violence of any kind or actions that endanger other residents will be reported to the police and will result in fines and possible eviction.

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SECTION III PETS

- A. No animal may be kept, bred, raised or maintained in any unit or on condominium property for any "commercial" purpose.
- B. One (1) pet not to exceed 40 pounds in weight is permitted to each unit. Unit owners may prohibit tenants from keeping pets.
- C. Breeds of dogs considered dangerous such as pit bulls, rottweilers, etc, are prohibited and may not be brought onto or kept at the property. Also, species of animals considered dangerous such as poisonous snakes are prohibited and may not be brought onto or kept at the property.
- E. Dogs and cats may not be kept on balconies or patios unattended. Pet urine and feces cannot be washed or swept from balconies or patios to the ground below. Unit owners and tenants are responsible for ensuring that pet odors do not annoy other residents.
- F. Dogs must be kept on a leash at all times when outside of a unit. Dogs and other pets are not permitted in the pool or pool area.
- G. Dogs must be walked (exercised) on a leash and allowed to excrete only along the grassy area between the perimeter fence and the parking lot. Dogs shall not be permitted to excrete by or between buildings. Should a dog accidentally excrete feces by or between a building, the owner must pickup the feces and properly and safely dispose of it.
- H. Unit owners and tenants are responsible for any damage caused by pets to other units or common areas.
- I. Dogs and cats must have current Miami-Dade County license tags on them at all times when outside of their unit.
- J. No pet shall be allowed to become a nuisance or to unreasonably annoy or disturb other residents at any time.
- K. If a unit owner or tenant has been issued three or more pet violations in any 12 month period, the Association reserves the right to revoke the unit owner's or tenant's right to keep a pet on the property.

SECTION IV COMMON AREA

- A. The speed of vehicular traffic within the community shall not exceed the posted limit of 10 MPH.
- B. The common areas including but not limited to sidewalks, hallways, stairways, walkways, and vestibules shall be kept free from all obstructions and shall be used only for the purpose of foot passage to and from the premises. No carriages, carts, bicycles or other objects shall be stored or left in these common areas.
- D. Bicycles, motorized vehicles, skateboards, roller skates/roller blades, or carts may not be used on walkways, sidewalks, hallways, stairs, elevators or grassy areas. The only wheeled vehicles permitted in these areas are wheelchairs and baby strollers.
- E. Shopping carts may not be brought onto the property.
- F. Electrical wiring or protrusions from the exterior common wall of a unit are prohibited unless approved in writing by the Association.
- G. Use of Association utilities (electric or water) from a common area outlet without prior approval of the Association is prohibited.
- H. No one is permitted to climb over, crawl under or climb up walls, fences or railings anywhere on the property either for crossing or play.
- I. Common areas of the property shall not be used for storage of vehicles or any object without obtaining written Association approval

SECTION V PARKING

- A. One (1) reserved parking space will be assigned to each unit by the Association. Unassigned guest spaces are common elements that may be used on a first-come, first-served basis by residents and visitors. Each unit may keep and park up to three vehicles in the designated parking areas.
- B. All residents of Point South are required to obtain and display on their vehicle(s) a current, official Point South parking decal. Only vehicles displaying a current, official Point South parking decal may continuously park at Point South. Vehicles continuously parked at Point South without displaying a current, official Point South parking decal are subject to towing at the owner's expense.
- C. Overnight guests of owners or tenants must obtain a temporary parking permit for their vehicle for stays longer than 24 hours.

- D. Any vehicle not authorized to park in the reserved space of a unit will be subject to immediate towing by the Association without warning at the owner's expense upon receipt of a complaint from a resident of the unit assigned that space.

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- E. Vehicles may not be stored in guest or reserved parking spaces without written Association approval. Parking spaces are available and assigned for vehicles in frequent use. Vehicles stored in guest or reserved spaces without authorization, including those with a Point South parking decal, are subject to towing at the owner's expense following the issuance of a 24 hour tow warning. The Association reserves the right to deny vehicle storage requests.
- F. All vehicles parked at Point South must display a current, State issued license plate issued to that vehicle. Vehicles without a current, State issued license plate or with a license plate more than two months expired are subject to towing following issuance of a 24 hour tow notice.
- G. No vehicle, including those issued a current Point South parking decal, that cannot operate on its own power due to crash damage or mechanical problems shall remain parked at Point South for more than 24 hours without written Association approval. Vehicles parked in violation of this requirement will be subject to towing at the owner's expense after issuance of a 24 hour tow warning.
- H. Major mechanical or body repairs to vehicles are prohibited at Point South. Vehicles in violation, including those with current, official Point South parking decals, are subject to immediate towing at the owner's expense.
- I. Vehicles with significant oil or other fluid leaks, including those with current, official Point South parking decals, may not be parked at Point South and are subject to towing at the owner's expense. Owner's of vehicles that have damaged the parking area due to oil or other fluid leaks are responsible for the cost of repair and restoration of the damaged area.
- J. Vehicle washing is prohibited at Point South.
- K. No vehicle can be kept on jacks, jack stands or other supports for more than twenty-four (24) hours. Vehicles in violation of this requirement are subject to towing at the owner's expense following the issuance of a 24 hour tow warning.
- L. No motorized vehicle of any kind can be driven on sidewalks, walkways or grassy areas.
- M. To prevent exhaust fumes from entering condominium units, back in parking adjacent to buildings is prohibited.
- N. Vehicles are subject to immediate towing if they are parked or standing (with or without engines running) in grassy areas, blocking sidewalks or access to units, blocking fire hydrants or are parked in fire zones, no parking zones or in areas not designated as a parking space.
- O. Vehicles not authorized to park in management, security or 30 minute parking spaces are subject to immediate towing at the owner's expense.
- P. Vehicles parked in "Handicapped Only" spaces that do not display a valid, current handicapped parking permit are subject to immediate towing and the owner's expense.
- Q. No boats, watercraft, trailers, trucks (except pick-up and small panel trucks no larger than three quarter ton) or recreational vehicles may be parked overnight at Point South. Violators are subject to immediate towing at the owner's expense.
- R. The Association may, upon written request, grant a limited time for boats or watercraft on trailers, campers, or recreational vehicles to park in a designated space for a period of time not to exceed seven (7) days.

SECTION VI RECREATIONAL FACILITIES CLUBHOUSE

Unit owners and tenants may reserve the clubhouse for private use by contacting the Association for an application. A rental agreement must be signed and a security deposit and non-refundable use fee is required. Clubhouse applications must be submitted at least one (1) week in advance of a planned event. Unit owners with delinquent maintenance fees, special assessments and/or fines may not reserve the clubhouse for private use. Tenants with unpaid fines or who are delinquent in rent payments may not reserve the clubhouse for private use. The board of directors reserves the right to deny use of the clubhouse for any event that it determines may cause a disturbance or possible damage to the clubhouse facility.

SECTION VII RECREATIONAL FACILITIES POOL AREA

Pool rules must be complied with at all times. There is no lifeguard on duty. Persons using the pool or pool area do so at their own risk. The Association is not responsible for the safety of unit owners, tenants, guests or visitors who use the pool or enter the pool area.

1. The pool is a private pool. The pool and pool area is for the use of unit owners and tenants who have been issued a pool key and tag by the Association. Unit owners and tenants who have not been issued a pool key and tag may not use the pool or enter the pool area. Unauthorized persons found in the pool or pool area are trespassing and subject to fines and arrest.

1. The Association reserves the right to revoke a unit owner or tenant's use of the pool and pool area if three (3) or more pool related violations are issued to the unit during any twelve-month period.

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Pool Rules

1. No lifeguard is on duty. Swim at your own risk.
2. The use of the pool is restricted to four (4) persons per unit at one time.
3. Children under 16 are not permitted in the pool or pool area without an accompanying adult.
4. Pool hours are from 12 Noon to 8:00 PM, unless otherwise posted.
5. All persons must shower before using the pool.
6. No food, glass bottles, cups or breakable objects are allowed in the pool area or the pool.
7. No ball playing, running, diving, jumping or horseplay.
8. Pets are not permitted in the pool or pool area.
9. No bikes, skates, skateboards, scooters, etc. No wheeled vehicles are allowed in the pool area except for wheelchairs and infant strollers.
10. No rafts or other floating objects larger than 3 feet, scuba gear or sharp objects
11. No cooking or barbecuing in the pool area
12. The pool gate must be kept closed and locked at all times to protect small children and to prevent unauthorized persons from entering the pool area.
13. No street attire is allowed when swimming in the pool
14. Children still in diapers are required to wear plastic pants while using the pool.
15. The use of radios without headphones is prohibited in the pool area.
16. The life ring and other life saving devices in the pool area are for emergency use only.
17. Climbing on, under or over the pool fence is prohibited. Persons entering the pool area by climbing over the fence will be considered trespassing and will be subject to prosecution.
18. Persons not authorized to be in the pool area or pool will be considered trespassing and subject to prosecution.
19. Unit owners and tenants who are authorized to use the pool and pool area must accompany their guests and visitors when they are using the pool or pool area.
20. No one is permitted in the pool or pool area before or after posted pool hours. Any person found in the pool area before or after posted hours will be considered trespassing and will be subject to prosecution.
21. Persons with open cuts or sores are not permitted to use the pool.
22. All litter must be deposited in the trash containers provided in the pool area.
23. For safety purposes, no one can use the pool on rainy days or during thunderstorms.

SECTION VIII ARCHITECTURAL

1. No exterior building alterations, additions, or change of paint color will be permitted without first obtaining written Association approval.
2. All persons who desire to install wrought iron security bars on door(s), aluminum screen doors, or hurricane shutters must obtain written Association approval by requesting and filing an Architectural Modification Application. These items must be white in color unless otherwise specified by the Association.
3. No antenna of any kind, exterior radio, television or other exterior mechanical or electronic installation may be installed on the exterior wall or roof of any building, including the patio/balcony area of any unit. On October 25, 2005 following Hurricane Wilma, the Board of Directors extended the ban on antennas to satellite TV dishes. Dishes improperly installed before Hurricane Wilma or destroyed by the Hurricane must be removed and cannot be repaired. All remaining satellite TV dishes must be removed when the tenant living in the unit on October 25, 2005 moves.
4. The Association reserves the right to remove at the unit owner's expense, any object that violates the above requirements and to levy fines for such violations.

SECTION IX MAINTENANCE FEES

1. Maintenance fees are due by the first (1st) of every month. If full payment is not received by the Association by the tenth (10th) day of any month, a late charge of \$10.00 will be billed to the unit every month the fee is in arrears.

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SECTION X LEASES AND PURCHASES

1. The Condominium Association has the right to approve or deny the purchase, lease or lease renewal of all Point South units.
2. In the event of a sale of a unit, the purchaser and unit owner must provide the Association with a completed Association Application to Purchase, a copy of the Contract/Agreement of Sale and a Nonrefundable applicant screening fee as required by the Association. Nonrefundable screening fees are to be paid by money order or cashier's check made payable to the Point South Condominium Association.
3. In the event of a lease or renewal of lease of a unit, the lessee and unit owner must provide the Association a completed Association Application to Lease, an Association Lease Addendum and a copy of the unit owner's lease with the lessee. For new leases, a nonrefundable screening fee is required for every person 18 or older who will occupy the unit. Nonrefundable screening fees are to be paid by money order or cashier's check made payable to the Point South Condominium Association.
4. Applications for purchase, lease or lease renewal will not be considered properly filed unless they are complete.
5. No one can occupy a unit or continue to occupy a unit until the Association issues a written approval of purchase or lease.
6. No unit owner shall sell or lease, nor shall approval be given, until and unless, all maintenance fees and special assessments past and due are paid, or payment provided to the satisfaction of the Association.
7. The Association approval of a sale of a unit is issued contingent upon a unit owner's payment of any delinquent maintenance or special assessment fees prior to the sale closing.
8. Leases may not be longer than one year or less than ninety (90) days. Leases may not be self-renewing upon expiration. New leases and lease renewals must be approved by the Association before tenants can occupy or continue to occupy a unit.
8. Lease renewal applications must be submitted 60 days prior to lease expiration. No screening or application fee is required for renewals. Lessees may not occupy a unit beyond the expiration of their lease without Association approval.
9. Only lessees in good standing with the Association will be considered for renewal.
10. Only persons who have been screened and approved by the Association and the unit owner may occupy a unit.
11. All purchasers and new lessees must attend an Association Rules and Regulations briefing and receive a copy of the Rules and Regulations before applications for purchase or lease will be approved and before occupancy of a unit.
12. The unit owner shall ensure that tenants abide by all Rules and Regulations and the unit owner shall be responsible for any violations of the Rules and Regulations caused by the tenant. The unit owner shall also be responsible for any damage to the Association's common areas caused by the tenant.
13. The Association has 30 days to approve or deny a completed application for purchase, lease or renewal of a lease.
14. Unit owners who permit occupancy of a unit prior to Association screening and approval of an Application to lease or purchase will be fined \$100.00. Person who occupy a unit without Association approval are subject to eviction.
15. Denial of an Application: The applicant must be afforded due process. If denied, an applicant may request a hearing before the Board of Directors. Applicants have 30 days from the date they were informed of the denial to request a hearing before the Board of Directors. All hearing requests must be in writing and submitted to the Association's business office.

SECTION XI ENFORCEMENT

Every unit owner, lessee, guest and visitor shall comply with these Rules and Regulations as set forth herein and all Rules and Regulations which from time to time may be adopted, and the provisions of the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association as amended from time to time. Failure to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof, including all attorney fees and costs incurred. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a unit owner for failure of an owner, his family, guests, invitees, lessees or workman to comply with any covenant, restriction, Rule or Regulation herein provided the following procedures are adhered to:

NOTICE: The Association shall notify the unit owner and/or lessee of the infraction or infractions. Included in the Notice shall be a date and time of the next Board of Directors meeting at which time the unit owner and/or lessee shall present reasons why the penalties should not be imposed.

HEARING: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Directors shall be submitted to the owner or occupant no later than twenty-one (21) days after the Board of Directors meeting.

FINES: The Board of Directors may impose fines against the applicable unit up to the maximum amount permitted by the Florida Statutes, Chapter 718 - The Condominium Act

Rules and Regulations shall be enforced by but not limited to the following fines. Violators will be given 15 days or less to comply depending on the type of violation and the urgency to correct it. The Board of Directors will apply these fines and warnings at its sole discretion. The Board of Directors reserves the right to levy higher fines without prior warning when violations are of such a serious nature higher fines without prior warning are merited.

GENERAL VIOLATIONS:

<u>First Violation Notice</u>	<u>Warning/No Fine</u>
<u>Second Violation Notice</u>	<u>\$25.00 Fine</u>
<u>Third Violation Notice</u>	<u>\$50.00 Fine</u>
<u>All Subsequent Notices for Same or Similar Violation</u>	<u>\$75.00 Fine</u>

Fines for general violations will be increased to the next highest level if the violator ignores a previous violation notice and/or fine and recommits the same violation within 12 months of the last violation.

SPECIAL VIOLATIONS:

1. Violations Involving Leaks Causing Damage, Leaks Causing Water Loss, Conditions Causing Health, Fire or Other Hazards, Failure to Repair Damage to Common Area or Other Unit:

<u>First Violation Notice</u>	<u>Specified Time to Comply/No Fine</u>
<u>Second Notice – Non-Compliance With First Violation Notice</u>	<u>\$5.00 fine per day until full compliance</u>

2. Permitting Occupancy or Continued Occupancy Without First Obtaining Association Written Approval of Purchase, Lease or Lease Renewal; Drug Use/Sale; Domestic Disturbances Resulting in Police Response, Fighting, Violence of Any Kind or Actions That Endanger Residents, Employees or Others ; Detonation of Fireworks; Vandalism and/or Willful Damage to Association Property or Another Unit;

<u>First violation, failure to comply with first violation notice and subsequent Violations</u>	<u>\$100.00 Fine</u>
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Fines not paid when due will be charged to the unit's account. Unpaid fines will accrue an interest penalty of 5% per annum until paid. Should a unit also be charged a fee related to a violation and that fee not be paid by the unit owner, that fee will also be charged to the unit's account and accrue an interest penalty of 5% per annum until paid.

The Board of Directors may withhold or revoke a unit owner or tenant's parking, pool and laundry facility privileges when a unit owner becomes more than 60 days delinquent in the payment of maintenance fees or special assessments or when a tenant becomes more than 30 days delinquent in the payment of rent.

APPROVED BY THE BOARD OF DIRECTORS TO BECOME EFFECTIVE JANUARY 31, 2006

Richard J. Condon, President

Date

Alexis Velasco, Vice President

Date

Dr. David Newman, Treasurer

Date

Marta Carbonel

Date

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS
Effective January 31, 2006

INTRODUCTION

In order to assure the maximum enjoyment and congeniality of all residents of Point South, as well as to protect the value of the property, the following Rules and Regulations have been adopted by the Board of Directors. They must be observed by all unit owners, lessees, their family, guests and visitors. The Rules and Regulations will be enforced by warnings, fines and, when necessary, legal action. Please keep in mind that the unit owner is ultimately responsible for the acts of their family members, tenants, guests, and visitors, etc.

The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations provided that the amendments are a reasonable exercise of the Association's powers and authorities based upon the provisions and overall concepts of the Declaration and By-Laws. Copies of amendments must be furnished to each unit owner prior to their effective date. Changes to the Rules and Regulations must also be conspicuously posted on the Condominium property notifying residents of the changes and the date they become effective.

SECTION I GENERAL REQUIREMENTS

- A. No unit shall be used for other than residential purposes.
- B. All absentee owners must designate a responsible firm or individual to care for their unit(s) and shall furnish the Association with the names(s) of such firm or individual(s).
- C. At no time shall the number of persons residing in any unit exceed two (2) persons per bedroom, for a total of 4 persons per unit.
- D. Invalidation of any one section of these Rules and Regulations by changes in law or court rulings does not invalidate any other section.
- E. Right of Entry – owners and tenants must grant right of entry for necessary maintenance inspections, repairs and for emergencies. Each owner or tenant shall furnish the Board of Directors an emergency phone number of the person who has access to the unit should an emergency occur.
- F. Signs with rules that are necessary for the safety and/or comfort of the residents are conspicuously posted on the condominium property and must be complied with at all times.
- G. No unit owner shall keep anything in their unit or permit anything to be done, directly or indirectly through the actions of family members, guests, visitors or tenants that will increase the rate of insurance of other unit owners or the Association.
- H. No flammable, combustible or explosive fluids or materials shall be kept in any unit or storage area, except such as are required for normal household use.
- I. No signs, including "for sale" or "for rent" signs, may be posted on any part of the condominium property without prior written approval of the Association.
- J. The personal property of all unit owners or tenants shall be stored inside their own unit, or in a storage area assigned to them by the Association. Patios and balconies may not be used for storage of any kind.
- K. Waterproof, outdoor furniture and plants are permitted on balconies and patios. All other articles including window treatments, to be placed on or installed on balconies and patios must have written Association approval.
- L. Owners will be responsible for any and all costs of repairs caused by their waterbeds. Owners will be responsible for any and all damage caused by their tenant's waterbeds.
- M. No articles such as rugs, towels, mops, or clothes shall be shaken or hung from any balcony, terrace or walkway. No dirt, dust, debris or other substance or object shall be swept or washed from any balcony, patio or walkway.
- N. Nothing shall be dropped or thrown from walkways or balconies.
- O. Unit owners, family members, tenants, guests, visitors and repairmen may not go onto the roof of any building for any purpose without Association approval.
- P. No barbecuing on patios, balconies, walkways, in the pool area or any common area near buildings. This is a violation of the Dade County Fire Code, Section 28.01(5). Barbecuing is permitted along the outer perimeter grassy area between the parking lot and the perimeter fence.
- Q. Fireworks are not permitted at Point South. Detonation of fireworks on condominium grounds will result in a \$100.00 fine, a report to the police and, if a tenant violation, possible eviction.
- R. Personal washers and dryers are not permitted in units, patios or balconies. A violation of this requirement will result in a 15-day notice to remove the washer and/or dryer from the unit. Failure to comply with the removal notice will result in a fine(s).
- S. Laundry rooms are available throughout the complex. Laundry room use is restricted to unit owners and tenants who have been issued an access key by the Association. To prevent vandalism and theft, unit owners and tenants who are using a laundry room must close and lock the laundry room door when leaving a laundry room unattended. Failure to comply may result in loss of laundry room privileges and a fine.

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

Unit owners who plan to be absent during the Hurricane Season must prepare their unit(s) prior to their departure by:

1. Removing all furniture, plants and other objects from the balcony or patio.
 2. Designating a responsible company or individual to care for their unit should the unit suffer hurricane damage and shall furnish the Association with the name and telephone numbers of such firm or individual.
 3. Company representatives and individuals shall contact the Association for clearance to install or remove hurricane shutters. Materials used shall be subject to the approval of the Association.
- T.** Materials placed on or around windows and doors for hurricane protection may be installed 72 hours before and must be removed within one (1) week after a hurricane emergency has passed.
- U.** Only materials such as plywood sheets and connectors such as tapcon screws approved by Miami-Dade County for hurricane protection use can be used on exterior, common area walls to protect windows and doors. All other materials and connectors are prohibited because they will not withstand hurricane level winds.
- V.** Unit owners are responsible for repairing any damage caused to common area walls as a result of their attaching plywood or any other materials to the walls to protect windows and doors from hurricane damage.
- W.** Broken windows and missing screens must be repaired within fourteen (14) days from breakage.
- X.** Units owners are responsible for the maintenance of their unit and must promptly correct any condition that may cause damage to their unit, another unit, or common area. Unit owners who carelessly, willfully or negligently cause damage to another unit or common area are responsible for promptly repairing the damage.
- Y.** All units shall have proper window and door coverings within thirty (30) days of occupancy. A proper covering is defined as any covering designed specifically for windows and doors.
- Z.** All garbage and household trash must be put in plastic bags, securely tied and disposed of in dumpsters provided. Boxes must be broken down before being placed in the dumpsters.
- AA.** No furniture, appliances, bedding, construction waste, paint or chemicals, carpeting, or any other non-household trash may be disposed of on the property or in the dumpsters. Unit owners and residents who dispose of bulk trash on the property will be subject to payment of a removal cost and a fine.
- BB.** Littering or depositing household trash or garbage in Laundry Room trash or trash cans by the mailbox area is prohibited. Trash and garbage may not be left on walkways, sidewalks or any other common area.
- CC.** No object shall be left on a common walkway or sidewalk that completely or partially blocks the common walkway or sidewalk. This is a violation of the Dade County Fire Code and these Rules and Regulations.

SECTION II DISTURBANCES AND CONDUCT

- A.** Unit owners are responsible for ensuring that their tenant(s) are screened and approved by the Association and receive a copy of the Rules and Regulations before occupying a unit.
- B.** Unit owners shall ensure that their tenant(s) understand and abide by the Rules and Regulations. Unit owners are responsible for any violations of the Rules and Regulations caused by their tenant and for any damage caused by the tenant to the Association's common areas or to another unit.
- C.** Unit owners and tenants shall not make or permit any disturbing noise audible in another unit at any time, day or night.
- D.** Unit owners and tenants shall not engage in any activity that interferes with the rights, comforts or conveniences of other unit owners or residents, or cause injury to the reputation of the Association.
- E.** Children may not play or loiter on walkways, stairways, sidewalks or elevators.
- F.** No unit owner, family member, tenant, guest or visitor shall loiter on/in or block stairways or walkways.
- G.** No mechanical or electronic device shall be installed in a unit that causes any interference with other mechanical or electronic devices in any other unit.
- H.** The use of elevators for moving in or out is restricted to 8:00 AM to 6:00 PM Monday through Friday, and 10:00 AM to 4:00 PM on Saturdays. No moving in or out on Sundays, major holidays or hours before 8:00 AM or after 6:00 PM (4:00 PM on Saturdays).
- I.** Hours for contractors, handymen, unit owners or residents to do work or repairs to units are 8:00 AM to 6:00 PM Monday through Friday and 10:00 AM to 4:00 PM on Saturdays. Only emergency work can be performed at other times, on Sundays or on major holidays.
- J.** Except in an emergency, no unit owner, contractor, handyman or tenant shall turn water or electricity off to other units without first obtaining the permission of the Association.
- K.** The Association may require a unit owner or tenant to disconnect their car alarm if the alarm has experienced more than three (3) false alarms during any 24-hour period. All car alarms on condominium property shall have a timer to silence themselves after 5 minutes.
- L.** No immoral, improper, offensive, or unlawful use shall be made of a unit or common area. All laws, ordinances and regulations of governmental bodies having jurisdiction shall be observed.
- M.** Use or sale of drugs or controlled substances is strictly forbidden. Violations will be reported to the police. Violators will be subject to fines and eviction.
- N.** Domestic disturbances, fighting and violence of any kind or actions that endanger other residents will be reported to the police and will result in fines and possible eviction.

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

SECTION III. PETS

- A. No animal may be kept, bred, raised or maintained in any unit or on condominium property for any "commercial" purpose.
- B. One (1) pet not to exceed 40 pounds in weight is permitted to each unit. Unit owners may prohibit tenants from keeping pets.
- C. Breeds of dogs considered dangerous such as pit bulls, rottweilers, etc., are prohibited and may not be brought onto or kept at the property. Also, species of animals considered dangerous such as poisonous snakes are prohibited and may not be brought onto or kept at the property.
- E. Dogs and cats may not be kept on balconies or patios unattended. Pet urine and feces cannot be washed or swept from balconies or patios to the ground below. Unit owners and tenants are responsible for ensuring that pet odors do not annoy other residents.
- F. Dogs must be kept on a leash at all times when outside of a unit. Dogs and other pets are not permitted in the pool or pool area.
- G. Dogs must be walked (exercised) on a leash and allowed to excrete only along the grassy area between the perimeter fence and the parking lot. Dogs shall not be permitted to excrete by or between buildings. Should a dog accidentally excrete feces by or between a building, the owner must pickup the feces and properly and safely dispose of it.
- H. Unit owners and tenants are responsible for any damage caused by pets to other units or common areas.
- I. Dogs and cats must have current Miami-Dade County license tags on them at all times when outside of their unit.
- J. No pet shall be allowed to become a nuisance or to unreasonably annoy or disturb other residents at any time.
- K. If a unit owner or tenant has been issued three or more pet violations in any 12 month period, the Association reserves the right to revoke the unit owner's or tenant's right to keep a pet on the property.

SECTION IV. COMMON AREA

- A. The speed of vehicular traffic within the community shall not exceed the posted limit of 10 MPH.
- B. The common areas including but not limited to sidewalks, hallways, stairways, walkways, and vestibules shall be kept free from all obstructions and shall be used only for the purpose of foot passage to and from the premises. No carriages, carts, bicycles or other objects shall be stored or left in these common areas.
- D. Bicycles, motorized vehicles, skateboards, roller skates/roller blades, or carts may not be used on walkways, sidewalks, hallways, stairs, elevators or grassy areas. The only wheeled vehicles permitted in these areas are wheelchairs and baby strollers.
- E. Shopping carts may not be brought onto the property.
- F. Electrical wiring or protrusions from the exterior common wall of a unit are prohibited unless approved in writing by the Association.
- G. Use of Association utilities (electric or water) from a common area outlet without prior approval of the Association is prohibited.
- H. No one is permitted to climb over, crawl under or climb up walls, fences or railings anywhere on the property either for crossing or play.
- I. Common areas of the property shall not be used for storage of vehicles or any object without obtaining written Association approval

SECTION V. PARKING

- A. One (1) reserved parking space will be assigned to each unit by the Association. Unassigned guest spaces are common elements that may be used on a first-come, first-served basis by residents and visitors. Each unit may keep and park up to three vehicles in the designated parking areas.
- B. All residents of Point South are required to obtain and display on their vehicle(s) a current, official Point South parking decal. Only vehicles displaying a current, official Point South parking decal may continuously park at Point South. Vehicles continuously parked at Point South without displaying a current, official Point South parking decal are subject to towing at the owner's expense.
- C. Overnight guests of owners or tenants must obtain a temporary parking permit for their vehicle for stays longer than 24 hours.

- D. Any vehicle not authorized to park in the reserved space of a unit will be subject to immediate towing by the Association without warning at the owner's expense upon receipt of a complaint from a resident of the unit assigned that space.

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

- E. Vehicles may not be stored in guest or reserved parking spaces without written Association approval. Parking spaces are available and assigned for vehicles in frequent use. Vehicles stored in guest or reserved spaces without authorization, including those with a Point South parking decal, are subject to towing at the owner's expense following the issuance of a 24 hour tow warning. The Association reserves the right to deny vehicle storage requests.
- F. All vehicles parked at Point South must display a current, State issued license plate issued to that vehicle. Vehicles without a current, State issued license plate or with a license plate more than two months expired are subject to towing following issuance of a 24 hour tow notice.
- G. No vehicle, including those issued a current Point South parking decal, that cannot operate on its own power due to crash damage or mechanical problems shall remain parked at Point South for more than 24 hours without written Association approval. Vehicles parked in violation of this requirement will be subject to towing at the owner's expense after issuance of a 24 hour tow warning.
- H. Major mechanical or body repairs to vehicles are prohibited at Point South. Vehicles in violation, including those with current, official Point South parking decals, are subject to immediate towing at the owner's expense.
- I. Vehicles with significant oil or other fluid leaks, including those with current, official Point South parking decals, may not be parked at Point South and are subject to towing at the owner's expense. Owner's of vehicles that have damaged the parking area due to oil or other fluid leaks are responsible for the cost of repair and restoration of the damaged area.
- J. Vehicle washing is prohibited at Point South.
- K. No vehicle can be kept on jacks, jack stands or other supports for more than twenty-four (24) hours. Vehicles in violation of this requirement are subject to towing at the owner's expense following the issuance of a 24 hour tow warning.
- L. No motorized vehicle of any kind can be driven on sidewalks, walkways or grassy areas.
- M. To prevent exhaust fumes from entering condominium units, back in parking adjacent to buildings is prohibited.
- N. Vehicles are subject to immediate towing if they are parked or standing (with or without engines running) in grassy areas, blocking sidewalks or access to units, blocking fire hydrants or are parked in fire zones, no parking zones or in areas not designated as a parking space.
- O. Vehicles not authorized to park in management, security or 30 minute parking spaces are subject to immediate towing at the owner's expense.
- P. Vehicles parked in "Handicapped Only" spaces that do not display a valid, current handicapped parking permit are subject to immediate towing and the owner's expense.
- Q. No boats, watercraft, trailers, trucks (except pick-up and small panel trucks no larger than three quarter ton) or recreational vehicles may be parked overnight at Point South. Violators are subject to immediate towing at the owner's expense.
- R. The Association may, upon written request, grant a limited time for boats or watercraft on trailers, campers, or recreational vehicles to park in a designated space for a period of time not to exceed seven (7) days.

SECTION VI RECREATIONAL FACILITIES CLUBHOUSE

Unit owners and tenants may reserve the clubhouse for private use by contacting the Association for an application. A rental agreement must be signed and a security deposit and non-refundable use fee is required. Clubhouse applications must be submitted at least one (1) week in advance of a planned event. Unit owners with delinquent maintenance fees, special assessments and/or fines may not reserve the clubhouse for private use. Tenants with unpaid fines or who are delinquent in rent payments may not reserve the clubhouse for private use. The board of directors reserves the right to deny use of the clubhouse for any event that it determines may cause a disturbance or possible damage to the clubhouse facility.

SECTION VII RECREATIONAL FACILITIES POOL AREA

Pool rules must be complied with at all times. There is no lifeguard on duty. Persons using the pool or pool area do so at their own risk. The Association is not responsible for the safety of unit owners, tenants, guests or visitors who use the pool or enter the pool area.

1. The pool is a private pool. The pool and pool area is for the use of unit owners and tenants who have been issued a pool key and tag by the Association. Unit owners and tenants who have not been issued a pool key and tag may not use the pool or enter the pool area. Unauthorized persons found in the pool or pool area are trespassing and subject to fines and arrest.

1. The Association reserves the right to revoke a unit owner or tenant's use of the pool and pool area if three (3) or more pool related violations are issued to the unit during any twelve-month period.

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

Pool Rules

1. No lifeguard is on duty. Swim at your own risk.
2. The use of the pool is restricted to four (4) persons per unit at one time.
3. Children under 16 are not permitted in the pool or pool area without an accompanying adult.
4. Pool hours are from 12 Noon to 8:00 PM, unless otherwise posted.
5. All persons must shower before using the pool.
6. No food, glass bottles, cups or breakable objects are allowed in the pool area or the pool.
7. No ball playing, running, diving, jumping or horseplay.
8. Pets are not permitted in the pool or pool area.
9. No bikes, skates, skateboards, scooters, etc. No wheeled vehicles are allowed in the pool area except for wheelchairs and infant strollers.
10. No rafts or other floating objects larger than 3 feet, scuba gear or sharp objects
11. No cooking or barbecuing in the pool area
12. The pool gate must be kept closed and locked at all times to protect small children and to prevent unauthorized persons from entering the pool area.
13. No street attire is allowed when swimming in the pool
14. Children still in diapers are required to wear plastic pants while using the pool.
15. The use of radios without headphones is prohibited in the pool area.
16. The life ring and other life saving devices in the pool area are for emergency use only.
17. Climbing on, under or over the pool fence is prohibited. Persons entering the pool area by climbing over the fence will be considered trespassing and will be subject to prosecution.
18. Persons not authorized to be in the pool area or pool will be considered trespassing and subject to prosecution.
19. Unit owners and tenants who are authorized to use the pool and pool area must accompany their guests and visitors when they are using the pool or pool area.
20. No one is permitted in the pool or pool area before or after posted pool hours. Any person found in the pool area before or after posted hours will be considered trespassing and will be subject to prosecution.
21. Persons with open cuts or sores are not permitted to use the pool.
22. All litter must be deposited in the trash containers provided in the pool area.
23. For safety purposes, no one can use the pool on rainy days or during thunderstorms.

SECTION VIII ARCHITECTURAL

1. No exterior building alterations, additions, or change of paint color will be permitted without first obtaining written Association approval.
2. All persons who desire to install wrought iron security bars on door(s), aluminum screen doors, or hurricane shutters must obtain written Association approval by requesting and filing an Architectural Modification Application. These items must be white in color unless otherwise specified by the Association.
3. No antenna of any kind, exterior radio, television or other exterior mechanical or electronic installation may be installed on the exterior wall or roof of any building, including the patio/balcony area of any unit. On October 25, 2005 following Hurricane Wilma, the Board of Directors extended the ban on antennas to satellite TV dishes. Dishes improperly installed before Hurricane Wilma or destroyed by the Hurricane must be removed and cannot be repaired. All remaining satellite TV dishes must be removed when the tenant living in the unit on October 25, 2005 moves.
4. The Association reserves the right to remove at the unit owner's expense, any object that violates the above requirements and to levy fines for such violations.

SECTION IX MAINTENANCE FEES

1. Maintenance fees are due by the first (1st) of every month. If full payment is not received by the Association by the tenth (10th) day of any month, a late charge of \$10.00 will be billed to the unit every month the fee is in arrears.

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

SECTION X LEASES AND PURCHASES

1. The Condominium Association has the right to approve or deny the purchase, lease or lease renewal of all Point South units.
2. In the event of a sale of a unit, the purchaser and unit owner must provide the Association with a completed Association Application to Purchase, a copy of the Contract/Agreement of Sale and a Nonrefundable applicant screening fee as required by the Association. Nonrefundable screening fees are to be paid by money order or cashier's check made payable to the Point South Condominium Association.
3. In the event of a lease or renewal of lease of a unit, the lessee and unit owner must provide the Association a completed Association Application to Lease, an Association Lease Addendum and a copy of the unit owner's lease with the lessee. For new leases, a nonrefundable screening fee is required for every person 18 or older who will occupy the unit. Nonrefundable screening fees are to be paid by money order or cashier's check made payable to the Point South Condominium Association.
4. Applications for purchase, lease or lease renewal will not be considered properly filed unless they are complete.
5. No one can occupy a unit or continue to occupy a unit until the Association issues a written approval of purchase or lease.
6. No unit owner shall sell or lease, nor shall approval be given, until and unless, all maintenance fees and special assessments past and due are paid, or payment provided to the satisfaction of the Association.
7. The Association approval of a sale of a unit is issued contingent upon a unit owner's payment of any delinquent maintenance or special assessment fees prior to the sale closing.
8. Leases may not be longer than one year or less than ninety (90) days. Leases may not be self-renewing upon expiration. New leases and lease renewals must be approved by the Association before tenants can occupy or continue to occupy a unit.
8. Lease renewal applications must be submitted 60 days prior to lease expiration. No screening or application fee is required for renewals. Lessees may not occupy a unit beyond the expiration of their lease without Association approval.
9. Only lessees in good standing with the Association will be considered for renewal.
10. Only persons who have been screened and approved by the Association and the unit owner may occupy a unit.
11. All purchasers and new lessees must attend an Association Rules and Regulations briefing and receive a copy of the Rules and Regulations before applications for purchase or lease will be approved and before occupancy of a unit.
12. The unit owner shall ensure that tenants abide by all Rules and Regulations and the unit owner shall be responsible for any violations of the Rules and Regulations caused by the tenant. The unit owner shall also be responsible for any damage to the Association's common areas caused by the tenant.
13. The Association has 30 days to approve or deny a completed application for purchase, lease or renewal of a lease.
14. Unit owners who permit occupancy of a unit prior to Association screening and approval of an Application to lease or purchase will be fined \$100.00. Person who occupy a unit without Association approval are subject to eviction.
15. Denial of an Application: The applicant must be afforded due process. If denied, an applicant may request a hearing before the Board of Directors. Applicants have 30 days from the date they were informed of the denial to request a hearing before the Board of Directors. All hearing requests must be in writing and submitted to the Association's business office.

SECTION XI ENFORCEMENT

Every unit owner, lessee, guest and visitor shall comply with these Rules and Regulations as set forth herein and all Rules and Regulations which from time to time may be adopted, and the provisions of the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association as amended from time to time. Failure to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof, including all attorney fees and costs incurred. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a unit owner for failure of an owner, his family, guests, invitees, lessees or workman to comply with any covenant, restriction, Rule or Regulation herein provided the following procedures are adhered to:

NOTICE: The Association shall notify the unit owner and/or lessee of the infraction or infractions. Included in the Notice shall be a date and time of the next Board of Directors meeting at which time the unit owner and/or lessee shall present reasons why the penalties should not be imposed.

HEARING: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Directors shall be submitted to the owner or occupant no later than twenty-one (21) days after the Board of Directors meeting.

FINES: The Board of Directors may impose fines against the applicable unit up to the maximum amount permitted by the Florida Statutes, Chapter 718 - The Condominium Act

Rules and Regulations shall be enforced by but not limited to the following fines. Violators will be given 15 days or less to comply depending on the type of violation and the urgency to correct it. The Board of Directors will apply these fines and warnings at its sole discretion. The Board of Directors reserves the right to levy higher fines without prior warning when violations are of such a serious nature higher fines without prior warning are merited.

GENERAL VIOLATIONS:

<u>First Violation Notice</u>	<u>Warning/No Fine</u>
<u>Second Violation Notice</u>	<u>\$25.00 Fine</u>
<u>Third Violation Notice</u>	<u>\$50.00 Fine</u>
<u>All Subsequent Notices for Same or Similar Violation</u>	<u>\$75.00 Fine</u>

Fines for general violations will be increased to the next highest level if the violator ignores a previous violation notice and/or fine and recommit the same violation within 12 months of the last violation.

SPECIAL VIOLATIONS:

1. Violations Involving Leaks Causing Damage, Leaks Causing Water Loss, Conditions Causing Health, Fire or Other Hazards, Failure to Repair Damage to Common Area or Other Unit:

<u>First Violation Notice</u>	<u>Specified Time to Comply/No Fine</u>
<u>Second Notice – Non-Compliance With First Violation Notice</u>	<u>\$5.00 fine per day until full compliance</u>

2. Permitting Occupancy or Continued Occupancy Without First Obtaining Association Written Approval of Purchase, Lease or Lease Renewal; Drug Use/Sale; Domestic Disturbances Resulting in Police Response, Fighting, Violence of Any Kind or Actions That Endanger Residents, Employees or Others ; Detonation of Fireworks; Vandalism and/or Willful Damage to Association Property or Another Unit;

<u>First violation, failure to comply with first violation notice and subsequent Violations</u>	<u>\$100.00 Fine</u>
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Fines not paid when due will be charged to the unit's account. Unpaid fines will accrue an interest penalty of 5% per annum until paid. Should a unit also be charged a fee related to a violation and that fee not be paid by the unit owner, that fee will also be charged to the unit's account and accrue an interest penalty of 5% per annum until paid.

The Board of Directors may withhold or revoke a unit owner or tenant's parking, pool and laundry facility privileges when a unit owner becomes more than 60 days delinquent in the payment of maintenance fees or special assessments or when a tenant becomes more than 30 days delinquent in the payment of rent.

APPROVED BY THE BOARD OF DIRECTORS TO BECOME EFFECTIVE JANUARY 31, 2006

Richard J. Condon, President

Date

Alexis Velasco, Vice President

Date

Dr. David Newman, Treasurer

Date

Marta Carbonel

Date

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS
Effective January 31, 2006

INTRODUCTION

In order to assure the maximum enjoyment and congeniality of all residents of Point South, as well as to protect the value of the property, the following Rules and Regulations have been adopted by the Board of Directors. They must be observed by all unit owners, lessees, their family, guests and visitors. The Rules and Regulations will be enforced by warnings, fines and, when necessary, legal action. Please keep in mind that the unit owner is ultimately responsible for the acts of their family members, tenants, guests, and visitors, etc.

The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations provided that the amendments are a reasonable exercise of the Association's powers and authorities based upon the provisions and overall concepts of the Declaration and By-Laws. Copies of amendments must be furnished to each unit owner prior to their effective date. Changes to the Rules and Regulations must also be conspicuously posted on the Condominium property notifying residents of the changes and the date they become effective.

SECTION I GENERAL REQUIREMENTS

- A. No unit shall be used for other than residential purposes.
- B. All absentee owners must designate a responsible firm or individual to care for their unit(s) and shall furnish the Association with the names(s) of such firm or individual(s).
- C. At no time shall the number of persons residing in any unit exceed two (2) persons per bedroom, for a total of 4 persons per unit.
- D. Invalidation of any one section of these Rules and Regulations by changes in law or court rulings does not invalidate any other section.
- E. Right of Entry – owners and tenants must grant right of entry for necessary maintenance inspections, repairs and for emergencies. Each owner or tenant shall furnish the Board of Directors an emergency phone number of the person who has access to the unit should an emergency occur.
- F. Signs with rules that are necessary for the safety and/or comfort of the residents are conspicuously posted on the condominium property and must be complied with at all times.
- G. No unit owner shall keep anything in their unit or permit anything to be done, directly or indirectly through the actions of family members, guests, visitors or tenants that will increase the rate of insurance of other unit owners or the Association.
- H. No flammable, combustible or explosive fluids or materials shall be kept in any unit or storage area, except such as are required for normal household use.
- I. No signs, including "for sale" or "for rent" signs, may be posted on any part of the condominium property without prior written approval of the Association.
- J. The personal property of all unit owners or tenants shall be stored inside their own unit, or in a storage area assigned to them by the Association. Patios and balconies may not be used for storage of any kind.
- K. Waterproof, outdoor furniture and plants are permitted on balconies and patios. All other articles including window treatments, to be placed on or installed on balconies and patios must have written Association approval.
- L. Owners will be responsible for any and all costs of repairs caused by their waterbeds. Owners will be responsible for any and all damage caused by their tenant's waterbeds.
- M. No articles such as rugs, towels, mops, or clothes shall be shaken or hung from any balcony, terrace or walkway. No dirt, dust, debris or other substance or object shall be swept or washed from any balcony, patio or walkway.
- N. Nothing shall be dropped or thrown from walkways or balconies.
- O. Unit owners, family members, tenants, guests, visitors and repairmen may not go onto the roof of any building for any purpose without Association approval.
- P. No barbecuing on patios, balconies, walkways, in the pool area or any common area near buildings. This is a violation of the Dade County Fire Code, Section 28.01(5). Barbecuing is permitted along the outer perimeter grassy area between the parking lot and the perimeter fence.
- Q. Fireworks are not permitted at Point South. Detonation of fireworks on condominium grounds will result in a \$100.00 fine, a report to the police and, if a tenant violation, possible eviction.
- R. Personal washers and dryers are not permitted in units, patios or balconies. A violation of this requirement will result in a 15-day notice to remove the washer and/or dryer from the unit. Failure to comply with the removal notice will result in a fine(s).
- S. Laundry rooms are available throughout the complex. Laundry room use is restricted to unit owners and tenants who have been issued an access key by the Association. To prevent vandalism and theft, unit owners and tenants who are using a laundry room must close and lock the laundry room door when leaving a laundry room unattended. Failure to comply may result in loss of laundry room privileges and a fine.

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

Unit owners who plan to be absent during the Hurricane Season must prepare their unit(s) prior to their departure by:

1. Removing all furniture, plants and other objects from the balcony or patio.
 2. Designating a responsible company or individual to care for their unit should the unit suffer hurricane damage and shall furnish the Association with the name and telephone numbers of such firm or individual.
 3. Company representatives and individuals shall contact the Association for clearance to install or remove hurricane shutters. Materials used shall be subject to the approval of the Association.
- T. Materials placed on or around windows and doors for hurricane protection may be installed 72 hours before and must be removed within one (1) week after a hurricane emergency has passed.
- U. Only materials such as plywood sheets and connectors such as tapcon screws approved by Miami-Dade County for hurricane protection use can be used on exterior, common area walls to protect windows and doors. All other materials and connectors are prohibited because they will not withstand hurricane level winds.
- V. Unit owners are responsible for repairing any damage caused to common area walls as a result of their attaching plywood or any other materials to the walls to protect windows and doors from hurricane damage.
- W. Broken windows and missing screens must be repaired within fourteen (14) days from breakage.
- X. Units owners are responsible for the maintenance of their unit and must promptly correct any condition that may cause damage to their unit, another unit, or common area. Unit owners who carelessly, willfully or negligently cause damage to another unit or common area are responsible for promptly repairing the damage.
- Y. All units shall have proper window and door coverings within thirty (30) days of occupancy. A proper covering is defined as any covering designed specifically for windows and doors.
- Z. All garbage and household trash must be put in plastic bags, securely tied and disposed of in dumpsters provided. Boxes must be broken down before being placed in the dumpsters.
- AA. No furniture, appliances, bedding, construction waste, paint or chemicals, carpeting, or any other non-household trash may be disposed of on the property or in the dumpsters. Unit owners and residents who dispose of bulk trash on the property will be subject to payment of a removal cost and a fine.
- BB. Littering or depositing household trash or garbage in Laundry Room trash or trash cans by the mailbox area is prohibited. Trash and garbage may not be left on walkways, sidewalks or any other common area.
- CC. No object shall be left on a common walkway or sidewalk that completely or partially blocks the common walkway or sidewalk. This is a violation of the Dade County Fire Code and these Rules and Regulations.

SECTION II. DISTURBANCES AND CONDUCT

- A. Unit owners are responsible for ensuring that their tenant(s) are screened and approved by the Association and receive a copy of the Rules and Regulations before occupying a unit.
- B. Unit owners shall ensure that their tenant(s) understand and abide by the Rules and Regulations. Unit owners are responsible for any violations of the Rules and Regulations caused by their tenant and for any damage caused by the tenant to the Association's common areas or to another unit.
- C. Unit owners and tenants shall not make or permit any disturbing noise audible in another unit at any time, day or night.
- D. Unit owners and tenants shall not engage in any activity that interferes with the rights, comforts or conveniences of other unit owners or residents, or cause injury to the reputation of the Association.
- E. Children may not play or loiter on walkways, stairways, sidewalks or elevators.
- F. No unit owner, family member, tenant, guest or visitor shall loiter on/in or block stairways or walkways.
- G. No mechanical or electronic device shall be installed in a unit that causes any interference with other mechanical or electronic devices in any other unit.
- H. The use of elevators for moving in or out is restricted to 8:00 AM to 6:00 PM Monday through Friday, and 10:00 AM to 4:00 PM on Saturdays. No moving in or out on Sundays, major holidays or hours before 8:00 AM or after 6:00 PM (4:00 PM on Saturdays).
- I. Hours for contractors, handymen, unit owners or residents to do work or repairs to units are 8:00 AM to 6:00 PM Monday through Friday and 10:00 AM to 4:00 PM on Saturdays. Only emergency work can be performed at other times, on Sundays or on major holidays.
- J. Except in an emergency, no unit owner, contractor, handyman or tenant shall turn water or electricity off to other units without first obtaining the permission of the Association.
- K. The Association may require a unit owner or tenant to disconnect their car alarm if the alarm has experienced more than three (3) false alarms during any 24-hour period. All car alarms on condominium property shall have a timer to silence themselves after 5 minutes.
- L. No immoral, improper, offensive, or unlawful use shall be made of a unit or common area. All laws, ordinances and regulations of governmental bodies having jurisdiction shall be observed.
- M. Use or sale of drugs or controlled substances is strictly forbidden. Violations will be reported to the police. Violators will be subject to fines and eviction.
- N. Domestic disturbances, fighting and violence of any kind or actions that endanger other residents will be reported to the police and will result in fines and possible eviction.

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

SECTION III PETS

- A. No animal may be kept, bred, raised or maintained in any unit or on condominium property for any "commercial" purpose.
- B. One (1) pet not to exceed 40 pounds in weight is permitted to each unit. Unit owners may prohibit tenants from keeping pets.
- C. Breeds of dogs considered dangerous such as pit bulls, rottweilers, etc, are prohibited and may not be brought onto or kept at the property. Also, species of animals considered dangerous such as poisonous snakes are prohibited and may not be brought onto or kept at the property.
- E. Dogs and cats may not be kept on balconies or patios unattended. Pet urine and feces cannot be washed or swept from balconies or patios to the ground below. Unit owners and tenants are responsible for ensuring that pet odors do not annoy other residents.
- F. Dogs must be kept on a leash at all times when outside of a unit. Dogs and other pets are not permitted in the pool or pool area.
- G. Dogs must be walked (exercised) on a leash and allowed to excrete only along the grassy area between the perimeter fence and the parking lot. Dogs shall not be permitted to excrete by or between buildings. Should a dog accidentally excrete feces by or between a building, the owner must pickup the feces and properly and safely dispose of it.
- H. Unit owners and tenants are responsible for any damage caused by pets to other units or common areas.
- I. Dogs and cats must have current Miami-Dade County license tags on them at all times when outside of their unit.
- J. No pet shall be allowed to become a nuisance or to unreasonably annoy or disturb other residents at any time.
- K. If a unit owner or tenant has been issued three or more pet violations in any 12 month period, the Association reserves the right to revoke the unit owner's or tenant's right to keep a pet on the property.

SECTION IV COMMON AREA

- A. The speed of vehicular traffic within the community shall not exceed the posted limit of 10 MPH.
- B. The common areas including but not limited to sidewalks, hallways, stairways, walkways, and vestibules shall be kept free from all obstructions and shall be used only for the purpose of foot passage to and from the premises. No carriages, carts, bicycles or other objects shall be stored or left in these common areas.
- D. Bicycles, motorized vehicles, skateboards, roller skates/roller blades, or carts may not be used on walkways, sidewalks, hallways, stairs, elevators or grassy areas. The only wheeled vehicles permitted in these areas are wheelchairs and baby strollers.
- E. Shopping carts may not be brought onto the property.
- F. Electrical wiring or protrusions from the exterior common wall of a unit are prohibited unless approved in writing by the Association.
- G. Use of Association utilities (electric or water) from a common area outlet without prior approval of the Association is prohibited.
- H. No one is permitted to climb over, crawl under or climb up walls, fences or railings anywhere on the property either for crossing or play.
- I. Common areas of the property shall not be used for storage of vehicles or any object without obtaining written Association approval

SECTION V PARKING

- A. One (1) reserved parking space will be assigned to each unit by the Association. Unassigned guest spaces are common elements that may be used on a first-come, first-served basis by residents and visitors. Each unit may keep and park up to three vehicles in the designated parking areas.
- B. All residents of Point South are required to obtain and display on their vehicle(s) a current, official Point South parking decal. Only vehicles displaying a current, official Point South parking decal may continuously park at Point South. Vehicles continuously parked at Point South without displaying a current, official Point South parking decal are subject to towing at the owner's expense.
- C. Overnight guests of owners or tenants must obtain a temporary parking permit for their vehicle for stays longer than 24 hours.

- D. Any vehicle not authorized to park in the reserved space of a unit will be subject to immediate towing by the Association without warning at the owner's expense upon receipt of a complaint from a resident of the unit assigned that space.

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

- E. Vehicles may not be stored in guest or reserved parking spaces without written Association approval. Parking spaces are available and assigned for vehicles in frequent use. Vehicles stored in guest or reserved spaces without authorization, including those with a Point South parking decal, are subject to towing at the owner's expense following the issuance of a 24 hour tow warning. The Association reserves the right to deny vehicle storage requests.
- F. All vehicles parked at Point South must display a current, State issued license plate issued to that vehicle. Vehicles without a current, State issued license plate or with a license plate more than two months expired are subject to towing following issuance of a 24 hour tow notice.
- G. No vehicle, including those issued a current Point South parking decal, that cannot operate on its own power due to crash damage or mechanical problems shall remain parked at Point South for more than 24 hours without written Association approval. Vehicles parked in violation of this requirement will be subject to towing at the owner's expense after issuance of a 24 hour tow warning.
- H. Major mechanical or body repairs to vehicles are prohibited at Point South. Vehicles in violation, including those with current, official Point South parking decals, are subject to immediate towing at the owner's expense.
- I. Vehicles with significant oil or other fluid leaks, including those with current, official Point South parking decals, may not be parked at Point South and are subject to towing at the owner's expense. Owner's of vehicles that have damaged the parking area due to oil or other fluid leaks are responsible for the cost of repair and restoration of the damaged area.
- J. Vehicle washing is prohibited at Point South.
- K. No vehicle can be kept on jacks, jack stands or other supports for more than twenty-four (24) hours. Vehicles in violation of this requirement are subject to towing at the owner's expense following the issuance of a 24 hour tow warning.
- L. No motorized vehicle of any kind can be driven on sidewalks, walkways or grassy areas.
- M. To prevent exhaust fumes from entering condominium units, back in parking adjacent to buildings is prohibited.
- N. Vehicles are subject to immediate towing if they are parked or standing (with or without engines running) in grassy areas, blocking sidewalks or access to units, blocking fire hydrants or are parked in fire zones, no parking zones or in areas not designated as a parking space.
- O. Vehicles not authorized to park in management, security or 30 minute parking spaces are subject to immediate towing at the owner's expense.
- P. Vehicles parked in "Handicapped Only" spaces that do not display a valid, current handicapped parking permit are subject to immediate towing and the owner's expense.
- Q. No boats, watercraft, trailers, trucks (except pick-up and small panel trucks no larger than three quarter ton) or recreational vehicles may be parked overnight at Point South. Violators are subject to immediate towing at the owner's expense.
- R. The Association may, upon written request, grant a limited time for boats or watercraft on trailers, campers, or recreational vehicles to park in a designated space for a period of time not to exceed seven (7) days.

SECTION VI RECREATIONAL FACILITIES CLUBHOUSE

Unit owners and tenants may reserve the clubhouse for private use by contacting the Association for an application. A rental agreement must be signed and a security deposit and non-refundable use fee is required. Clubhouse applications must be submitted at least one (1) week in advance of a planned event. Unit owners with delinquent maintenance fees, special assessments and/or fines may not reserve the clubhouse for private use. Tenants with unpaid fines or who are delinquent in rent payments may not reserve the clubhouse for private use. The board of directors reserves the right to deny use of the clubhouse for any event that it determines may cause a disturbance or possible damage to the clubhouse facility.

SECTION VII RECREATIONAL FACILITIES POOL AREA

Pool rules must be complied with at all times. There is no lifeguard on duty. Persons using the pool or pool area do so at their own risk. The Association is not responsible for the safety of unit owners, tenants, guests or visitors who use the pool or enter the pool area.

1. The pool is a private pool. The pool and pool area is for the use of unit owners and tenants who have been issued a pool key and tag by the Association. Unit owners and tenants who have not been issued a pool key and tag may not use the pool or enter the pool area. Unauthorized persons found in the pool or pool area are trespassing and subject to fines and arrest.

1. The Association reserves the right to revoke a unit owner or tenant's use of the pool and pool area if three (3) or more pool related violations are issued to the unit during any twelve-month period.

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

Pool Rules

1. No lifeguard is on duty. Swim at your own risk.
2. The use of the pool is restricted to four (4) persons per unit at one time.
3. Children under 16 are not permitted in the pool or pool area without an accompanying adult.
4. Pool hours are from 12 Noon to 8:00 PM, unless otherwise posted.
5. All persons must shower before using the pool.
6. No food, glass bottles, cups or breakable objects are allowed in the pool area or the pool.
7. No ball playing, running, diving, jumping or horseplay.
8. Pets are not permitted in the pool or pool area.
9. No bikes, skates, skateboards, scooters, etc. No wheeled vehicles are allowed in the pool area except for wheelchairs and infant strollers.
10. No rafts or other floating objects larger than 3 feet, scuba gear or sharp objects
11. No cooking or barbecuing in the pool area
12. The pool gate must be kept closed and locked at all times to protect small children and to prevent unauthorized persons from entering the pool area.
13. No street attire is allowed when swimming in the pool
14. Children still in diapers are required to wear plastic pants while using the pool.
15. The use of radios without headphones is prohibited in the pool area.
16. The life ring and other life saving devices in the pool area are for emergency use only.
17. Climbing on, under or over the pool fence is prohibited. Persons entering the pool area by climbing over the fence will be considered trespassing and will be subject to prosecution.
18. Persons not authorized to be in the pool area or pool will be considered trespassing and subject to prosecution.
19. Unit owners and tenants who are authorized to use the pool and pool area must accompany their guests and visitors when they are using the pool or pool area.
20. No one is permitted in the pool or pool area before or after posted pool hours. Any person found in the pool area before or after posted hours will be considered trespassing and will be subject to prosecution.
21. Persons with open cuts or sores are not permitted to use the pool.
22. All litter must be deposited in the trash containers provided in the pool area.
23. For safety purposes, no one can use the pool on rainy days or during thunderstorms.

SECTION VIII ARCHITECTURAL

1. No exterior building alterations, additions, or change of paint color will be permitted without first obtaining written Association approval.
2. All persons who desire to install wrought iron security bars on door(s), aluminum screen doors, or hurricane shutters must obtain written Association approval by requesting and filing an Architectural Modification Application. These items must be white in color unless otherwise specified by the Association.
3. No antenna of any kind, exterior radio, television or other exterior mechanical or electronic installation may be installed on the exterior wall or roof of any building, including the patio/balcony area of any unit. On October 25, 2005 following Hurricane Wilma, the Board of Directors extended the ban on antennas to satellite TV dishes. Dishes improperly installed before Hurricane Wilma or destroyed by the Hurricane must be removed and cannot be repaired. All remaining satellite TV dishes must be removed when the tenant living in the unit on October 25, 2005 moves.
4. The Association reserves the right to remove at the unit owner's expense, any object that violates the above requirements and to levy fines for such violations.

SECTION IX MAINTENANCE FEES

1. Maintenance fees are due by the first (1st) of every month. If full payment is not received by the Association by the tenth (10th) day of any month, a late charge of \$10.00 will be billed to the unit every month the fee is in arrears.

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

SECTION X LEASES AND PURCHASES

1. The Condominium Association has the right to approve or deny the purchase, lease or lease renewal of all Point South units.
2. In the event of a sale of a unit, the purchaser and unit owner must provide the Association with a completed Association Application to Purchase, a copy of the Contract/Agreement of Sale and a Nonrefundable applicant screening fee as required by the Association. Nonrefundable screening fees are to be paid by money order or cashier's check made payable to the Point South Condominium Association.
3. In the event of a lease or renewal of lease of a unit, the lessee and unit owner must provide the Association a completed Association Application to Lease, an Association Lease Addendum and a copy of the unit owner's lease with the lessee. For new leases, a nonrefundable screening fee is required for every person 18 or older who will occupy the unit. Nonrefundable screening fees are to be paid by money order or cashier's check made payable to the Point South Condominium Association.
4. Applications for purchase, lease or lease renewal will not be considered properly filed unless they are complete.
5. No one can occupy a unit or continue to occupy a unit until the Association issues a written approval of purchase or lease.
6. No unit owner shall sell or lease, nor shall approval be given, until and unless, all maintenance fees and special assessments past and due are paid, or payment provided to the satisfaction of the Association.
7. The Association approval of a sale of a unit is issued contingent upon a unit owner's payment of any delinquent maintenance or special assessment fees prior to the sale closing.
8. Leases may not be longer than one year or less than ninety (90) days. Leases may not be self-renewing upon expiration. New leases and lease renewals must be approved the Association before tenants can occupy or continue to occupy a unit.
8. Lease renewal applications must be submitted 60 days prior to lease expiration. No screening or application fee is required for renewals. Lessees may not occupy a unit beyond the expiration of their lease without Association approval.
9. Only lessees in good standing with the Association will be considered for renewal.
10. Only persons who have been screened and approved by the Association and the unit owner may occupy a unit.
11. All purchasers and new lessees must attend an Association Rules and Regulations briefing and receive a copy of the Rules and Regulations before applications for purchase or lease will be approved and before occupancy of a unit.
12. The unit owner shall ensure that tenants abide by all Rules and Regulations and the unit owner shall be responsible for any violations of the Rules and Regulations caused by the tenant. The unit owner shall also be responsible for any damage to the Association's common areas caused by the tenant.
13. The Association has 30 days to approve or deny a completed application for purchase, lease or renewal of a lease.
14. Unit owners who permit occupancy of a unit prior to Association screening and approval of an Application to lease or purchase will be fined \$100.00. Person who occupy a unit without Association approval are subject to eviction.
15. Denial of an Application: The applicant must be afforded due process. If denied, an applicant may request a hearing before the Board of Directors. Applicants have 30 days from the date they were informed of the denial to request a hearing before the Board of Directors. All hearing requests must be in writing and submitted to the Association's business office.

SECTION XI ENFORCEMENT

Every unit owner, lessee, guest and visitor shall comply with these Rules and Regulations as set forth herein and all Rules and Regulations which from time to time may be adopted, and the provisions of the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association as amended from time to time. Failure to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof, including all attorney fees and costs incurred. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a unit owner for failure of an owner, his family, guests, invitees, lessees or workman to comply with any covenant, restriction, Rule or Regulation herein provided the following procedures are adhered to:

NOTICE: The Association shall notify the unit owner and/or lessee of the infraction or infractions. Included in the Notice shall be a date and time of the next Board of Directors meeting at which time the unit owner and/or lessee shall present reasons why the penalties should not be imposed.

HEARING: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Directors shall be submitted to the owner or occupant no later than twenty-one (21) days after the Board of Directors meeting.

FINES: The Board of Directors may impose fines against the applicable unit up to the maximum amount permitted by the Florida Statutes, Chapter 718 - The Condominium Act

Rules and Regulations shall be enforced by but not limited to the following fines. Violators will be given 15 days or less to comply depending on the type of violation and the urgency to correct it. The Board of Directors will apply these fines and warnings at its sole discretion. The Board of Directors reserves the right to levy higher fines without prior warning when violations are of such a serious nature higher fines without prior warning are merited.

GENERAL VIOLATIONS:

First Violation Notice	Warning/No Fine
Second Violation Notice	\$25.00 Fine
Third Violation Notice	\$50.00 Fine
All Subsequent Notices for Same or Similar Violation	\$75.00 Fine

Fines for general violations will be increased to the next highest level if the violator ignores a previous violation notice and/or fine and recommits the same violation within 12 months of the last violation.

SPECIAL VIOLATIONS:

I. Violations Involving Leaks Causing Damage, Leaks Causing Water Loss, Conditions Causing Health, Fire or Other Hazards, Failure to Repair Damage to Common Area or Other Unit:

First Violation Notice	Specified Time to Comply/No Fine
Second Notice – Non-Compliance With First Violation Notice	\$5.00 fine per day until full compliance

2. Permitting Occupancy or Continued Occupancy Without First Obtaining Association Written Approval of Purchase, Lease or Lease Renewal; Drug Use/Sale; Domestic Disturbances Resulting in Police Response, Fighting, Violence of Any Kind or Actions That Endanger Residents, Employees or Others ; Detonation of Fireworks; Vandalism and/or Willful Damage to Association Property or Another Unit;

First violation, failure to comply with first violation notice and subsequent Violations \$100.00 Fine

Fines not paid when due will be charged to the unit's account. Unpaid fines will accrue an interest penalty of 5% per annum until paid. Should a unit also be charged a fee related to a violation and that fee not be paid by the unit owner, that fee will also be charged to the unit's account and accrue an interest penalty of 5% per annum until paid.

The Board of Directors may withhold or revoke a unit owner or tenant's parking, pool and laundry facility privileges when a unit owner becomes more than 60 days delinquent in the payment of maintenance fees or special assessments or when a tenant becomes more than 30 days delinquent in the payment of rent.

APPROVED BY THE BOARD OF DIRECTORS TO BECOME EFFECTIVE JANUARY 31, 2006

Richard J. Condon, President

Date

Alexis Velasco, Vice President

Date

Dr. David Newman, Treasurer

Date

Marta Carbonel

Date

POINT SOUTH CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS
Effective September 30, 2012

INTRODUCTION

In order to assure the maximum enjoyment and congeniality of all residents of Point South, as well as to protect the value of the property, the following Rules and Regulations have been adopted by the Board of Directors. They must be observed by all unit owners, lessees, their family, guests and visitors. The Rules and Regulations will be enforced by warnings, fines and, when necessary, legal action. Please keep in mind that the unit owner is ultimately responsible for the acts of their family members, tenants, guests, and visitors, etc.

The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations provided that the amendments are a reasonable exercise of the Association's powers and authorities based upon the provisions and overall concepts of the Declaration and By-Laws. Copies of amendments must be furnished to each unit owner prior to their effective date. Changes to the Rules and Regulations must also be conspicuously posted on the Condominium property notifying residents of the changes and the date they become effective.

REQUIREMENTS TO OBTAIN ENTRY

A. If you are not an registered owner or resident or are not invited by an owner or resident you may not be allowed entry with the following exceptions:

1. Licensed contractor making repairs (only during work hours).
2. A Nurse or Social Worker on duty.
3. A subcontractor of the Association on duty.
4. Any government employee on duty.
5. Emergency vehicles on duty.
6. Trash removal subcontractor on approved list.
7. Person inquiring on rental availability during hours that Association Office is open.

B. When approaching entry point do not use your cell phone, lower your radio, and be ready to answer any question by Security or the Door Operator.

C. Be willing to stop, be courteous, and maintain descency at all times.

D. Be willing to provide valid ID.

E. If you are in a cargo truck or moving truck you will only be allowed entry if you have proof of rental agreement. If you are moving out you must show empty truck and only between moving hours 8:00 AM to 6:00 PM Monday through Friday, and 10:00 am to 4:00 pm on Saturdays. No moving in/out on Sundays.

F. If you violate the entry point by coming in the opposite direction you will be charged with trespassing, if you are a resident you will be fined \$50.00.

G. If the boom is up drive in at 5mph and be willing to stop if asked.

H. Even if you have a valid parking decal Security reserves the right to stop and inquire of all residents.

SECTION I GENERAL REQUIREMENTS

- A. No unit shall be used for other than residential purposes.
- B. All absentee owners must designate a responsible firm or individual to care for their unit(s) and shall furnish the Association with the names(s) of such firm or individual(s).
- C. At no time shall the number of persons residing in any unit exceed two (2) persons per bedroom, for a total of four (4) persons per unit.
- D. Invalidity of any one section of these Rules and Regulations by changes in law or court rulings does not invalidate any other section.
- E. Right of Entry — owners and tenants must grant right of entry for necessary maintenance inspections, repairs and for emergencies. Each owner or tenant shall furnish the Board of Directors an emergency phone number of the person who has access to the unit should an emergency occur.
- F. Signs with rules that are necessary for the safety and or comfort of the residents are conspicuously posted on the condominium property and must be complied with at all times.
- G. No unit owner shall keep anything in their unit or permit anything to be done, directly or indirectly through the actions of family members, guests, visitors or tenants that will increase the rate of insurance of other unit owners or the Association.
- H. No flammable, combustible or explosive fluids or materials shall be kept in any unit or storage area, except such as are required for normal household use.
- I. No signs, including “for sale” or “for rent” signs, may be posted on any part of the condominium property without prior written approval of the Association.
- J. The personal property of all unit owners or tenants shall be stored inside their own unit, or in a storage area assigned to them by the Association. Patios and balconies may not be used for storage of any kind.
- K. Waterproof, outdoor furniture and plants are permitted on balconies and patios. All other articles including window treatments, to be placed on or installed on balconies and patios must have written Association approval.
- L. Owners will be responsible for any and all costs of repairs caused by their waterbeds. Owners will be responsible for any and all damage caused by their tenant’s waterbeds.
- M. No articles such as rugs, towels, mops, or clothes shall be shaken or hung from any balcony, terrace or walkway. No dirt, dust, debris or other substance or object shall be swept or washed from any balcony, patio or walkway.
- N. Nothing shall be dropped or thrown from walkways or balconies.
- O. Unit owners, family members, tenants, guests, visitors and repairmen may not go onto the roof of any building for any purpose without Association approval.
- P. No barbecuing on patios, balconies, walkways, in the pool area or any common area near buildings. This is a violation of the Dade County Fire Code, Section 28.01(5). Barbecuing is permitted along the outer perimeter grassy area between the parking lot and the perimeter fence.
- Q. Fireworks are not permitted at Point South. Detonation of fireworks on condominium grounds will result in a \$100.00 fine, a report to the police and, if a tenant violation, possible eviction.
- g, Personal washers and dryers are not permitted in units, patios or balconies. A violation of this requirement will result in a 15-day notice to remove the washer and/or dryer from the unit. Failure to comply with the removal notice will result in a fine(s) in the amount

of \$100.00 dollars.

S. Laundry rooms are available throughout the complex. Laundry room use is restricted to unit owners and tenants who have been issued access by the Association. To prevent vandalism and theft, laundry room must close each night by 10:00 o'clock PM and the padlock closed on the laundry room door. By the set time of closure all clothing must be removed from the laundry, failure to comply may result in loss of laundry room privileges and a fine in the amount of \$25.00 dollars.

EMERGENCY PREPAREDNESS AND GENERAL REPAIRS

Unit owners who plan to be absent during the Hurricane Season must prepare their unit(s) prior to their departure by:

1. Removing all furniture, plants and other objects from the balcony or patio.
2. Designating a responsible company or individual to care for their unit should the unit suffer hurricane damage and shall furnish the Association with the name and telephone numbers of such firm or individual.

Company representatives and individuals shall contact the Association for clearance to install or remove hurricane shutters. Materials used shall be subject to the approval of the Association.

L Materials placed on or around windows and doors for hurricane protection may be installed 72 hours before and must be removed within one (1) week after a hurricane emergency has passed,

Only materials such as plywood sheets and connectors such as Tapcon screws approved by Miami-Dade County for hurricane protection use can be used on exterior, common area walls to protect windows and doors. All other materials and connectors are prohibited because they will not withstand hurricane level winds.

V. Unit owners are responsible for repairing any damage caused to common area walls as a result of their attaching plywood or any other materials to the walls to protect windows and doors from hurricane damage.

W. Broken windows and missing screens must be repaired within fourteen (14) days from breakage.

X. Units owners are responsible for the maintenance of their unit and must promptly correct any condition that may cause damage to their unit, another unit, or common area. Unit owners who carelessly, willfully or negligently cause damage to another unit or common area are responsible for promptly repairing the damage.

Y. All units shall have proper window and door coverings within thirty (30) days of occupancy. A proper covering is defined as any covering designed specifically for windows and doors

Z. All garbage and household trash must be put in plastic bags, securely tied and disposed of in dumpsters provided. Boxes must be broken down before being placed in the dumpsters.

AA. No furniture, appliances, bedding, construction waste, paint or chemicals, carpeting, or any other non-household trash may be disposed of on the property or in the dumpsters. Unit owners and residents who dispose of bulk trash on the property will be subject to payment of a removal cost and a fine.

BB. Littering or depositing household trash or garbage in Laundry Room trash or trash cans by the mailbox area is prohibited. Trash and garbage may not be left on walkways,

sidewalks or any other common area.

CC. No object shall be left on a common walkway or sidewalk that completely or partially blocks the common walkway or sidewalk. This is a violation of the Dade County Fire Code and these Rules and Regulations.

SECTION II DISTURBANCES AND CONDUCT

A. Unit owners are responsible for ensuring that their tenant(s) are screened and approved by the Association and receive a copy of the Rules and Regulations before occupying a unit.

B. Unit owners shall ensure that their tenant(s) understand and abide by the Rules and Regulations. Unit owners are responsible for any violations of the Rules and Regulations caused by their tenant and for any damage caused by the tenant to the Association's common areas or to another unit.

C. Unit owners and tenants shall not make or permit any disturbing noise audible in another unit at any time, day or night.

D. Unit owners and tenants shall not engage in any activity that interferes with the rights, comforts or conveniences of other unit owners or residents, or cause injury to the reputation of the Association.

E. Children may not play or loiter on walkways, stairways, sidewalks or elevators.

F. No unit owner, family member, tenant, guest or visitor shall loiter on/in or block stairways or walkways.

G. No mechanical or electronic device shall be installed in a unit that causes any interference with other mechanical or electronic devices in any other unit.

H. The use of elevators for moving in or out is restricted to 8:00 AM to 6:00 PM Monday through Friday, and 10:00 AM to 4:00 PM on Saturdays. No moving in or out on Sundays, major holidays or hours before 8:00 AM or after 6:00 PM (4:00 PM on Saturdays).

I. Hours for contractors, handymen, unit owners or residents to perform work or repairs to units are 8:00 AM to 6:00 PM Monday through Friday and 10:00 AM to 4:00 PM on Saturdays. Only emergency work can be performed at other times, on Sundays or on major holidays.

J. Except in an emergency, no unit owner, contractor, handyman or tenant shall turn water or electricity off to other units without first obtaining the permission of the Association.

K. The Association may require a unit owner or tenant to disconnect their car alarm if the alarm has experienced more than three (3) false alarms during any 24-hour period. All car alarms on

condominium property shall have a timer to silence themselves after 5 minutes.

L. No immoral, improper, offensive, or unlawful use shall be made of a unit or common area. All laws, ordinances and regulations of governmental bodies having jurisdiction shall be observed.

M. Use or sale of drugs or controlled substances is strictly forbidden. Violations will be reported to the police. Violators will be subject to fines and eviction.

N. Domestic disturbances, fighting and violence of any kind or actions that endanger other residents will be reported the police and will result in fines and possible eviction.

SECTION III PETS

A. No animal may be kept, bred, raised or maintained in any unit or on condominium property for any "commercial" purpose.

B One (1) pet not to exceed 40 pounds in weight is permitted to each unit. Unit owners may prohibit tenants from keeping pets.

C. Breeds of dogs considered dangerous such as pit bulls, rottweilers, etc, are prohibited and may not be brought onto or kept at the property. Also, species of animals considered dangerous such as poisonous snakes are prohibited and may not be brought onto or kept at the property.

E. Dogs and cats may not be kept on balconies or patios unattended. Pet urine and feces cannot be washed or swept from balconies or patios to the ground below. Unit owners and tenants are responsible for ensuring that pet odors do not annoy other residents.

F. Dogs must be kept on a leash at all times when outside of a unit. Dogs and other pets are not permitted in the pool or pool area.

G. Dogs must be walked (exercised) on a leash and allowed to excrete only along the grassy area between the perimeter fence and the parking lot. Dogs shall not be permitted to excrete by or between buildings. Should a dog accidentally excrete feces by or between a building or on the walkways or stairs, the owner must pickup the feces and properly and safely dispose of it.

H. Unit owners and tenants are responsible for any damage caused by pets to other units or common areas.

I. Dogs and cats must have current Miami-Dade County license tags on them at all times when outside of their unit.

J. No pet shall be allowed to become a nuisance or to unreasonably annoy or disturb other residents at any time. Violation of this rule will result in a \$75 dollar fine imposed on the owner/resident in the first occurrence and increase for each additional occurrence. Additional fines may cause the unit to incur Lien and if unpaid to be foreclosed and evicted from the property.

K. If a unit owner or tenant has been issued three or more pet violations in any 12 month period, the Association also reserves the right to revoke the unit owner's or tenant's right to keep a pet on the property.

SECTION IV COMMON AREA

A. The speed of vehicular traffic within the community shall not exceed the posted limit of 10MPH.

B. The common areas including but not limited to sidewalks, hallways, stairways, walkways, and vestibules shall be kept free from all obstructions and shall be used only for the purpose of foot passage to and from the premises. No carriages, carts, bicycles or other objects shall be stored or left in these common areas.

D. Bicycles, motorized vehicles, skateboards, roller skates/roller blades, or carts may not be used on walkways, sidewalks, hallways, stairs, elevators or grassy areas. The only wheeled vehicles permitted in these areas are wheelchairs and baby strollers.

E. Shopping carts may not be brought onto the property.

F. Electrical wiring or protrusions from the exterior common wall of a unit are prohibited unless approved in writing by the Association.

G. Use of Association utilities (electric or water) from a common area Outlet without

prior approval of the Association is prohibited.

H. No one is permitted to climb over, crawl under or climb up walls, fences or railings anywhere on the property either for crossing or play.

Common areas of the property shall not be used for storage of vehicles or any object without obtaining written Association approval.

SECTION V PARKING

A. One (1) reserved parking space will be assigned to each unit by the Association.

Unassigned guest spaces are common elements that may be used on a first-come, first-served basis by residents and visitors. Each unit may keep and park up to three vehicles in the designated parking areas.

B. All residents of Point South are required to obtain and display on their vehicle(s) a current, official Point South parking decal. Only vehicles displaying a current, official Point South parking decal may continuously park at Point South. Vehicles continuously parked at Point South for a period exceeding three weeks without displaying a current, official Point South parking decal are subject to towing at the owner's expense.

C. Overnight guests of owners or tenants must obtain a temporary parking permit for their vehicle for stays longer than 24 hours.

D. Any vehicle not authorized to park in the reserved space of a unit will be subject to immediate towing by the Association without warning at the owner's expense upon receipt of a complaint from a resident of the unit assigned that space.

E. Vehicles may not be stored in guest or reserved parking spaces without written Association approval. Parking spaces are available and assigned for vehicles in frequent use. Vehicles stored in guest or reserved spaces without authorization, including those with a Point South parking decal, are subject to towing at the owner's expense following the issuance of a 24 hour tow warning. The Association reserves the right to deny vehicle storage requests.

F. All vehicles parked at Point South must display a current, State issued license plate issued to that vehicle. Vehicles without a current, State issued license plate or with a license plate more than two months expired are subject to towing following issuance of a 24 hour tow notice,

G. No vehicle, including those issued a current Point South parking decal, that cannot operate on its own power due to crash damage or mechanical problems shall remain parked at Point South for more than 24 hours without written Association approval. Vehicles parked in violation of this requirement will be subject to towing at the owner's expense after issuance of a 24 hour tow warning.

H. Major mechanical or body repairs to vehicles are prohibited at Point South. Vehicles in violation, including those with current, official Point South parking decals, are subject to immediate towing at the owner's expense.

I. Vehicles with significant oil or other fluid leaks, including those with current, official Point South parking decals may not be parked at Point South and are subject to towing at the owner's expense. Owner's of vehicles that have damaged the parking area due to oil or other fluid leaks are responsible for the cost of repair and restoration of the damaged area.

J. Vehicle washing is prohibited at Point South.

K. No vehicle can be kept on jacks, jack stands or other supports for more than twenty-

four (24) hours. Vehicles in violation of this requirement are subject to towing at the owner's expense following the issuance of a 24 hour tow warning.

L. No motorized vehicle of any kind can be driven on sidewalks, walkways or grassy areas.

M. To prevent exhaust fumes from entering condominium units, back in parking adjacent to buildings is prohibited.

N. Vehicles are subject to immediate towing if they are parked or standing (with or without engines running) in grassy areas, blocking sidewalks or access to units, blocking fire hydrants or are parked in fire zones, no parking zones or in areas not designated as a parking space.

O. Vehicles not authorized to park in management, security or 30 minute parking spaces are subject to immediate towing at the owner's expense.

P. Vehicles parked in "Handicapped Only" spaces that do not display a valid, current handicapped parking permit are subject to immediate towing and the owner's expense.

Q. No boats, watercraft, trailers, trucks (except pick-up and small panel trucks no larger than three quarter ton) or recreational vehicles may be parked overnight at Point South. Violators are subject to immediate towing at the owner's expense.

R. The Association may, upon written request, grant a limited time for boats or watercraft on trailers, campers or recreational vehicles to park in a designated space for a period of time not to exceed seven (7) days.

SECTION VI RECREATIONAL FACILITIES CLUBHOUSE

Unit owners and tenants may reserve the clubhouse for private use by contacting the Association for an application. A rental agreement must be signed and a security deposit and non-refundable use fee is required. Clubhouse applications must be submitted at least one (1) week in advance of a planned event. Unit owners with delinquent maintenance fees, special assessments and/or fines may not reserve the clubhouse for private use. Tenants with unpaid fines or who are delinquent in rent payments may not reserve the clubhouse for private use. The board of directors reserves the right to deny use of the clubhouse for any event that it determines may cause a disturbance or possible damage to the clubhouse facility.

SECTION VII RECREATIONAL FACILITIES POOL AREA

Pool rules must be complied with at all times. There is no lifeguard on duty. Persons using the pool or pool area do so at their own risk. The Association is not responsible for the safety of unit owners, tenants, guests or visitors who use the pool or enter the pool area,

1. The pool is a private pool. The pool and pool area is for the use of unit owners and tenants who have been issued a pool key and tag by the Association. Unit owners and tenants who have not been issued a pool Key and tag may not use the pool or enter the pool area. Unauthorized persons found in the pool or pool area are trespassing and subject to fines and arrest. The Association reserves the right to revoke a unit owner or tenant's use of the pool and pool area if three (3) or more pool related violations are issued to the unit during any twelve-month period.

2. Each apartment is allowed a total of 4 guests to access the pool area provided they have no outstanding fines. Guests must wear a wrist band.

POOL RULES

1. No lifeguard is on duty. Swim at your own risk.
2. The use of the pool is restricted to four (4) persons per unit at one time.
3. Children under 16 are not permitted in the pool or pool area without an accompanying adult.
4. Pool hours are from 12 Noon to 8:00 PM, unless otherwise posted.
5. All persons must shower before using the pool.
6. No food, glass bottles, cups or breakable objects are allowed in the pool area or the pool.
7. No ball paying, running, diving, jumping or horseplay.
8. Pets are not permitted in the pool or pool area.
9. No bikes, skates, skateboards, scooters, etc. No wheeled vehicles are allowed in the pool area except for wheelchairs and infant strollers.
10. No rafts or other floating objects larger than 3 feet , scuba gear or sharp objects
11. No cooking or barbecuing in the pool area
12. The pool gate must be kept closed and locked at all times to protect small children and to prevent unauthorized persons from entering the pool area.
13. No street attire is allowed when swimming in the pool
14. Children still in diapers are required to wear plastic pants while using the pool.
15. The use of radios without headphones is prohibited in the pool area.
16. The life ring and other life saving devices in the pool area are for emergency use only.
17. Climbing on, under or over the pool fence is prohibited. Persons entering the pool area by climbing over the fence will be considered trespassing and will be subject to prosecution.
18. Persons not authorized to be in the pool area or pool will be considered trespassing and subject to prosecution
19. Unit owners and tenants who are authorized to use the pool and pool area must accompany their guests and visitors when they are using the pool or pool area.
20. No one is permitted in the pool or pool area before or after posted pool hours. Any person found in the pool area before or after posted hours will be considered trespassing and will be subject to prosecution.
21. Persons with open cuts or sores are not permitted to use the pool.
22. All litter must be deposited in the trash containers provided in the pool area.
23. For safety purposes, no one can use the pool on rainy days or during thunderstorms.

SECTION VIII ARCHITECTURAL

1. No exterior building alterations, additions, or change of paint color will be permitted without first obtaining written Association approval.
2. All persons who desire to install wrought iron security bars on door(s), aluminum screen doors, or hurricane shutters must obtain written Association approval by requesting and filing an Architectural Modification Application. These items must be white in color unless otherwise specified by the Association.
3. No antenna of any kind, exterior radio, television or other exterior mechanical or electronic installation may be installed on the exterior wall or roof of any building,

including the patio/balcony area of any unit. On October 25, 2005 following Hurricane Wilma, the Board of Directors extended the ban on antennas to satellite TV dishes. Dishes improperly installed before Hurricane Wilma or destroyed by the Hurricane must be removed and cannot be repaired. All remaining satellite TV dishes must be removed when the tenant living in the unit on October 25, 2005 moves.

4. The Association reserves the right to remove at the unit owner's expense, any object that violates the above requirements and to levy fines for such violations.

SECTION IX MAINTENANCE FEES

1. Maintenance fees are due by the first (1st) of every month. If full payment is not received by the Association by the tenth (10th) day of any month, a late charge of \$10.00 will be billed to the unit every month the fee is in arrears.

SECTION X LEASES AND PURCHASES

1. The Condominium Association has the right to approve, deny, or terminate the purchase, lease or lease renewal of all Point South units.

2. In the event of a sale of a unit, the purchaser and unit owner must provide the Association with a completed Association Application to Purchase, a copy of the Contract/Agreement of Sale and a Nonrefundable applicant screening fee as required by the Association. Nonrefundable screening fees are to be paid by money order or cashier's check made payable to the Point South Condominium Association.

3. In the event of a lease or renewal of lease of a unit, the lessee and unit owner must provide the Association a completed Association Application to Lease, an Association Lease Addendum and a copy of the unit owner's lease with the lessee. For new leases, a nonrefundable screening fee is required for every person 18 or older who will occupy the unit. Nonrefundable screening fees are to be paid by money order or cashier's check made payable to the Point South Condominium Association.

4. Applications for purchase, lease or lease renewal will not be considered properly filed unless they are complete.

5. No one can occupy a unit or continue to occupy a unit until the Association issues a written approval of purchase or lease.

6. No unit owner shall sell or lease, nor shall approval be given, until and unless, all maintenance fees and special assessments past and due are paid, or payment provided to the satisfaction of the Association.

7. The Association approval of a sale of a unit is issued contingent upon a unit owner's payment of any delinquent maintenance or special assessment fees prior to the sale closing.

8. Leases may not be longer than one year or less than ninety (90) days. Leases may not be self-renewing upon expiration. New leases and lease renewals must be approved by the Association before tenants can occupy or continue to occupy a unit.

8. Lease renewal applications must be submitted 60 days prior to lease expiration. No screening or application fee is required for renewals. Lessees may not occupy a unit beyond the expiration of their lease without Association approval.

9. Only lessees in good standing with the Association will be considered for renewal.

10. Only persons who have been screened and approved by the Association and the unit owner may occupy a unit.

11. All purchasers and new lessees must attend an Association Rules and Regulations briefing and receive a copy of the Rules and Regulations before applications for purchase or lease will be approved and before occupancy of a unit.

12. The unit owner shall ensure that tenants abide by all Rules and Regulations and the unit owner shall be responsible for any violations of the Rules and Regulations caused by the tenant. The unit owner shall also be responsible for any damage to the Association's common areas caused by the tenant.

13. The Association has 30 days to approve or deny a completed application for purchase, lease or renewal of a lease.

14. Unit owners who permit occupancy of a unit prior to Association screening and approval of an Application to lease or purchase will be fined \$100.00. Person who occupy a unit without Association approval are subject to eviction and prosecution for trespassing.

15. Denial of an Application: The applicant must be afforded due process. If denied, an applicant may request a hearing before the Board of Directors. Applicants have 30 days from the date they were informed of the denial to request a hearing before the Board of Directors. All hearing requests must be in writing and submitted to the Association's business office.

SECTION XI ENFORCEMENT

Association Employees such as Front Entrance Door Operators, Security, Maintenance, and any other employee or member of the Board of Directors, and Property Managers and Manager's employees are authorized representatives to enforce these rules at all times. Every unit owner, lessee, guest and visitor shall comply with these Rules and Regulations as set forth herein and all Rules and Regulations which from time to time may be adopted, and the provisions of the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association as amended from time to time. Failure to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages. Injunctive relief or any combination thereof, including all attorney fees and costs incurred. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a unit owner for failure of an owner, his family, guests, invitees, lessees or workman to comply with any covenant, restriction, Rule or Regulation herein provided the following procedures are adhered to:

NOTICE: The Association shall notify the unit owner and/or lessee of the infraction or infractions. Included in the Notice shall be a date and time of the next Board of Directors meeting at which time the unit owner and/or lessee shall present reasons why the penalties should not be imposed.

HEARING: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Directors shall be submitted to the owner or occupant no later than twenty-one (21) days after the Board of Directors meeting.

FINES: The Board of Directors may impose fines against the applicable unit up to the maximum amount permitted by the Florida Statutes, Chapter 718 - The Condominium Act Rules and Regulations shall be enforced by but not limited to the following fines. Violators will be given 15 days or less to comply depending on the type of violation and the urgency to correct it. The Board of Directors will apply these fines and warnings at its sole discretion. The Board of Directors reserves the right to levy higher fines without prior warning when violations are of such a serious nature higher fines without prior warning are merited.

GENERAL VIOLATIONS:

First Violation Notice Will Carry No Fine

Second Violation Notice \$25.00 Fine

Third Violation Notice \$50.00 Fine

All Subsequent Notices for Same or Similar Violation \$75.00 Fine

Fines for general violations will be increased to the next highest level if the violator ignores a previous violation notice and/or fine and recommits the same violation within 12 months of the last violation.

SPECIAL VIOLATIONS:

I. Violations Involving Leaks Causing Damage, Leaks Causing Water Loss, Conditions Causing Health, Fire or Other Hazards, Failure to Repair Damage to common Area or Other Unit:

First Violation Notice Specified Time to Comply/No Fine

Second Notice — Non-Compliance With First Violation Notice \$5.00 fine per day until full compliance

2. Permitting Occupancy or Continued Occupancy Without First Obtaining Association Written Approval of Purchase, Lease or Lease Renewal; Drug Use/Sale; Domestic Disturbances Resulting in Police Response, Fighting, violence of Any Kind or Actions That Endanger Residents, Employees or Others ; Detonation of Fireworks; Vandalism and/or Willful Damage to Association Property or Another Unit

First violation, failure to comply with first violation notice and subsequent Violations \$100.00 Fine

Fines not paid when due will be charged to the unit's account. Unpaid fines will accrue an interest penalty of 5% per annum until paid. Should a unit also be charged a fee related to a violation and that fee not be paid by the unit owner, that fee will also be charged to the unit's account and accrue an interest penalty of 5% per annum until paid.

The Board of Directors may withhold or revoke a unit owner or tenant's parking, pool and laundry facility privileges when a unit owner becomes more than 60 days delinquent in the Payment of maintenance fees or special assessments or when a tenant becomes more than 30 days delinquent in the payment of rent.

**APPROVED BY THE BOARD OF DIRECTORS TO BECOME
EFFECTIVE SEPTEMBER 30, 2012**