

RULES AND REGULATIONS
OF
PLANTATION COLONY OF BOCA WEST
CONDOMINIUM ASSOCIATION, INC.

Pursuant to the authority vested in the Board of Directors of Plantation Colony of Boca West Condominium Association, Inc., the following rules and regulations of Plantation Colony, have been adopted at the first meeting of the Board of Directors.

1. **ENFORCEMENT.** All violations of these rules and regulations shall be reported immediately to a member of the Board of Directors, an Association officer and or the management agent. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of these rules and/or whose remedial action shall be discerned. In the event that any person, firm or entity subject to these rules and regulations, fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed \$25.00 for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium. If the Board of Directors of the Association deems it necessary, it may bring action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall in addition be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations. In the event of conflict between the provisions of these rules and the Declaration of Condominium, the provisions of the Declaration shall apply.
2. **USE OF THE COMMON ELEMENTS.** The common Elements of the Condominium are for the exclusive use of Association members and their immediate families, lessees, resident house guests and guests accompanied by a member, and no other person shall be permitted to use the Common Elements of the Condominium unless accompanied by an Association member or a member of his immediate family, without the prior written consent of the Association.
3. **NOISE.** All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that said noise is not audible outside of the boundaries of the Unit in which it originates.
4. **CHILDREN.** Children shall not play on or about the Common Elements of the Condominium in an unruly or in an exceptionally noisy manner.
5. **PETS.** No animals of any kind shall be kept in a unit or allowed upon the Condominium property except by prior written consent of the Board of Directors of the Association. Such consent, if given, shall be revocable by the Board of Directors at any time, and shall be automatically expire upon the death or other disposition of the pet. Pets shall be leashed and restrained at all times when on or about the Condominium property. No guest, lessee or invitee shall bring any animal upon the Condominium property. Owners maintaining pets on the Condominium property, or whose guests, lessees or invitees bring any animal upon the Condominium property, shall be responsible for, and bear the expense of, any damage to person or property resulting there from.
6. **OBSTRUCTIONS.** There shall be no obstruction or cluttering of the Condominium property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entranceways, stairways, patios, courts or vestibules, or other Common Elements or areas.

7. **DESTRUCTION OF PROPERTY.** There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium property. Members shall be responsible for, and shall bear any expense of, such damage caused by said member, his family, guests, lessees and/or invitees.
8. **HURRICANE SHUTTERS.** Upon issuance of hurricane warnings, standard hurricane shutters or panels, as approved by the Board of Directors, may be used; provided that, such shutters shall be removed forthwith when hurricane conditions have abated.
9. **FLOOR COVERINGS.** All second floor areas must be covered with wall to wall carpeting except ceramic tile, vinyl or wood may be used as floor coverings for bathrooms, kitchens or entry ways.
10. **BALCONIES, WINDOWS, TERRACES AND DOORS.** Nothing shall be dropped, thrown, swept or otherwise expelled from any window, door, balcony, or terrace. No plants, pots, receptacles, other decorative articles or any other loose or movable objects, including drying clothes, shall be kept, placed, hung or maintained on any ledge, balcony or terrace. All loose or movable objects shall be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind.
11. **DAMAGE TO COMMON ELEMENTS.** Members shall be responsible for, and shall bear any expense of, any damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.
12. **REFUSE.** All refuse, waste, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefore.
13. **SWIMMING POOL.**
 - a. Swimming is permitted only from 8:00 AM to 10:00 PM
 - b. Children under twelve (12) years of age must be accompanied by a responsible adult swimmer.
 - c. All persons using the swimming pool do so at their own risk.
 - d. All persons must shower thoroughly before entering the pool.
 - e. All persons with long hair must wear a bathing cap while in the pool.
 - f. No floats, balls, toys, or other object, except swimming aids attached to the swimmer, are permitted in or around the pool.
 - g. No pets shall be permitted in the swimming pool or the pool area.
 - h. No running shall be permitted in the pool area.
 - i. No food or beverages in glass containers or glass objects shall be permitted in the pool area.

- j. Persons using suntan oil, lotion or any other similar substance shall not use poolside furniture unless such furniture is completely covered by a towel or other protective material.
 - k. During the winter season as determined by the Board of Directors, the pool shall be heated to a comfortable temperature within the discretion of the Board of Directors.
14. GUESTS. Owner shall notify the Manager, and security guard, by written notice in advance, of the arrival and departure of guests or family members who have permission to use a unit in the owner's absence. No person under twenty one (21) years of age shall occupy unless their parent or the unit owner is also in residence.
15. LEASING. Units may be leased for periods of not less than one (1) week. All leases shall be subject to the right of first refusal of the Association, and the Association may charge a reasonable fee to be fixed by the Board of Directors to defray the cost to the Association of processing the lease in regard to said right of first refusal but such fee shall exceed the sum of \$50.00.
16. SIGNS. No sign, nameplate, signal, advertising, illumination shall be inscribed or exposed on or at any window, door, balcony or terrace without the express prior written consent of the Board of Directors.
17. KEYS. The Association shall maintain a key to each Unit in the Condominium. No member shall change existing lock or install additional locks unless duplicate keys therefore are provided to the Association
18. PARKING. Unauthorized parking included vehicles parked so as to impede ingress to or egress from other parking spaces, drives, roads, or building entryways. Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator. Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium property. No vehicles shall be washed, polished and/or waxed on the Condominium property except in such specific areas as may from time to time be designated by the Board of Directors for such activity.
19. BICYCLES. Bicycles may not be parked, stored or otherwise kept on any portion of the Common Elements of the Plantation Colony of Boca West Condominium Association, except in places specifically designated by the Board of Directors. As such, all bicycles must be kept either at the bicycle racks located at the pool or inside of an Owner's screened porch of each Unit.
20. COMPLIANCE WITH DOCUMENTS. All members, and every lessee, guest or visitor of a member, shall comply with all of the terms, conditions, covenants, restriction and limitations contained in the Declaration of Condominiums, the Articles of Incorporation and the By-Laws.
21. RULE CHANGES. The Board of Directors of the Association reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of members; provided that such changes, revocations or additions must be presented to the members for approval in accordance with the procedure set forth in the Declaration of Condominium of Plantation Colony of Boca West, a Condominium, before such changes, revocations or additions become effective.