

**RULES AND REGULATIONS
OF
MURANO OF DELRAY BEACH CONDOMINIUM ASSOCIATION, INC**

In addition to the provisions of the Declaration of Condominium of MURANO OF DELRAY BEACH, A CONDOMINIUM (the "Declaration"), and the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of MURANO OF DELRAY BEACH CONDOMINIUM ASSOCIATION, INC. the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Directors, shall govern the use of Units, Common Elements and other property owned by the Association or subject to use rights held by the Association ("Association Property"), and the conduct of all Unit residents, whether Unit Owners, approved lessees. Or the guests of Unit Owners or lessees. All defined terms herein shall have the same meaning as in the Declaration, Articles and Bylaws.

- (1) Streets, sidewalks, parking areas, walkways, entrances and stairs shall not be obstructed or encumbered, or used in any manner or for any purpose other than ingress and egress to and from the units, nor shall any wagons, carts, chairs, benches, tables, toys, carriages or any other objects of a similar nature be left therein or thereon.
- (2) The Unit Owner shall submit a detailed construction plan of proposed improvements to his/her unit to the Association. No exterior architectural modifications shall be allowed. Upon review of the information submitted to the Association, Owners shall be notified in writing within 30 days if the required request has been approved or denied. However, completed floor installation requests may be submitted separately from other improvements and will be expedited. Board has a right to request additional documentation prior to issuance of an approval on the modification.
- (3) Unit Owners shall store personal property within their respective Units and designated storage areas, if any.
- (4) No garbage cans, supplies, milk bottles, or other articles shall be placed on balconies, nor shall any lines, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any such balconies or part of the Common Elements or Association Property. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas, so designated. The Common Elements and Association Property shall be kept free and clear of rubbish, debris, and other unsightly material.
- (5) So as to maintain the cleanliness of the Condominium Property, no Unit Owner shall allow anything whatsoever to fall from the window, balcony, or doors of his Unit, nor shall he sweep or throw there from any dirt or other substances upon the grounds.

- (6) In addition to all other remedies, in the sole discretion of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, his/her Tenant, guests invitees, lessees or employees, in an amount not to exceed that allowed by the Act as same may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
- (a) Notice: The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the Declaration of Condominium, Association By-laws or Association Rules which have been allegedly violated; a statement of the matters asserted by the Association; and a statement of the date and time and place of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel, shall have an opportunity to respond, to present evidence to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
 - (b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners ("Unit Owner Committee") appointed by the Association for such purpose, after which the Unit Owner Committee shall hear reasons why a fine should not be imposed. A written decision of the Unit Owner Committee shall be submitted to the Owner or occupant by not later than fourteen (14) days after the Unit Owner Committee's meeting.
 - (c) Amount: The Association may impose a fine against the applicable person in such amount as may be permitted by the Association's By-Laws and by law.
 - (d) Committee Approval: If the Unit Owner Committee does not agree with the fine, the fine may not be levied.
 - (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
 - (f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
 - (g) Infractions: Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction of violation.
 - (h) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted

from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

- (7) No vehicles other than automobiles, and/or allowable motorcycles shall be permitted to park within the Condominium Property, except for the purpose of making deliveries or providing repair services to a Unit. For purposes of this rule, "automobile" includes any type of allowable van, or truck such as pickup truck. No other vehicle or equipment of any kind, whatsoever, including, but not limited to, commercial work trucks delivery vans, boats, boat trailers and campers shall be parked, maintained, stored or otherwise kept within the designated parking areas or on any other portion of the Condominium Property at any time whatsoever. No vehicle which, cannot operate on its own power, shall remain within the Condominium Property for more than 24 hours. No vehicle shall be repaired within the Condominium Property, except in emergencies, and except as otherwise provided in the Declaration. All Vehicles belonging to the residents must be registered with the Association. NO COMMERCIAL VEHICLES UNLESS LETTERING IS COVERED OR PARKED IN GARAGE OVERNIGHT.
- (8) Moving furniture and other property into and out of units must take place Mondays through Saturdays between the hours of **8:00AM and 6:00PM ONLY**. Moving vans and/or trucks used for the purpose of moving in and/or out of a unit may only remain on condominium property during these times and only when actually in use, unless otherwise approved by the Association. Moving vans and/or trucks on condominium property outside of these hours may be towed at the vehicle owner's expense.
- (9) Water Spigots belonging to the buildings are not to be used for any purpose by any resident unless approved by the Association. This includes, but is not limited to washing your car or cleaning your patio/driveways.
- (10) **All move-ins and move-outs must be scheduled with the Management Office.** Please contact the Property Manager at 561-496-0062 to schedule your move and receive an Approval Form. A \$250 refundable security deposit (money order only) is required before you begin your move. The security deposit is required in case of damage to common areas. Unit Owners may be fined if a resident moves in/out without approval by the Association. Security deposits will be returned within 3 business days after the scheduled date of the move, if the Property Manager has determined that no damage was made to common areas. The cost to repair any damages will be deducted from the security deposit.
- (11) In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Condominium Property by any Unit Owner at any time for any purpose. No Unit Owner or resident may direct,

supervise, or in any manner attempt to assert control over the employees or agents of the Association.

- (12) In order that all Unit Owners may have the quiet enjoyment of their property, no Unit Owner shall make or permit any disturbing noises on the Condominium Property or Association Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Unit Owners.
- (a) No Unit Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated, phonograph, television, radio or sound amplifier, in his Unit in such a manner as to disturb or annoy other Unit owners. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.
 - (b) All other unnecessary noises such as the playing of pianos and other musical instruments, slamming doors, screaming and running in the breezeways between the hours of 10:30PM and 8:00AM should be avoided.
 - (c) Carpentry, carpet-laying, picture-hanging, or any trade (or do-it-yourself work) involving hammer work, etc., must be done between the hours of 8:00AM and 6:00PM on Monday through Friday and Saturday between 10:00AM and 5:00PM ONLY. No such work shall be done on Sundays.
- (13) Except in an emergency, a Resident shall not cause or permit the excessive blowing of any horn from any vehicle of which he/she, his/her family members, guests, invitees or lessees shall be occupants. Also there is not to be any loud car radio blasting through the community at the compactor or as residents drive through the community.
- (14) No radio or television installation may be permitted in a Unit, which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed on the roof or exterior walls of a Building without the written consent of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration. All removals or the carrying in or out of any, freight, furniture, or bulky matters of any description must take place during the hours, which the Board of Directors or its agent may determine from time to time. The moving of fixtures or bulky matters of any kind must be made after previous notice to the Board or its agent. Any damage done to the Building or to the Unit Owner or Occupant or to other persons in bringing in or removing furniture or other bulky or heavy articles shall be paid for by Unit Owners or Occupant.
- (15) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed above the first

level of the Building, or in, on or upon any part of the Condominium Property or Association Property without the written consent of the Board. No Unit Owner or Occupant shall engage or pay any employees on the Condominium Property, except those actually working for such Unit Owner or Occupant on said premises, nor advertise for laborers giving an address at said Condominium Property or Unit.

- (16) In order to protect the Condominium Property, each Unit Owner who plans to be absent from his Unit during the hurricane season or for an extended period must prepare his Unit prior to his departure by:
- (a) Removing all furniture, plants and other objects from his balcony, where applicable
 - (b) Turning off the water in the Unit while the owner is absent from the Unit
 - (c) Taking responsibility for temperature and humidity control so that mold and mildew are not generated, and
 - (d) Designating a responsible firm or individual to care for his Unit should same suffer storm or casualty damage, and furnishing the Association with the name of such firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.
- (17) In order that a Building may maintain an attractive and uniform appearance, no Resident shall make any alterations to the exterior of his Unit or cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, floors, balconies, windows, roof or lawn (including "for Sale" signs), nor shall a Resident place anything other than porch furniture or plants on the balcony except with the prior written consent of the Board. Residents are prohibited from installing security bars on the exterior of their Units. The Unit shall not be used for gambling, or for any immoral or illegal purposes. No gas or charcoal grills, burner, broilers, flyers and open flame devices may be used or maintained within the terraces of balconies or any common elements.
- (18) No fences may be erected upon the Condominium Property or Association Property without the express written approval of the Association.
- (19) Pets belonging to Residents who have signed a pet permission agreement and which pets have been approved by the Association will be allowed within the Condominium Property and Association Property subject to the following restrictions:
- a. No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted upon the Condominium Property or Association Property at any time.
 - b. No animal may be kept, bred or maintained for any commercial purpose.
 - c. Each Owner Occupied Unit shall be allowed to house not more than one dog and one cat (no more than 40 pounds).
 - d. Each animal brought or kept upon the Condominium Property or Association Property shall be at all times under the control of its Owner.

- e. Each Pet Owner shall promptly remove and properly dispose of all waste matter deposited by his animal upon the Condominium Property or Association Property.
 - f. No animal shall be allowed to constitute a nuisance.
 - g. Each Pet Owner owning a pet shall assume full responsibility for personal injuries or property damage caused by his pet, and each Pet Owner hereby agrees to indemnify the Association and all other Pet Owners and hold them harmless against any loss, claim or liability of any kind whatsoever arising from or growing out of any harm, injury, or damage caused by such Pet Owner's pet. A violation of the provisions of this Rule shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Pet Owners and/or to require any pet to be permanently removed from the Condominium Property upon three day's notice.
 - h. The Board shall have the right to promulgate Rules further restricting the keeping of pets.
 - i. Pet Owners must immediately collect and clean up any feces from pets upon the Condominium Property. Failure to comply with this rule may result in a fine of up to \$100 per violation.
- (20) In case of any emergency originating in, or threatening any Unit, the Association, subject to the relevant provisions in the Declaration and applicable law, shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Unit Owner of such Unit is present at the time of such emergency. To facilitate entry in the event of any such emergency, the Association shall have a master key to fit the door locks to all Units. If any Unit Owner wants to change a lock or to have a second lock installed as additional security, said Unit Owner shall deposit with the Board (at each Unit Owner's expense) a duplicate key for each such lock.
- (21) There shall be no solicitation by any person anywhere in a Building for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board. The garbage and trash from a single Unit shall not be excessive as determined by the Board of Administration. If it is excessive, then the Unit Owner shall be responsible and pay the costs of removal of said excessive waste, or removal of same, as directed by the Board of Administration. Waste shall be presumptively deemed excessive if it exceeds the Unit Owner's proportionate share of total trash capacity on a weekly basis using the Unit Owner's percentage ownership in the Common Elements and the waste capacity of the trash containers located on the Common Elements. All garbage and trash shall be deposited in the disposal installations provided for such purpose, if any. Costs of removal shall be treated as a charge against a Unit Owner and collected in accordance with the provisions of Section 9.3 of the Bylaws.

(22) Any Resident may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's Day, may display in a respectful way portable, removable *official flags*, not larger than 4.5 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of: (a) any provisions in these rules and regulations, including, but not limited to, rules numbered (10) and (12) hereof, or (b) any requirements dealing with flags or decorations.

(23) These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contracts, nor to the Units owed by the Developer, except:

- a. Requirements that leases or lessees be approved by the Association; and
- b. Restrictions on the presence of pets; and
- c. Restrictions on occupancy of Units base upon age (if any); and
- d. Restrictions on the type of vehicles to park on condominium Property or Association Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.