

SCHEDULE "RR"
TO
BY-LAWS

RULES AND REGULATIONS
FOR
TIERRA VERDE AT DELRAY BEACH, A CONDOMINIUM

(ALL REFERENCES HEREIN TO CAPITALIZED TERMS WHICH ARE NOT DEFINED IN THESE RULES AND REGULATIONS SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE DECLARATION OF CONDOMINIUM FOR TIERRA VERDE AT DELRAY BEACH, A CONDOMINIUM ("DECLARATION"), THE ARTICLES OF INCORPORATION AND BY-LAWS FOR TIERRA VERDE AT DELRAY BEACH CONDOMINIUM ASSOCIATION, INC.)

1. **OCCUPANCY.** Units shall be used only as residences and for no other purpose. Each Owner, tenant and occupant of a Unit should carefully review the Declaration for additional occupancy and use restrictions.

2. **USE.**

(a) No improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, or of the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.

(b) No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or otherwise, nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

(c) In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium (other than Units occupied by the Developer) without the prior written consent of the Association. The Association shall possess additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted, and further, the Association shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of the Condominium.

(d) The use of all Common Elements shall, at all times, be governed by these Rules and Regulations, as they may be amended from time to time by the Association, and by such other rules and regulations as may be posted, from time to time, in and about such Common Elements by the Association.

(e) Common Elements and Limited Common Elements shall only be used for the purposes intended, and shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

(f) Pool rules and regulations, as posted on the Condominium Property, shall be strictly observed.

3. **PETS.** Not more than two (2) domestic pets (limited to either dogs, cats or other common household pets) may be kept in a Unit. No Unit Owner shall allow its pet(s) to commit any nuisance or to interfere with the rights of other Unit Owners or to unreasonably annoy other Unit Owners or make improper use of the Condominium Property or the Common Elements. No Pit Bulls or other similar breeds shall be permitted at any time. Pet waste must be removed by

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Owners immediately. Pets may only be walked in areas designated by the Association. The Owner of any pet agrees to indemnify the Association and hold it harmless for any loss or liability arising out of the ownership of such pet.

4. APPARATUS AND ALTERATIONS.

(a) No clothesline or similar device shall be allowed on any portion of the Condominium Property.

(b) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, terraces, storm shutters, or windows of a Building, Common Elements, Condominium Property, or a Unit, except with the prior written consent of the Association, and further, if and when approved, subject to the conditions designated and adopted by the Association. All screening, window and exterior glass door coverings and drape linings shall only be in the colors specified by the Association. Anything to the contrary notwithstanding, any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

(c) Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Commons Elements appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter; and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements.

(d) Television, radios, musical instruments and other instrumentality of sound reproduction or amplification must be used at such times and at such levels as will provide a minimum disturbance to other Unit Owners. No radio or television installation or other electrical equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit. Except as provided herein, no exterior antenna shall be permitted on the Condominium Property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines, security systems, and communications systems.

(e) All portions of the Common Elements must, at all times, be kept free of obstruction. No garbage cans, supplies, or other articles shall be placed in the pathway, halls, driveways, walkways or parking areas. All garbage shall be properly bagged and deposited in garbage disposal areas designated by the Association.

(f) No Unit Owner shall in anyway affix any "for sale" or "for rent" signs or any other kinds of signs, notices or advertisements to the exterior of his Unit or in any way allow any signs to be visible to the general public from within his Unit.

(g) No flammable, combustible or explosive fluids, chemicals or other substances shall be kept in any Unit or on the Common Elements.

(h) Curtains, draperies, and other window coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Association.

(i) Repair, construction, decorating or remodeling work will be performed on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m., and no such work shall be performed on Sundays or legal holidays, except in case of emergency authorized by the Association and as necessary by the Developer, in the Developer's sole discretion.

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(j) No articles other than patio-type furniture shall be placed on the balconies, lanais, patios or other Common Elements.

(k) No terrace shall be cleaned in such a manner as to cause water or debris to drain from said terraces to other terraces below.

(l) No bicycles, skateboards, scooters, or similar equipment shall be permitted in the lobby, pool or other recreational areas. Bicycles shall be stored only in areas designated by the Association.

5. **CHILDREN.** Children shall be the direct responsibility of their parents or legal guardians, including full supervision of children while within the Condominium Property and including full compliance by children with these Rules and Regulations and all other rules and regulations of the Association. Loud Noises will not be tolerated. All children under the age of twelve (12) years of age must be accompanied by an responsible adult over the age of eighteen (18) years of age when entering and /or utilizing the recreational facilities.

6. **ASSOCIATION.**

(a) No Owner, tenant or occupant of a Unit shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he or she attempt to send any such employees on private business of such Unit. Owner, tenant, or occupant; such employees are to be directed only by Officers of the Association or the management personnel engaged by the Association.

(b) The Association, through its Officers or any designated Agent, may maintain a pass key to each Unit for utilization for pest extermination services and/or only in the event of emergency, such as fire, leakage, etc. No Owner, tenant, or occupant of a Unit shall alter any lock or install a new lock in any door leading into the Unit of such Owner without the prior written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association's Officer or agent with an additional key for the use of the Association pursuant to its right of access to each Unit. Should an Owner fail to provide such a key, the Association shall have the right to forcibly enter for purposes provided herein and under the Declaration.

7. **PARKING.**

(a) Parking areas are solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours. Speed limits shall be strictly observed.

(b) No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any other description, recreational vehicles, boats or boat trailers shall be permitted to be parked or to be stored at any place on the Condominium Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, or to any of the Association's or Developer's vehicles, subject to the terms herein.

(c) No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

(d) No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner shall be parked in such a manner as to impede or prevent access to another Owner's parking space.

(e) Except for guest parking spaces, each parking space is assigned as an appurtenance to a particular Unit. As such, each space may be used only by the Owner except when the Owner has given written permission (copy to the Association) for use by another Owner, lessee or occupant.

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(f) Vehicles shall only be washed in vehicle wash areas designated by the Association.

8. **PLUMBING.** Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the person causing the damage and, in the case of guests, by the Unit Owner who invited the guest onto the Condominium Property.

RESPONSIBILITY FOR DELIVERIES. Unit Owners shall be liable for damages to the Condominium Property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective Units.

10. **SOLICITATION.** There shall be no solicitation by any person anywhere in or on the Condominium Property for any cause, charity or any other purpose whatsoever, unless specifically authorized by the Association.

11. **OPEN DOORS.** No occupant shall allow the front entrance to his or her Unit to remain open for any purpose other than immediate ingress and egress.

12. **FOOD AND BEVERAGES.** Food and beverages shall be consumed only within Units and in such other areas specifically designated for such use by the Association.

13. **ODORS.** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other Owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.

14. **COOKING DEVICES.** No fires, cooking devices, grills or other devices which emit smoke or dust shall be allowed or used upon any balcony or terrace. Such cooking devices may only be used in outdoor cooking areas designated by the Association.

15. **HURRICANE/STORM SHUTTERS.** All Owners, tenants and occupants of a Unit shall have all hurricane and storm shutters approved by the Association prior to the installation thereof. Each Unit Owner who plans to be absent during the hurricane season must prepare his Unit before departure by: (1) removing all furniture, plants and other objects from the balcony and (2) designating a responsible firm or individual to care for the Unit in the event of a hurricane threat and/or should the Unit suffer hurricane damage, and by furnishing the Board with the name of said firm or individual. Such firm or individual designated by the Owner shall be subject to the approval of the Association. Should such firm or individual not be designated or available, the Association is authorized to take whatever steps are necessary in its discretion to protect the Unit and the Condominium Property at the sole cost and expense of the Owner.

16. **EXTERIOR CHANGES.** No exterior changes to the Units, including any changes to the balconies or other Limited Common Elements shall be made by any Unit Owner without the prior written approval of the Neighborhood Architectural Committee which is established pursuant to the terms and provisions of the Declaration of Condominium.

17. **COMPLIANCE BY UNIT OWNERS.** All Owners, tenants, invitees, licensees, guests, family members, agents, employees and occupants of a Unit shall comply with these Rules and Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person to the imposition of a fine (upon notice and hearing) and to possible legal remedies, including, but not limited to, suits for money damages, injunctive relief, or any combination thereof, as set forth in the Declaration, the Articles and By-Laws.

18. **COMPLIANCE BY DEVELOPER.** These Rules and Regulations shall not be applicable to the Developer, its designees, successors and assigns, or to Units owned by the Developer, except for those specific rules and regulations contained herein that pertain to Association approval of leases, restrictions on the presence of pets, restrictions on occupancy of Units based on age, and restrictions on the type of vehicles allowed to park on Condominium Property or Association Property; provided, however, the Developer and its designees shall have

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the right to be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium Property. Reference should be made to the Declaration, Articles of Incorporation and By-Laws of the Association, and any other documents governing the Condominium Property.

19. **RELIEF.** The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions for specific restrictions contained in these Rules and Regulations upon written request therefor, and for good cause shown in the sole opinion of the Board.

20. **APPROVALS.** All approvals required or permitted hereunder from the Association shall be in writing.

TIERRA VERDE AT DELRAY BEACH
CONDOMINIUM ASSOCIATION, INC., a Florida
not-for-profit corporation

By: Jessica Mamuro
Name: Jessica Mamuro
Its President

Attest: [Signature]
Name: David T. Rubin
Its Treasurer

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10.7.3 No person shall deliberately or maliciously turn in an alarm of fire when in fact that person knows that no fire exists.

10.7.4 It shall be a violation of this Code for any person to willfully make any false, fraudulent, misleading, or unfounded report or statement or to willfully misrepresent any fact with the intention of misleading any fire department personnel or that interferes with the operation of the fire department.

10.8 Tampering with Fire Safety Equipment.

10.8.1 No person shall render any portable or fixed fire-extinguishing system or device or any fire warning system inoperative or inaccessible.

10.8.1.1 As necessary during emergencies, maintenance, drills, prescribed testing, alterations, or renovations, portable or fixed fire-extinguishing systems or devices or any fire warning system shall be permitted to be made inoperative or inaccessible.

10.8.2 No person shall render a system or device inoperative during an emergency unless by direction of the incident commander.

10.8.3 No person, except a person authorized by the AHJ, shall remove, unlock, destroy, or tamper with in any manner any locked gate, door, or barricade; chain; enclosure; sign; tag; or seal that has been required by the AHJ pursuant to this Code.

10.9 Emergency Plans.

10.9.1 Where Required. Emergency plans shall be provided for high-rise, health care, ambulatory health care, residential board and care, assembly, day care centers, special amusement buildings, detention and correctional occupancies, underground and windowless structures, facilities storing or handling materials covered by Chapter 20, or where required by the AHJ.

10.9.2* Plan Requirements. Emergency plans shall be developed in accordance with NFPA 1600, *Standard on Disaster/Emergency Management and Business Continuity Programs*, and shall include the procedures for reporting of emergencies; occupant and staff response to emergencies; the type and coverage of building fire protection systems; and other items required by the AHJ.

10.9.2.1 Review. When required, emergency plans shall be submitted to the AHJ for review.

10.9.2.2 Maintenance. Emergency plans shall be reviewed and updated annually. Revised plans shall be submitted for review and updates shall be provided whenever changes are made in the occupancy or physical arrangement of the building or fire protection systems or features.

10.9.3 The owner shall provide floor plans to the fire department in a manner approved by the AHJ and the fire department.

10.10 Smoking.

10.10.1 Where smoking is considered a fire hazard, the AHJ shall be authorized to order the owner in writing to post "No Smoking" signs in conspicuous, designated locations where smoking is prohibited.

10.10.2 In areas where smoking is permitted, noncombustible ashtrays shall be provided.

10.10.3 Removal or destruction of any required "No Smoking" sign shall be prohibited.

10.10.4 Smoking or depositing any lighted or smoldering substance in a place where required "No Smoking" signs are posted shall be prohibited.

10.11 Open Fires, Incinerators, and Commercial Fireplaces.

10.11.1 Permits. Permits, where required, shall comply with 1.12.19.

10.11.1.1 Permits shall not be required for cooking and recreational fires.

10.11.1.2 Where burning is conducted on public property or the property of someone other than the permit applicant, the permit applicant shall demonstrate that permission has been obtained by the appropriate government agency, the owner, or the owner's authorized agent.

10.11.1.3 When limits for atmospheric conditions or hours restrict burning, such limits shall be designated in the permit restrictions.

10.11.1.4 Instructions or stipulations of permit shall be adhered to.

10.11.2 Open Fires.

10.11.2.1 Permitted open fires shall be located not less than 50 ft (15 m) from any structure.

10.11.2.2 Burning hours shall be prescribed by the AHJ.

10.11.2.3 Recreational fires shall not be located within 25 ft (7.6 m) of a structure or combustible material unless contained in an approved manner.

10.11.2.4 Conditions that could cause a fire to spread to within 25 ft (7.6 m) of a structure shall be eliminated prior to ignition.

10.11.3 Open fires and cooking fires shall be constantly attended by a competent person until such fire is extinguished. This person shall have a garden hose connected to the water supply or other fire-extinguishing equipment readily available for use.

10.11.4 The AHJ shall have the authority to prohibit any or all open fires when atmospheric conditions or local circumstances make such fires hazardous.

10.11.5 During that period of the year declared by the AHJ to be the dry season, it shall be unlawful to set fires to any brush or forest-covered land.

10.11.6 On such occasions when the chief executive of the jurisdiction declares a dry season and establishes special regulations on the use of any form of fire or smoking material, the AHJ shall have the authority to assist in the enforcement of such regulations.

10.11.7 For other than one- and two-family dwellings, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 ft (3 m) of any structure. Listed electric ranges, grills, or similar electrical apparatus shall be permitted.

10.11.8 Every commercial incinerator and commercial barbecue fireplace shall be equipped and maintained with a spark arrestor and shall be maintained in good condition, working order, and repair at all times.

69.3.3.9.2 Cylinders having water capacities greater than 2.7 lb (1 kg) [nominal 1 lb (0.5 kg) LP-Gas capacity] shall not be located on balconies above the first floor that are attached to a multiple family dwelling of three or more living units located one above the other.

Exception: Cylinders located on balconies served by outside stairways, where only such stairways are used to transport the cylinder shall not be prohibited. [58:3.4.9.2].

69.3.4 LP-Gas Systems on Vehicles (Other Than Engine Fuel Systems).

69.3.4.1 Application.

69.3.4.1.1 Subsection 69.3.4 shall apply to the following:

- (1) Nonengine fuel systems on commercial, industrial, construction, and public service vehicles such as trucks, semi-trailers, trailers, portable tar kettles, road surface heating equipment, mobile laboratories, clinics, and mobile cooking units (such as catering and canteen vehicles).
- (2) Installations served by exchangeable (removable) cylinder systems and by permanently mounted containers. [58:3.8.1.1]

69.3.4.1.2 Subsection 69.3.4 shall not apply to the following:

- (1) Systems installed on mobile homes
- (2) Systems installed on recreational vehicles [see 69.3.1.1.2(9) of NFPA 58]
- (3) Cargo tank vehicles, cargo tank vehicles (trailers and semi-trailers), and similar units used to transport LP-Gas as cargo, which are covered by Chapter 6 of NFPA 58
- (4) LP-Gas engine fuel systems on the vehicles covered by Section 3.8 of NFPA 58 and those cited in 69.3.4.1.2, which are covered by Chapter 8 of NFPA 58 [58:3.8.1.2]

69.3.4.2 Construction, Location, Mounting, and Protection of Containers and Systems.

69.3.4.2.1 Containers shall comply with Section 2.2 of NFPA 58, and appurtenances used to equip them for service shall comply with Section 2.3 of NFPA 58. In addition, 69.3.4.2.1(A) through 69.3.4.2.1(G) shall apply. [58:3.8.2.1]

(A) ASME mobile containers shall have a minimum design pressure as follows:

- (1) 250 psig (1.7 MPa) or 312.5 psig (2.2 MPa) where required if constructed prior to April 1, 2001
- (2) 312.5 psi (2.2 MPa) if constructed on or after April 1, 2001 [58:3.8.2.1]

(B) Containers installed on recreational vehicles or in enclosed spaces on other vehicles shall be constructed as follows:

- (1) Cylinders shall be designed and constructed for at least a 240 psig (1.6 MPa) service pressure.
- (2) ASME mobile containers shall be constructed for at least a 312.5 psig (2.2 MPa) design pressure. [58:3.8.2.1]

(C) Cylinders shall comply with 69.2.1.11. [58:3.8.2.1]

(D) Permanently mounted containers shall comply with 69.3.4.2.4. [58:3.8.2.1]

(E) LP-Gas fuel containers used on passenger-carrying vehicles shall not exceed 200 gal (0.8 m³) aggregate water capacity. [58:3.8.2.1]

(F) The capacity of individual LP-Gas containers on highway vehicles shall be in accordance with Table 69.3.4.2.1(F).

Table 69.3.4.2.1(F) Maximum Capacities of Individual LP-Gas Containers Installed on LP-Gas Highway Vehicles

Vehicle	Maximum Container Capacity	
	gal	M ³
Passenger vehicle	200	0.8
Nonpassenger vehicle	300	1.1
Road surfacing vehicle	1000	3.8
Cargo tank vehicle	Not limited by NFPA 58	

Source: Table 3.8.2.1(f) of NFPA 58.

(G) Containers designed for stationary service only and not in compliance with the container appurtenance protection requirements of 69.2.1.11 shall not be used. [58:3.8.2.1]

69.3.4.2.2 ASME containers and cylinders utilized for the purposes covered by 69.3.4.2 shall not be installed, transported, or stored (even temporarily) inside any vehicle covered by 69.3.4.

Exception: ASME containers installed in accordance with 3.5.2.4 of NFPA 58, Chapter 6 of NFPA 58, or DOT regulations. [58:3.8.2.2]

69.3.4.2.3 The LP-Gas supply system, including the containers, shall be permitted to be installed on the outside of the vehicle or in a recess or cabinet vaportight to the inside of the vehicle but accessible from and vented to the outside, with the vents located near the top and bottom of the enclosure and 3 ft (1 m) horizontally away from any opening into the vehicle below the level of the vents. [58:3.8.2.3]

69.3.4.2.4 Containers shall be mounted securely on the vehicle or within the enclosing recess or cabinet and shall be located in accordance with 69.3.4.2.4(A) through 69.3.4.2.4(F). [58:3.8.2.4]

(A) Containers shall be installed with road clearance in accordance with 8.2.6.5 of NFPA 58. [58:3.8.2.4]

(B) Fuel containers shall be mounted to prevent jarring loose and slipping or rotating, and the fastenings shall be designed and constructed to withstand, without permanent visible deformation, static loading in any direction equal to four times the weight of the container filled with fuel. [58:3.8.2.4]

(C) Where containers are mounted within a vehicle housing, the securing of the housing to the vehicle shall comply with this provision. Any removable portions of the housing or cabinet shall be secured while in transit. [58:3.8.2.4]

(D) Field welding on containers shall be limited to attachments to nonpressure parts such as saddle plates, wear plates, or brackets applied by the container manufacturer. [58:3.8.2.4]

(E) All container valves, appurtenances, and connections shall be protected to prevent damage from accidental contacts with stationary objects, from loose objects, stones, mud, or ice thrown up from the ground or floor, and from damage due to overturn or similar vehicular accident.

(1) Permanently mounted ASME containers shall be located on the vehicle to provide this protection.

(2) Cylinders shall have permanent protection for cylinder valves and connections.

(3) Where cylinders are located on the outside of a vehicle, weather protection shall be provided.

(F) Containers mounted on the interior of passenger-carrying