

BERMUDA BAY BEACH CONDOMINIUM ASSOCIATION INC.

RULES AND REGULATIONS

REVISED OCTOBER 18, 2016

Section 1. Each unit owner in this condominium shall, if requested, accept nomination and agree to serve, if elected, as a member of the Board of Directors of the Condominium Association.

Section 2. Each unit owner shall promptly pay the assessment levied by the Association.

Section 3. In no event shall occupancy (except for occasional rental or temporary occupancy of guests) exceed two (2) persons for a one (1) bedroom residential condominium; four (4) persons for a two (2) bedroom residential condominium and five (5) persons for a three (3) bedroom residential condominium unit. Under no circumstances may more than one (1) family reside in a residential condominium unit at one time or within one lease. Families or words of similar import used herein this cited rule and regulation shall be deemed to include spouses, parents, parents-in-law, children and grandchildren. Without limiting the generality of this paragraph, units shall be occupied by no more than five (5) persons, including children, if the same is being used as a vacation rental unit as hereinbefore defined.

Section 4. Parking spaces may be used only for the parking of passenger cars, station wagons, trucks and vans used primarily as passenger vehicles. The determination as to whether a truck or van is being used primarily as a passenger vehicle rather than a commercial vehicle for business purposes is based upon the sole determination of the Board of Directors. No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or storage units may be parked in the parking spaces unless prior written approval is obtained from the Board of Directors of the Association. Any storage units currently located in the parking space as of the recording of this Amendment shall be allowed to remain for twelve (12) months.

Section 4B.

Towing: In accordance with Section 10 of Article XVIII of the Association Bylaws and Section 715.07 Florida Statutes, Your vehicle may be removed from the Condominium Property without your consent and at your expense for the following reasons:

Your vehicle is not registered with the state and / or registration is expired.

Your vehicle is inoperable and / or in an undrivable condition.

Your vehicle is in an unsafe condition which could cause harm to persons or property around it.

Your vehicle is parked in a manner that impedes maintenance of the property.

If your vehicle is in violation of the rules and is subject to tow, attempts will be made to notify you of the violation, except, when in the opinion of the Administration, any Board member, or Association contractor it is decided that removal is necessary without delay.

Section 5. No nuisances shall be allowed upon the condominium property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession, enjoyment and proper use of the property by its residents.

Section 6. No unit owner shall annoy others with unreasonable noises or odors.

Section 7. All parts of the condominium shall be kept in a sanitary and clean condition, and no rubbish, refuse or garbage is allowed to accumulate nor any fire hazard allowed to exist.

Section 8. No electrical device creating unusual electrical overloading or interference with radio and TV sets of others may be used in the units or common elements without the permission of the other unit owners.

Section 9. All household garbage must be placed in plastic bags and sealed before depositing said garbage directly into the common area dumpsters. Boxes and bulky containers must be broken and compacted before depositing same into dumpsters. The unit owners shall deposit all garbage in the dumpsters or other trash collection facilities provided by the Association and shall be prohibited from placing private garbage cans/containers on the common elements. No mattresses, furniture, appliances and construction or renovation materials or debris may be deposited in or by the condominiums dumpsters without the written approval of the Board of Directors.

Section 10. No immoral, improper, offensive and unlawful use shall be made of the condominium property or any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 11. No unit owner shall show any sign, advertisement or notice of any type on the common elements or his unit. There shall be no "for sale" or "for lease" or similar signs in any form or size placed inside or outside of the windows of the unit or attached to the curtains or blinds or any part of the interior or exterior of the condominium unit or on the common elements. The Association can post for the purpose of unit owners selling or renting their units and said signs shall be erected in an area designated by the Association.

Section 12. Children of any age shall be permitted to permanently reside on or visit the premises. All such children shall be under the control of a responsible adult when occupying or using common elements.

Section 13. Each unit owner is responsible for the leasing or rental of his unit and acknowledges that no representations have been made by the Association or any member thereof regarding the feasibility of the purchase of his unit for an investment or lease purpose.

Section 14. Each unit owner may have cable TV, if available, which shall constitute a limited common element. There shall not be any exterior antenna for either radio or TV or for any broadcasting or receiving equipment. The cost of the cable TV can be charged to the Association if approved by the Association and, each unit will be responsible for reimbursement of the monthly charge for each activated unit within his apartment, but any additional charges for becoming a member of Home Box Office or other similar broadcasting system services or charges for cable TV or similar broadcasting systems shall be billed directly to the unit owner and not collected by the Association. If cable TV is not available, the Association shall have the right to erect and maintain a master antenna system and include cost of same in the annual budget. This Rule and Regulation is subject to all applicable regulatory rules and provisions within the Federal Communication Commission and "OTARD Rules".

Section 15. Unit owners may keep dogs (weighing 20 lbs, or less), cats or other household pets provided that they are not kept, bred or maintained for any commercial purposes and so long as said pets do not constitute

a nuisance to the other unit owners. Dogs must remain on a leash when outside the condominium unit. All pets must use the designated sanitary areas. In the event the unit owner of said pet(s) receives written notice from the Association that his pet constitutes a nuisance, for any reason whatsoever, the owner of said pet(s) shall immediately remove from the condominium property. Persons occupying a unit as lessees or vacation rental tenants shall not be permitted to maintain pets in their unit or on any condominium property at any time. For purposes herein, household pets shall be dogs, cats and birds.

Section 16. No unit owner or tenant shall place or install any colorful, reflecting or solar material on any windows without written approval of the Association. All shades, blinds, inside shutters or other inside window treatments facing the exterior of the building must be of neutral or off white color. Unit owners shall be allowed to place screens, jalousies or other enclosures on balconies or other parts of the building where such areas are deemed to be limited common elements, provided that said improvements are uniformly constructed and installed with the prior written approval of the Association and in accordance with the plans and specifications of the Association. Replacement and maintenance of said screens or jalousies shall be at the expense of the unit owners.

Section 17. No use of Condominium property shall be made which violates any of the terms and conditions contained herein or that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

Section 18. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, lessees or vacation rental tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the owner or the Association.

Section 19. No window air conditioning unit, window fan or exhaust fan shall be installed in a unit.

Section 20. No rugs or mops shall be shaken or hung from or on any of the windows, doors, deck railings or balconies. No clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung out of a unit or exposed on the common elements.

Section 21. In accordance to the St Petersburg Fire Department regulations; the use of propane gas or barbeque grills on or under balconies or within 10 feet of the building is prohibited. Grills are not permitted to be used or stored on second story condominium balconies.

Section 22. Each unit owner shall permit the Board of Directors of the Association, or any of them, or the agents and employees of the Association, to enter the owner`s unit for the purpose of maintenance, inspection, repair and replacement of improvements made in accordance with the requirements of this Declaration.

Section 23. Reasonable, uniform rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors and/or members of the Association, in the manner provided by the Articles of Incorporation and/or these Bylaws. Copies of such rules and regulations and amendments shall be furnished to all unit owners and residents upon request. Each unit owner shall conform to and abide by the Bylaws and uniform Rules and Regulations of the Association which have been or are adopted concerning the condominium property and each unit owner shall see that all persons using the owner`s property, by, through or under him, does likewise. The failure of a unit owner, his guests, employees,

agents, lessees or rental tenants to comply with, or to ensure compliance of, the terms of this Declaration shall be subject to available methods of remedy, including provisions within the Florida State Statute 718.303, inclusive of fines, amenity use suspension, rental use suspension and unit owner voting privilege suspension.

Section 24. In any proceeding arising because of the alleged failure of a unit owner to comply with the terms of this Declaration as it may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

Section 25. The failure of the Association to enforce any covenant, restriction or other provision of this Declaration shall not constitute a waiver of the right to do so thereafter.

Section 26. A unit may be leased for a minimum period of thirty (30) days.

Section 27. A unit owner, his guests, invitees, lessees, rental tenants, employees or agents are subject to Bermuda Bay Pool and Spa Use Rules and Policies. All and any persons in violation of any pool/spa rules or policies in place, are subject to their immediate removal from the pool(s) area and/or subject to suspension of condominium pool(s) amenity use privileges. All children under 14 years of age, must be under the direct supervision of an adult at all times within the pool and enclosed pool area and shall not be permitted in the condominium spa. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by his rule or policy violation or by that of any member of his family or his or their guests, employees, agents, lessees or vacation rental tenants.