

RULES AND REGULATIONS  
OF  
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CONDOMINIUM ASSOCIATION, INC.  
a Florida corporation not-for-profit

THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM IN GENERAL SHALL BE DEEMED IN EFFECT UNTIL AMENDED AS PROVIDED BY THE BYLAWS OF THE ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES OBEY SAID RULES AND REGULATIONS AND SHALL SEE THAT THEY ARE OBEYED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE CONDOMINIUM ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE BYLAWS OF THE ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE CONDOMINIUM ASSOCIATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT NEW RULES AND REGULATIONS OR AMEND OR REPEAL PREVIOUSLY ADOPTED RULES AND REGULATIONS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE REVOCABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No unit owner shall make any alteration or addition to the common elements or limited common elements, or to the exterior of his unit, or any structural modification to his unit, without the prior written consent of the Board.
2. AIR CONDITIONING: No air conditioning equipment other than equipment originally in the unit is permitted, including wall or window air conditioning units, without the written consent of the Board.
3. ANTENNAS AND WIRING: No antennas, aerials or wiring may be placed or installed on the exterior of a building or unit without the consent of the Board.
4. BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No unit owner or member of his family or guest shall give orders or instructions to building employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.
5. CHILDREN: Each unit owner shall be solely responsible for the actions and any damage caused by his children or children visiting him. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational facilities.

6. CLEANLINESS: Each unit owner shall maintain his unit, and especially the exterior of his unit, in a clean and orderly manner, and in a manner which will not be offensive to any other unit owner.

7. COMPLAINTS: All complaints of unit owners shall be made in writing and delivered to the person designated for such purpose by the Board or to a member of the Board.

8. CONDUCT: No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the condominium property, including, without limitation, inside any dwelling units or in any common area.

9. DAMAGED COMMON ELEMENTS: The cost of repairing damage to common elements, including but not limited to the condominium buildings and landscaped area, caused by a unit owner or his guests or invitees, shall be the sole responsibility of such unit owner.

10. DELIVERIES: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

11. EXTERIOR APPEARANCE: No improvements may be made or placed upon the exterior of any unit or on any of the common elements of the condominium without the prior written consent of the Board. Any consent of the Board to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board.

12. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, including, without limitation, in any unit, storage area or common element area, except as required for normal household use.

13. FLOOR COVERING: If any unit is located above another unit, floor covering other than carpeting which is installed in areas other than a kitchen, bathroom, or hallway, must be installed with sound reducing materials approved by the BOARD to reduce noise transmitted to the lower unit created by persons walking on the floor covering.

14. GUEST OCCUPANCY: Temporary guests are permitted to reside in any unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other unit owners and permanent residents of the condominium. All temporary guests shall be required to comply with all of the rules and regulations of the condominium and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to limit the number of temporary guests which may reside in a unit at any time. The Board reserves the right to expel any temporary guest who violates the foregoing requirements.

15. GUNS: No guns shall be permitted to be discharged on any portion of the condominium property, including the common areas and units, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns and sling shots.

16. HURRICANE PREPARATIONS: Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by:

A. Removing all furniture, plants and other moveable objects from the exterior portion of his unit.

B. Designating a responsible firm or individual to care for his unit should the living unit suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the name of said firm or individual.

C. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners and/or to the common elements resulting from such failure.

17. INSURANCE RATES: 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.

18. MOTORCYCLES: Motorcycles shall not be parked or placed in any area other than in designated motor vehicle parking spaces. Motorcycles shall not be driven upon common areas other than roadways and parking areas. All motorcycles shall be equipped with noise muffling equipment, and the Board shall be authorized to bar from the condominium property any motorcycle or other motor vehicle that in the Board's discretion causes unreasonable noise. Any damage done to the common elements, including but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the unit owner to whom the motorcycle owner was a guest or invitee.

19. NUISANCES: No unit owner shall make or permit any disturbing noises any place upon the condominium property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No phonograph, television, radio, sound amplifier or other sound equipment may be played or operated in such manner that same disturbs or annoys other occupants of the condominium.

20. INTENTIONALLY DELETED.

21. OUTDOOR COOKING: No cooking or barbequing shall be permitted in any enclosed or screened-in patio, balcony or porch.

22. PARKING: Parking areas upon the condominium property shall be used only by residents of the Condominium and their guests and invitees. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles commonly used as private passenger vehicles may be parked on the condominium property without the consent of the Board. Other types of vehicles, trucks and boats and trailers, may not be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld. Furthermore, no vehicle shall be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld, if commercial equipment or lettering is exposed in or upon the vehicle. Cars used by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with providing services to, any unit or the condominium property. All vehicles parked on the condominium property must be in good condition and in a good state of repair. No vehicle which cannot operate on its own power or which does not have a currently valid license plate shall remain on the condominium property for more than twenty-four (24) hours, and no major repair of any motor vehicle shall be made on the condominium property. In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device, anywhere on the condominium property. No motor vehicle shall be parked other

than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the unit owner or resident doing or permitting such act, and/or the owner of the vehicle. Parking spaces which are assigned to a particular unit may only be used by the residents of that unit, and their guests and invitees.

23. PASSAGEWAYS: Sidewalks, entranceways, passageways, vestibules, and all other portions of the common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

24. PERSONAL INSURANCE: Although the insurance coverage afforded through the Association provides hazard insurance for the units, such insurance does not include coverage of floor, wall or ceiling coverings, improvements made by the unit owner, or the personal property of the unit owner. Unit owners may also be responsible for the payment of any deductible under the Association's policy when damage is caused to their units or by their negligence.

25. PERSONAL PROPERTY: The personal property of a unit owner shall be stored within his unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.

26. PEST CONTROL: All unit owners are required to permit employees of pest control companies employed by the Association, if any, to enter their units at regularly scheduled times to perform pest control services.

27. PETS: All pets are prohibited except as expressly permitted by the Declaration of Condominium. Any permitted cat or dog must be carried or walked on a leash at all times. The Board may designate portions of the common elements on the exterior boundaries of the condominium as "pet walking" areas, and in that event no unit owner shall permit his pet to deposit animal waste on any other portion of the condominium property and if a pet walking area is not designated then any resident shall immediately remove any solid animal waste deposited by his pet on the condominium property. No pets may be kept, bred, or maintained for any commercial purpose. No pets are permitted within the recreational facilities. The Board shall have the right to require any pet to be removed from the condominium which causes an unreasonable source of annoyance to any unit owner, or if these Rules and Regulations are violated with respect to the pet.

28. PLUMBING AND ELECTRICAL: Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the unit owner.

29. PLANTINGS: No plantings of whatever nature shall be made by any unit owner upon any public areas, and/or other portions of the common elements, without the prior written approval of the Board.

30. RIGHT TO ENTER IN EMERGENCIES: In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate.

31. ROOF: No person shall be permitted upon the roof of any building without the prior consent of the Board.

32. SALE OR LEASE APPROVAL FEE: Upon application to the Association to approve any sale or lease of a unit, the approval fee required by the Declaration of Condominium shall be Fifty (\$50.00) Dollars.

33. SOLICITATIONS: There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.

34. SERVICE PEOPLE: No unit owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in his unit before 8:00 A.M. or after 9:00 P.M., except in cases of emergencies.

35. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board.

36. TRASH AND GARBAGE: All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designed for such purpose.

37. VEHICULAR AND PEDESTRIAN TRAFFIC: All vehicular and pedestrian traffic being in and/or operating upon the condominium property shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 15 m.p.h.

38. WATERBEDS: No waterbed or flotation bedding system is permitted in any unit unless and until the applicable unit owner or resident provides insurance in the Association's name in the amount deemed reasonable to protect against personal injury and property damage which may result therefrom.

39. WHEEL VEHICLES: No unit owner shall permit wheel vehicles, including but not limited to bicycles, mopeds, skateboards, carriages and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property.

40. WINDOW, DOOR AND BALCONY TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings without the prior written consent of the Board. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches or patios except with the prior written consent of the Board. No blinds, shades, screens, decorative panels, window or door covering shall be attached to or hung or used in connection with any window or door in a unit, if affixed to the exterior of a unit, without the prior written consent of the Board. Window treatment shall consist of drapery, blinds, decorative panels or other tasteful materials, and no newspaper, aluminum foil, sheet or other temporary window treatments are permitted, except for periods not exceeding one (1) week after a unit owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired. Except for white or light earth-tone window coverings, the Association has the right to require any window covering to be removed if the color of same is unsightly in the Board's discretion. No windows shall be tinted and no tinted glass shall be installed, and no

screening shall be replaced other than screening of the same material and color as originally exists, without the prior written consent of the Board.

## Revised Rule 22: PARKING

Rule 22. PARKING: Parking areas upon the condominium property shall be used only by residents of the Condominium and their guests and invitees. Only passenger automobiles, motorcycles (as provided elsewhere in these Rules), vans constructed as private passenger vehicles with permanent rear seats and side windows and sports utility vehicles (such as Jeep Cherokee, Chevrolet Blazer, Ford Explorer, etc.) with permanent rear seats and side windows may be parked on the condominium property. Other types of vehicles including, without limitation, trucks, boats, trailers, recreational vehicles, buses, campers, motor homes, dune buggies, swamp buggies, tractors, semis, tractor trailers and agricultural vehicles shall not be parked on the condominium property. Trucks shall include, without limitation, pick-up trucks of any size or type. A pick-up truck is any truck with a flat or enclosed bed in the rear of the truck. Pick-up trucks with attached campers or similar attachments are likewise prohibited. No vehicle, of any type, in which the plane of the bottom of the vehicle is more than eighteen inches (18") above the ground, shall be parked on condominium property.

Commercial vehicles of any type are prohibited from being parked upon condominium property. Commercial lettering and equipment on any vehicle is prohibited.

The storage of any material or equipment on the exterior of any vehicle for an unreasonable period of time, as determined by the Board of Directors, is prohibited.

Passenger vehicles used by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with providing services to any unit or the condominium property.

All vehicles parked on the condominium property must be in good condition and in a good state of repair. No excessive amount of rust may be visible on any vehicle and no fluid, other than water, shall be allowed to leak from any vehicle upon condominium property (such fluids include, without limitation, oil, brake and power steering fluid, coolant and anti-freeze). Only adding or checking water or oil or checking tire pressure may be performed on condominium property. No other maintenance or repairs of any type may be performed on condominium property.

No vehicle which creates an excessive amount of noise or exhaust emission or from which emanates an unpleasant odor or which otherwise creates a nuisance or is annoying to the condominium residents or damages property of the condominium or any resident may be parked or driven upon condominium property. No vehicle which cannot operate on its own power or which does not have a currently valid license plate or registration shall remain on the condominium property for more than twenty-four (24) hours. No motor vehicle shall be placed upon blocks, jacks, or any similar device at any time anywhere on the condominium property. Vehicles shall only be washed in areas and at times designated by the Board of Directors from time to time.

All owners or residents with guests parking vehicles on the condominium property for seven (7) or more days must register the vehicle with the Association and place a tag/sticker or decal (as determined by the Board) on the vehicle in the manner prescribed by the Board. The vehicle shall not remain on the condominium property beyond the period it is initially registered for. Any such vehicle failing to be registered or remaining on the condominium property beyond its authorized time is subject to being towed as provided in this Rule. The Board of Directors reserves the right, from time to time, to adopt rules limiting the number of vehicles any owner or resident may park on condominium property or limit the number of vehicles per unit allowed.

No motor vehicle shall be parked other than in areas designated for parking. Vehicles may only be parked head-in and may not extend beyond the end of the length of the parking space as designated by the length of the stripes identifying the parking spaces. Parking spaces which are assigned to a particular unit may only be used by the residents of that unit, and their guests and invitees.

If any vehicle is parked on condominium property in violation of this Rule or any other provision of the condominium documents, a parking violation notice/warning shall be placed thereon. If the vehicle is not removed within eight (8) hours after receiving such notice, the Board of Directors may authorize the towing of said vehicle, or levy a fine not to exceed the limits set forth in Section 20.2 of the Declaration of condominium and applicable law (as amended from time to time), or both.