

**RULES AND REGULATIONS
FOR
RAILWAY CONDOMINIUM**

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 BY-LAWS 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, TENANTS, 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 terms used in these Rules and Regulations shall have the same definitions and meaning as those set forth in the Declaration of Condominium to be recorded in the Public Records of Monroe County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

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 any structural modification to his or her Unit, including, without limitation, the finished ceilings and fire protection system, without the prior written consent of the Board. In order to review and approve all proposed alterations to Units, the Board shall select an Architectural Control

Committee (the "Committee") of three (3) members. The initial members of the Committee shall consist of persons designated by Developer. Each of said persons shall hold office until the Developer has transferred control of the Association to Unit Owners. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. After the Developer has turned control of the Association over to the Unit Owners, (a) members of the Committee may be removed at any time without cause, and (b) the Board shall have the right to appoint and remove all members of the Committee.

A. Subject to an exemption granted to Developer pursuant to the terms of the Declaration, no interior construction within the Unit, whether structural or not, shall be commenced, removed, altered, or erected, nor shall any addition, change or alteration to any interior partition, whether or not visible from the exterior of Units be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roof top area or the Building or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same, together with a detailed work schedule showing the completion date of all proposed alterations shall have been submitted to, and approved in writing by, the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations, additions or use contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Condominium as a whole, and that the appearance of the surrounding area of the Condominium as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. If the proposed construction, alteration or additions are to common property of an association, said approval shall also be subject to the prior approval of said association. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, elevation drawings and descriptions or samples of interior and exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not approved within such 30-day period, said plans shall be deemed approved. The Committee herein shall be the ultimate deciding body and its decisions shall take precedence over all others.

B. The Committee shall have the right to promulgate such further rules and regulations as it deems necessary in order to preserve the values and appearance of the Condominium and hereafter, to modify, alter, amend, rescind and augment any of same (collectively "Design Rules") provided that the Design Rules so promulgated shall not be in conflict with the provisions of the Declaration or these Rules and Regulations. Such Design Rules shall not become effective until approved by the Developer in writing so long as the Developer controls the Association and thereafter by the Board. The Committee may adopt a schedule of

reasonable fees for the processing of applications, which fees shall be subject to the approval of the Board.

C. All changes and alterations shall be independently subject to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

D. The Committee shall meet from time to time as necessary to perform its duties. The Committee shall act based upon a majority vote of its members. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

E. Inspection of work and correction of defects therein shall proceed as follow:

1. Upon the completion of any work for which approved plans are required, the applicant (who may be an Owner or an appropriate representative) for such approval (the "Applicant") shall give written notice of completion to the Committee.

2. Within ten (10) days thereafter, the Committee or its duly authorized representative may inspect the Unit. If the Committee finds any work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such 10-day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

3. If a noncompliance exists, the Applicant shall remedy or remove same within a period of not more than thirty (30) days of such notification. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. The Board, at its option, may either remove the non-complying work or improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, plus a 25% administrative charge. If such expenses are not promptly repaid by the Applicant to the Association, the Board may bring an action against the Unit Owner for reimbursement plus the 25% administrative charge, and the Unit Owner shall be responsible for all attorneys' fees and court costs incurred by the Association in connection with such action. The entry upon the property by the Association or its agents for the purpose of affecting the terms of this provision is expressly permitted and shall not constitute a trespass.

4. If for any reason the Committee fails to notify the Applicant of any noncompliance within thirty (30) days after receipt of said written notice of completion from the Applicant, the work and/or improvement shall be deemed to have been made in accordance with said approved plans.

F. Neither the Committee, nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and then only that member shall have any liability. The Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the Condominium. The Committee shall take into consideration the aesthetic aspects of the architectural designs, landscaping, color schemes, interior and exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

G. The Owner shall be obligated to proceed with all due diligence with the completion of the approved alterations and complete all alterations within the work schedule approved by the Committee. The failure to timely complete the alterations shall subject the Owner to withdrawal of Committee approval for all uncompleted work and/or reasonable fines.

H. All alterations of improvements shall comply with all applicable minimum standards established by the Committee and building and zoning laws.

I. During construction, all common areas shall be kept in a clean, neat and attractive condition consistent with the general appearance of the Condominium. No debris or construction equipment or materials shall be allowed to remain or stored in the common areas at any time.

J. As a condition to the commencement of any work, the Owner shall deposit with the Association a security deposit (the "Security Deposit") as determined by the Committee to be sufficient to cover all expected expenses for anticipated trash removal and clean-up costs for restoring the common areas to a clean, unstained condition as it existed prior to the Owner's construction work. Any damage or cleaning not promptly corrected by the Owner shall be completed at the discretion of the Committee, and any costs associated therewith shall be charged against the Security Deposit. The Committee shall have the right to increase or decrease the amount of the Security Deposit at any time during the construction of the alteration.

K. Hard-floor coverings such as tile, wood, etc., may not be installed in Units without prior written consent of the Board. Such consent will be granted to a Unit Owner upon compliance by such Owner with the sound insulation requirements for such installation as may be promulgated, from time to time, by the Board.

2. ROOF ACCESS: Roof top areas shall not be accessed without the prior consent of the Association.

3. BALCONIES AND RAILINGS: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges. Additionally, all planters shall have saucers to retain excess water. No objects shall be hung from exterior walls, railings, balconies, open air

balconies or window sills. No objects shall be affixed to the floors of balconies or porches. No cloth, clothing, rugs or mops shall be hung over or shaken from windows, doors, railings, balconies, or terraces and nothing is permitted to extend beyond any railing. Unit Owners shall not throw cigars, cigarettes, or any other object from the balconies, open air balconies, or windows, nor shall anything be swept or washed off of the balconies or terraces. No clotheslines or other similar device shall be allowed on any portion of the Condominium Property, unless concealed from view from the outside of the Unit in which it is located. No storage is permitted on the balconies and no exercise equipment shall be installed or used on balconies. No bicycles, pool toys, laundry, towels, excess cleaning tools, wind chimes, or other hanging items shall be allowed on any portion of the Condominium Property, other than within the Unit itself. A 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 Veteran's 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, as permitted by Fla. Stat. 718.113(4). It shall be displayed on a flagpole having a diameter of not more than one inch and the pole shall not be longer than six feet in length. The flagpole shall not be secured by a screw, nail, bracket or other mechanism affixed by invasion to any Common Element or Limited Common Element.

4. BUILDING EMPLOYEES, CONTRACTOR 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 or her children or children visiting him. Children are not to play in the hallways, stairways, catwalks, or parking areas. Adult supervision must be exercised at all times when children are using the Common Elements, including but not limited to parking areas. Adult supervision of children is critical, especially since there is no tot lot, playground, or other play area specifically designated for children on the Condominium Property. For purposes of these Rules and Regulations, any person under the age of sixteen (16) years of age shall be considered a child.

6. CLEANLINESS: Each Unit Owner shall maintain his or her Unit, and especially the exterior appurtenances to his or her Unit (including balconies, roof top areas and other Limited Common Elements), 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 Condominium Unit or in any Common Element (including all Limited Common Elements).

9. DAMAGED COMMON ELEMENTS: Neither Unit Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Building, grounds, or parking area. All Unit Owners shall be liable for damage to the buildings, grounds or parking areas caused by moving or removing furniture or other articles from the Building or by their automobiles. The cost of repairing damage to Common Elements, including but not limited to the Building and landscaped areas, 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 a Unit 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. EMERGENCY ENTRY: In case of emergency originating in or threatening any Unit, regardless of whether the Owner or occupant is present at the time of such emergency, the Board, or any other person authorized by it shall have the right to enter such Unit for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate. In case of an impending storm or hurricane or an emergency originating in or threatening any Unit regardless of whether the Unit Owner is present at the time of such emergency or not, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such Unit for the purpose of installing hurricane shutters on the Unit and/or Condominium due to an impending storm or hurricane, or for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate such entry, the Unit Owner of each Unit shall deposit with the Association a key to such Unit. No Unit Owner or occupant shall alter any lock or install a new lock without providing the Association with a new key for use by the Association pursuant to its right of access to the Unit as created in the Declaration of Condominium.

12. 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 Property without the prior written consent of the Board. There shall be no drilling permitted in any concrete, wood, steel or other component of the Building.

13. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance shall be kept or disposed of 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.

14. GUEST OCCUPANCY: Subject to the provisions of the Declaration, 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 who may reside in a Unit at any time. The Board reserves the right to expel any temporary guest who violates the foregoing requirements.

15. HURRICANE AND STORM PREPARATIONS: Each Unit Owner who plans to be absent from his or her Unit for more than five (5) days must make the necessary arrangements with a third party or the Association (any arrangement with the Association shall be subject to a moving fee as determined by the Board) to prepare his or her Unit for a hurricane storm as follows:

A. Removal all furniture, plants and other moveable objects from the exterior portion of the Unit.

B. Designate a responsible firm or individual to care for his or her Unit should the living area of the 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.

Any Unit Owner failing to make storm or 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.

16. NUISANCES: No Unit Owner shall make or permit any disturbing noises any place upon the Condominium Property by himself, his family, tenants, 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 Unit Owners or other occupants of the Condominium and same shall be turned down to a minimum volume between the hours of 10:00 p.m. and 8:00 a.m., and shall be at a reasonable noise level at all other times, as same is determined by the Board, in its sole discretion.

17. OUTDOOR CLOTHES DRYING: No outdoor clothes drying shall be permitted, and no clothing, towels or other items shall be placed or hung on the exterior of any Unit.

18. OUTDOOR COOKING: No cooking or barbecuing shall be permitted on any Common Elements or Limited Common Elements of the Condominium except in designated areas. Only Board-approved electric or gas barbecue grills shall be permitted.

19. 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, nor shall any bicycle, skateboard, roller blade, roller skate, or other recreational devices be used or ridden in or upon such areas.

20. PETS: No pet may be kept, bred, or maintained for any commercial purposes. No more than two (2) pets (having a combined weight of not more than 50 pounds) may be kept and maintained only by an owner (not a guest or lessee), and then only upon application to the Board, which application shall fully describe the pet. The Board shall have the right in its sole and absolute discretion to allow such pet or not. Pets and animals shall be prohibited on all balconies, terraces and roof tops unless accompanied at all times by the pet's owner or keeper. No unattended pet shall be permitted on the Common Elements or Limited Common Elements at any time. If such express authorization is given, the pet shall be kept as a conditional license, and not by right, revocable upon finding, which finding by the Association shall be final, that such animal is an unreasonable source of annoyance or danger. All pets must be on a leash or in a container and must be cleaned up after while on Condominium Common Areas. If the health, safety or well-being of a member or guest is compromised by the presence of a dog, the owner or guardian of the dog will be asked to remove it. Pet owners are expected to comply with all local ordinances regarding pets. Pet owners are responsible for all actions of and damage caused by their pets. Cleanup and/or repair is expected to be started immediately. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property, subject to the complaints received by the Board in writing by two or more Unit Owners. Any animal considered to be vicious, intimidating, or uncontrollable can be removed by majority vote of the Board following a hearing with the pet owner. This policy is not meant to restrict in any way the use of guide or helper animals.

21. PEST CONTROL: The Association has the right but not the obligation to perform pest control services to the Common Elements.

22. 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. Water heaters are the responsibility of the Owner. The main water supply valve should be turned off (closed) when the Unit Owner is absent for any period of time in excess of one week. 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. All plumbing located within the Unit, and serving only one Unit, is the responsibility of the Unit Owner. Accordingly, all interior plumbing leaks (including, but not limited to, the overflow of air conditioning units, toilet seals leaking, toilets running over, tubs running over, interior pipes leaking, tub or shower pan leak) and damage caused as a result thereof, whether to that Unit or another Unit, shall be the sole responsibility of the Owner of the Unit from which the leak originated.

23. REPAIR APPROVAL AND SCHEDULING: All Unit Owners shall obtain the prior approval of all repairs to Units for the purpose of determining that all persons performing work are properly licensed and insured and to schedule access to Common Element and Limited Common Element areas.

24. PLANTINGS: No plantings of whatever nature shall be made by any Unit Owner upon any Common Elements, without the prior written approval of the Board. No Unit Owner shall permit any condition to exist that shall induce, breed or harbor plant disease or noxious insects.
25. ATTIRE: Owners, their lessees, families, and guest will not appear in or use the common areas except in appropriate attire. No bare-chested person and no barefoot person is allowed in the common areas or parking areas.
26. 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 writing in advance by the Board.
27. SERVICE PEOPLE: No Unit Owner shall permit any service people, movers and moving personnel, whether for purposes of moving in or out of a Unit, or maintenance, repair, replacement or improvement, to work in his or her Unit before 8:00 A.M. or after 7:00 P.M., except in cases of emergencies.
28. 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.
29. TRASH AND GARBAGE: All refuse, waste, bottles, cans, garbage and trash, whether recycle materials, or not, shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designed for such purpose. All recyclable materials shall be placed in recyclable containers in accordance with all city ordinances. Large items such as discarded furniture and other bulk items shall be placed only in designated places, on designated dates and times. No such items shall be left in halls or other Common Elements of the Condominium.
30. WINDOW, DOOR AND EXTERIOR TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the Building. Terraces, balconies, or roof top areas may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, or roof top areas. No blinds, shades, screens, decorative panels, window or door coverings 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. Installation of draperies, blinds, curtains, shades or other window or door coverings visible from the exterior of the Unit shall have white or off-white, black-out type liners used. No mullions are permitted. Window treatment shall consist of drapery, blinds, decorative panels or other tasteful materials, and no newspaper, aluminum foil, sheets 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. 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. Notwithstanding the foregoing, holiday decorations which do not attach to the Common Elements may be displayed between November 15th and January 5th.

31. RADIO AND TELEVISION: No radio or television installation shall be permitted in a Unit or Limited Common Element which interferes with the television or radio reception of another Unit. No Antenna or aerial may be erected or installed by a Unit Owner on the roof, roof top areas, balconies, porches or exterior walls of the Units except after approval by the Association, which approval may be withheld based upon aesthetics.

32. PARKING: No more than two (2) vehicles may be kept on the Condominium Property by the Unit Owner and the Unit Owner's family. Unit Owners must park in assigned parking spaces. Unless a Unit Owner has two (2) assigned parking spaces, a guest parking space may only be used if the Unit Owner has properly used his or her assigned parking space. Guests of Unit Owners may park in unassigned parking spaces on a temporary basis only. The Association maintains a parking plan for all assigned spaces.

06.20.07

Revised effective 7.13.09 →

**RAILWAY CONDOMINIUM
CONDOMINIUM DOCUMENTS
EXHIBIT 3
RULES AND REGULATIONS**

#32 Parking - Amended 5.11.09

32. PARKING: No more than two (2) vehicles may be kept on the Condominium Property by the Unit Owner and the Unit Owner's family. Unit Owners must park in assigned parking spaces. Unless a Unit Owner has two (2) assigned parking spaces, a guest parking space may only be used if the Unit Owner has properly used his or her assigned parking space. Guests of Unit Owners may park in unassigned parking spaces on a temporary basis only. No vehicle may remain in any guest parking space for longer than 24 hours in a row and may not park in guest parking spaces for more than five (5) days in a given month. The Association maintains a parking plan for all assigned spaces.

The above underlined language was approved by the Board of Directors on May 11, 2009, and will become effective Monday, July 13, 2009. Vehicles violating this rule are subject to towing.