

**RULES AND REGULATIONS OF  
FAIRWAY TRACE CONDOMINIUM ASSOCIATION, INC.**

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 by the Board of Directors of the Condominium Association, and shall apply to and be binding upon all Unit Owners. The Lawful Occupants (as defined below) shall, at all times, obey said Rules and Regulations and shall be responsible for making sure that such Rules and Regulation are faithfully observed by their families, guests, invitees, servants, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations will 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 Condominium Association, the By-Laws of the Condominium Association and applicable Florida law. Violations may be remedied by the Condominium Association by injunction or other legal means, and the Condominium Association shall be entitled to recover in said actions any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations. The Board of Directors may, from time-to-time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium and any facilities or services made available to the Unit Owners. 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 a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

**THE RULES AND REGULATIONS ARE AS FOLLOWS:**

**1. DEFINITIONS.**

"Lawful Occupant" shall mean a person lawfully occupying a Unit in accordance with the Declaration of Condominium as a unit owner or as a lessee. All other defined terms shall be defined as same are defined in the Declaration of Condominium.

**2. VIOLATIONS OF RULES AND REGULATIONS.**

2.1 Violations should be reported in writing to any officer of the Condominium Association or to the manager of the Condominium as may be applicable.

2.2 Violations will be called to the attention of the violating Owner by the Condominium Association or by the manager of the Condominium as may be applicable, who will also notify the appropriate committee of the Board of Directors.

2.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

**3. FACILITIES.**

The facilities of the Condominium are for the exclusive use of Lawful Occupants and their guests. Any damage to the facilities of the Condominium caused by any Lawful Occupant

shall be repaired at the expense of said Lawful Occupant. In addition, the Lawful Occupant shall be responsible for any damage caused by any guests, visitors or dependents.

4. GUESTS.

An Owner must give the Condominium Association oral notice of the arrival of a guest to the Condominium, if such guest is intended to stay for more than seven (7) nights. It is understood by all Owners that the Board of Directors may adopt a rule limiting the number of guests allowed in a Unit during the course of a twelve (12) month period.

5. OUTWARD APPEARANCE.

5.1 The sidewalks, entrances, passages, stairways, where applicable, and the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Condominium Property, nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of similar type and nature be stored thereon.

5.2 The personal property of all Unit Owners shall be stored within their Condominium Units or in their respective garages.

5.3 No garbage cans, supplies, recycling containers or other articles shall be placed in the entryways or on the staircase landings (if any), nor shall any linens, clothes, clothing, curtains, rugs, mops, or laundry of any kind or other articles, be shaken or hung from any of the windows, doors, entryways, staircase landings or exposed on any part of the Limited Common Elements or Common Elements. The Limited Common Elements and Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material. Refuse and garbage shall be deposited only in the area provided therefor.

5.4 No Unit Owner shall allow anything whatsoever to fall from the windows, terrace, or doors of the premises, nor shall the Unit Owner sweep or throw from the premises any dirt or other substance into any of the entryways, or elsewhere upon the Common Elements.

5.5 No antenna or aerial shall be erected or installed on the roof, terrace, or exterior walls of the building without the prior written consent of the Board of Directors. The Board of Directors shall be entitled to remove an unauthorized antenna or aerial without notice and at the cost of the Unit Owner for whose benefit the installation was made. Satellite dishes shall be permitted pursuant to the terms and provisions of the Declaration of Condominium.

5.6 No awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or doors or roof of the building without the prior written consent of the Board of Directors. A Unit Owner shall not grow outside the Unit Owner's Unit or on the Common Elements or Limited Common Elements any type of plant, shrubbery, flower, vine, or grass without the prior written consent of the Board of Directors.

5.7 No cooking shall be permitted on any terrace or on the Condominium property, except in such area, if any, designated by the Developer or Board of Directors.

5.8 No flammable, combustible, or explosive fluid, chemical, or substance shall be kept in any Unit or Limited Common Element assigned thereto, except such as are required for normal household use. Outside cooking by charcoal, wood, gas, or other material shall be permitted only with the prior written approval by the Board of Directors at its discretion.

5.9 Each Unit Owner who plans to be absent from the Unit at any time during the hurricane season, i.e., the months of June through November, must prepare or make prior arrangements for another party to prepare the Unit by:

(a) Removing all furniture, plants (if plants are permitted by the Board of Directors) and other objects from the staircase landings; and

(b) Designating a responsible firm or individual to care for the Unit should the Unit suffer hurricane damage, and furnishing the Association with the name of the such firm or individual. Such firm or individual shall contact the Association for clearance to prepare the Unit, and such party shall be subject to the approval of the Association.

Failure by Unit Owners to timely comply with the provisions of this paragraph may subject the applicable Unit Owner to a fine levied by the Association, in an amount not to exceed the maximum amount allowable under the Condominium Act (or in the event the Condominium Act does not provide a maximum allowable amount, an amount not to exceed \$100.00 for each individual violation), in the event the Association must perform or retain a person or entity to perform the duties imposed on a Unit Owner under this paragraph.

5.11 Food and beverages may not be consumed outside of the Unit, except for such areas as are designated by the Board of Directors.

## 6. PARKING.

No trailer, camper, motor home, boat trailer, canoe, motorcycle, motorscooter, go-cart or other novelty vehicle or recreational vehicle or similar equipment shall be permitted to remain upon any portion of the Condominium property, other than for temporary parking, unless parked in an enclosed garage. Temporary parking shall mean the occasional parking of such vehicles belonging to or being used by owners or their guests for loading and unloading purposes only. All temporary parking shall be restricted to paved drives, garages or parking spaces. Each Unit is assigned one uncovered parking space immediately outside the garage door of such unit for the exclusive use of the Lawful Occupants and/or guests of said Unit. The Lawful Occupants of a Unit shall be permitted to have a maximum of two vehicles on the Condominium property at any time. The parking facilities shall be used in accordance with the Declaration of Condominium and the regulations adopted by the Board of Directors.

## 7. NOTICE.

Each Unit Owner or lessee thereof shall advise the Association when and through what period of time said party's Unit shall be unoccupied.

## 8. LEASING.

No unit owner may rent or lease his unit for less than a sixty (60) day period, with a maximum of no more than two (2) such sixty (60) day periods within any calendar year.

9. PRIVATE USE OF COMMON ELEMENTS.

Private use of the Common Elements must be arranged through the Condominium Association and the user is responsible for all areas used being left in a clean order as well as for any breakage or damage caused.

The foregoing Rules and Regulations are designed to make living in the Condominium pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all.