

CERTIFICATE OF AMENDMENT

**RULES AND REGULATIONS
TERRA CEIA CLUB CONDOMINIUM
ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Rules and Regulations of **TERRA CEIA CLUB CONDOMINIUM ASSOCIATION, INC.** (herein, the "Association") were approved and adopted at a regular meeting of the Board of Directors of the Association held on June 28, 2004 by the unanimous vote of the Board of Directors of the Association, which is sufficient for adoption pursuant to Article XXII., Section J. of the Declaration of Condominium. The Declaration of Condominium of Terra Ceia Club, a Condominium, is originally recorded at Official Records Book 1360, Page 2929 et seq. of the Public Records of Manatee County, Florida.

DATED this 28 day of September, 2004.

Signed, sealed and delivered:
in the presence of:

**TERRA CEIA CLUB CONDOMINIUM
ASSOCIATION, INC.**

sign *Charles B. Angulo*
print CHARLES B. ANGULO

By: *Jack LaBar*
JACK LABAR, President

sign *Michael Nachtigal*
print Michael Nachtigal

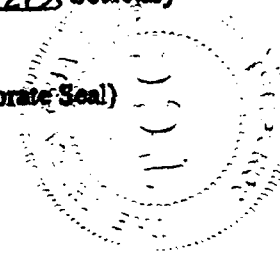
Signed, sealed and delivered:
in the presence of:

sign *Charles B. Angulo*
print CHARLES B. ANGULO

Attest: *Joel Brandel*
JOEL BRANDEL, Secretary

sign *Michael Nachtigal*
print MICHAEL NACHTIGAL

(Corporate Seal)




STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28th day of September,
2004, by Jack Kabos as President of TERRA CEIA CLUB
CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.
He/She is personally known to me or has produced _____
as identification.

NOTARY PUBLIC

sign Helen B Hagerly
print Helen B Hagerly
State of Florida at Large (Seal)
My Commission Expires:


STATE OF FLORIDA
COUNTY OF MANATEE

 Helen B Hagerly
My Commission DD290445
Expires March 21, 2008

The foregoing instrument was acknowledged before me this 28th day of September,
2004, by Jack Kabos as Secretary of TERRA CEIA CLUB
CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.
He/She is personally known to me or has produced _____
as identification.

NOTARY PUBLIC

sign Helen B Hagerly
print Helen B Hagerly
State of Florida at Large (Seal)
My Commission Expires:

 Helen B Hagerly
My Commission DD290445
Expires March 21, 2008

Rules and Regulations for Final Draft

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The Terra Ceia Club 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 Regulations are faithfully observed by their families, guests, invitees, servants, persons for whom they are responsible and persons over whom they exercise control and supervision. Violations of these Rules and Regulations shall 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 cost 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 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 approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered an approval identical of similar situations unless notified in writing by the Board of Directors. In general the unit owners and lawful occupants hope that common sense and respect for your neighbor will be the golden rule above all those enumerated below

The Rules and Regulations are as follows

1 Definitions

- 1.1 "Lawful Occupants" 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 as defined in the Declaration of Condominium
- 1.2 "Adult" shall mean any person 18yrs or older. "Child" or "Children" shall mean any person under the age of 18 yrs
- 1.3 "Board of Directors" shall mean a five-member board elected yearly by the condominium owners to oversee the running of the Corporation

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- 1.4 **“Management” or “Manager” shall mean a management company chosen by The Board of Directors to administer the daily operation of the Condominium Association**
- 1.5 **“Common Elements” means the portions of the condominium property not included in the units**
- 1.5 **“Limited Common Elements” means those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, as specified in the Declaration**

2 Violations of Rules and Regulations

- 2.1 **Violations shall be reported in writing and signed to any officer of The Condominium Association or to the Manager of the Condominium. Anonymous complaints cannot be acted upon**
- 2.2 **Violations shall 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 shall be presented in writing and signed to the Board of Directors who will take appropriate action if deemed necessary**

- 3 Facilities The facilities of the Condominium are for the exclusive use of the 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 the said Lawful Occupant. In addition the Lawful Occupant shall be responsible for any damage caused by any guests, visitors or dependents**

4 Swimming Pool Area

- 4.1 **Persons using the swimming pool area do so at their own risk, and shall obey the swimming pool rules posted at the pool.**
- 4.2 **Swimming in the pool is permitted from 7:00am till 11:00pm. Since the pool is not guarded, persons using the pool do so at their own risk. Persons using the pool must be appropriately attired at all times.**

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- 4.3 Safety regulations require that all bathers be required to wear footwear and cover their bathing suits while in the Condominium Building. Owners and their guests using the pool do so at their own risk. Owners and Lessees shall accompany all children under the age of 13yrs when they use the swimming pool and said children shall be required to comply with the direction of the Manager of the Association or Member of the Pool Committee representing the Board of Directors. Temporary revocation of pool privileges for unacceptable conduct and violation of the Pool Rules may be imposed against violators and Unit Owners**

The following are the basic rules for persons using the pool

- 4.4.1 Shower thoroughly each and every time before using The pool**
- 4.4.2 Running and/or ball playing or throwing objects is not permitted upon the pool deck**
- 4.4.3 Beverages may be consumed upon the pool deck, but Absolutely no glass, glass bottles or other glass containers shall be allowed. Anyone who participates in consuming beverages will be held strictly responsible for cleaning up after such refreshments have been served and will be strictly liable for any injury caused from broken glass**
- 4.4.4 If suntan oils, creams or lotions are used, a towel or other form of protection must be placed upon pool furniture to protect the attire from others who use the furniture**
- 4.4.5 Children using the pool must be toilet trained or use pool diapers**
- 4.4.6 The Association provides an outdoor grill for the use and convenience of individual residents. It is the responsibility of the user to clean this grill after use.**

4.4.7 No soap or shampoo may be used in the pool area

4.4.8 Children under the age of 13yrs must be accompanied by a parent or guardian at all times. Children 13yrs or older may use the pool unaccompanied by an adult but may not bring younger children with them unless a parent or guardian is present

4.4.9 Adult overnight house guests of a Lawful Occupant may use the pool without the Lawful Occupant being present, however day guests must be accompanied by The Lawful Occupant. Nonresident Unit owners are not Lawful Occupants of the condominium

5. Guests An Owner must give the Condominium Association oral notice of the arrival of a guest to the condominium, along with a description of their car and tag number, 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 guest allowed in a unit during the course of a twelve month period

6. Exercise Room No one under the age of 18yrs. may use the Exercise Room without adult supervision

7. Bulletin Board No notice may be placed on any bulletin board without being signed or identified as to its source

8. Outward Appearance

The sidewalks, entrances, passages, stairways, corridors, halls where applicable and the Common Elements (any public area belonging and maintained by the Condominium Association) must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises, nor shall any carriage, velocipedes, bicycle, and wagons, shopping carts, chairs, benches, tables or any other object of similar nature be stored thereon. Children shall not play or loiter in

halls, stairways, or elevators

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- 8.1** Absolutely no rollerblading, roller skating, or bicycle riding shall be allowed in the building, or elevator or on the balconies, hallways, or front outside entry
- 8.2** The personal property of all Unit Owners shall be stored within their Condominium Units, or in the storage lockers. No storage of any personal property shall be permitted on any balconies or terraces

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- 8.3** No garbage cans, supplies, milk bottles, mops, brooms, pails, or other articles shall be placed in the halls, on the terraces, balconies entryways, or on the staircase landings, nor shall any linens, clothes, clothing, curtains, rugs, mops, or laundry of any kind or other articles, be shaken or hung from any window, door, terrace, balcony, entryways, staircase landings, or exposed on any part of the limited common elements (areas designed for exclusive use condominium residents and maintained by the Condominium Association i.e. balconies patios, hallways, meeting rooms, garbage room, generator room etc.) or common elements. Fire exits shall not be obstructed in any manner and 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 for that purpose
- 8.4** 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 corridors, halls, entryways, elevator, ventilators or elsewhere in the building or upon the grounds. Cigarettes and other products shall be extinguished and placed in proper receptacles, e.g. they are not to be dropped, thrown, or flung into any Limited or Common Element Areas
Consideration of second hand smoke disturbing other unit occupants is required and reasonable complaints will be reviewed.

- 8.5 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 any unauthorized antenna or aerial without notice and at the cost of the Unit Owner for whose benefit the installation was made**
- 8.6 No awning, canopy, shutter or other projections shall be attached 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 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. Each Unit Owner shall be solely responsible for any and all damage resulting from activities taken in accordance with this section.**
- 8.7 No cooking shall be permitted on any terrace, balcony or Common Element except in such areas, if any, designated by the Board of Directors**
No flammable combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto except as is required for normal household use. No outdoors cooking by charcoal, wood, gas, or other material shall be permitted on the Condominium Property.
- 8.8 No clothes lines or similar devises shall be permitted on any portion of the Condominium property, nor shall clothes be hung anywhere outside of a Unit or in a Unit but visible from the exterior of the Unit.**
- 8.9 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 the unit or make prior arrangements for another party or their management company to prepare the Unit prior to departure by:**
- (a) Removing all furniture, plants and other objects from the terrace.**
 - (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 such firm or individual. The installation of hurricane shutters requires the approval of the Board of Directors who will approve type, color and adherence to the local building code**

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8.10 For safety and engineering reasons as well as the general appearance of the building ,normal and reasonable amounts of appropriate outdoor furniture is permitted on the terraces or balconies. A reasonable number of house plants are permitted as long as they do not protrude outside of the railing. No grills, storage boxes, bicycles, non-conforming screens or fences, or electronic equipment such as TV's, radios are permitted The Board in its sole judgment shall be the final arbitrator as to what is reasonable and appropriate

9 Vehicles

Each Unit Is assigned one parking space for the exclusive use of the Lawful Occupants and/or guest of said Unit.

The parking facilities shall be used in accordance with the Declaration of Condominium and the regulations adapted by the Board of Directors. The parking areas shall be used solely for personal vehicles used principally for personal transportation. No vehicle may be left in a specific parking space without being moved, for a period of 30 days without the approval of the Board of Directors.

Recreational vehicles, campers, boats trailers and the like shall be permitted on the condominium property for a period of not more than two consecutive days and must be parked in guest spaces and must fit within the confines of a single parking space. All vehicles permitted to be placed on Condominium property must be operational and must have appropriate and current vehicle registration. Trucks in excess of one ton and vehicles bearing commercial signage is not permitted. All trade persons must park in the designated commercial parking areas while working on the property. Violators may be towed

No vehicle repair work or vehicle maintenance (such as changing oil, engine repair etc) is permitted in the parking area. Minor maintenance (checking oil, air etc.) is permitted. "Bucket and sponge" wash downs are permitted. Full car washes are not permitted due to local Government regulations. Commercial detailing is not permitted.

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10 **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.

11 **Leasing**

No Unit Owner may rent or lease a Unit for less than ninety (90) days with a maximum of no more than (2) such (90) day periods within any (12) twelve-month period. No Lease shall be permitted without the prior written approval of The Board of Directors. Failure to comply can result in an substantial fine per rules revision of March 2002

Private use of Common Elements.

Non- exclusive private use of Common Elements must be Arranged through the Condominium Association and the user is responsible for all areas used being left in clean order as well as for any breakage or damaged caused

Residents wishing to reserve non-exclusive use of a Common Element (such as the Social Room or Pool Area) can do so by sending their request in writing to The Board Of Directors along with a check for \$100.00 made out to The Terra Ceia Club Condominium Association This check will be held till it is determined that the area has been left clean and no damage has been done to Association Property. The check will then be returned. Private use of the Common Elements for commercial purposes will not be approved .

12 **Alterations**

No changes to any exterior color or configuration of any doorways, balconies, terraces, or other exterior components of the building may be made without the prior written approval of the Board of Directors. When in doubt ask the Board.

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13 **Sales and Rental Signs**

No signs advertising that a Unit, vehicle or any other item of merchandise is for sale or lease, shall be placed in the windows of a Unit or on the Common Elements or Limited Common Elements except on the approved Bulletin Boards. All Unit sales require the approval of the Board of Directors

14 **Fees**

All prospective condominium lessees and buyers must pay a \$100.00 fee to the Condominium Association to cover the cost of securing a credit report and a background check.

15 **Noise**

Sounds carry in any building and in a peaceful setting such as the Terra Ceia Club perhaps even more so .It is therefore paramount that you keep your neighbor in mind when opening And closing of doors, music volume, washing machines etc. may be disturbing to your neighbor Loud noises are not permitted between the hours of 10:00PM. and 6:00AM. Be aware of your neighbor and respect their situation. Some may be ill or work at night

Trash

Trash Chute: All trash, including newspaper, is to be bagged Kitty litter and like substances are to be doubled or tripled bagged . No pizza or other boxes ,oversized bags, large metal cans (paint), construction debris or FLAMABLES are to be placed in trash chute

Dumpster: The outside dumpster is for use of The Terra Ceia club only. Large furniture or large construction debris (carpet ,tile cabinets, etc.) is not to be placed in the dumpster. All boxes are to be broken down. If the dumpster is full, keep your items until it is emptied (Monday and Thursday) Do not leave items next to the dumpster,(consider what this looks like to a visitor) The driver will not get out of the truck to pick up items left by dumpster

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Pets

Article XXII, Section H of the Declaration as Amended July 17, 1996 and recorded in Book 1493, page 440 provides as follows :

“ No pets except for fish, small birds (under one pound) domestic household dogs (under 15lbs.) or domestic household cats, shall be permitted to be kept in a unit, and permitted pets shall be kept only the under Rules and Regulations adopted by the Board of Directors; provided however that (1) no more than (2) two pets in any combination of the foregoing, shall be permitted in a unit, (2) no pet shall be kept bread or maintained for any commercial purpose, and (3) any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board of Directors. Pets shall not be permitted upon the common elements except pursuant to the Rules and Regulations adapted by the Board of Directors. The Unit Owner shall indemnify the Condominium Association and the Declarant and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from said Unit Owners having any pet upon the Condominium Property. Guests are not permitted to bring or keep any pet upon the Condominium Property. All owners are required to clean up all pet droppings deposited on the Common Elements”.

Further, residents should be aware that the City of Palmetto and the CDD have leash and “pooper scooper” requirements and that violators are subject to sanctions.

The foregoing Rules and Regulations are designed to make living in the Condominium pleasant and comfortable. The restrictions we impose upon Ourselves are for the mutual benefit of all. Failure of any Unit Owners to timely comply with any of the above Rules and Regulations 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.

The above Rules and Regulations were adopted by unanimous vote of the Board of Directors in meeting on June 28th 2004