

**RULES AND REGULATIONS
FOR
BELLA MAJORCA CONDOMINIUM ASSOCIATION, INC.**

1. A Unit may be used only for single family residential purposes. No Unit may be partitioned or subdivided, except in accordance with the provisions of the Declaration of Condominium.
2. The number of people occupying a Condominium Unit shall not exceed the amount permitted by applicable zoning regulations promulgated from time to time by Miami-Dade County.
3. The exterior of the building and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
4. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the building except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Notwithstanding the forgoing, the Association shall not refuse the installation of hurricane shutters conforming to the specifications adopted by the Association.
5. Installation of drapes or curtains visible from the exterior of the Unit shall have white or off-white, black out type liners used, which liners must be approved by the Association.
6. Children of guests shall at all times be supervised by their parents or the Unit Owner they are visiting. Children shall not be permitted to loiter in stairways or sidewalks.
7. The sidewalks, catwalks, entrances, passages, fire exits, patios, stairways, and like portions of the Common Elements or Limited Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress; nor shall carts, carriages, bicycles, chairs, tables or any other similar objects be stored therein.
8. The personal property of Unit Owners must be stored in their respective Units.
9. No garbage cans, supplies or other articles shall be placed in or on the patios, balconies, walkways or staircase landings, nor shall any linens, blankets, clothing, curtains, rugs, mops or laundry of any kind or other articles, be shaken or hung from any of the windows, doors, patios or balconies. No visible clothes lines or other outside facility for drying or airing clothes shall be erected. All garbage must be deposited in bags with all other refuse in areas designated for such purpose.
10. No cloth, clothing, rugs or mops shall be hung open or shaken from windows or doors. No Unit Owner shall permit anything to fall from a window or balcony of a Unit, or sweep or throw from the Unit any dirt or other substance into any of the sidewalks, patios or Common Elements.
11. No skateboarding or bicycle riding shall be permitted in the Common Elements or on the Condominium Property.
12. Employees of the Association may not be sent by Unit Owners for personal errands. The Board shall be solely responsible for supervising Association employees.
13. No motor vehicle which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight (48) hours. No vehicle(s) shall be repaired on the Condominium Property. No trucks, trailers, mobile homes, vans, campers, buses, motorcycles, or boats or similar vehicles shall be parked on the Condominium Property.

14. No boats, rafts, canoes or other similar craft shall be allowed on the Condominium Property.

15. All balconies and decks shall be kept in an orderly, clean and sanitary fashion at all times. Consistent with the foregoing, the placement of any chairs, benches and tables on same shall be of such a number, nature and type as are customarily used for leisure purposes and in all cases subject to the Board's prior written approval. No other goods, materials, awnings, fixtures, paraphernalia or the like are to be affixed, placed or stored on said decks or balconies except with the Board's prior approval, provided, however, nothing herein shall prevent any Unit Owner from displaying one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. No trash, rubbish, garbage or debris shall be kept or placed in any patio or deck area.

16. No Unit Owner shall make or permit any disruptive noises or noxious fumes in the buildings, or permit any conduct of any persons that will interfere with the rights, comforts or conveniences of other residents.

17. No Unit Owner shall play or permit to be played any musical instrument, or operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit, porch, balcony or patio in such a manner as to disturb or annoy other residents.

18. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 p.m. and 8:00 a.m. All other unnecessary noises, such as bidding good night to departing guests and slamming car doors between these hours should be avoided.

19. No antenna or aerial maybe erected or installed by a Unit Owner on the roof or exterior walls of the buildings. If same is erected or installed, it may be removed, without notice, by the Board at the cost of the Unit Owner installing same. Citizens band and ham radio installations shall be prohibited.

20. No sign, advertisement, notice or other lettering, except signs used by Developer, shall be exhibited, displayed, inscribed, printed or affixed in, on or upon any part of a Unit which may be seen from the Common Elements. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the building except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Notwithstanding the forgoing, the Association shall not refuse the installation of hurricane shutters conforming to the specifications adopted by the Association.

21. Cooking shall be allowed only in the kitchen of each Unit and within those Common Elements of the Condominium Property which are designated by the Board for such use. No cooking shall be permitted on any Unit terrace, balcony or walkway, or on any portion of the Condominium Property; provided however, that BBQ grills may be allowed in such areas and in such designated times as designated by the Board.

22. No signs, pictures, banners, posters or other objects of any nature shall be displayed from, affixed to, or painted upon a Unit or the Common Elements, provided, however, nothing herein shall prevent any Unit Owner from displaying one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

23. No Unit Owner shall permit any condition to exist which shall induce, breed or harbor plant diseases or noxious insects.

24. No flammable, combustible, or explosive fluids, chemicals or substances shall be kept in any Unit, balcony or patio, except as maybe required for normal household or permitted business use.

25. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by:

(a) Removing all furniture, plants and other objects from his patio(s) and balcony; and

(b) Designating a responsible firm or individual, subject to Association approval, to care for his Unit, porch, balcony and patio(s), should the Unit and/or its patio(s) or balcony suffer hurricane damage, and furnishing the Association with the name of each such firm or individual, which firm or individual shall contact the Association for permission to install or remove hurricane shutters; provided however, only "accordion" style shutters shall be installed with the Board's prior written consent.

26. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the roofs exterior walls, patios, patio walls and fences or fence gates, doors, balconies or windows of the buildings, nor shall any Unit Owner screen or otherwise enclose his balcony or patio; provided, however, nothing herein shall prevent a Unit Owner from displaying one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. Unit Owners may place their names only in such places outside their Units as may be provided for by the Association.

27. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows. No objects shall be hung from window sills.

28. Unit Owners shall not throw cigars, cigarettes or any other objects from windows or doors. Unit Owners shall not allow anything to be thrown or to fall from windows or doors. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows or doors.

29. No pet or animal shall be maintained or harbored within a Condominium Unit that would create a nuisance to any other Unit Owner. No animal or bird shall be allowed to make an unreasonable amount of noise that would constitute a nuisance. A determination by the Board of Directors that a pet or animal maintained or harbored within a Condominium Unit is creating a nuisance shall be conclusive and binding upon all parties.

30. No more than ~~two (2) domesticated pets~~ ^{one (1) pet weighing no more than 20 pounds (domesticated pet)} may be maintained in a Unit provided such pets are: (a) permitted to be so kept by applicable laws and regulations and (b) generally, not a nuisance to residents of other Units or of neighboring buildings. Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Without limiting the generality of this Section, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

31. No drilling of floors, patios, exterior walls, or ceilings is allowed for attachment or hanging of any material, including without limitation planters and hammocks without the Board's prior written approval.
32. No commercial or business purpose shall be conducted or solicited in any Unit.
33. No Unit Owner may install or permit to be installed any window air conditioning unit in his Unit or in the Common Elements, without the Board's prior written consent.
34. No Unit Owner may schedule the moving of furniture or furnishings into or out of the Condominium unless the move has been scheduled with Developer or the Association as the case may be, in order to assure availability of parking and access. All Unit Owners shall be liable for any and all damages resulting to the Condominium Property caused by receiving deliveries, moving or removing furniture or other articles to and from their individual Unit.
35. No Unit Owner shall attach any film or sun-reflective device or matter to the glass windows and glass doors of a Unit, except with the Board's prior written approval.
36. No car washing shall be allowed on the Condominium Property using community water.
37. Any and all alterations, remodeling or modifications to the interior of the Units must have prior written approval from the Board, and, if required, proper permits must be obtained. Any and all such work involving hammering or pounding noise must be done solely between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday and Saturday between the hours of 11:00 a.m. to 6:00 p.m.
38. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
39. Those Unit Owners who violate these rules shall be responsible for all costs incurred by the Association, including court costs and a reasonable attorney's fee, in the process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles and substances from the Condominium Property which were placed thereon in violation of these rules. No fine, cost, charge or attorneys fee shall be incurred by any Unit Owner without the accused Unit Owner having been afforded the rights and benefits hereinafter set forth.
40. The Association shall provide reasonable notice and an opportunity for a hearing before levying a fine against the Owner of the Unit or its occupant, licensee or invitee for failure to abide by any provision of the Declaration, the Association By-laws, or Rules of the Association. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The party against whom a fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than 14 days, and said notice shall include:
- (a) A statement of the date, time and place of the hearing;
 - (b) A statement of the provisions of the Declaration, Association By-laws and/or Association Rules which have allegedly been violated; and
 - (c) A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral testimony on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

The Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-laws, or reasonable Rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied Units.

ADOPTED AND APPROVED on the _____ day of _____, 2005.

BELLA MAJORCA CONDOMINIUM ASSOCIATION,
INC., a Florida not-for-profit corporation

By: _____
_____, Secretary