

DIPLOMAT

— OCEANFRONT —

RESIDENCES

RULES AND REGULATIONS

A. GENERAL RULES

1. **Introduction.** Terms not otherwise defined in these Rules and Regulations shall have the meanings ascribed to such terms in the Declaration of Condominium for Diplomat Oceanfront Residences, a Condominium.
2. **Parking.** Each Unit Owner shall have at least one assigned space. To the extent that a Unit Owner does not utilize its assigned space, such Unit Owner may be required to utilize valet parking. Parking may be subject to such rules and regulations as the Association may require. The parking garage is solely for the use of the owners and occupants of Units and the Association, and their respective family members, tenants, invitees and guests and employees. Passenger automobiles, sport/utility *vehicles*, pickup trucks, vans and motorcycles (used for personal transportation) that do not exceed the size of one parking space may be parked in the parking garage in the areas provided for that purpose; provided, however that all such vehicles that are commercial in nature shall be maintained in good condition and the beds of all pickup trucks shall be empty and clean. Other commercial vehicles and commercial trucks, and campers, motor homes, trailers, boats and boat trailers are prohibited in the parking garage and the exterior surface parking spaces. Bicycles and mopeds shall be parked only in the bike storage areas or as may otherwise be designated by the Board of Directors. Vehicle maintenance is not permitted on the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles maybe kept on Condominium Property. The Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of residences, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.
3. **Recreational Facilities.** Recreational facilities will be used in such a manner as to respect the rights of others, and the Board Directors may regulate duration of use, hours of opening and closing and schedule their use.

4. **Exterior.** No exterior radio, television or telephone or any exterior wiring for any purpose may be installed without the written consent of the Board of Directors. To maintain harmony of exterior appearance no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium or Association property visible from the exterior of the building or from Common Elements without the prior written consent of the Board of Directors. Notwithstanding the foregoing, the 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 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors. The type and color of tile or other hard surface covering installed on balconies and terraces of Units must be approved by the Board of Directors. Owners shall submit to the Board at least three (3) samples of requested tile or other hard surface covering, which shall be earth tone in color.

5. All Common Elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board of Directors, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members.

6. **Pets.** Unit Owners may not keep in any Unit or bring upon the Common Elements, any animals or pets other than aquarium fish and orderly domesticated pets (which shall be limited to dogs, cats and caged birds) provided that any such pets permitted shall only be allowed to remain in the Unit and on the Condominium Property if such pet is: (i) permitted to be so kept by applicable laws and regulations; (ii) not left unattended on balconies or lanai terraces; quiet, inoffensive and generally not a nuisance or disturbance to residents of other Units; and not being kept or raised for commercial purposes. Further, permitted pets shall be subject to the following conditions:
 - a. Pets shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes, if any.
 - b. No pets shall be permitted in the pool area, leashed or unleashed.
 - c. Elsewhere on the Common Elements, pets shall be under hand-held leash not more than six (6) feet long or carried at all times.
 - d. Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately.
 - e. Each Unit Owner shall be responsible for all damage caused by his/her pet.
 - f. Each Unit Owner agrees to underwrite the cost of necessary exterminator measures in the Unit Owner's Unit or others if the Unit Owner's pet is responsible for the infestation of the building or portions thereof.

 - g. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or

unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the condominium property within three (3) days.

- h. Guests and tenants are not permitted to bring and/or keep pets in any Unit or bring pets upon the Common Elements, unless otherwise permitted by the Board of Directors.**

The Board of Directors has the authority and discretion to make exceptions to these restrictions in individual cases and to impose conditions concerning the exceptions.

Any Owner who keeps or maintains a pet within the Condominium Property shall indemnify and hold harmless all other Unit Owners, the Developer and the Association, together with their respective directors, officers, agents, employees, managers, contractors and attorneys, from and against any loss, claim or liability of any kind or character whatsoever, whether to property or person, arising by reason of keeping or maintaining such pet. The Association may require registration of all pets and may establish reasonable fees in connection with same and/or may require pet owners to place with the Association a reasonable security deposit. Without limiting the generality of the other provisions hereof, 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.

7. **Waste Disposal.** Disposition of garbage and trash shall be only by use of trash chutes, receptacles approved by the Association or by use of garbage disposal units. Owners and occupants of Units must: (i) place trash in the trash chutes securely bagged (which bags may not contain bulky items or breakable glass objects); (ii) bundle newspapers; (iii) dispose of food and vegetable scraps in the individual residence garbage disposals; (iv) carry bulky items and breakable glass objects down to the trash room on the garage level; and (v) not leave or place garbage or trash in hallways or corridors.
8. **Rentals: Guests.** All persons occupying Units other than the Owners shall be registered with the manager or other designate of the Association at or before the time of their occupancy of the residence. This includes renters and houseguests. Units may not be rented for periods of less than ninety (90) consecutive days nor more than two (2) times a calendar year. A copy of these Rules and Regulations must be given to the tenants and guests by the Owner, or the Owner's agent. No Unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a residence overnight than the number of bedrooms times two, plus four. This regulation may not be amended in a way that would be detrimental to the sales of residences by the Developer so long as the Developer holds residences for sale in the ordinary course of business.
9. **Pass Key.** The Association shall retain a passkey to the Units, and the Owners of Units shall provide the Association with a new or extra key whenever locks are changed or

added or the use of the Association pursuant to its statutory right of access to the residences.

Duplication of Owner's keys to common elements facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the manager. Changing of locks must be done through the Association.

10. **Children.** Children shall be under the direct control of a responsible adult. Children under the age of 12 may not use the pool, or waterfront areas unaccompanied by an adult nor shall they be permitted to run, play tag or act boisterously on the Condominium Property. Skateboarding, "Big Wheels", or loud or obnoxious toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the Board of Directors.
11. **Noises.** Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the pool shall be used only with earphones. No vocal or instrumental practice is permitted after 9:00 p.m. or before 8:00 a.m.
12. **Grills.** Use of barbecue grills on exterior areas of the Common Elements shall only be allowed in areas designated as safe and appropriate by the Board of Directors. The use of such grills shall be subject to such applicable laws and reasonable rules and regulations as may be now or subsequently enacted or amended from time to time by the Board of Directors. Grills shall not be used on balconies or lanai terraces.
13. **Illegal Activities.** Illegal practices are prohibited.
14. **Laminated Glass.** The Board of Directors shall adopt specifications for the laminated glass for all exterior windows and exterior sliding glass doors to Units. Exterior windows and exterior sliding glass doors are laminated glass and have been designed and installed to meet or exceed the wind load and wind-borne debris impact standards of the applicable building code in effect as of time of design and installation. Subject to the provisions of applicable law, for this reason and for the purpose of preserving the aesthetic appearance of the building, hurricane shutters shall not be installed on any windows or sliding glass doors in the Condominium. If such windows or sliding glass doors in the Condominium are replaced, they must be replaced with laminated architectural glass equal to or exceeding the specifications of the original glass and which comply with the applicable building code.
15. **Miscellaneous.**
 - a. No glass of any kind shall be permitted in the pool area. Any liquid refreshments consumed near the pool area shall be in paper or plastic containers.
 - b. Laundry, bathing apparel, beach and porch accessories shall not be maintained outside of the residences or limited common elements (balconies and terraces), and such apparel and accessories shall not be exposed to view.
 - c. No nuisance of any type or kind shall be maintained upon the Condominium Property.

- d. These Rules and Regulations shall apply equally to Owners, their families, guests, staff, invitees, employees, customers and tenants.
- e. The Condominium and management staff are not permitted to do private work for Owners, their families, guests, staff, invitees, employees, customers or tenants while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.

These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium and Common Elements. Reference should be made to the Condominium and Community Association's documents.

B. RULES FOR DECORATORS, CONTRACTORS AND SUB-CONTRACTORS

1. Pre-registration. The Owner must pre-register with the manager giving him the name, address, telephone number and fax number of the unit owner's representative who will be overseeing the work being done in the unit whether it be the interior decorator the general contractor or the Unit Owner.
2. Contractors. Prior to commencing work, the Unit Owner's representative must submit to the manager, a list of names, addresses and telephone numbers of all sub-contractors who will be working in the unit, together with a schedule for their work. The manager will coordinate with the Unit Owner's representative the issuance of temporary passes for access for decorators and contractors into the Condominium.
3. Work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday and Saturday from 8:00 a.m. to 2:00 p.m.
4. The contractor and all sub-contractors must have all licenses required by Broward County, City of Hollywood and other applicable governmental authorities and submit proof of same for the manager's file.
5. Prior to authorization for access, the contractors and all sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate, and provide proof of Worker's Compensation coverage for the manager's file.
6. Contractors' and subcontractors' vehicles are not permitted in the parking garage and must be parked in the exterior parking areas designated by the manager. All contractors and subcontractors must maintain automobile liability insurance on any vehicles to be parked in the exterior parking areas. All persons working on Units will enter the building through the parking garage.
7. After unloading, workers must park their vehicles in the designated areas specified by the manager.
8. Work preparations will not be allowed in the garage, i.e. mixing of paints, mud, grout, etc.
9. The trash chute is not to be used, nor is any trash to be left in units or hallways. The manager will provide information on disposal of trash.
10. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.
11. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Check with the manager for location of cleaning area.

12. Sub-contractors are not to use carts owned by the Condominium or the Manager. (Supply your own).
13. Breaks and lunches, if taken inside the building, should be confined to the owner's unit.
14. No radios will be allowed in the building unless used with headphones.
15. Access to the individual condominium units must be coordinated through the owner, decorator or other designee.
16. Do not tamper with or hang extension cords from any of the sprinkler heads.
17. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work, which generates airborne particles, i.e. sanding and painting.
18. Workers are not to wander around in areas other than the specific area or unit they are assigned to.

FLOORING

- a. Underlayment. Each Unit Owner who elects to install in any portion of a Unit hard surface flooring materials (i.e., tile, marble, wood) shall first be required to install an approved sound underlayment of such kind and quality equivalent or superior to JAMO Sound-out sound isolation material installed in accordance with manufacturer's recommendations and the procedures as generally provided below. Each Unit Owner is required to submit for approval to the Board of Directors or its representative the proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed soundproofing must be inspected and approved prior to installation of the hard flooring. Installation procedures shall meet or exceed the following:
- b. Isolation Barrier. At the perimeter of the entire floor, and the periphery of all protrusions to that floor; fiberglass board (6-15 pcf) not less than 3/8 of an inch (9.525 millimeters) thick, to minimize flanking, should be used within ¼ inches (6.35 millimeters) of the finished surface. Closed cell polyethylene foam (2.7 - 9 pcf) not less than ¼ of an inch thick (6.35 millimeters) may also be used as the perimeter isolation barriers. The fiberglass board of the polyethylene foam can be cut into strips and held in place with a few spots of acoustical sealant. If the strips are too tall, they can easily be trimmed within the ¼ inch of the finished surface after the tile is grouted, therefore keeping any hard residue out of the perimeter grout joints.

After the tile is set and grouted, additional time should be spent to check the perimeter of the entire floor and the periphery for any protrusions such as pipes, so as not to have any of the mortar, bond coat, or grout, touching the walls or any protrusions that penetrate the floor

Should any of the hard material from the installation make contact between the tile or setting bed and the wall, or a penetrating protrusion, a large reduction in the sound rating will occur. After grouting, but before the edges are caulked, trim the polyethylene sheeting back to the top of the fiberglass or polyethylene foam edging.

A sealant is required at the perimeter of the entire floor, and the periphery of all protrusions to that floor. This joint shall be ¼ inch wide (6.35 millimeters) from the finished - top of the tile. This joint must be filled with an elastomeric sealant or an acoustical sealant. Hard grout is unacceptable. Caulking can be done before or after grouting as long as the hard grout is left out of the joint between the floor and the wall and around the periphery of any protrusion. If USG acoustical sealant is used, the joint can be painted to conform to the color of the grout used in the field. Dow-Corning and G.E. Silicone sealant comes in a variety of colors to harmonize with the color of the tile.

19. Unit Owner Responsible; Decorators and Contractors. Each Unit Owner is responsible for his or her decorator's, contractor's and sub-contractor's action and inaction's while on the premises and agrees to indemnify and hold harmless the Association for any liability or damage which might arise in connection with the Unit Owner's decorator's, contractor's and subcontractor's activities on the premises. Decorators, contractors, and subcontractors are on the premises at their own risk and agree to indemnify and hold harmless the Association for any liability or damages, which might arise in connection with their activities, actions or omissions on the premises.

C. RULES FOR OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS

1. The Right to Speak.

To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board.

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-laws or the Condominium Act.

After each motion is made and seconded by the Board members the meeting Chairperson will permit owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.

Owner participation may be prohibited after reports of officers or committees unless a motion is made to act upon the report, or the Chair determines that it is appropriate or is in the best interest of the Association.

An owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair.

While an owner is speaking he or she must address only the Chair, no one else is permitted to speak at the same time.

An owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.

The Chair may, by asking if there be any objection and hearing none, permit an owner to speak for longer than three (3) minutes, or to speak more than once on the same subject.

The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.

The Chair will have the sole authority and responsibility to see to it that all owner participation is relevant to the subject or motion on the floor.

2. The Right to Videotape or Audiotape.

The audio and video equipment and devices which owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

At least 24 hours advance written notice shall be given to the Board by any owner desiring to utilize any audio and/or video equipment to record a meeting.

ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN A LOCKED, GLASS FRONTED BULLETIN BOARD IN THE MAILROOM.



DIPLOMAT OCEANFRONT RESIDENCES

Amenities Rules & Regulation

Association common areas are owned by all Association members in undivided shares, are for the exclusive use of Association members and their invitees and may be used only in accordance with their intended purposes; however, no such use may hinder or encroach upon the lawful rights of other Association members.

Barbeque (w/ Barbeque area)

The following rules apply to the Barbeque (w/area):

Reservation:

Any adult (18 years of age or greater) unit owner or lessee (as substitute for the unit owner when unit is leased) may make the reservation.

Priority:

Reservations shall be on a first come basis.

Time Limit:

4 hours or longer if necessary when reservation is made with request for additional time if available.

Exclusivity:

The reservation shall have exclusive use of the defined area only which shall be described and marked by management.

Attendees:

Attendance is limited to 50 persons and a roster of attendees shall be provided to the management office at the time the reservation is made. That roster shall be used by Front Desk to admit guests. Additional guests not included on the list will not be turned away. List should be used to determine amount of additional help necessary.

Parking:

Valet parking privileges shall be limited as space permits. All other vehicles, including those which valet cannot accommodate shall be parked off site. The management office will provide several options which the reservist may consider.

Use Fee:

None

Security Deposit:

None

Inspections and Cleanup:

A pre-use inspection of the Barbeque (w/area) by the reservist and management is recommended and shall be signed by both parties.

The reservist is responsible for cleaning the Barbeque surface (w/area) after the event concludes. Cleaning is defined as returning the Barbeque (w/area) to a reasonable standard.

When the Barbeque (w/area) is ready for inspection, the reservist is required to notify the management office, or if closed, the front desk. Inspection shall be conducted with the reservist. Both parties shall sign the inspection form.

Penalties:

Damages shall Billed to Unit Owner.

Restrictions:

1. The barbeque (w/area) may not be reserved on black-out days. A list of black-out days shall be maintained by management.
2. No glass in any form or for any purpose is permitted.
3. Lanai deck furniture not within the defined area may not be moved to that area, or reconfigured in such manner as to become an extension of the defined area.

Nuisances (including noise):

No event shall engage in any practice, exhibit neither behavior, nor permit any condition to exist that constitutes a nuisance, or will become an unreasonable source of annoyance or disturbance to any occupant of the building. Should a dispute arise over the question of a nuisance, the Board of Directors, or its management representative shall make the dispositive decision.

Other Requirements:

None

Conference Room

The following rules apply to the Conference Room:

Reservation:

Any adult (18 years of age or greater) unit owner or lessee (as substitute for the unit owner when unit is leased) may make the reservation.

Priority:

Reservations shall be on a first come basis.

Time Limit:

4 hours or longer if necessary when reservation is made with request for additional time if available.

Exclusivity:

The reservation shall have exclusive use of the room area only.

Attendees:

Attendance is limited to seating capacity and a roster of attendees shall be provided to the management office at the time the reservation is made. That roster shall be used by Front Desk to admit guests. Additional guests not included on the list will not be turned away. List should be used to determine amount of additional help necessary.

Parking:

Valet parking privileges shall be limited as space permits. All other vehicles, including those which valet cannot accommodate shall be parked off site. The management office will provide several options which the reservist may consider.

Use Fee:

None

Security Deposit:

None

Cleanup:

The reservist is responsible for cleaning the room after the event concludes. Cleaning is defined as returning the room to a reasonable standard. The property manager's ruling shall be dispositive.

Penalties:

Damages, if any, will be billed to the reservist.

Restrictions:

The room may not be reserved on black-out days. A list of black-out days shall be maintained by management.

Nuisances (including noise):

No event shall engage in any practice, exhibit neither behavior, nor permit any condition to exist that constitutes a nuisance, or will become an unreasonable source of annoyance or disturbance to any occupant of the building. Should a dispute arise over the question of a nuisance, the Board of Directors, or its management representative shall make the dispositive decision.

Other Requirements:

None

Juice Bar

The following rules apply to the Juice Bar:

Reservation:

Any adult (18 years of age or greater) unit owner or lessee (as substitute for the unit owner when unit is leased) may make the reservation.

Priority:

Reservations shall be on a first come basis.

Time Limit:

4 hours or longer if necessary when reservation is made with request for additional time if available.

Exclusivity:

The reservation shall have exclusive use of the room area only and shall not block nor restrict the corridor areas or the lanai deck doors.

Attendees:

Attendance is limited to 25 persons as per fire code. A roster of attendees shall be provided to the management office at the time the reservation is made. That roster shall be used by Front Desk to admit guests. Additional guests not included on the list will not be turned away. List should be used to determine amount of additional help necessary.

Parking:

Valet parking privileges shall be limited as space permits. . All other vehicles, including those which valet cannot accommodate shall be parked off site. The management office will provide several options which the reservist may consider.

Use Fee: (Event Reservation - Contact Management)

A \$150.00 non-refundable use fee shall be paid to the Association at the time the reservation is made.

Security Deposit:

A \$500.00 security deposit (refundable, less damages) shall be paid to the Association at the time the reservation is made.

Inspections and Cleanup:

A pre-use inspection of the room by the reservist and management is required and shall be signed by both parties.

The reservist is responsible for cleaning the room after the event concludes. Cleaning is defined as returning the room to a reasonable standard. The property manager's ruling shall be dispositive.

When the room is ready for inspection, the reservist is required to notify the management office, or if closed, the front desk. Inspection shall be conducted with the reservist. Both parties shall sign the inspection form.

Penalties:

Damages shall be deducted from the security deposit. Should damages exceed the security deposit; an additional bill will be sent to the unit owner.

Restrictions:

The room may not be reserved on black-out days. A list of black-out days shall be maintained by management.

Nuisances (including noise):

No event shall engage in any practice, exhibit neither behavior, nor permit any condition to exist that constitutes a nuisance, or will become an unreasonable source of annoyance or disturbance to any occupant of the building. Should a dispute arise over the question of a nuisance, the Board of Directors, or its management representative shall make the dispositive decision.

Other Requirements:

None

Pool Deck / Beach Services

The following rules apply to the Pool Deck and Beach Services:

Pool / Spa / Lounges / Equipment:

Use of the pool, spa, lounges and equipment are limited to members and their registered guests.

Reservation:

Lounges and other equipment cannot be reserved or saved.

Hours of Operations:

Pool and beach services are provided from 9:00 am to 6:00 pm daily.

Bathing Load:

By code, no more than 20 persons may occupy the pool simultaneously.

Responsibilities:

User assumes all risks and the Association shall not be responsible for injuries or losses. No lifeguard shall be posted on duty.

Lounges:

Each unit is allowed a maximum of four lounges.

Towels:

Each registered guest shall receive two towels with a maximum of eight towels per unit.

Priority:

Equipment and services are on a first come first served basis.

Time Limit:

Lounges which are not used for one hour may be utilized by staff as needed.

Guests:

Should the number of persons for an individual unit exceed the above limit; the unit owner may utilize the beach with private seating provided by the unit owner.

Children:

Infants (3 years of age and less) are required to wear protective swimwear (such as Little Swimmers). This also applies any other persons who may contaminate the pool or spa.

Nuisances (including noise):

No owner or their guests shall become an unreasonable source of annoyance or disturbance to any other owner, guest or Association Staff. Should a dispute arise over the question of a nuisance, the Board of Directors, or its management representative shall make the dispositive decision.

Pool Deck Rules: (includes the deck, pool and spa)

- User assumes all risks and the Association shall not be responsible for injuries or losses.
- No smoking is permitted.
- All audio shall be through headphones only.
- Children shall be supervised at all times.
- All persons shall shower before entering the pool or spa.
- No glass is permitted.
- No animals are permitted on the pool deck or property east of the pool deck.
- Children (to age 3) are required to wear protective attire such as "Little Swimmers."
- No horse-playing, ball playing, or other sports activities.
- No large floats, rafts, toys or equipment in the pool.
- No children (12 years or under) are permitted in the spa, even with adult supervision.
- Do not swallow pool or spa water.

Social Room

The following rules apply to the Social room (card room):

Reservation:

Any adult (18 years of age or greater) unit owner or lessee (as substitute for the unit owner when unit is leased) may make the reservation.

Priority:

Reservations shall be on a first come basis.

Time Limit:

4 hours or longer if necessary when reservation is made with request for additional time if available.

Exclusivity:

The reservation shall have exclusive use of the room. The room is defined as the entire area inclusive of the entertainment portion. Security will close off the room with the sliding glass doors.

Attendees:

Attendance is limited to 50 persons as per fire code. A roster of attendees shall be provided to the management office at the time the reservation is made. That roster shall be used by Front Desk to admit guests. Additional guests not included on the list will not be turned away. List should be used to determine amount of additional help necessary.

Parking:

Valet parking privileges shall be limited as space permits. All other vehicles, including those which valet cannot accommodate shall be parked off site. The management office will provide several options which the reservist may consider.

Use Fee: (For Event Reservation Contact Management)

A \$150.00 non-refundable use fee shall be paid to the Association at the time the reservation is made.

Security Deposit:

A \$500.00 security deposit (refundable, less damages) shall be paid to the Association at the time the reservation is made.

Inspections and Cleanup:

A pre-use inspection of the room by the reservist and management is required and shall be signed by both parties.

The reservist is responsible for cleaning the room after the event concludes. Cleaning is defined as returning the room to a reasonable standard.

When the room is ready for inspection, the reservist is required to notify the management office, or if closed, the front desk. Inspection shall be conducted with the reservist. Both parties shall sign the inspection form.

Penalties:

Damages shall be deducted from the security deposit. Should damages exceed the security deposit; an additional bill will be sent to the unit owner.

Restrictions:

The room may not be reserved on black-out days. A list of black-out days shall be maintained by management.

Nuisances (including noise):

No event shall engage in any practice, exhibit neither behavior, nor permit any condition to exist that constitutes a nuisance, or will become an unreasonable source of annoyance or disturbance to any occupant of the building. Should a dispute arise over the question of a nuisance, the Board of Directors, or its management representative shall make the dispositive decision.

Theater

The following rules apply:

Reservation:

Any adult (18 years of age or greater) unit owner or lessee (as substitute for the unit owner when unit is leased) may make the reservation.

Priority:

Reservations shall be on a first come basis.

Time Limit:

4 hours or longer if necessary when reservation is made with request for additional time if available.

Exclusivity:

The reservation shall have exclusive use of the room only.

Attendees:

Attendance is limited to seating capacity. A roster of attendees shall be provided to the management office at the time the reservation is made. That roster shall be used by Front Desk to admit guests, if any. Additional guests not included on the list will not be turned away. List should be used to determine amount of additional help necessary.

Parking:

Valet parking privileges shall be limited as space permits. All other vehicles, including those which valet cannot accommodate shall be parked off site. The management office will provide several options which the reservist may consider.

Use Fee:

None

Security Deposit:

A \$500.00 security deposit (refundable, less damages) shall be paid to the Association at the time the reservation is made.

Inspections and Cleanup:

A pre-use inspection of the room by the reservist and management is required and shall be signed by both parties.

The reservist is responsible for cleaning the room after the event concludes. Cleaning is defined as returning the room to a reasonable standard. The property manager's ruling shall be dispositive.

When the room is ready for inspection, the reservist is required to notify the management office, or if closed, the front desk. Inspection shall be conducted with the reservist. Both parties shall sign the inspection form.

Penalties:

Damages shall be deducted from the security deposit. Should damages exceed the security deposit; an additional bill will be sent to the unit owner.

Restrictions:

1. The room may not be reserved on black-out days. A list of black-out days shall be maintained by management.
2. No alcoholic beverages are permitted.
3. Food and beverages which are likely to damage room property are not permitted.
4. Catering is not permitted.

Nuisances (including noise):

No event shall engage in any practice, exhibit neither behavior, nor permit any condition to exist that constitutes a nuisance, or will become an unreasonable source of annoyance or disturbance to any occupant of the building. Should a dispute arise over the question of a nuisance, the Board of Directors, or its management representative shall make the dispositive decision.

Other Requirements:

The theater has expensive and sensitive electronic equipment. All care should be taken to protect that equipment from damage. Should there be any question of how to operate the equipment, please ask management to do so, or for them to provide instructions. Minors must be supervised and should not be permitted to operate or handle electronic equipment.

DIPLOMAT

— OCEANFRONT —

RESIDENCES

ACKNOWLEDGMENT AND RECEIPT OF THE RULES AND REGULATIONS

I/We hereby acknowledge that I/We have been given a copy of the DIPLOMAT OCEANFRONT RESIDENCES CONDOMINIUM ASSOCIATION INC, Rules and Regulations base upon my/our application as a buyer(s) for Unit Number _____. I/We have received, read and understand and will abide by the DIPLOMAT OCEANFRONT CONDOMINIUM ASSOCIATION, INC Rules and Regulations.

Applicant Signature

Date

Co-Applicant Signature

Date

Additional Applicants over 18 years old

Date

Additional Applicants over 18 years old

Date

Additional Applicants over 18 years old

Date