

RULES AND REGULATIONS
OF
THE IVY CONDOMINIUM ASSOCIATION, INC.

1. The sidewalks, entrances, passages, vestibules, stairways, elevators, corridors, halls and like portions of the Common Elements of the Condominium Buildings shall not be obstructed or used for any purpose other than ingress and egress to and from Condominium Units.
2. Except for the Retail Units no sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of a Condominium Unit or Building or on any part of the Common Elements without prior written consent of the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building unless approved by the Association.
3. Neither the exterior of the Condominium Units, including all appurtenances, nor any part of the Common Elements shall be painted, decorated or modified by any Condominium Unit Owner or resident without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
4. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building, nor shall such Unit Owner screen or otherwise enclose his connecting balcony, atrium, terrace or roof deck without the consent of the Association. Curtains and drapes (or linings thereof) blinds, shutters, shades or other window covering which face on exterior windows or glass doors of Units shall be white or off-white in color. Notwithstanding the foregoing, the unit Owner may display one portable removable United States flag as described in the Condominium Declaration.
5. Nothing other than balcony-type furniture and plants may be kept on patios, balconies, atriums, terraces and roof decks.
6. The exterior portions of all doors which face Common Elements shall be uniform in appearance and color and all exterior hardware shall be identical.
7. No door mats may be placed in the hallways or corridors and no ornaments or decorations may be hung on the walls of the hallways and corridors.
8. No Unit Owner may install or permit to be installed any window air conditioning unit in his Unit or in the Common Elements.
9. No radio or television installation may be permitted in a Unit 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 or exterior walls of the building and, if same is erected or installed, it may be removed, without notice, by the Association at the cost of the Unit Owner installing same. Citizens band and ham radio installations are strictly prohibited.
10. All doors leading from the Condominium Unit to Common Elements shall be closed at all times except when in actual use for ingress and egress.
11. No Condominium Unit Owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loudspeaker in a Condominium Unit between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the Condominium.
12. All garbage and refuse are to be deposited only in the facilities provided for that purpose.
13. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, balconies, or staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, terraces, roof decks, patios or the like.
14. There shall not be kept in any Condominium Unit or in any storage facility any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use. The Association will not be responsible for loss of or damage to any property in the storage rooms.

15. Pets shall not in any way disturb any other Condominium Unit Owners and shall be kept on leashes at all times or hand carried through the Common Elements of the Condominium Property. Pets must be with their owners at all times.

16. Any automobile improperly parked in a space reserved for any Condominium Unit Owner may be towed away at the automobile owner's expense. Automobiles belonging to residents of the Condominium must bear the identifying sticker, if any, provided by the Association.

17. Parking areas may be used only for the purposes permitted by the Declaration. By way of illustration, no skateboarding or bicycle riding shall be permitted in the parking areas. Car washing is permitted only in the area, if any, designated by the Association for such purpose.

18. No motor vehicle which cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours, and, except in emergencies, there shall be no repairs of motor vehicles made while on the Condominium Property.

19. Employees of the Association are not to be sent out of the building by Unit Owners for personal errands. The Board of Administration and/or its management agent shall be solely responsible for supervising employees of this Association.

20. The personal property of Unit Owners must be stored either in their respective Units, or (if applicable) assigned storage areas.

21. No Unit Owner shall make or permit any disruptive noises or noxious fumes in the building, or permit any conduct by any persons that will interfere with the rights, comforts, or conveniences of other Unit Owners.

22. The Association may retain a passkey to all Units. No Unit Owner shall alter any lock or install a new lock without providing the Association with an additional key.

23. 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, terrace, atrium, roof deck or balcony; and

(b) Designating a responsible firm or individual if other than the Association, to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the names of such firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters, and such parties shall be subject to the approval of the Association.

24. Food and beverages may not be consumed outside of a Unit and its appurtenant patio, balcony or roof deck, except in designated areas. There shall be no cooking on balconies or roof decks.

25. No drilling of floors or ceilings is allowed for attachment or hanging of any material, including, without limitation, planters and hammocks, unless reviewed and approved under competent engineering supervision as required by management.

26. Fire Exits shall not be obstructed in any manner.

27. With the exception of the six (6) Retail Units in the Condominium, no commercial or business purpose shall be conducted in any Unit. No Unit Owner may actively engage in solicitation for commercial purposes.

28. Recreation facilities may be reserved for private parties only through the Manager. All functions must conclude by 11:00 p.m.

29. Before a Unit is to be occupied by guests in the absence of the Unit Owner, a written guest identification notice listing names and length of stay must be furnished to the Manager.

30. No Unit Owner or Occupant may alter, change or remove any furniture, furnishings or equipment in the Common Elements.

31. A Unit Owner shall be liable for the expense of any maintenance, repair, replacement or damage to the Common Elements rendered necessary by his or her acts or by those of any member of such Unit Owner's family or the guests, employees, agents or lessees of the Unit Owner or his family.

32. No Unit Owner or lessee shall invite in his absence any person not in residence to use the Condominium facilities.

33. A Unit Owner seeking to make an alteration, addition or improvement to his Unit shall submit the plans and specifications for same to the Board of Administration whether or not the approval of the Board is required under the terms of the Declaration of Condominium or the Bylaws of the Association. A Unit Owner who causes damage to another Unit or to Common Elements as a result of his making an alteration, addition or improvement to his Unit shall be liable therefor to the Owner of such other Unit or to the Association as the case may be.

34. Any pool rules adopted from time to time by the Association.

35. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation or the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed.

(b) Hearing: The non-compliance shall be presented to the Board of Directors and a committee of other Unit owners, which committee will decide whether or not penalties should be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

(c) Fines: If approved by the committee, the Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: The fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover bylaw from such Owner or occupant.

36. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of conflict or a doubt as to whether a specific practice activity is not permitted.

37. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor the Units owned by the Developer, except in the case of rules dealing with the following:

(a) Requirements that leases or lessees be approved by the Association;

(b) Restrictions on the presence of pets;

(c) Restrictions on occupancy of units based on age;

(d) Restrictions on the type of vehicles allowed to park on condominium property or association property; however, the Developer and its designees shall have the right to be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

THE IVY CONDOMINIUM ASSOCIATION INC.

Frequently Asked Questions (FAQ's)

- 1) What is the Board of Directors? – Board of Directors means the Board of Directors or other representative body responsible for administration of the Association.
- 2) What is the “Common Elements”? – The portions of the Condominium Property which are not included within the Units and/or the Association property.
- 3) What is “Limited Common Elements”? – Limited Common Elements mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of others units, as specified in the Declaration.
- 4) What is the “Master Association”? – Means, The River Front Master Association. They are responsible for the common area roads, gates, security, landscaping, etc. for all developed and undeveloped lots in the Riverfront Community including the Wind, Ivy, Mint Condominiums and the 3 undeveloped lots. The Association is made up of a 3 person Board of Directors appointed by the original “Master Developer” referred to as the “Declarant”. At some future date, the Declarant will transition the Master Association to the control of the towers at which time; the Board will be administered by a representative of each tower. Per the Governing Documents of the Community the Master Association Board is granted the power to administer and make decisions on behalf of the community. This includes matters relating to the operation and maintenance of community common areas (think security, landscaping, etc.) and other matters affecting the community as whole such as, in this case, ensuring that the community is developed in a manner that is consistent with certain covenants and restrictions of record, which exist to protect the style, design, integrity, and character of River Front.
- 5) What is “Assigned Parking Spaces? – Each parking space shown on Exhibit B of the condo docs, shall be limited common element only upon it being assigned as such to a particular unit in the manner described herein. The Developer hereby reserves the right to assign, with or without consideration, the exclusive right to use any parking space (if any) located within the Common Elements of the Condominium to one or more units, whereupon the space so assigned shall be deemed a limited common element of the units to which it is assigned. The Developer shall maintain the right to assign the parking spaces for so long as the Developer hold any unit for sale in the ordinary course of business. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association. A unit owner may assign the limited common element parking space appurtenant to his or her unit to another unit by written instrument delivered to and be held by the Association. A Limited Common Element parking space may be relocated at any time, and from time to time, by the Board to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility.

- 6) When are payment to the association due? – The payment to the Association are due the 1st of every month. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at fifteen percent (15%) per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment.
- 7) Do unit owners/tenant need to have homes owners insurance? – Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an owner due to accidents occurring within his/her unit, nor casualty or theft loss to the content of an owners unit. It shall be the obligation of the individual Unit owner to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the association.
- 8) Are Children permitted within the association? – Children shall be permitted to be occupants of the units. However, children's will be the responsibility of the parent/guardian, and shall NOT have fobs are access devices to the association.
- 9) Are pets allowed within the association? – Owners (tenants are not allowed to have pets) are permitted up to Two (2) domesticated dogs and/or cats may be maintained in a Unit provided such pets are (a) permitted to be so kept by applicable laws and regulations, (b)not left unattended on balconies, terraces, patios or in lanai areas, (c) generally, not a nuisance to residents of other units or of neighboring buildings and (d) not a Pit Bull or other breed considered to be dangerous by the Board of Directors; provided that 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. Pets are not permitted on any portion of the recreation area on the 10th floor deck. Any landscaping damage or other damage to the common elements and/or the residential limited common elements caused by a unit owns pet must be promptly repaired by the unit owner.
- 10) Are alterations or modifications to the unit permitted? – Without limiting the generality of section of section 9.1 hereof, but subject to section 11 of the condo docs, no residential unit owner shall cause or allow improvements or changes to any residential unit, limited common elements appurtenant thereto, Common elements or Association property, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-condition units, which in any manner change the appearance of any portion of the building, without obtaining the prior written consent of the Association.