

SCHEDULE "RR" TO BY-LAWS

RULES AND REGULATIONS FIORE AT THE GARDENS, A CONDOMINIUM

(ALL REFERENCES HEREIN TO CAPITALIZED TERMS WHICH ARE NOT DEFINED IN THESE RULES AND REGULATIONS SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE DECLARATION OF THE CONDOMINIUM FOR FIORE AT THE GARDENS, A CONDOMINIUM ("DECLARATION"), THE ARTICLES OF INCORPORATION AND BY-LAWS FOR FIORE AT THE GARDENS CONDOMINIUM ASSOCIATION, INC.)

1. **OCCUPANCY.** Units shall be used only as residences and for no other purpose. Each Owner, tenant and occupant of a Unit should carefully review the Declaration for additional occupancy and use restrictions.
2. **USE.**
 - a) No improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, or of the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.
 - b) No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells, or otherwise, nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.
 - c) In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium (other than Units occupied by the Developer) without the prior written consent of the Association. The Association shall possess additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted, and further, the Association shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of the Condominium.
 - d) The use of all Common Elements shall, at all times, be governed by these Rules and Regulations, as they may be amended from time to time by the Association, and by such other rules and regulations as may be posted, from time to time, in and about such Common Elements by the Association.
 - e) Common Elements and Limited Common Elements shall only be used for the purposes intended, and shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
 - f) Pool rules and regulations, as posted on the Condominium Property, shall be observed.
 - g) ***Guest Use**
 - (i) "Guest" means any person (other than an Owner or Approved Lessee) who is occupying a Unit, and who is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with occupancy of the Unit. A permanent occupant (defined below) of a Unit shall not constitute a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns, unless the Owner is visiting a Lessee in the Unit.
 - (ii) No lessee or tenant may have a guest in the absence of the lessee or tenant. No guest may have another guest in his or her absence.

(iii) Any person who occupies a Unit in excess of thirty (30) days in any calendar year shall not constitute a guest and shall constitute a permanent occupant of the Unit. A permanent occupant must be approved by the Board of Directors, with the following procedures to apply:

Any owner or Approved Tenant who intends on having a person occupy their Unit in excess of (30) days in any calendar year must submit an application for approval of that person's occupancy on a form to be promulgated by the Board of Directors of the Association. The form shall include an acknowledgement as to the relationship with the Host; that the proposed permanent occupant has received a copy of the Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules & Regulations of the Association and agrees to abide by them, and such other reasonable information determined by the Board of Directors from time to time. The application documents shall be signed by each such intended adult occupant, who shall authorize the Association to perform a background check. Each such intended adult permanent occupant shall submit to an interview with a designee of the Board of Directors, which interview may not be conducted via telephone. Such intended adult occupant shall have a period of fifteen (15) days from the date of its receipt of the signed application within which to approve or disapprove of the intended adult permanent occupant and communicate its decision to the owner. The date on which the Association either mails, faxes, e-mails, or hand delivers the communication shall constitute communication of the Board's decision to the owner. If the Board of Directors disapproves of the application, then the intended adult occupant shall not occupy the Unit.

(iv) This Rule shall be effective on October 9, 2010.

(v) Guest Passes are required for all vehicles parked overnight on the condominium Property which have not been approved as vehicles of an approved occupant. This is for any visitor who is staying overnight and this includes rental vehicles. In the event that a guest pass is issued for a particular person or vehicle in excess of 30 days in a calendar year the Association will presume that the guest is a permanent occupant of the Unit and will no longer provide guest passes, as such person must comply with the provisions of Paragraph ii, above. If a vehicle lacks a guest pass or the vehicle has not been approved as a vehicle of an approved occupant, the Association may have the vehicle towed at the expense of the vehicle owner and/or Unit Owner.

(vi) In the event a Unit Owner fails to comply with the provisions of this Guest Policy, the Association has the right to pursue legal action to remove the unapproved guest or unapproved occupant in the Owner's Unit, in addition to all other remedies available to the Association. If such action becomes necessary, the Association is entitled to recover its attorney's fees and costs pursuant to Paragraph 17.4 of the Declaration of Fiore at the Gardens, a Condominium and Florida Statutes, Section 718.303.

Amendment approved by the Board of Directors on September 16, 2010

3. **PETS.** Not more than two (2) domestic pets (limited to either dogs, cats or other common household pets) may be kept in a Unit ** No pet may weigh more than twenty-five (25) pounds each fully grown.* No Unit Owner shall allow its pet(s) to commit any nuisance or to interfere with the rights of other Unit Owners or to unreasonably annoy other Unit Owners or make improper use of the Condominium Property or the Common Elements. No Pit Bulls or other similar breeds shall be permitted at any time. Pet waste must be removed by Owners immediately. Pets may only be walked in areas designated by the Association. The Owner of any pets agree to indemnify the Association and hold it harmless for any loss or liability arising out of the ownership of such pet.

Approved at Board of Directors meeting on February 19, 2007

4. APPARATUS AND ALTERATIONS.

- (a) No clothesline or similar device shall be allowed on any portion of the Condominium Property.
- (b) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, terraces, storm shutters, or windows of a Building, Common Elements, Condominium Property, or a Unit, except with the prior written consent of the Association, and further, if and when approved, subject to the conditions designated and adopted by the Association. All screening, window and exterior glass door coverings and drape linings shall only be in the colors specified by the Association. Anything to the contrary notwithstanding, and 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 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.
- (c) Installation of satellite dishes by Unit Owners shall be restricted in accordance With the following: (i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements or protrude into Common Element air space; (ii) the dish may be no greater than one meter in diameter; and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements.
- (d) Televisions, radios, musical instruments and other instrumentality of sound reproduction or amplification must be used at such times and at such levels as will provide a minimum disturbance to other Unit Owners. No radio or television installation or other electrical equipment shall be permitted in any Unit if it interferes with the television or radio reception of another' Unit. Except as provided herein, no exterior antenna shall be permitted on the Condominium Property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines, security systems and communication systems.
- (e) All portions of the Common Elements must, at all times, be kept free of obstruction. No Garbage cans, supplies, or other articles shall be placed in the pathway, halls, driveways, walkways, or parking areas. All garbage shall be properly bagged and deposited in garbage disposal areas designated by the Association.
- (f) No Unit Owner shall in anyway affix any "for sale" or "for rent" signs or any other kind of signs, notices or advertisements to the exterior of his Unit or in any way allow any signs to be visible to the general public from within his Unit.
- (g) No flammable, combustible or explosive fluids, chemicals or other substances shall be Kept in any Unit or on the Common Elements.
- (h) Curtains, draperies, and other window coverings (including their linings) which face Exterior windows or glass doors of Units shall be white or off-white in color unless otherwise Specifically approved by the Association.
- (i) Repair, construction, decorating or remodeling work shall be performed on Mondays Through Saturdays between the hours of 8:00 a.m. and 5:00 p.m., and no such work shall be performed on Sundays or legal holidays, except in case of emergency authorized by the Association and as necessary by the Developer, in the Developer's sole discretion.
- (j) No articles other than patio-type furniture shall be placed on the balconies, lanais, patios, or other Common Elements.

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- (k) No terrace shall be cleaned in such a manner as to cause water or debris to drain from said terrace to other terraces below.
- (l) No bicycles, skateboards, scooters, or similar equipment shall be permitted in the lobby, pool or other recreational areas. * *All Residents must register their bicycles with the Management Office and receive a decal to be placed upon the bicycle for registration. Residents must provide a photo of the bicycle or bring the bicycle to the Management Office to be photographed. Residents must complete a registration form with their name, address and contact information and must sign an affidavit attesting to their compliance with all bicycle rules. No fee shall be charged to the Resident for bicycle registration.* Bicycles shall be stored only in areas designated by the Association.

Amendment approved by the Board of Directors on November 18, 2015

- 5. **CHILDREN.** Children shall be the direct responsibility of their parents or legal guardians, including full supervision of children while within the Community Property and including full compliance by children with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under the age of twelve (12) years of age must be accompanied by a responsible adult over the age of eighteen (18) years of age when entering and/or utilizing the recreational facilities.
- 6. **ASSOCIATION**
 - a) No Owner, tenant or occupant of a Unit shall direct, supervise or in any manner attempt to assert control over any of the employees of the Association, nor shall he or she attempt to send any such employees on private business of such Unit Owner, tenant, or occupant; such employees are to be directed only by the Officers of the Association or the management personnel engaged by the Association.
 - b) The Association, through its Officers or any designated Agent, may maintain a pass key to each Unit for utilization of pest extermination services and/or only in the event of an emergency, such as fire, leakage, etc. No Owner, tenant or occupant of a Unit shall alter any lock or install a new lock in any door leading into the Unit of such Owner without the prior written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association's Officer or Agent with an additional key for the use of the Association pursuant to its right of Access to each Unit. Should an Owner fail to provide such a key, the Association shall have the Right to forcibly enter for purposes provided herein and under the Declaration.
- 7. **PARKING.**
 - a) Parking areas are solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than (24) hours. Speed limits shall be strictly observed.
 - b) No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any other description, recreational vehicles, boats or boat trailers shall be permitted to be parked or to be stored at any place on the Condominium Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, or to any of the Association's or Developer's vehicles, subject to terms herein.
 - c) No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.
 - d) No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner shall be parked in such a manner as to impede or prevent access to another Owner's parking space.

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- e) Except for guest parking spaces, each parking space is assigned as an appurtenance to a particular Unit. As such, each space may be used only by the Owner except when the Owner has given written Permission (copy to the Association) for use by another Owner, lessee or occupant.
 - f) No parking garage shall be used for any purpose which prohibits the parking of a motor vehicle therein.
 - g) Vehicles shall be washed in vehicle wash areas designated by the Association.
8. **PLUMBING.** Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the person causing the damage and, in the case of guests, by the Unit Owner who invited the guest onto the Condominium Property.
9. **RESPONSIBILITY FOR DELIVERIES.** Unit Owners shall be liable for damages to the Condominium Property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective Units.
10. **SOLICITATION.** There shall be no solicitation by any person anywhere in or on the Condominium Property for any cause, charity or any other purpose whatsoever, unless specifically authorized by the Association.
11. **OPEN DOORS.** No occupant shall allow the front entrance to his or her Unit to remain open for any purpose other than immediate ingress and egress.
12. **FOOD AND BEVERAGES.** Food and beverages shall be consumed only within Units and in such other areas specifically designated for such use by the Association.
13. **ODORS.** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other Owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.
14. **COOKING DEVICES.** No fires, cooking devices, grills or other devices which emit smoke or dust shall be allowed or used upon any balcony or terrace. Such cooking devices may be used in outdoor cooking areas designated by the Association.
15. **HURRICANE/STORM SHUTTERS.** All Owners, tenants, and occupants of a Unit shall have all hurricane and storm shutters approved by the Association prior to the installation thereof. Each Unit Owner who plans to be absent during hurricane season must prepare his Unit before departure by: (1) removing all furniture, plants, and other objects from the balcony and (2) designating a responsible firm or individual to care for the Unit in the event of a hurricane threat and/or should the Unit suffer hurricane damage, and by furnishing the Board with the name of said firm or individual. Such firm or individual designated by the Owner shall be subject to the approval of the Association. Should such firm or individual not be designated or available, the Association is authorized, but not obligated, to take whatever steps are necessary in its discretion to protect the Unit and the Condominium Property at the sole cost and expense of the Owner.
- A. ***HURRICANE WARNING.** A hurricane warning will be issued by the National Weather Service when a hurricane is expected to make a direct hit to the area within 24 to 36 hours. In the event of a hurricane warning, all residents are required to install their hurricane shutters. Failure to comply with the installation of the shutters within 24 hours of land fall, the Association will contract the services of a vendor to install the unit's shutters at the Owner's expense. If access to the unit is not possible due to inoperable keys, the Association will employ the services of a lock smith at the Owner's expense.
 - B. ***POST HURRICANE.** Once the hurricane has past and the wind speeds are below 35 miles per hour, all hurricane shutters must be removed within five (5) days per Palm Beach Gardens City Ordinance; Sec.86-29. Hurricane Shutters. Failure to comply with the removal of the shutters after the five (5) days, the

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Association will post a "24-hour notice of entry" to allow the Unit Owner time to comply and then the Association will contract the services of a vendor to remove the unit shutters at the Owner's expense. If access to a Unit is not possible due to inoperable keys, the Association will employ the services of a lock smith at the Owner's expense.

** Approved by the Board of Directors at Board Meeting 01/18/17. **

- 16. **EXTERIOR CHANGES.** No exterior changes to the Units, including any changes to the balconies or other Limited Common Elements shall be made by any Unit Owner without the prior written approval of the Board of Directors pursuant to the terms and provisions of the Declaration of Condominium.
- 17. **COMPLIANCE BY UNIT OWNERS.** All Owners, tenants, invitees, licensees, guests, family members, agents, employees and occupants of a Unit shall comply with these Rules and Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person to the imposition of a fine (upon notice and hearing) and to possible legal remedies, including, but not limited to, suits for money damages, injunctive relief, or any combination thereof, as set forth in the Declaration, the Articles and By-Laws.
- 18. **COMPLIANCE BY DEVELOPER.** These Rules and Regulations shall not be applicable to the Developer, its designees, successors, and assigns, or to Units owned by the Developer, except for those specific rules and regulations contained herein that permit to Association approval of leases, restrictions on the presence of pets, restrictions on occupancy of Units based on age, and restrictions on the type of vehicles allowed to park on Condominium Property or Association Property; provided, 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. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium Property. Reference should be made to the Declaration, Articles of Incorporation and By-Laws of the Association, and any other documents governing the Condominium Property.
- 19. **RELIEF.** The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions for specific restrictions contained in these Rules and Regulations upon written request therefor, and for good cause shown in the sole opinion of the Board.
- 20. **APPROVALS.** All approvals required or permitted hereunder from the Association shall be in writing.

FIORE AT THE GARDENS CONDOMINIUM ASSOCIATION, INC.,
A Florida not-for profit corporation.

By: _____

Attest: _____

Name: _____
Its President

Name: _____
Its Secretary

Fiore at The Gardens Hurricane Policy/Procedure

Revised January 2018

Hurricane Watch

A hurricane watch is issued by the National Weather Service when hurricane conditions are possible in the area, but not yet imminent. In the event of a hurricane watch;

- **Management will send mass email to all unit owners and residents stating;**
 - Hurricane watch has been posted by the National Weather Service.
 - Bring all items in from balcony/patio.
 - Locate and prepare hurricane shutters for possible installation, **NOTE; Unit owners are solely responsible for the storage, maintenance, installation and removal of all hurricane shutters. It is recommended that the shutters be stored in the unit. If storage in the hurricane storage closet is preferred, it is required that all shutters be labeled on both sides with unit address. The Fiore at The Gardens or Fiore Management will take no responsibility for shutters stored in storage closets.**
 - Check batteries, flashlights, weather radios.
 - Have an extra supply of drinking water.
- **Management responsibilities to include;**
 - Management will ready hurricane shutters for common area buildings.
 - Management to contact vendors for possible hurricane cleanup and have them on standby.
 - Monitor the weather and news at least hourly

Hurricane Warning

A hurricane warning will be issued when the hurricane is expected to make a direct hit to the area within 24 to 36 hours. In the event of a hurricane warning;

- **Management will send a mass email and resident alert, (auto call), to all unit owners and residents stating;**
 - **Install your hurricane shutters NOW. This is mandatory! Any unit owner who fails to install their shutters at this time WILL BE FINED \$100.00 PER DAY!**
 - Management to secure all loose items in common areas including pool furniture, outdoor tables and chairs, potted plants.
 - Any balcony and patio furniture remaining must be removed **Now**. This is mandatory!
 - Be prepared to help your neighbors.
 - Monitor the weather and news at least hourly.
- **Managements responsibilities to include;**
 - Management to have shutters installed on all common area buildings.
 - Management will employ the services of a third party vendor, (payable by Fiore), with terms at the discretion of the Board to ensure all common areas are completely shuttered and secured.
 - Management to contact staff and have them report to the office.
 - Management to secure all essential documents including;
 - Insurance policies, Inventories, contracts, As-built drawings, minutes of board meetings, accounting records, bank accounts, records of units and unit owners and a vendor list.
 - Management to maintain active communication with residents and staff.
 - Contact vendors to area range cleanup.

Post Hurricane Procedure

Once the hurricane has passed and the wind speeds are below 35 miles per hour;

- **Provided power is available management will send a mass email and resident alert, (auto call), to all unit owners and residents stating;**
 - The hurricane has passed and all hurricane shutters must be removed within five days per Palm Beach Gardens City Ordinance **Sec.86-29. Hurricane Shutters. Failure to comply will result in a \$100.00 per day fine.**
 - It is now okay to place items on balconies and patios.
 - Report any roof or window leaks to management.
 - Assess any unit damage and contact your insurance agent if you have suffered **ANY** damage to your interior.
 - In the event that there is no power a door hanger will be placed on each unit with the same information.
- **Management Responsibilities to include;**
 - Survey the property and assess damage. Take photos and prepare first assessment report.
 - Secure property from vandalism and looting.
 - Contact vendors to remove storm debris to prevent accidents.
 - Contact vendor, (or have staff), remove hurricane shutters from all common area buildings.
 - Secure building structure to mitigate further damage.
 - Carry out immediate emergency/temporary repairs (after taking photos)
 - Contact insurance agent to assess damages.
 - Work with insurance agent to prepare insurance and liability claims. (Must be submitted within 60 days).