

**RULES AND REGULATIONS
OF FLORENCIA, A CONDOMINIUM**

GENERAL COMMUNITY RULES

In addition to those rules and regulations contained in the Declaration of Florencia, a Condominium (the "Declaration"), the following rules are hereby adopted by Florencia Condominium Association (the "Association"):

1. The facilities of Florencia, a Condominium (the "Condominium") are for the use of Condominium unit owners and their invited guests. In addition to provisions set forth elsewhere in these Rules and Regulations, the Board of Directors of the Association shall have the right to limit the number of guests and invitees who may use the Common Areas.

2. Designated walkways and paved areas shall be used at all times and shortcuts shall be avoided, both to prevent accidents and to preserve insensitive environmental areas and the appearance of planted areas. No motorized vehicle shall be opened on any walkway or other area except upon the driveways, pathways, and parking areas designated for vehicular use. Use of pathways designated for motorized vehicle use shall only be used for access to and from the beach area and the marina and only by suitable motorized vehicles such as golf carts.

3. No article shall be hung or shaken from the doors or windows or placed upon the window sills or balconies of the units. Under no circumstances shall laundry or other articles be placed or hung on the exterior portions of a unit. No drapes, blinds, shades, screens, reflection materials or other items affecting the exterior appearance of a Unit or Limited Common Areas shall be installed without the prior written consent of the Board of Directors.

4. No one shall make or permit any noises that will disturb or annoy the occupants of any of the other units in the Condominium, or do or permit anything to be done which will interfere with the rights, comfort or convenience of others.

5. Each owner shall keep such owner's unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or window or balconies thereof, any dirt or other substance. All garbage and refuse shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Directors may direct. No trash or other articles shall be burned, and all disposals shall be in accordance with such further rules and regulations as shall, from time to time, be promulgated and posted by the Board of Directors.

6. Water closets or other water apparatus in the buildings shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be placed in the same. Any damage resulting from misuse of water closets or other apparatus in the units shall be repaired and paid for by the owner of such unit. Water shall not be left running for any unreasonable or unnecessary length of time.

7. A unit owner may identify such owner's unit with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner or any part of the outside of a building, hung from or placed on windows, window sills, balconies, or otherwise displayed, without the prior written consent of the Association, except signs used by the Developer in the sale

or leasing of units as provided in the Declaration. Blinds or shutters located on the exterior of the Unit may not be painted or altered by the Unit Owner.

8. Unit owners are reminded that alteration and repair of the common elements is the responsibility of the Association except for those matters which are stated in the Declaration to be the responsibility of a unit owner. No work of any kind is to be done upon or affecting those portions of exterior building walls or interior boundary walls which are the responsibility of the Association without first obtaining the approval required by the Declaration. Further, any alterations or additions to any Common Elements or Limited Common Elements require the prior approval of the Association and, in order to protect the uniformity of the Condominium, the Association may require, as a condition of any such approval, the use of a vendor or contractor approved by the Association.

9. No radio or television antenna shall be attached to or hung from the exterior of any building without the written approval of the Board of Directors of the Association.

10. The Association has the irrevocable right of access to each Unit, to any Limited Common Elements appurtenant to any Unit, and to any reserved parking space, garage, or enclosed storage space during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Element, Limited Common Element, or portion of any Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements, the Limited Common Elements, or any Unit. In the event the Association finds there are vermin, insects or other pests within any unit, it may take such measures as it deems necessary to control or exterminate the same.

11. No one shall use or permit to be brought into any unit or upon any of the common areas and facilities any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without the written consent of the Board of Directors of the Association.

12. Residents are responsible for the conduct, acts, and omissions of their guests at all times. In the event that the Association has the right to, and does, impose a charge or penalty or the right to be reimbursed against the guest or invitee of a unit owner, the unit owner shall be jointly liable with such guest or invitee.

RENTALS

13. Unit Owners may not rent or lease their Units for periods of less than one week. Lessees of Units shall be subject to all of the Rules and Regulations, and the Unit Owner shall not be relieved of any obligations to the Association by virtue of the lease or rental of a Unit.

14. No garage, parking space, or marina slip may be rented or leased to any one other than a lessee of the Unit to which the use of such garage, parking space, or marina slip is assigned, and may not be loaned to anyone other than a person who is a guest of the Unit to which the use of such garage, parking space, or marina slip is assigned, and then only while such person is the guest of the Unit owner.

PARKING

15. The sidewalks, driveways and parking areas must not be obstructed or used for any purpose other than ingress, egress, and parking. No vehicle shall be parked or left unattended in such manner as to impede or prevent ready access to other parking areas.

16. Motor vehicles may not be parked or otherwise left unattended except (a) in a designated parking space or (b) in a designated loading or unloading zone and then only for such period of time as is reasonable necessary to load or unload said vehicle taking into account the needs of other owners and guests to load and unload their vehicles.

17. No parking space, driveway, or other area shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer, or any other sort of towed vehicle or object.

18. The owners, their employees, servants, agents, visitors, licensees and family will obey the parking regulations posted in the parking areas, and drives, and any other traffic regulations promulgated in the future for the safety, comfort or convenience of the owners.

19. Washing of cars, boats, and vehicles of any kind is prohibited.

20. The Board of Directors may restrict access to parking spaces to vehicles bearing a pass or decal issued by the Association, and may from time to time adopt and enforce other and additional rules and regulations with respect to parking.

21. Reserved parking spaces and garages are to be used only by the Unit Owners to which they are assigned and their visitors, guests and families.

22. The Board of Directors of the Association shall have the right to have any vehicle or object parked in violation of these parking Rules and Regulations towed away at the expense of the owner of the vehicle or object.

SWIMMING POOLS

23. All persons using the swimming pools do so at their own risk. The Association is not responsible for any accident or injury in connection with use of the pools or for any loss or damage to personal property. Persons using the pool area agree not to hold the Association liable for any actions of whatever nature occurring within the pool area.

24. Persons twelve (12) years of age or under must be accompanied at all times by an adult.

25. Except by prior agreement with the Board of Directors of the Association, the number of persons in any one group in a pool at any one time will not exceed the number of resident members of the unit owner's family plus three (3) guests.

26. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions. Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any communicable disease shall be excluded from the pools.

27. No boisterous or rough play shall be permitted in the pools, or in the pool areas. Swimming alone when no other person is in the immediate pool areas is prohibited.

28. All persons must cooperate in maintaining maximum cleanliness and tidiness in the swimming pool areas.

29. Tobacco, beverages, food or glassware are not to be brought into the pool areas, and no glassware shall be brought onto the patios.

30. The pools shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Health of Escambia County, Florida, and/or by the Board of Directors of the Association, which rules shall be posted by the Board of Directors.

31. Use of the pools is reserved for persons eighteen (18) years of age and over after 7 P.M., local time. The pools will be closed from 10 P.M. to 8 A.M., local time, and during such other times and seasons as may be determined by the Board of Directors.

TENNIS COURT

32. All persons using the tennis court do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the tennis court or for any loss or damage to personal property. Persons using the tennis court agree not to hold the Association liable for any actions of whatever nature occurring on or around the tennis court.

33. Persons twelve (12) years of age or under must be accompanied at all times by an adult at the tennis court.

34. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions at the tennis court.

35. No boisterous or rough play shall be permitted on the tennis court or in the tennis court area. All persons are requested to cooperate and maintain maximum cleanliness and tidiness in the tennis court area.

36. Use of the tennis court shall be scheduled through the Association or the resident manager and use of the tennis court shall be limited to one and one-half (1 ½) hour reservations per unit owner. The tennis court will be closed from 11 P.M. to 8 A.M., local time, and during such other times and seasons as may be decided by the Board of Directors of the Association. The last party to use the tennis court in the evenings shall be responsible for turning out the lights on the courts.

37. The tennis court shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated and posted by the Board of Directors.

FITNESS ROOM

38. All persons using the fitness room do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the fitness room or for any loss or damage to personal property. Persons using the fitness room agree not to hold the Association liable for any actions of whatever nature occurring within the fitness room.

39. No person under the age of sixteen (16) shall be permitted to use the fitness room unless accompanied at all times by an adult.

40. Except by prior arrangement with the Board of Directors of the Association, the number of persons in any one group in the exercise room at any one time will not exceed the resident members of the unit owner's family plus one (1) guest.

41. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions.

42. No boisterous or rough play shall be permitted in the fitness room. All persons are requested to cooperate in maintaining cleanliness and tidiness in the exercise room.

43. Tobacco, beverages, food or glassware are not to be brought into the fitness room.

44. The fitness room will be closed from 10 P.M. to 8 A.M., local time, and during such other times as may be decided by the Board of Directors of the Association. The fitness room shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Directors of the Association.

PETS

45. No pets in excess of 40 pounds shall be allowed at the Condominium, and no pets shall be allowed in the pool areas.

46. Pets shall only be walked in areas designated by the Board and then only when on a leash.

47. Loud barking or other loud noises made by pets in units is prohibited and shall be considered and treated as a public nuisance. The Board of Directors may from time to time adopt and enforce other or additional rules and regulations with respect to pets, including without limitation rules barring or restricting pets.

COMPLAINTS

48. Complaints regarding the management of the condominium or regarding actions of other owners or persons shall be made in writing to the Board of Directors of the Association. The Association may assign to one or more persons, or to a manager, full responsibility for the enforcement of all or any one of these Rules and Regulations. Any complaint or dispute as to any of these Rules and Regulations, or as to any application or enforcement thereof, shall be made in writing to the Board of Directors setting forth the nature of the matter complained of, and the names of all parties aggrieved and/or charged by reason of such matter. The Board of Directors may, in its sole discretion, decide the complaint without a hearing. In the event the Board of Directors elects to have a hearing upon such complaint, not less than five (5) days notice thereof shall be given in writing to each person named in the complaint as aggrieved and/or charged, stating the date, time and place of such hearing. Proceedings before the Board of Directors shall be informal, without technical rules of evidence, and each party aggrieved and/or charged shall be entitled to be present in person or by their attorney, and to be heard.

ENFORCEMENT AND AMENDMENT

49. Any consent or approval given under these rules by any person designated as manager or any person or committee designated as being responsible for the enforcement of any of these rules, and/or for the use of any common facility, shall be revocable at any time by the Board of Directors of the Association.

50. These rules are subject to amendment by the Board of Directors of the Association and to the promulgation of further rules by the Board of Directors and/or by the Association.

51. The foregoing Rules and Regulations shall not apply to the Developer, its successors or assigns, until it has surrendered control of the Association or its control of the Association has been

terminated in the manner set forth in the Declaration of Condominium of Florencia, A Condominium and the Bylaws of the Association.