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CERTIFICATE OF FILING OF RULES AND REGULATIONS
OF CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D-SOUTH ASSOCIATION, INC.

This Certificate of Filing is executed this _____ day of _____, 1995, by CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D-SOUTH ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

RECITALS

WHEREAS, the Association has been established for the operation of Calusa Club Village Condominium Bldg. D-SOUTH in accordance with the Declaration of Condominium ("Declaration") and related documents which were recorded on June 11, 1984, in Official Records Book 12173, Page 1028, of the Public Records of Dade County, Florida, and as subsequently amended; and

WHEREAS, at a duly called meeting of the Board of Directors ("Board") held on the 20th day of April, 1995, the Board adopted and approved the attached Rules and Regulations ("Rules") marked as Exhibit "A" in accordance with the Board's rule making authority set forth in Article IV of the Association's By-Laws; and

WHEREAS, the Association wishes to record the Rules in the public records of Dade County, Florida.

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Rules which are attached hereto as Exhibit "A" shall be binding upon all present and future members of the Association.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 1995.

WITNESSES:

Rachel J. Baylitt
Print Name: Rachel Baylitt

Aris M. Baur
Print Name: Aris M. Baur

CALUSA CLUB VILLAGE CONDOMINIUM
BLDG. D-SOUTH ASSOCIATION, INC.

By: Josie Genco
Josie Genco, President

By: Judy Kowalski
Judy Kowalski, Secretary

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by Josie Genco and Judy Kowalski, as President and Secretary respectively, of CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D-SOUTH ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me and did take an oath.

Signature of Notary
Print Name: SANDRA PUNK
Title:
Serial No:
My Commission Expires:

Prepared by:
Maria Victoria Arias, Esq.
Siegfried, Rivera, etc.
201 Alhambra Circle, #1102
C. Gables, FL 33134

CALUSA CLUB VILLAGE CONDOMINIUM
BLDG. D-SOUTH ASSOCIATION, INC.

RULES AND REGULATIONS

1. The greens and walkways in front of the condominium units and the entranceways to the condominium units shall not be obstructed permanently or used for any purpose other than ingress to and egress from the condominium units. Owners and residents must keep the shrubbery in the entranceways and patio areas neatly trimmed. Plants and trees are not permitted to grow above the height of the unit. Ficus and Schefflera trees and hedges may not be planted in unit entryways or patio areas.
2. The exterior of the condominium units and the balconies, terraces, storage areas and all other areas appurtenant to a condominium unit shall not be painted, decorated or modified by any owner in any manner without prior consent of the Condominium and Property Owners Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Associations; in the event of any disagreement in any manner connected with the exterior look of any building, not limited to those encompassed by this section, the Property Owners Association shall prevail. Fountains will not be permitted in the patio or entryway areas of any condominium unit.
3. No article shall be hung from the doors or windows or placed upon the outside window sills of the condominium units. No items may be attached to exterior walls of the building. Statuettes and plant pots are not permitted on the top of the patio wall or the tops of the entryway walls. The following items are not permitted on the patios or balconies: umbrellas, ice chests, exercise or weightlifting equipment, clothes lines or portable clothes dryers, awnings, brooms, mops, buckets or other cleaning items toys, clothing and rugs may not be hung over the balcony railings or entryway walls. Balconies and patios may not be used for storage purposes. Chicken wire or other mesh-like materials may not be affixed to balcony railings. Plexiglass or any other glass-like material may not be installed on the entryway gates or balcony railings. Only furniture manufactured for outdoor use may be used on the patios and balconies.
4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways, except in areas specifically designated by the Board of Directors of each Condominium Association. Skating, skateboarding, bicycle riding and ball playing is not permitted in building hallways.
5. No residents or guests or invitees of residents shall make or permit any noises that will disturb or annoy the occupants of any of the condominium units in the development or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
6. Each resident shall keep his condominium unit clean and in a good state of repair. No resident shall hose, sweep or throw, or permit to be hosed, swept or thrown, therefrom or from the balconies, doors or windows thereof, any dirt or other substance.
7. No verticals, shades, awnings, window guards, light reflective materials, or other window or door coverings, hurricane or storm shutters, ventilators, fans, trellises or air conditioning devices shall be used in or about the buildings except as shall have been approved by the Associations, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Associations. The Associations, acting through their Boards, shall designate the color, type and specifications for all drapery liners to be used in all draperies which are exposed in any way to view from areas outside of any condominium unit.
8. Hurricane shutter tracks, or rails permanently affixed to the building may only be white or the building color. Hurricane shutters may only be installed at the imminent threat of a hurricane. Board of Directors approval is required prior to the installation of hurricane shutters. The Board of Directors must also approve the company installing the shutters.

All companies installing shutters must be licensed and insured. Shutters must comply with Building and Zoning regulations. Owners shall be responsible for repairs of any damage caused to the building as a result of shutter installation. Residents must remove all hurricane shutters within seven (7) days after a hurricane.

9. Each condominium unit owner who plans to be absent from his unit during hurricane season must prepare his unit prior to his departure by (a) removing all furniture, plants and other objects from his balcony or terrace and (b) designating a responsible firm or individual satisfactory to the Association to care for his condominium unit, should the unit suffer hurricane damage.

10. No sign, notice or advertisement, shall be inscribed or exposed on or at any window, or other part of the condominium unit, common elements or limited common elements except as shall have been approved in writing by the Associations, nor shall anything be projected out of any window in the condominium units without similar approval.

11. All garbage and refuse from condominium units shall be deposited with care in garbage containers which shall be kept in such locations as the Condominium Association shall direct. Garbage, trash and other refuse shall be stored and disposed of in accordance with further rules and regulations to be promulgated by the Condominium Association, to the end that there shall be a uniform procedure for storage and collection of same, so that no unit owner's garbage or refuse shall be or become a nuisance or annoyance to any other owner. Garbage is not permitted to be left in front of unit entryways. Residents are not permitted to leave food for stray animals outside of units or in any limited common areas such as patios.

12. Water-closets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown in same. Any damage resulting from misuse of any water-closets or other apparatus shall be paid for by the owner in whose condominium unit it shall have been caused.

13. Meter and elevator rooms may not be used as storage areas.

14. Barbeques are not permitted on patio or balcony areas or any other limited common areas of any condominium unit.

15. No owner or other resident shall request or cause any employee of the Associations to perform any private business of the owner or resident.

16. The Condominium Association may, from time to time, prescribe rules and regulations with respect to the maintenance of domestic household pets within the condominium and, in particular, with respect to the maintenance of household pets upon the common elements. By way of example, but not by way of limitation, the Condominium Association shall have the right to prescribe detailed rules and regulations with regard to the size of pets which may be maintained within the condominium units and with regard to the exclusion of pets from the common elements, or the manner in which pets may be brought upon the common elements. Each condominium unit owner who shall own or maintain a pet within the condominium property shall indemnify the Association and hold it harmless against any loss or liability or claim of any kind or character whatsoever arising out of or connected with the keeping of any animal or pet upon the condominium property, against animal attacks or bites or any other incidents in connection therewith of like character. No owner shall be permitted to keep a pet upon the condominium property which shall become obnoxious or which will create a nuisance to any other condominium unit owner. Only dogs and cats 20 pounds and under, and other domestic pets are allowed in the condominium property or the unit and no other pets are allowed provided that same shall not disturb or annoy other occupants of the building(s) and not more than one (1) dog or one (1) cat are allowed at any one time. All pets must be house-bound and are not permitted to roam the common areas. Any animal found unattended and unidentified on the common areas may be picked-up by the Association and delivered to an animal shelter. The definition of domestic pets does not

include snakes, ferrets, iguanas, monkeys lizards or pigs. Animal cages and hutches are not permitted on the balcony, patio or entryway areas. Any inconvenience, damage or unpleasantness caused by the pets shall be the responsibility of the respective owner thereof. It will be the sole responsibility of the unit owner to clean up after his or her pet. Pets must be leashed at all times.

17. A unit owner intending to sell his unit or any interest therein must give written notice to the Association of such intention together with a copy of the executed contract of sale, and such other information concerning the purchaser(s) as the Association may reasonably require. A completed application must be submitted to the Association at least ten (10) days prior to the expected closing date.

18. A unit owner intending to lease his unit must give written notice to the Association of such intention together with a copy of the executed agreement, and such other information concerning the intended tenant(s) as the Association may reasonably require. A completed application must be submitted to the Association at least twenty (20) days prior to the desired date of occupancy. The twenty day period will commence upon receipt by the Association of a completed application. Incomplete application will be returned unprocessed and unapproved. A tenant may not move into a unit or be given possession of a unit until an owner receives written approval of the tenant from the Association.

19. No radio or television aerial or antenna shall be attached or hang from the exterior of the condominium units or the roofs thereon. Satellite dishes are not permitted. Developer has provided a master television system to which each unit is connected and no other television antennas shall be permitted. The cost of maintaining the master television antenna system, which is declared to be a common element, shall be a common expense of the Condominium Association. No owner or resident shall modify or add outlets to the television antenna system without prior written approval of the Condominium Association. Any damage caused as a result of an improper hook-up to cable or the master antenna shall be borne by the owner or resident causing such damage.

20. The agents of the Associations and any contractor or workman authorized by the Associations may enter any condominium unit, balcony or terrace at any reasonable hour of the day for any purpose permitted under the terms of the Declarations, By-Laws of the Associations, or management agreements. Except in case of emergency, entry will be made by prearrangement with the owner.

21. All interior structural modifications or renovation required or permitted to be done by the condominium unit owner shall be accomplished, done or performed only by personnel or firms approved by the Condominium Association. Carpeting within a unit may only be changed as to the type of floor covering other than carpeting with the prior written consent of the Association. Noncarpeted areas within a unit may only be changed as to the type of floor surface thereon with the prior written consent of the Association, and said parties shall comply with all rules and regulations adopted by the Board. The unit owner shall be liable for all damages to another unit, the common elements or Condominium property caused by the owner's contractor, subcontractor or employees, whether said damages are caused by negligence, accident or otherwise.

22. No vehicle belonging to an owner or resident or to a member of the family or to a guest, tenant, or employee of an owner or resident shall be parked in such manner as to impede or prevent ready access to another resident's unit or limited common elements or other parking spaces. The owners and residents, their employees, servants, agents, visitors and licensees and the owner's and resident's family will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the residents. No unit owner or resident shall store or park or leave boats, trailers, trucks or campers or any commercial or recreational vehicle on the condominium property. No repairs or restoration of vehicles may be conducted in the parking areas of the development. Unassigned parking spaces shall be utilized to accommodate guests only.

23. Residents shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants approaching or upon any of the driveways or parking areas serving the condominium property.

24. No resident shall use or permit to be brought into the condominium units any flammable oils or fluids, such as gasoline kerosene, naptha or benzine or other explosives or articles deemed hazardous to life, limb or property.

25. No resident shall be allowed to put his name on any entry of the condominium units or mail receptacles appurtenant thereto except in the proper places and in the manner prescribed by the Condominium Association for such purpose.

26. Any damage to buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the owner and/or resident who has himself or whose guests or family have caused same.

27. Complaints regarding management of the condominium units and grounds or regarding actions of other owners shall be made in writing to the Condominium Association.

28. Any consent or approval given under these rules and regulations by the Associations shall be revocable at any time.

29. These rules and regulations may be modified, added to or repealed at any time by the Association as provided in its respective By-Laws.

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RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN.
Clerk of Circuit & County
Courts