# **EXHIBIT C**

#### RIILES AND REGULATIONS

These Rules and Regulations have been duly established by a vote of the **EXCHANGE NORTH BUILDING CONDOMINIUM** (the "**Association**"), pursuant to the By-Laws of the Association. These rules and regulations are in addition to and not in limitation of the restrictions set forth in the Master Deed. Any reference to "Owner" is to include Residents as well, and may only be changed in accordance with the Master Deed & By-Laws of the Association.

# **Article I. GENERAL RULES**

- 1. Passageways. The sidewalks, entrances, and passageways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units.
- 2. Disposing of Garbage and Refuse. All refuse shall be deposited into and disposed of in tied closed plastic bags in the dumpsters provided. No garbage is to be placed outside of the dumpster at any time. No cardboard boxes are to be placed in the garbage dumpster. All cardboard boxes are to be broken down and placed in the recycling dumpster.
- 5. Cleanliness and Safety in Public Areas. All parts of the common areas shall be kept in a clean and sanitary condition. No rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No garbage cans, supplies, milk bottles or other articles shall be placed in the Common Elements. No Unit Owner shall allow anything whatsoever to fall from the balconies, windows, or doors adjacent to the Unit, nor shall the Unit Owner sweep or throw from the Unit any dirt or other substance into any space outside the Unit boundaries. No Unit Owner or Unit Owner's family member, guest or invitee shall permit or make any use of a Unit or the Common Elements which shall increase the cost of insurance upon the Property. Fire exits shall not be obstructed in any manner.
- 6. Nuisances. No Unit Owner shall make or permit any disturbing uses or nuisances, either by the Unit Owner or by any member of his or her family, guest, employee, or invitee. In order to insure the comfort of all Unit Owners and their families, radios, audio devices, musical instruments, computers, and television sets should be turned down to minimum volume between the hours of 10:00 P.M. and 8:00 A.M., and 11:00 PM and 8:00 AM on the weekends. All other unnecessary noises between these hours should be avoided. Regardless of the time of day, all Unit Owners, their families, guests and invitees shall avoid creating unnecessary noise and disturbance. Any nuisance or disturbance may be reported to the management company. Each individual instance of nuisance is subject to a \$100.00 fine after an initial warning. Upon the third such instance in any six month period, the Owner (or the Owner's family, guest, employee, or invitee causing the nuisance) will be reported to the Police. For purposes of this rule, a nuisance shall be defined as, any activity which creates a substantial interference with another owners right to use and enjoy their home, which may be intentional, negligent or ultrahazardous in origin, and must be a result of offender's activity or neglect. The HOA Board of Directors shall use its discretion to determine if an activity is a nuisance.
- 7. Facilities. All common area facilities are for the exclusive use of the Association members, their families, guest, permitted lessees, and permitted invitees. The latter must be accompanied by a member. No guest or relative of any member other than a relative actually in residence shall be permitted to use the recreational facilities unless accompanied by a resident or a resident family member.
- 8. Solicitation. There shall be no solicitation by any person anywhere in the Property for any cause, charity, or any purpose whatever unless specifically authorized in writing by the Board.
- 9. Parking. The residents, their employees, agents, visitors, licensees, and family will obey the parking restrictions set forth in the Master Deed, all parking regulations posted in the parking areas and drives of the Development, and any other traffic regulations promulgated in the future

for the safety, comfort, and convenience of the Unit Owners and their families. No repair or maintenance of any kind is permitted on any motorized vehicle in the parking garages or outside parking areas.

- 10. Satellite Dishes and Antennae. No satellite dishes or radio, telephone (including cellular), or telecommunications antennae, receivers, aerials, or other similar devices shall be attached to or installed on any portion of the Property. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Unit.
- 11. Pets. No pets shall be kept or maintained for commercial purposes or breeding. Only dogs, cats, birds, and tropical fish are permitted, and no more than two such pets (except tropical fish) may be kept in any one Unit. Pets shall not be allowed on any part of the Common Elements while unattended for any period of time. Pets (including Dogs and Cats) shall not be allowed upon the Common Elements of the Property unless they are carried or on a leash. Pets shall not be allowed on any of the Common Elements inside the Building except for purposes of ingress and egress as discussed herein. Pets shall be taken to the designated areas out of the way of pedestrian traffic to attend to their natural needs. Pet owners and/or the Owner allowing the pet access to the Property are responsible for cleaning where pets foul the Common Elements. Such fouling shall not be permitted to accumulate and shall be cleaned up immediately. The Board shall have the right to order any person whose pet is determined by the Board to be a nuisance to remove such pet permanently from the Property upon thirty (30) days prior written notice. Pets of any visitor or guest must be registered with the management company and are subject to all rules applicable to other pets. Nuisance noise violations resulting from any pet owned by a resident or a resident's guest will be subject to a \$100 fine after an initial warning. Residents or their guests allowing their pets to attend to their natural needs outside of the designated areas will be subject to a \$100 fine after an initial warning. Any resident may report a violation of any rule regarding pets to the property manager for resolution.
- 12. Balconies. Only securely fastened shade umbrellas, plants, and furniture manufactured specifically for outdoor use are permitted on the balconies and terraces. Grills and bicycles are expressly prohibited on balconies and terraces.
- 13. Insurance. Each Unit Owner is responsible to maintain insurance as outlined in the Master Deed. If the Unit is leased the Unit Owner is advised to require his or her lessee to obtain liability insurance and renter's insurance for personal property.
- 14. Access Codes. Unit owners and Tenants are strictly prohibited from giving access codes, individual or otherwise, to anyone.
- 15. Signs. No signs or advertisements shall be placed or hung in any common areas, on the outside walls of units, from balconies or in locations within units that may be visible from the common areas.
- 16. Personal Items. Personal items are not to be left in any of the common areas.
- 17. Curtain and Window Treatments. All curtains, blinds, or other window treatments visible from the exterior of the home are required to be white or have white backing.

# Article II. LEASING OF UNITS

The leasing of any Unit is prohibited except as expressly set forth in the Master Deed and these Rules and Regulations.

- 1. Short term rentals The North building will not allow Short term rentals and will require at least a one-year lease and a leasing permit from the HOA.
- 2. Registration with Management Firm. Any Unit Owner leasing his or her unit shall register with the Management Firm. In addition to any other information reasonably required by the Management Firm, such Owner shall provide the name(s) and contact information for the approved lessee(s). Prior to occupancy, all lessees shall attend a mandatory orientation program conducted by the Management Firm.

3. Qualified Leases. All leases must be approved by the Management Firm and Board prior to execution. The exclusive criteria applied in approval of a lease by the Management Firm and Board shall be the lease's compliance with the Master Deed, Bylaws, and these Rules and Regulations.

## Article III, CONSTRUCTION, ALTERATIONS, ADDITIONS

- 1. Contractor Registration Required. All Unit owners must notify the Management company representative before Contractors are to begin any construction projects. Contractors cannot use the trash containers and must make arrangements to haul their trash off site. Any violations of this provision will result in a fine to the Unit Owner who engaged the contractor of \$100 per occurrence. Vendors, contractors and sub contractors performing work in Units must be licensed, bonded, and insured. All contractors must follow the construction procedures below.
- 2. Procedure. The following requirements must be met prior to performing construction, alterations, or additions to the exterior of any Owner's Unit. The following actions must be taken in order to obtain approval from the Board:
- a) Written submission of the work submitted to the Board via the Management Firm.
- b) The work must be performed by a licensed, bonded, and insured contractor.
- c) Required city permits must be obtained and approved with a copy of the permit provided to the Management Firm.
- d) Copies of proper permits, licenses, and insurance certificates with plans and specifications must be provided to the Board before commencing the work.
- e) Once the work is complete, the Unit Owner is responsible for providing the Management Firm with a copy of the Unit's certificate of occupancy.
- f) Following approval, work can be performed in the Owner's Unit only Monday through Friday 9:00am 5:00pm
- g) Bedrooms flooring is required to be maintained as carpet

### Article IV. USE OF COMMON ELEMENTS

- 1. Pool. The pool and the area inside the fence around the pool may not be reserved for private parties.
  All regulations required by the Health Department must be observed.
  a) The pool is for the exclusive use of homeowners and their guests. Residents are required to be present with guests and are responsible for the actions of their guests. No more than three guests are allowed at any one time by any resident.
  b) As
- with all common areas, residents not current on maintenance fees will be denied use of the pool. c) Pool hours are from 6 AM to 10 PM during the weekdays, and 6 AM to 11:PM on weekends.
- d) Children under the age of 14 must be accompanied by an adult (at least 18 years of age). No occupant of a unit under the age of 18 shall be permitted to entertain guests in the pool area unless their guests are under the supervision of a parent or occupant-guardian.
- e) Glass, breakable objects, food, and chewing gum are not permitted in the pool area. Food is strictly prohibited poolside by the Health Department. Violations of this ordinance could result in the closing of the pool. If a resident or guest is caught with glass, the unit owner will be subject to a \$100.00 fine.
- f) No smoking is allowed inside the fence surrounding the pool.
- g) Music at the pool may not be so loud as to be clearly heard at the building, on terraces or balconies or at the main entrance. The exception to this is the live music special events.
- h) All swimmers will be required to wear regular type swim wear manufactured for that purpose. No jean cut-offs or cotton T-shirts will be permitted these items cause damage to the filtration systems

- i) Any person having any skin disease, sore, inflamed eyes, nasal or ear discharges or any contagious disease should refrain from using the pool.
- j) Refrain from running on the pool deck, rough play, walking or playing on the rope, or "rocking" the pool when small children are swimming.
- k) No articles other than normal inflatable or Styrofoam type pool articles are permitted in the pool. Users of the pool area are responsible for the removal of all articles brought by them, including towels, books, magazines, at the time they leave the area.
- 1) Trash receptacles are provided and shall be used by all owners and guests in the pool area.
- m) Swimmers must dry off before entering the building.
- n) Pets are not permitted in the pool area.
- o) There shall be no excessive yelling in the pool area. Safety equipment is for emergency use only.
- p) Furniture provided by the Association shall not be removed from the pool area.
- q) Swim at your own risk.
- 2. Grill. The grill may not be reserved for the exclusive use of any Owner(s) or their guests. The grill shall be left in a clean condition following use. Owner(s) are responsible for the expense of refilling the fuel tank after failure to turn the valve off at the tank after use.

### Article VII. OTHER RULES AND ENFORCEMENT

- 1. Other Rules and Regulations. The Association reserves the right to make such other reasonable rules and regulations as may be deemed necessary for the safety, care, or cleanliness of the Property and securing the comfort and convenience of Unit Owners, their families, guests, and invitees, provided that no such rules or regulations shall adversely affect the rights or privileges of the Developer.
- 2. Enforcement of Rules and Regulations. The Association is responsible for the notification of residents and/or Owners regarding violations of these Rules. A minimum fine of \$100.00 will be assessed against any resident or Owner who violates or allows to be violated by his family members, guests, tenants, invitees, or pets any rule or regulation, after the issuance of a written warning. Any resident may report a violation of any rule to the property manager for resolution. Fines may be assessed to cover costs of repairs and damages resulting from any violation. All charges and fines imposed by the Association are due and payable on the first (1st) day of each month unless otherwise specified. Failure to pay fines by the fifteenth (15th) of each month will result in a \$50.00 late penalty per month. Payment shall be made to the Management Firm's representative by check or money order payable to "Exchange at Cameron Harbor HOA". Failure to pay any fine or assessment shall constitute a lien against the Unit of the violating Unit Owner. The delinquent Unit Owner will be responsible for the payment of any attorney's fees and costs arising from legal action in connection herewith.