

in any connected with such ownership and membership, and the covenants and obligations incident thereto.

#### **ARTICLE XIV: LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage by a latent condition in the Condominium Property, nor for injury or damage caused by the elements or by other owners or persons.

#### **ARTICLE XV: PARLIAMENTARY RULES**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Florida Condominium Act, the Declaration, or these By-Laws.

#### **ARTICLE XVI: MORTGAGE REGISTER**

The Association, or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Association, or its agent, maintaining same may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

#### **ARTICLE XVII: RULES AND REGULATIONS**

In addition to the rules and regulations set forth in the Declaration, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted, shall govern the use of the Units, Common Elements, Limited Common Elements, and any other Condominium Property, and also the conduct of all residents thereof. The Unit Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said initial rules and regulations are as follows:

Section 1. The sidewalk, entrances and all of the Limited Common Elements and Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, benches, tables, or any other object of a similar type and nature be stored therein. Children shall not play or loiter upon the Common Elements except in such area and under the rules and regulations as determined by the Association.

Section 2. No fences shall be constructed by a Unit Owner within or surrounding said Unit or the Limited Common Elements adjoining or appurtenant to said Unit.

Section 3. The personal property of all Unit Owners shall be stored within their Units or in assigned storage space.

Section 4. No garbage cans, supplies, recycling containers, or other articles shall be placed on the Common Elements and Limited Common Elements of the Condominium except as authorized by the Association, 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, porches, patios or entry ways, or exposed on any part of the Limited Common Elements or Common Elements. If applicable, fire exits shall not be obstructed in any manner, and the Limited Common Elements and

Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the Condominium Property nor shall clothes be hung anywhere within the Condominium Property except within a Unit.

Section 5. Where applicable, no Unit Owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways or doors, nor shall such Unit Owner sweep or throw any dirt or other substance from such Owner's Unit or the Limited Common Elements appurtenant to such Owner's Unit onto the Common Elements or any portion of the Condominium Property.

Section 6. Except as may be permitted by the Declaration, no Unit Owner shall store or leave boats or trailers on the Condominium Property. Refuse and bagged garbage shall be deposited only in the area provided therefor.

Section 7. Agents or employees of the Association shall not be sent off the Condominium Property by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the agents or employees of the Association.

Section 8. The parking facilities shall be used in accordance with the provisions of the Declaration and any regulations duly promulgated by the Association. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than 24 hours, and no repair of vehicles shall be made on the Condominium Property.

Section 9. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium. All party(s) shall lower the volume as to the foregoing as of 11:00 p.m. of each day. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

Section 10. Except as may be otherwise provided in the Declaration, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of a Unit or building, without the written consent of the Board of Directors. Patios or porches may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such patios or porches or entry ways except with the prior written consent of the Board of Directors, and said consent may be given as to certain Units and not given as to others.

Section 11. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any entry way, patio or porch may be determined by the Board of Directors, and a Unit Owner shall not place or use any item thereon or upon any portion of the Common Elements except with the approval and as designated by said Board.

Section 12. No cooking shall be permitted on any porch, patio or entry way nor on the Limited Common Elements nor on the Condominium Property, except in such area, if any, designated by the Board of Directors. Notwithstanding the foregoing, cooking with the use of an outdoor barbecue grill is allowed on the porch of a Unit, provided that when such grill is not in use it shall be stored out of sight from the public.

Section 13. No inflammable, combustible or explosive fluid, chemical or substance, shall be kept in any Unit or Limited Common Element appurtenant thereto or storage areas, except such as are required for normal household use.

Section 14. Each Unit Owner who plans to be absent from such Owner's Unit during the hurricane season must prepare the Unit prior to departure.

Section 15. Food and beverage may not be consumed outside of a Unit, except for such areas as are designated by the Board of Directors.

Section 16. The Board of Directors may, from time to time, adopt or amend rules and regulations governing the details of the operation, use, maintenance, management and control of the Units, Common Elements or Limited Common Elements or other property of the Condominium or services made available to the Unit Owners. A copy of any additional rules and regulations adopted from time to time, as herein provided, shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owner.

Section 17. In the event of any conflict between the rules and regulations adopted or from time to time amended and the Condominium documents or the Florida Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of said Declaration shall prevail.

#### **ARTICLE XVIII: ARBITRATION**

All issues or disputes which are recognized by the Florida Condominium Act or by administrative rules promulgated under the Florida Condominium Act as being appropriate or required for mediation or arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

#### **ARTICLE XIX: EMERGENCY POWERS**

The following shall apply to the extent not viewed to be in conflict with the Act:

Section 1. In anticipation of or during any emergency defined in Section 6 below, the Board of Directors may:

(A) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(B) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

Section 2. During any emergency defined in Section 6 below:

(A) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio; and

(B) The Director or Directors in attendance at a meeting shall constitute a quorum.

Section 3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

- (A) Binds the Association; and
- (B) Shall have the presumption of being reasonable and necessary.

Section 4. An officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the By-Laws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article XIX if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.