IPANEMA VILLAS CONDOMINIUM ASSOCIATION, INC.

PURCHASE / LEASE APPLICATION FOR OCCUPANCY

THE FOLLOWING ITEMS NEED TO BE INCLUDED WITH THE APPLICATION BEFORE SUBMITTAL:

- A COMPLETED PURCHASE/LEASE APPLICATION FOR OCCUPANCY (INFORMATION MUST BE PROVIDED IN DETAIL ON EVERY OCCUPANT & PERSON LISTED ON THE CONTRACT).
- A COPY OF THE PURCHASE / LEASE CONTRACT.
- A NON-REFUNDABLE PROCESSING FEE OF $100.00 PER APPLICANT PAYABLE TO IPANEMA VILLAS CONDOMINIUM ASSOCIATION, INC. ACCEPTABLE FORMS OF PAYMENT ARE MONEY ORDER OR CHECK ONLY.
- COPIES OF DRIVER'S LICENSE FOR EVERY APPLICANT.
- COPIES OF REGISTRATIONS FOR EVERY VEHICLE.
- A CERTIFIED RECORD SEARCH FROM THE POLICE DEPARTMENT IS MANDATORY FOR EACH ADULT 18 YEARS OF AGE OR OLDER.
- OCCUPANCY PRIOR TO FINAL APPROVAL IS PROHIBITED.
- INCOMPLETE APPLICATIONS ARE NEITHER ACCEPTED NOR PROCESSED.

PLEASE PRINT OR TYPE:

DATE OF APPLICATION: _____

OWNERS NAME: _____

PROPERTY ADDRESS: _____

NAME, AGE & RELATIONSHIP OF ALL PROPOSED OCCUPANTS OF THE ABOVE-MENTIONED PROPERTY:

NAME	AGE	RELATIONSHIP

Applicant #1:

Name: _____ Middle: _____ Last: _____

Date of Birth: _____ Social Security Number: _____ - _____ - _____

Present Residence: _____

Street Address: _____

City: _____ State: _____ Zip: _____ How Long There (months): _____

Telephone (Day Time): _____ Telephone (Nighttime): _____

Mobile Phone: _____ Email: _____

In Case of An Emergency:

Emergency Contact Name: _____ Telephone: _____

Employment:

Employer Name: _____ Position: _____

Employer Street Address: _____ Position: _____

City: _____ State: _____ Zip: _____ How Long Employed (months): _____

Supervisor Name: _____ Supervisor Telephone: _____

Banking:

Bank Name: _____

Bank Address: _____

Account Type: _____ Account Number: _____

Account Type: _____ Account Number: _____

Bank Branch Telephone Number: _____

Has the listed persons ever been convicted of a felony: Yes _____ No _____

If the listed person has been convicted of a felony, please explain on a separate sheet of paper providing conviction dates and conviction charges.

Applicant #2:

Name: _____ Middle: _____ Last: _____

Date of Birth: _____ Social Security Number: _____ - _____ - _____

Present Residence: _____

Street Address: _____

City: _____ State: _____ Zip: _____ How Long There (months): _____

Telephone (Daytime): _____ Telephone (Nighttime): _____

Mobile Phone: _____ Email: _____

In Case of An Emergency:

Emergency Contact Name: _____ Telephone: _____

Employment:

Employer Name: _____ Position: _____

Employer Street Address: _____ Position: _____

City: _____ State: _____ Zip: _____ How Long Employed (months): _____

Supervisor Name: _____ Supervisor Telephone: _____

Banking:

Bank Name: _____

Bank Address: _____

Account Type: _____ Account Number: _____

Account Type: _____ Account Number: _____

Bank Branch Telephone Number: _____

Has the listed persons ever been convicted of a felony: Yes _____ No _____

If the listed person has been convicted of a felony, please explain on a separate sheet of paper providing conviction dates and conviction charges.

If Unit Is To Be Managed By A Person (Agent) Other Than The Owner:

Agent Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ How Long There (months): _____

Telephone (Daytime): _____ Telephone (Nighttime): _____

Mobile Phone: _____ Email: _____

If Unit Owner or Agent Are Not Available Provide a Back-up Emergency Contact:

Name: _____ Relationship: _____

Telephone (Day Time): _____ Telephone (Nighttime): _____

Applicant Acknowledgements:

1. The undersigned agree and on behalf of all persons who may reside in the unit, to abide by all the restrictions now or in the future contained in the Rules & Regulations, Documents of Condominium and By-Laws of Ipanema Villas C.A.I. (hereafter referred to as the "Association").

2. The undersigned understand that any violation of the terms, provisions, conditions, and Covenants of the Association will call for immediate corrective action and penalty as therein provided.

3. The undersigned understand that the approval of this application by Ipanema Villas C.A.I. is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. The undersigned further understand that the closing/settlement and/or occupancy is prohibited until approval is received from the Association and that unauthorized closing/settlement and/or occupancy may lead to immediate legal action to void the sale of the property and to remove unauthorized occupants.

4. The undersigned understand that the Association may cause to be instituted such an investigation of our individual backgrounds as the Association may deem necessary. Accordingly, we specifically authorize the Association or their agent to make such an investigation. We further agree that the information contained in this application may be used in such an investigation and we agree that the Association, its Board of Directors and its Officers and agents shall be held harmless from any action or claim to the undersigned in connection with the use of the information contained herein or any investigation conducted by the Association.

5. The undersigned hereby authorizes the release of information to Ipanema Villas C.A.I. or its agents by Credit Agencies, Financial institutions, Employers, Police agencies, their attorneys or representatives concerning the undersigned's banking, credit, residence, employment, or police records in reference to this Approval for application. The undersigned understand that this information is to be used as part of an investigation consumer report and/or credit report. Furthermore, the undersigned waives any privileges that we may have with respect to the disclosure of said information lo the aforesaid parties. The undersigned authorize Ipanema Villas C.A.I. to furnish the unit owner with a copy of the Credit and Police Reports.

Signatures:

Applicant #1	**Applicant #2**
Printed Name	Printed Name
Signature	Signature
Date	Date

IPANEMA VILLAS ASSOCIATION, INC.

RULES & REGULATIONS

Applicants must read and acknowledge by initialing all pages

Ipanema Villas Condominium Association
Rules and Regulations

Preamble

By authority of the Bylaws section 12.6 the Ipanema Villas Condominium Association's Board of Directors (hereinafter referred to as The "IVCA", has amended the Rules and Regulations as set forth below. This amendment was approved at the Board of Directors (hereinafter referred to as "Board") meeting held on June 11, 2015 and is deemed reasonable and necessary for the safety, cleanliness, appearance and operational economy respecting the use of all units and common areas. Copies are being distributed to all resident owners and tenants (hereinafter collectively referred to as "residents"). The Board reserves the right to change and amend existing Rules and Regulations from time to time as in their opinion shall be necessary or desirable for ensuring high residential standards and to promote the comfort and safety of residents and the value of the Condominium property.

IVCA Employees

1. IVCA has retained the services of a Condominium Manager to assist IVCA in the discharge of its duties. The Condominium Manager and its employees have the authority to take action in furtherance of the rules and regulations of IVCA.
2. All IVCA employees/contractors are hired and remain under direction of the IVCA or its condominium manager. Residents may not give orders, direction, or assert control over the employees. All resident requests should be submitted to the Board.
3. IVCA is not responsible for any work performed under the direction of unit owners or IVCA employees/contractors providing services for individual unit owners not associated with IVCA approved work.

General

4. While on the property all guests, employees, household staff, trade people, tenants and unit owners, etc. shall conduct themselves in accordance with the Rules and Regulations of the IVCA. Owners shall be responsible for the cost of any repairs, replacement or damage to the common elements due to negligence or acts committed by owners, their tenants, guests, contractors, employees or family.
5. Assessments/Maintenance fees are to be paid to the Management office or its agent and are due on the 1st day of each month. A 10-day grace period will be given after which the account will become delinquent. Thereafter a $25.00 late fee will be assessed for each month of delinquency. Unit owners have the right to appeal to the Board. Any maintenance fees and special assessments not paid within 90 days of due date will be referred to the IVCA attorney for legal action. All attorney fees and legal expenses will be charged to the delinquent owner. There will be a $20.00 service charge for returned checks. Refer to Declaration 8.2, 8.3
6. Each unit shall be occupied by a single family as a residence and for no other purpose. Any use of the unit as a business must comply with City and County zoning laws. Occupancy by multiple families and rental of rooms, and short-term rental of less than 1 year are not allowed.
7. Residents who have guests occupying their units while they are not present are required to notify the IVCA in advance of their arrival with the names of who will be staying in the unit and the length of their stay. This is to maintain the security of the community.
8. No objects shall be placed in the common areas that impede ingress or egress to the property or any unit, walkway, driveway, parking spaces, gates or garages.
9. No grease, hazardous chemicals, paint etc. shall enter the driveway storm drains that drain directly into Biscayne Bay.

Applicant #1 Initials: _____

Applicant #2 Initials: _____

Quiet Hours

10. Quiet hours are from 11 PM to 7AM. There shall be no noise audible outside the unit during these times. This includes audio equipment, instruments, and parties, loud talking, screaming, and barking dogs, construction work and any other activity producing sound to disrupt the peacefulness of the property. (Ref. Miami-Dade County Regulations.)
11. Units with burglar alarms shall obtain and display City of Miami burglar alarm permits

Working Hours for Contractors

12. Working hours for contractors are from 8 AM to 5 PM Monday through Friday and 9am to 4pm on Saturday. Contractors or unit owners are responsible for the daily cleanup of common areas, including the washing down of sidewalks and driveways as needed.

Storage/Flammables

13. No items may be stored in/on common areas. This includes bicycles, motorbikes, ladders, etc. These should be kept in individual unit garages or off the property.
14. Except for the intent for normal household use, no flammable item that creates a fire hazard shall be stored in a unit or garage. These items should be contained in government approved storage containers.
15. Patios and balconies shall not be used as a storage area.
16. Fireworks are not permitted on the property.

Smoking

17. Smoking is not permitted in the enclosed pool area. Smoking materials must be extinguished and disposed of properly and not thrown into planting areas or onto driveways and sidewalks and down storm drains. Smoking materials shall never be thrown over patio walls or from balconies.

Balconies and patios

18. Nothing should be placed on a balcony so as to create a risk of falling. Watering of plants and cleaning of balconies should be done in a manner that does not disturb others. No objects such as laundry, towels, beach mats, large containers, mops and brooms etc. shall be hung or left on balconies so as to detract from the outward appearance of the buildings' front, back and sides.
19. Appliances such as washers, dryers and refrigerators shall not be placed in patios and balconies.
20. Only furniture intended for outdoor use is allowed.
21. Bird and squirrel feeders are not allowed on balconies as they may attract rats.

Garbage

22. All garbage shall be placed in the garbage area provided by the IVCA. Garbage shall be bagged and tied so as not to spill into the garbage containers. No hazardous materials such as flammables, combustibles and explosives shall be disposed of in the garbage bins. Residents are urged to follow local, state and federal regulations for the disposal of certain toxic items.
23. Any boxes should be folded flat and if too large to fit in bins shall be broken down and tied together.
24. For the disposal of large household items, the City of Miami provides bulk pick up once a week. Residents are responsible for contacting the City for pick up dates and rules. These items shall not be placed onto landscaping or block driveways. They shall be placed outside no sooner than the day before scheduled pickup.
25. Trades and residents are responsible for removing construction debris. Construction debris is not allowed to be placed in garbage area.

Alterations

26. No Owner or tenant shall alter or decorate the common areas or remove any Association owned outdoor furniture or plants without approval by the IVCA. No trees or plants may be planted without prior approval of the IVCA.

Applicant #1 Initials: _____

Applicant #2 Initials: _____

27. No objects such as furniture, plant pots, sculptures, statues, etc. shall be placed onto the common areas unless approved by the IVCA. Units shall be allowed one doormat, one pot, and one small piece of furniture in the front door area only and not blocking walkways.
28. No structural, electrical, HVAC or plumbing modification or alteration shall be made in a unit without obtaining written consent from the IVCA. A licensed and insured contractor in accordance with current City of Miami building codes shall do the work. Required permits shall be on display at the front door of the unit. Reference declaration 4.2
29. No antennas or satellite dishes are to be affixed on the exterior of the buildings. No awnings, window bars, light reflecting window materials, window coatings or etchings, ventilators, fans or air conditioning units are allowed. Reference Declaration 4.4
30. Hurricane protection improvements must be submitted for IVCA approval and written permission obtained prior to installation. Plywood window coverings are not allowed. Shutters and panels must be removed after a storm as soon as safe conditions allow.
31. All approved shutters styles are white as well as impact windows frames, the glass of which must be of green tint. The approved styles vary per window/door (i.e. accordion, panel, roll down). Prior IVCA approval and all corresponding permits must be obtained before installation. A detailed request including design and description must be submitted in writing and approved. Window configurations must comply with current styles.
32. There shall be no application of foil, flags (other than as provided by law), posters etc. to be displayed in the windows. Window film/etching must be approved by IVCA prior to any application. Only customary retail window treatments shall be allowed unless otherwise approved by the IVCA. Violators will be asked to remove inappropriate items. Reference Declaration 4.4

Sales and Leases

33. IVCA will charge a non-refundable application fee of $100.00 for the cost to the association of processing the purchase and lease agreements in regard to the Right of First Refusal described in the Declaration. Unit owners shall obtain an “Application for Purchase” or “Lease” from Management. The board must approve Application for Purchase or Lease only after screening of the proposed new tenant/owner by IVCA will they be allowed to move in. After completion of sale/lease a copy of the Warranty Deed or lease Contract shall be filed with Management.
34. Lessees must agree in writing to obey the Rules and Regulations of the IVCA or be subject to non-renewal of lease at the end of lease term or premature termination lease as subject to ruling of IVCA. The unit owner is responsible for the releasing of their unit and all costs to do so if rules are continuously violated.
35. Signs “For Sale” or “for Lease” must be pre-approved by the IVCA and placed tastefully on the front gate. They must be removed promptly after the transaction closed or they will be removed and disposed of.
36. No part of a unit may be leased or subleased separately from the rest of the unit. Reference Declaration 12.5

Move In/Out

37. Moves in and out shall take place on only Monday-Friday from 8 am-5 pm.
38. Those who are moving in and out are to notify the Condominium Manager of the dates involved. This allows the Manager to inform other unit owners there will be traffic around the property and to appropriately schedule landscaping personnel etc. around the move in/out.
39. No moving or delivery trucks are allowed in the driveways. All deliveries of large items should occur through the front gate only or hand trucked down the driveway. Trucks must park on the street and shall not block any driveways or park on any landscaping swale area.
40. All cartons and boxes etc. must be cut and flattened before placing them in the garbage area.

Applicant #1 Initials: _____

Applicant #2 Initials: _____

Swimming Pool

41. Pool hours are from sunrise to sunset. There is no lifeguard. No diving or horseplay is allowed in the pool. Tanning oil must be removed prior to entering pool. Residents and their guests must clean up after themselves.
42. Pool use is restricted to residents and their guests. Those using the pool do so at their own risk. It is recommended that children under 14 years of age not use the pool unless supervised by an adult. Pets are not permitted in the pool or in the enclosed pool area.
43. Only appropriate swimwear is allowed. Jeans, clothes, and underwear are not allowed. Topless sunbathing is not allowed.
44. Glass items are not to be brought into pool area.
45. Excessive noise, boisterous activity, shouting, or disorderly conduct that may disturb others is prohibited. Audio shall be enjoyed at a very low volume or with the use of headphones.
46. For health reasons, persons with sores, draining wounds or incontinence and those wearing diapers are not permitted in the pool.

Children

47. Children under 12 yrs of age should be supervised by an adult while on the common areas. Children shall not destroy landscaping by riding bicycles, skateboards, etc. in those areas containing plants. Children playing in the driveways do so at their own risk and should be warned of the danger of cars possibly pulling out of garages.

Holiday Decorations

48. Tasteful, appropriate door and window decorations are allowed as long as they are not offensive to others. They shall be removed after the completion of the "Holiday" or "Season". No inflatable, motorized, sound making, movable objects or exterior lighting is allowed unless approved by the IVCA.

Pets

49. Only two dogs or two domestic cats, or one of each are permitted in each unit. No exotic pets such as snakes, spiders, reptiles, rodents, pigs, etc. are allowed. Fish and caged birds are allowed. Reference Declaration 12.2
50. Pets shall be leashed and under control while in the common areas. No guest shall bring a pet to stay in a unit without prior approval by the IVCA. Pets shall be walked off the property. If a pet defecates or urinates on the property by accident, it is the pet owner's responsibility to pick it up and dispose of it properly and wash down the area. Cat litter shall be wrapped securely in plastic garbage bags and never flushed down the toilets. Reference Declaration 12.2
51. Residents are not too feed feral cats or place any pet food outside the unit that may attract vermin and stray cats.

Parking

52. All owners and renters shall park their vehicles in the garage provided to each unit. Any vehicles that do not fit must be parked off of the property. There are City of Miami operated parking garages in the area.
53. There are two guest parking spaces provided for all units. These are intended for temporary parking only and are not to be used on a permanent basis. If a unit needs to use the guest parking for an extended period (ex. more than a week) they should apply for permission from the IVCA. Reference Declaration 3.6 (c), (iii)
54. Campers, trucks, vans, limousines, buses, motor homes, off-road vehicles, go-carts, mopeds, trailers, boats, jet skis, and other such vehicles that cannot be contained within the garage of a Unit are prohibited from being parked on the property.
55. Driveways are common area and shall not be used as extended parking spaces. They may be used for short-term guest parking only as long as unit garages or driveway access is not obstructed.
56. Residents are not allowed to rent out garage or parking spaces.

Applicant #1 Initials: _____

Applicant #2 Initials: _____

57. Commercial vehicles with business at a specific unit shall be allowed to park in the driveway in front of the unit's garage or in the guest parking area during regular business hours or in the case of an emergency. No overnight parking of commercial vehicles is allowed. Contractor must not block access of the driveways and be ready and willing to move their vehicles if needed.
58. There shall be no maintenance or mechanical work on vehicles on the common areas, unless the vehicle is disabled. Disabled vehicles must be removed from the driveways within 8 hours or will be towed at the owner's expense. Washing of vehicles is allowed only in driveways.
59. Parking on landscaping and on the swale is prohibited. Violators will be towed at the owner's expense.

Security and Safety

1. Residents should use caution giving out property entrance keys to household staff, real estate brokers, and trades people as this may compromise the security of the community. Residents are not to let in people unknown to them.
2. Residents are responsible for locking their doors and securing garages of their unit. If a unit has and active alarm system, it must be registered with the City of Miami Police Department and the permit sticker placed at front door area. City law requires annual permits. IVCA is not responsible for any theft or vandalism to personal property located on common areas, or in individual units. It is up to each Resident to obtain property/renters insurance.
3. The common area is private property, thus solicitation is not allowed. Suspicious persons/behavior should be reported immediately to the Police.

Fines for Violations/Non-compliance

4. IVCA reserves the right to levy fines for violations of any of the above Rules and Regulations.
5. IVCA will elect a Covenant Enforcement Committee to investigate complaints of violations. IVCA will provide notice and an opportunity for a hearing before the Covenant Enforcement Committee to any person alleged to be in violation of the Rules and Regulations, as well as providing a notice to the owner of the dwelling unit in which the alleged violator is a guest of or occupant other than the owner.
6. If a violation is found to occur, the Covenant Enforcement Committee may impose a fine of up to $100.00 per day up to $1000.00 or the cost of repairs for damage caused. Reference Declaration 4.6 (c)

These Rules and Regulations are in compliance with the Declaration of the Condominium. These Rules supersede Exhibit "J" of the Declaration and are the only rules of the IVCA. The Board of Directors has authorized the Condominium Manager to enforce all Regulations. Non-compliance will be reported to the Board of Directors for further actions according to the Declaration of Condominium procedures.
Ipanema Villas Condominium Association, Inc.

By Order of the Board of Directors

Mark J Suomi

President

Applicant #1 Initials: _____
Applicant #2 Initials: _____

EXHIBIT “J”

RULES & REGULATIONS

EXHIBIT "J"

RULES AND REGULATIONS

1. DEFINITIONS. All terms not otherwise defined herein shall have the meanings set forth in the Declaration of Condominium (the "Declaration").

2. RULE CHANGES. The Board reserves the right to change or revoke existing rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of members.

3. RESPONSIBILITY. Owners and lessees shall be held responsible for actions of themselves, their children, other family members and their guests, licensees and invitees, including the causing of any damage to Condominium Property, whether caused by the moving of personal property, use of Common Elements or otherwise.

4. COMPLAINTS. Any complaints regarding the actions of other Owners, lessees or the management of the Condominium Property by the Association shall be made in writing to the Board.

5. COMPLIANCE WITH DOCUMENTS. All members, and every lessee, guest or visitor of a member, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the By-Laws for the Condominium.

6. SUPERVISION OF ASSOCIATION EMPLOYEES. No Owner or lessee shall supervise, direct or attempt to assert any control over any of the employees of the Association and no owner or lessee shall request that any such employee undertake any private business for an Owner.

7. ENTRANCE INTO UNITS BY ASSOCIATION. The Association and any agent, representative or workman authorized by the Association may enter any Unit during the times and for the reasons set forth in the Declaration. Except in the case of an emergency, the Association will arrange in advance with an Owner or lessee the time for entry into a Unit.

8. KEYS. The Association shall maintain a key to each Unit in the Condominium. No member shall change or alter existing locks or install additional locks without giving the Association notice thereof and unless duplicate keys therefor are provided to the Association. There shall be a twenty-five dollar ($25.00) charge if the Association is required to furnish a new key to a Unit Owner who has lost his or her key.

9. ASSESSMENTS. Payments of assessments shall be made at the office of the Association. Payments made by check shall be made payable to the order of Ipanema Villas Condominium Association, Inc. All payments of monthly installments of annual assessments are due and payable on or prior to the first day of each month, and Owners are subject to a find and/or interest upon the failure to make any such payment when due and payable.

10. GUESTS. Owners and lessees of Units shall notify the Board in writing at least 5 days prior to the arrival and departure of guests who have permission to occupy a Unit in the absence of the Unit Owner and/or the lessee of a Unit. All guests must notify the Association upon arrival.

11. USE OF THE COMMON PROPERTY. The Common Elements are for the exclusive use of the Condominium's Unit Owners and lessees of Units and their immediate families, resident house guests and guests, in accordance with the terms and conditions of the Declaration and no other person shall be permitted to use the Common Elements of the Condominium unless accompanied by a Unit Owner or member of his immediate family or lessee of a Unit, without the prior written consent of the Association.

12. DESTRUCTION OF PROPERTY. There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Members shall be held responsible for, and shall bear any expense of, such damage caused by such member, his family, guests, lessees and/or invitees.

13. DELIVERIES. Members shall be responsible for, and shall bear any expense of, any damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.

14. PARKING. Unauthorized parking includes vehicles parked so as to impede ingress to or egress from other parking spaces, drives, roads, or the Condominium building entryways. Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator. No vehicles of any kind shall be parked at any time on the Condominium Property except in designated parking places.

All vehicle operators shall obey parking regulations posted in the parking areas and drives. All vehicles shall be parked within the painted lines and aligned as close as possible to the front wall or bumper. Vehicles may not

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be parked rear first. As a security measure, all automobile doors should be locked. The Association is not responsible for any injury to or loss from cars parked on the Condominium Property.

Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, polished and/or waxed on the Condominium Property except in such specific areas, if any, as may from time to time be designated by the Board for such activity.

15. COMMERCIAL AND RECREATIONAL VEHICLES. No commercial vehicle, vehicle carrying commercial license plates, recreational vehicle, trailer, boat, camper, nor truck of any kind shall park or be parked at any time on the Condominium Property unless such a vehicle is a commercial vehicle in the process of being loaded or unloaded or is parked in areas which may be designated hereafter by the Board as areas for the parking of commercial vehicles.

16. DISABLED VEHICLES. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours.

17. EXTERIOR APPEARANCE. The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the proper consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

18. ALTERATION TO UNIT. No improvement or structure of any kind, including, without limitation, any wall, screen, disposal system, or window treatment shall be commenced, erected, placed or maintained on or to any Unit or adjacent Common Elements, nor shall any addition, demolition, change or alteration therein or thereof be made, unless or until the plans, specifications and location of the same shall have been submitted to and approved in writing, by the Board. All plans and specifications shall be evaluated as to the harmony of external design and location in relation to the surrounding Units and Common Elements and as to conformance with the architectural planning criteria of the Board and the Lessor, as the same may be from time to time amended. It shall be the burden of each Unit Owner to supply completed plans and specifications to the Board and to the Lessor, and no plan or specification shall be deemed approved unless a written approval is granted by the Board and the Lessor to the Unit Owner submitting the same.

Any change or modification to approved plans shall not be deemed approved unless resubmitted and written approval thereof is granted; provided, however, the Developer of the Condominium shall be exempt from review and approval with respect to any Units it may own. Notwithstanding the foregoing, the review and approval rights as contained herein are intended to control aesthetics and the maintenance of common community standards, not to insure compliance with any contract, code, ordinance, regulation or law. Each unit Owner expressly acknowledges that the Association and any Developer of the Condominium shall incur no liability, express or implied, with respect to conformance with any contract, code, ordinance, regulation or law. The Unit Owner shall reimburse the Association all its reasonable expenses in reviewing any plans or specifications, including, but not limited to, the fees charged by any architect or building contractor hired by the Association to review such plans and specifications.

For additional restrictions on the alteration of Units, please refer to the Declaration.

19. ANTENNAS AND AERIALS. No antenna or aerial shall be placed upon or affixed to any exterior of a Unit and no antenna or aerial placed or affixed within a Unit shall extend or protrude beyond the exteriors of the Unit or the planes of such exteriors. No radio or television installation or other electronic equipment may be permitted in any Unit which interferes with the television or radio reception of another Unit.

20. HURRICANE SHUTTERS. No awning, canopy, or shutter, including a hurricane or storm shutter, shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved by the Board. The Board will establish the type and color of permitted shutters which will be the same for each Unit. Hurricane shutters approved by the Board may only be installed and remain in place during a hurricane or hurricane watch or warning, and such shutters must be removed by the respective Owner thereof within forty-eight (48) hours thereafter, and if not so removed by an Owner, such shutters may be removed by the Board at the expense of such Owner.

Each Unit Owner or lessee of a Unit who plans to be absent from the Condominium during hurricane season must prepare the Unit prior to departure for a hurricane by removing all furniture, potted plants and other movable objects from any outside patio, terrace, private garden or entrance way. Such Unit Owner or lessee shall also designate a responsible firm or individual to care for the

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Unit during the Unit Owner or lessee's absence. The designated firm or individual must be registered with the Association and such designated firm or individual must contact the Association for permission to install and/or remove the hurricane shutters.

21. BALCONIES, WINDOWS, TERRACES AND DOORS. Nothing shall be dropped, thrown, swept or otherwise expelled from any window, door, balcony, or terrace. No clothesline or drying clothes, shall be kept, placed, hung or maintained on any ledge, balcony, private garden or terrace. All loose or movable objects shall be removed from balconies, private gardens or terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions or high wind. For additional restrictions, refer to the Declaration.

22. WINDOW AND GLASS DOORS. Curtains, blinds and drapes (including their linings) which face on exterior windows or glass doors of Units shall be subject to the Board's disapproval, and, if disapproved, shall be removed and replaced with acceptable items. No aluminum foil may be placed in any window or glass door of a Unit, and no reflective substance may be placed on any glass in a Unit except a substance previously approved by the Board for energy conservation purposes.

23. NOISE. All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that such noise is not audible outside of the boundaries of the Unit in which it originates. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated phonograph, television, radio, sound amplifier or other electronic equipment in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

24. CHILDREN. Children shall not play on or about the Common Elements of the Condominium including, but not limited to, the public walkways, parking areas, courtyards, stairways or lobby areas.

25. PETS. No more than one domestic pet per Unit, not to exceed twenty (20) pounds, shall be kept or allowed upon the Condominium Property.

Pets shall be leashed and restrained at all times when on or about Condominium Property. No guest, lessee or invitee shall bring any animal upon the Condominium Property. Owners maintaining pets on the Condominium Property, or whose guests, lessees or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of, any damage to person or property resulting therefrom.

26. OBSTRUCTIONS. There shall be no obstruction or cluttering of the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entranceways, stairways, patios, courts or vestibules, or other Common elements or areas. No motorcycle, scooter, bicycle, wagon, carriage, shopping cart, chair, rug, mat, bench, table, toy or other article of personal property shall be parked, placed or permitted to stand for any period of time on the Common Elements, except for such areas of the Common Elements intended for the use of such articles. No Unit Owner or lessee of a Unit shall allow entrance doors to remain open for any purpose other than immediate ingress and egress.

27. SIGNS. No sign, nameplate, signal, descriptive design, lettering, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony or terrace without the express prior written consent of the Board. No "For Sale" or "For Lease" signs shall be exhibited or displayed on or within the Condominium except for signs of the Developer of the Condominium.

28. INFLAMMABLE ARTICLES. Except to the extent necessary for normal household use, no Unit Owner or lessee of a Unit shall use or permit to be brought into his Unit any inflammable oil or fluid such as gasoline, kerosene, naphtha, or benzene. Nothing shall be placed in any storage areas which could create a fire hazard.

29. FIRE DOORS. Unit Owners, lessees of Units, and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations.

30. REFUSE. All refuse, waste, cans, newspapers, magazines and garbage shall be deposited with care in the sanitary containers provided therefor.

32. LEASING AND SALES. The Association may charge a reasonable fee to be fixed by the Board to defray the cost to the Association of processing the lease and purchase agreements in regard to the right of first refusal described in the Declaration, but such a fee shall not exceed the sum of $50.00. For additional information about this right of first refusal, please refer to the Declaration.



QUESTIONS AND ANSWERS SHEET FOR UNIT OWNERS AT IPANEMA VILLAS

IPANEMA VILLAS ASSOCIATION, INC.
As of _____ 1993

Q: What are my voting rights in the Condominium Association?

A: Each unit is entitled to one vote in Condominium Association matters, to be cast in accordance with the provisions of the Declaration of Condominium, the By-Laws and the Articles of Incorporation.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: All units must be used as a residence only. Section 12 of the Declaration of Condominium sets forth restrictions regarding occupancy, pets, use of common elements, etc. Also, see Exhibit J to the Declaration, which sets forth additional restrictions.

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: As a general rule, you must give notice by certified mail to the Board of Directors of the receipt of an offer to sell or lease your unit. The giving of such notice constitutes an offer to sell or lease your unit to the Condominium Association upon the same terms and conditions as contained in the offer. Please see Section 13 of the Declaration.

Q: How much are my assessments to the Condominium Association for my unit type and when are they due?

A: Your condominium maintenance assessment is $_____ and it is due the first day of each _____. In addition, special assessments may be levied from time to time by the Board of Directors, as necessary. As of the above date: [no special assessment has been authorized by the Board of Directors of the Condominium Association] OR [a special assessment in the amount of $_____ has been authorized by the Board of Directors. The corresponding amount of your Unit will be: $_____; same is to be paid as follows: _____ _____].

Q: Do I have to be a member in any other association?

A: No.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

Q: Is the Condominium Association or other mandatory member association involved in any court cases in which it may face liability in excess of $100,000?

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.



IPANEMA VILLAS CONDOMINIUM

RULES AND REGULATIONS

New Section 25.

" PETS. No more than two dogs or two cats (i.e., one of each or two of either) shall be kept or allowed in any Units or in the Limited Common Elements appurtenant to each Unit, and no domestic pets of any kind shall be allowed in the Common Elements, except as permitted by the Association.

Pets shall be leashed and restrained at all times when on or about the condominium property. No guest or invitee of any Owner or lessee shall bring any animal upon the condominium property. Owners or lessees maintaining pets on the condominium property, or whose guests, lessees or invitees bring any animal upon the condominium property, shall be responsible for, and bear the expense of, any damage to person or property resulting therefrom."

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IPANEMA VILLAS CONDOMINIUM ASSOCIATION, INC.

Rules and Regulations

33. HURRICANE SHUTTERS. All approved shutter styles are WHITE only. The approved styles vary per window/door (i.e. accordion, panel, roll down). Prior Association approval and all corresponding permits must be obtained before installation. A detailed request must be submitted in writing to obtain approval. PGT WinGuard Impact Resistant windows and doors are also approved. The Association must approve the style, design, glass and frame color. Temporary wood panels or other lesser materials for hurricane protection are strictly prohibited.

The above was adopted on June 5, 2002 and made a part of the official Rules and Regulations of the Association, EXHIBIT "1", as recorded in the official records BK 16208 Page 5021.