

**RULES AND REGULATIONS
FOR
CLEAR LAKE CLUB CONDOMINIUM ASSOCIATION, INC.
June 1, 2011**

These Rules and Regulations apply to all Unit Owners and tenants of Units, as well as guests, occupants, family members, visitors and invitees of Owners and tenants, regardless of whether the rule refers to the Unit Owner without reference to others.

1. The sidewalks, walkways, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property, nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein, except in areas (if any), designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored inside their enclosed Units.
3. No articles other than patio-type furniture shall be placed on the balconies, patios, terraces or lanais of Units. Balconies, patios, terraces or lanais shall not be used for storage of personal property. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces, lanais, railings or other portions of the Condominium Property. Barbecue grills are prohibited from being used or stored on the balconies, patios, terraces or lanais of Units, including gas, electric or charcoal grills.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies, patios, terraces and/or lanais or elsewhere in the building or upon the Common Elements.
5. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property, including, without limitation, placing all trash and/or garbage in the proper receptacles. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.
6. No Unit Owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the Owner's family employees, pets, agents, tenants, visitors or licensees, nor permit any conduct by such persons or pets

that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a stereo, television, radio or other noise producing item in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

7. Balcony tile and floor covering colors must be approved in advance by the Board of Directors.

8. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium outside the enclosed part of the Unit, except signs used or approved by the Board of Directors of the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building or on the Common Elements, without the prior written consent of the Board of Directors of the Association.

9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies.

10. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

11. The Unit Owner shall provide the Association with a passkey to the Owner's Unit, and Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added. Such key is for the use of the Association pursuant to its statutory right to access to the Units. Duplication of Unit Owners' keys to common element facilities is restricted in the interest of security. Such keys will be duplicated only with the assistance of the Board of Directors.

12. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

13. Curtains, drapes (or linings thereof) or other window/door treatments which face on exterior windows or glass doors of Units shall be white only. Such curtain, drapes and window/door treatments shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items. No Unit shall

have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No newspaper, foil or other unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

14. Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter; and (iii) a satellite dish may not hang out or stick out over the Common Elements. A satellite dish may not hang out or stick out beyond the footprint of the Unit or Limited Common Elements. A satellite dish may not be installed on an air conditioner or air conditioning pad.

15. No window air-conditioning units may be installed by Unit Owners or occupants.

16. Children are the direct responsibility of their parents or legal guardians, including full supervision of them while at the Condominium and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises by children will not be tolerated.

17. Observance of Laws. All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to the Common Elements or any Unit shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

18. Improper Use. No improper, hazardous or unlawful use shall be made of the Common Elements or any Unit. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

19. Nuisance. No obnoxious activity shall be carried on at any Unit or in or about any portion of the Condominium. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Units or the surrounding areas. Nothing shall be done within the Common Elements or any Unit which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or his family members, guests, invitees and tenants using any portion of the Condominium.

20. Disturbance. No loud noises or noxious odors shall be permitted. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels, which shall disturb others.

21. **SUBJECT TO PRIOR ASSOCIATION APPROVAL**, Passenger automobiles, sport/utility vehicles, passenger pickup trucks and vans(used for personal transportation and not commercially), and motorcycles, that do not exceed the size of

one parking space may be parked in the areas provided for that purpose. The Owners and/or occupants of a unit are limited to parking two vehicles at the condominium. Commercial vehicles, trucks other than passenger pickup trucks referred to above, campers, motor homes and trailers, boats and boat trailers are prohibited unless prior written approval from the Board of Directors is obtained and only to the extent of such approval. Bicycles and mopeds will be parked only in the bike storage areas or otherwise as may be designated by the Directors. Commercial vehicles used by vendors of the association while engaged in work at the condominium are exempt from prohibitions.

No repair of vehicles shall be made on the Condominium Property. Disposal of drained automotive fluids is not allowed at the Condominium.

Vehicles which cannot operate under their own power are prohibited. Vehicles without current registration or current insurance are prohibited. Such inoperable, unregistered or uninsured vehicles which remain within the Condominium for more than forty-eight hours after being tagged, shall be towed at the vehicle Owner's expense. The Association may require an Owner or tenant to show that a vehicle is operable, and has current registration and insurance.

22. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise. Unreasonably load stereo volume is prohibited, particularly use of load subwoofer speakers which can be heard outside the vehicle.

23. No Owner shall keep any vehicle at the Condominium, which is deemed to be a nuisance by the Board.

24. Pets. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium except in accordance with the following Rules, in addition to any applicable terms of the Declaration:

- (a) A maximum of TWO (2) pets may be kept in a Unit. The only pets that are allowed are dogs, ordinary household-type cats, fish or caged domestic (household-type) birds. Unusual pets shall not be kept, raised, bred or maintained. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as common household pets, such as poultry, livestock, large reptiles, felines other than house cats, canines other than dogs, rodents, birds and other creatures not maintained in a terrarium or aquarium. Pit bull dogs or mixed breed variants of pit bull dogs are prohibited. If there is a question, whether a dog shall be considered a pit bull dog, the Board's determination shall be conclusive. The maximum mature weight of any animal is 40 pounds. Association approval is required for any animal the mature weight of which is over 40 pounds. The Owner and tenant are required to keep the pet's

conditions sanitary. The Owner and tenant shall not allow a nuisance or unreasonable disturbance to be created.

- (b) The breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.
- (c) Pets shall not be left unattended outside the Unit. No pet shall be kept tied up outside of a Unit or in any covered or screened porch or patio, unless someone is present in the Unit.
- (d) All dogs and cats shall be walked on a leash no longer than 10 feet long and in full control by their owners at all times. Any pet shall be carried or kept on a leash no longer than 10 feet long when outside of a Unit. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium. Pets shall only be in the walkways or hallways of the building as a means of direct ingress or egress to and from its Owner's Unit and the service elevator.
- (e) Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Common Elements. The Owner or other person walking the pet shall carry a bag for the proper disposal of the pet's fecal matter at all times while walking the pet.
- (f) All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
- (g) No Owner shall inflict or cause cruelty upon or in connection with any pet.
- (h) Guests are not permitted to bring dogs or cats to the Clear Lake Condominium except for guests staying in the Unit with the Owner(s) or tenant(s) of the Unit where the Owner(s) or tenant(s) are present. However, the Owner(s) of the Unit where the guest(s) are staying shall at all times be responsible for compliance with this pet rule and shall be strictly liable for all injury to any other person from the pet.
- (i) Owners shall not allow a pet to create a nuisance or become a nuisance as may be determined by the Board of Directors of the Association in its sole discretion. The term nuisance in this paragraph shall include but not be limited to aggressive behavior and disturbances to other residents by barking, howling and other sounds. Further, the Owner(s) of a Unit where a pet is residing or is visiting shall properly maintain the pet's living conditions in the home to prevent an unsanitary condition from developing.

- (j) The Owners and tenants of the Unit where the pet resides or is visiting shall be strictly liable for all injury to any other person or property from the pet in the Clear Lake Club Condominium. The Owners of the Unit where the pet resides or is visiting shall indemnify and hold the Association harmless against any and all claims, liabilities, demands, debts, obligations, costs and expenses (including all attorneys' fees and costs at all levels trial and appellate) which may be sustained by or asserted against the Association and/or the members of its Board of Directors by reasons of acts of said pets committed in or about the condominium.
- (k) If a pet becomes a nuisance as may be determined by the Board of Directors of the Association in the Board's sole discretion or if the Owner repeatedly fails to abide by the rules regarding pets, then the Owner shall permanently remove the pet from the Unit and the Condominium. This remedy is in addition to all other remedies available to the Association.

25. Owners Having Work Done in or on Units. All persons performing work in or on a Unit shall, prior to commencing work, go to the Association office and present proof of liability insurance and workman's compensation insurance to the Association manager or Association staff person at the office. This includes all persons performing cleaning, maintenance, repairs or other work in or on a Unit. The Owner of the Unit is responsible to ensure compliance with this requirement.

26. Recreational Facilities:

- (a) With respect to the use of recreational facilities, an Owner shall be held responsible for the actions and conduct of his family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
- (b) Any damage to recreational facilities or equipment therein, which is caused by any Owner or family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner.
- (c) The use of the recreational facilities by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited.
- (d) Use of the recreational facilities shall be at the risk of those using the premises and not, in any event, the risk of the Association or its manager. The Association does not provide any lifeguard or attendant. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the recreational facilities regardless of where such property is kept, checked, left or stored on the premises.

- (e) Residents shall accompany their guests, invitees or tenants to the recreation areas.
 - (f) Pets shall not be permitted in the recreational facilities.
 - (g) It is prohibited to litter or cause debris to be put in any of the Common Elements or recreational facilities. Owners, their family members, guests, invitees and tenants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities.
 - (h) No personal articles shall be allowed to stand overnight in any of the recreational facilities and Common Elements.
27. Pool Area Use:
- (a) **THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK.** The Association and its Board of Directors assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool and/or the pool area. Persons using the pool or pool area agree not to hold the Association or the Board of Directors liable for actions of any nature occurring within the pool area.
 - (b) Pool hours are from 7 a.m. to 10 p.m. At no time shall use of the pool be permitted which is deemed disruptive to the peaceful enjoyment of those residents living adjacent to the pool area.
 - (c) All persons 16 years of age and under must be accompanied by an Owner or supervising adult over the age of 18. No person under 16 years of age is permitted in the spa/Jacuzzi.
 - (d) Wheelchairs, strollers, child waist and arm flotation devices shall be permitted in the pool area. No rafts and/or similar flotation devices shall be permitted in the pool area.
 - (e) There shall be a maximum of two (2) guests per family using the pool facilities at one time unless prior written approval is obtained from the Association Manager.
 - (f) No nude swimming shall be allowed at any age. Anyone wearing diapers must wear protective, leak-proof pants. Proper swim attire must be worn in the pool. No jean type shorts shall be allowed in the pool. No intoxicants or smoking shall be permitted on the pool deck.

- (g) No roller skates, skateboards, roller blades, bicycles, scooters, or scuba equipment shall be permitted.
- (h) No dunking, rough play, profane language, diving, jumping, running, or pushing shall be permitted in the pool or pool area.
- (i) No radios, tape or CD players or portable televisions shall be permitted in the pool area without the use of headphones.
- (j) Use of the pool is a privilege and right of every member. Misuse of the pool area may result in fine and or the loss of privileges of common areas.
- (k) All users shall shower before entering the pool.
- (l) No soaps or shampoos shall be used at the pool side shower or in pool.
- (m) Persons wearing bandages shall not use the pool.
- (n) Persons having any communicable disease or infections of any type (such as strep, intestinal infections, flu, pink eye, conjunctivitis, etc.), open sores, colds, coughs or inflamed eyes shall not enter the pool.
- (o) No glass containers or other breakable objects shall be permitted in the pool area.
- (p) All belongings shall be removed when the user is leaving the pool area. The Association and its Board of Directors shall not be responsible for any belongings lost or stolen.
- (q) All rubbish, garbage, trash, refuse or other waste materials shall be placed into proper containers around the pool area provided for this purpose or removed from the pool area.
- (r) No food or alcoholic drinks are permitted on the pool area.
- (s) No animals are permitted within the fenced in area of the pool (except seeing-eye dogs in accordance with the dog performing its official duties while in the fenced in area of the pool).
- (t) Pool furniture and equipment shall not be removed from the pool area, reserved for anyone not in the pool area, modified, altered or changed in any manner,
- (u) Pool furniture shall be returned to an orderly position after use. Umbrellas must be lowered when not in use.

- (v) Towels shall be placed on pool furniture before sunbathing.
 - (w) At no time shall life saving devices (preservers, shepherd's hook, etc.) be used for play. They are for emergency use only.
 - (x) Use of the pool area shall also be governed by all other applicable Rules and Regulations adopted by the Board of Directors.
28. Rules for Use of Clubhouse Exercise Room:
- (a) All equipment shall be used at the risk of the person exercising.
 - (b) No persons under the age of eighteen (18) shall be permitted to use the facility.
 - (c) Athletic shoes and shirts shall be worn at all times,
 - (d) As a courtesy to others, people exercising are requested to allow others to work in with them.
 - (e) A 30 minute time limit shall apply on all cardio-vascular equipment when someone is waiting.
 - (f) Equipment shall be wiped down after use.
 - (g) The exercise room shall be closed during hours that the Clubhouse has been properly reserved.
 - (h) Persons using the exercise room are advised to properly stretch and warm up before use.
 - (i) It is recommended that you work out with a buddy, in case you need help for any reason. There is no attendant at the exercise room.
 - (j) No signs, notices or photos shall be posted on any of the walls or windows of the Clubhouse other than on bulletin boards, if made available by the Association for that specific purpose.
 - (k) Residents have the right to quiet enjoyment of the exercise room without being forced to listen to another resident's music. Radios, IPods, MP3 players and other music or voice producing devices may only be used in the exercise room if the listener uses headphones and all sound produced is confined only to the listener through the headphones.
 - (l) Use of the exercise room shall also be governed by all other applicable Rules and Regulations adopted by the Board.

29. Leasing:

- (a) No Owner may lease the Owner's Unit during the first two (2) year period of ownership measured from the date the Owner received title to the Unit. After the first two (2) year period of ownership, an Owner may lease the Owner's Unit subject to the tenant approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations. If a Unit is leased, and the Owner seeks to sell or otherwise convey the Unit, the Owner shall, prior to closing and conveyance of the Unit, terminate the lease and remove the tenant(s). A purchaser may not purchase a Unit subject to an existing lease, because purchasing a Unit subject to a existing lease would violate the prohibition on leasing during the first two (2) year period of ownership. There shall be no subleasing. No rooms may be rented.

**** Paragraph 20(a) is only enforceable when Clear Lake Club Condominium Association Buyers and Owners qualify for conventional condominium financing or the property is 51% or more, occupied by unit owners. ****

- (b) If the Association disapproves a lease, the Association shall notify the Owner(s) in writing of the disapproval, and the lease shall not be made. The Association shall act reasonably and may disapprove a lease only for good cause. The Board shall consider the following factors as constituting good cause for such disapproval of a proposed lease:
- (1) The applicant or any intended occupant of the Unit has been convicted of, pled guilty or pled no contest to a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude, or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;
 - (2) The applicant or any intended occupant of the Unit is a registered sex offender;
 - (3) The applicant has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligation to the Association;

- (4) The application for approval on its face indicates that the applicant or any intended occupant of the Unit intends to conduct himself or herself in a manner inconsistent with the Declaration or rules and regulations. By way of example, but not limitation, an Owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;
 - (5) The applicant or any intended occupant of the Unit has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other associations, or by his or her conduct in the Clear Lake Condominium as a tenant, Owner or occupant of a Unit;
 - (6) The applicant failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;
 - (7) The Owner requesting the lease has had fines assessed against such Owner which have not been paid; or
 - (8) All assessments and other charges against the Unit have not been paid in full.
- (c) A tenant leasing a Unit is deemed to have agreed to observe and comply with all statutes, ordinances, and the governing documents and rules and regulations of the Association. When Owner(s) submit an application to lease the Unit, the Association may require the prospective tenant(s) and the Owner(s) to sign an agreement specifically agreeing to comply with all statutes, and the governing documents and rules and regulations of the Association.
- (d) The Owner and Owner's tenants shall be jointly and severally liable to the Association for all damage to persons and property caused by the Owner's tenant or any family members, guests, or invitees of the tenant.

30. Every Owner, tenant and occupant shall comply with these Rules and Regulations, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner, tenant or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association,

a fine or fines may be imposed upon an Owner for failure of an Owner, or such Owner's family, guests, invitees, or tenants, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws.

Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

Fines shall be paid not later than 30 days after notice of the imposition thereof.

All monies received from fines shall be allocated as directed by the Board of Directors.

These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

31. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown the sole opinion of the Board.

32. Responsibility. With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of his family members, guests, invitees, tenants, contractors and other persons for whom they are responsible, as well as for the actions of persons over whom they exercise control and supervision.