

**RULES AND REGULATIONS
OF
THE LANDINGS AT BELLE RIVE CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the authority vest in the Board of Directors of The Landings at Belle Rive Condominium Association, Inc. (the "Association") the following Rules and Regulations of The Landings at Belle Rive Condominium ("Condominium") have been adopted by the Board of Directors of the Association (the "Board") to govern the use of the Condominium Property (the "Condominium Property") as defined in the Declaration of Condominium for The Landings at Belle Rive Condominium (the "Declaration").

1. Enforcement

- a. All violations of these Rules and Regulations (these "Rules") shall be reported immediately to a member of the Board, and Association officer and/or the Condominium Association Manager (the "CAM"). Disagreements concerning the proper interpretation and effect of these Rules shall be presented to and determined by the Bard, whose interpretation of these Rules shall be dispositive.
- b. In the event that any person, firm or entity subject to these Rules fails to abide by them, as they are interpreted by the Board, they shall be liable to be fined by the Association for each such failure to comply or other violation of these Rules. Such fine which shall not exceed One Hundred and no/100 Dollars (\$100.00) for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium as defined in the Declaration. A fine may be levied on the basis of each day for a continuing violation, provided that no such fine shall in the aggregate exceed One Thousand and no/100 Dollars (\$1,000.00). Nothing herein shall be construed to prohibit the Board from bringing an action at law or in equity, in the name of the Association, to enforce these Rules, including the provision herein for fines. In the event any such action is instituted and reduced to judgment in favor of the Association, the Association shall be entitled to recover its costs and attorneys' fees incurred in enforcing these Rules.
- c. Prior to the imposition of any fine, an alleged offending party shall be given written notice (the "Notice") of the violation and a reasonable opportunity for a hearing before a committee of not less than three (3) and not more than five (5) Unit Owners appointed by the Board (the "Rules and Compliance Committee", referred to herein as the "Committee"). The Notice shall be sent certified mail, return receipt requested to such person at the last address on record at the Association for such person. The Notice shall (i) specify the provision of the Declaration, Articles of Incorporation of the Association, Bylaws of the Association and/or these Rules which are alleged to have been violated, (ii) include a short and plain description of the alleged violation(s), and (iii) state the date, time, and place at which the Committee shall conduct a hearing with

respect to the alleged violations. Such hearing shall be conducted not less than 14 days after the date the Notice is mailed.

- d. At the hearing, the party against whom the fine is proposed to be levied shall have an opportunity to respond, present evidence, and to provide written and oral argument on all issues involved and shall further have an opportunity to review, challenge, and respond to any material considered by the Committee in making its determination that violations have occurred. Following such hearing, the Committee's decision with respect to the imposition of a fine shall be dispositive.
2. Use of the Common Elements. The Common Elements of the Condominium (the "Common Elements") as defined in the Declaration, are for the exclusive use of the condominium unit owner/tenant and their immediate families, and resident house guests accompanied by a Unit Owner, tenant or member of the immediate family. No other person shall be permitted to use the Common Elements without prior written consent of the Association.
 3. Noise. All noise, including without limitation, talking, singing, television, radio, computers and equipment playing recorded music and musical instruments, shall be kept at such volume level that the noise is not audible outside of the boundaries of the Unit in which it originates. With respect to flooring, there shall be required soundproofing material in the nature of ½ inch cork or equivalent material when tile or other hard surface flooring is installed over living areas of other units in order to reduce sound transmission between units. The foregoing shall not apply to bathrooms, kitchens, utilities area and foyer.
 4. Children. Minor children shall not be left unattended on or about the Condominium Property, and must be under reasonable supervision by a responsible adult.
 5. Pets. No Owner or occupant may keep any pets other than domesticated household pets on any portion of the Condominium, and no Owner or occupant may keep more than two household pets per Unit. No Owner or occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors. The Board may designate certain areas of the Common Elements as designated dog walking areas. Any feces left upon the Common Elements by pets must be removed immediately by the owner of the pet or the person responsible for the pet. Each Owner shall register each pet with the Association.
 - a. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, present an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

- b. Any Owner or occupant who keeps or maintains any pet upon the Condominium Property shall be deemed to have agreed to indemnify and hold the Association, its Directors, Officers and Agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. Unit Owners maintaining pets on the Condominium Property, shall be responsible for, and bear the expense of any damage to persons or property resulting therefrom. The extent of any such damage and the charges necessary to rectify the damage shall be determined by the Board and collected by the Association.
6. Screened Porches, Landings and Patios
- a. Screened Porches. In order to maintain aesthetic appearance and uniformity throughout the Condominium Property, there shall be no shades, blinds, curtain, sheets or window coverings of any type or material installed or hung to block the sun or view through the screens on screened porches, except blinds within the brown/tan family of colors, manufactured for outdoor patio use, in good repair, and covering substantially the entire height and width of the screened panel. Multiple blinds may be used to cover a single screened panel.
 - b. Landings and Patios. Landings and patio are located in Phase I. For purposes hereof, a "landing" is the open area with a railing located at the end of the stairway and adjacent to the front door of a 2nd floor unit. A "patio" is the open area located below a landings, at the end of the sidewalk and adjacent to the front door of a ground floor unit.
 - c. No Alterations. Screened porches, landings and patios shall not be altered from the condition in which originally constructed, including, without limitation, enclosure, alteration by painting, screening or installation of reflective material.
7. Windows, Ledges and Doors
- a. Windows & Ledges. Nothing shall be dropped, thrown, swept or otherwise expelled from any window. No plants, pots, receptacles or other decorative articles shall be kept placed, hung or maintained on any railing, ledge, or ceiling structure above landings or patios, except for those flags as permitted by Section 718.133(4), Florida Statutes. All blinds must be in good repair.
 - b. Hurricane Shutters. Upon issuance of hurricane warnings, standard hurricane shutters or panels, as approved by the Board, may be installed by Unit Owners on their Unit. Such shutters shall be removed as soon as possible after hurricane conditions have abated.
 - c. Doors. Front doors in Phase I of the Condominium shall be painted black. All Unit Owners may install at their expense, a metal security door or storm door in the front entrance to the Unit. The Security or storm door must be black in color.
 - d. No Alterations. Except as permitted herein, windows and doors shall not be altered from the condition in which originally constructed, including without

limitation, alteration by painting, screening or installation of reflective materials... "any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutter which are lined, backed, covered or painted on the side visible from the exterior with a white or cream colored material;..."

8. Obstructions

- a. There shall be no obstruction or cluttering of the Condominium Property, including without limitation, sidewalks, driveways, vehicle parking spaces, lawns, entrances, stairways, or other Common Elements. In Phase II only, portable basketball goals are permitted. The basketball goal must be confined to the Unit Owner's driveway and the netting must be non-metallic in order to minimize the noise when a goal is made.
 - b. In order to provide unrestricted ingress and egress to Units for emergency personnel and others, there shall be maintained an unobstructed access area of a minimum of feet wide including sidewalk to doors and sidewalk to stairs to doors. There shall be no objects located with such access area.
 - c. Except for the unobstructed access way required as set for the above, complimentary outdoor patio furniture scaled to fit the area, floor plants, and electric (NO OPEN FLAME) grills may be kept on the landings, patios and screened porches. Electric grills used on the landings must be stored when not in use. Per the Florida Fire Prevention Code and Duval County Ordinances N.F.P.A. 1 Chapter 10 Section 10.11.7 States "for other than one and two family dwellings, no hibachi, gas fired grill, charcoal grill or other similar devices used for cooking, heating or any other purpose shall be used or kindled on any balcony or under any overhanging portion or within 10 feet (3 Meter) of any structure. Any portion of the property that is maintained by the Association is considered common element is the property of the Association which means that you may not grill on your driveways, walkways or in the grass behind a building.
 - d. All loose or movable objects shall be removed from screened porches, landings and patios upon notice by public authorities of an approaching hurricane or other inclement weather characterized by conditions of high wind.
9. Stairwells. The area beneath the stairway in the buildings located in Phase I of the Condominium is a Common Element. However, the ground level Unit Owner shall have a revocable license to use such area for storage purposes.
- a. It is intended that the storage space be used for items such as sporting goods, hardware and seasonal decorations. No items may be stored beneath the stairway which may pose a danger to persons or property. Prohibited items include, without limitation, flammable materials, paint, paint thinner, weapons or ammunition of any type, planting materials such as potting soil and fertilizer, aerosol cans, trash and appliances.

- b. A door may be installed by the ground level Unit Owner at the Owner's expense to enclose such space (a "Stairwell Door"). The Stairwell Door must be black and of the same size and materials as the front door to the Unit. The Association office will maintain a written description of the criteria that must be met for Stairwell Doors, including without limitation, the materials from which the door is made, size and paint color, and examples of acceptable doors that are currently in use on the Condominium Property. Any such doors already in existence shall be inspected by members of the Committee and/or Association management. If such doors do not meet the criteria, notices as to violations shall be sent to Unit Owners as appropriate. The Unit Owner will be given 45 days from the date of the notice to install a door that is in compliance with the criteria. If the Unit Owner fails to timely comply, the Association management shall cause the door to be removed at the Unit Owner's expense.
 - c. If a Unit Owner chooses to install a lock on the Stairwell Door, a key to the lock will be given to the Association management at the time of such installation, such key to be kept with the key to the front door of the Unit.
 - d. Such storage areas shall be subject to spot inspection by the Association management at any time. If prohibited items are found, the Unit Owner shall be given written notice that their license to use the storage area has been permanently revoked. Any lock on the door will be removed or changed, with the cost thereof being assessed to the Unit Owner. If the Association determines that the Unit Owner is continuing to use the storage area after such revocation, such use shall be treated in the same manner as a violation of these Rules and handled in accordance to Paragraph 1 above.
10. Damage to Condominium Property. There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Nothing shall be done within a Unit or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Property which is to be maintained by the Association. No hooks, nails, screws or other objects may be installed in the exterior walls, support posts, railings or ceiling structures above landings and patios of a Unit, except as permitted by Section 718.113(4), Florida Statutes. Unit Owners shall be held responsible for, and shall bear the cost of repairs for any damage to the Condominium Property caused by the Unit Owner, tenants, guests or invitees, or by the transport of household furnishings or other objects to or from their Unit.
11. Refuse. All refuse, waste, bottles, cans, newspapers, magazines and garbage shall be deposited in the dumpster facility located on the Condominium Property. No such trash or garbage shall be place outside the Unit or left on the pavement adjacent to the dumpster. Do not throw thrash in the cardboard container. If you need to leave items in the bulk pick up area you must contact the management office to get confirmation number and to pay \$15.00 for the pick-up. NO TIRES, BATTERIES OR PAINT ARE ALLOWED IN THE COMPACTOR, CARDBOARD CONTAINER AND BULK PICK UP AREA.

12. Guests. Unit Owners shall notify the Association by written notice in advance of the arrival and departure of guests or family members who have permission to use a Unit in the Unit Owner's absence. No person under twenty one (21) years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.

13. Parking

- a. Each Unit in Phase I has one reserved parking space assigned to it, designated by the unit number painted on the paving. Each Unit in Phase II has two reserved parking spaces assigned to it, deemed to be the garage and the driveway in front of the Unit. Buildings 40, 46 and 48 in Phase II have no garages or driveways so their reserved spaces are designated by the unit number painted on the paving. A parking decal for each reserved space will be issued to the Unit Owner and must be displayed inside the window of the vehicle that will be parked in the reserved space. Unit Owners, tenants and their guests may use non-reserved spaces on a first come, first served basis.
 - b. Vehicles must be parked so as not to impede ingress to or egress from other parking spaces, drives, roads or buildings entryways, and so as not to block fire lanes or fire hydrants. All vehicles must fit within a garage, driveway or the designated surface parking spaces. Vehicles shall not be parked in unauthorized spaces.
 - c. Parking of RVs, boats, ski-dos, trailers, motor homes, campers, or oversized trucks or vehicles are prohibited. All vehicles must fit within a garage driveway or the designated surface parking spaces.
 - d. All vehicles must have a current state issued registration and license plate.
 - e. All vehicles need to be in good repair.
 - f. Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property.
 - g. No Vehicles shall be washed, polished and/or waxed on the Condominium Property except in the specific car wash area that is located on the Condominium Property.
 - h. No ATVs, off-road vehicles, go-carts or similar vehicles may be operated on the Condominium Property.
 - i. Unauthorized vehicles parked in reserved parking spaces, and vehicles in violation of this section are subject to being towed without notice at the owner's expense.
14. Signs. No sign, nameplate, signal, 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 Association.

15. Keys. The Association shall maintain a key to each Unit in the Condominium. No member shall change existing locks or install additional locks without providing a duplicate key to the Association.
16. Condominium Amenities. All Unit Owners and tenants shall have access to use the facilities subject to reasonable rules of use established from time to time by the Board. Unit Owners have been issued a security key for access to the tennis courts. There is a \$50.00 charge for an additional or to replace a lost or stolen key. Unit owners have been issued a swipe card for the swimming pool area and exercise room. There is a \$75.00 charge for an additional or to replace a lost or stolen key. Anyone who is located on or using the facilities at a time or manner not permitted herein is subject to being reported to law enforcement.
 - a. Clubhouse. Unit Owners may rent the clubhouse for private function on a first come, first served basis for \$150.00. Reservations must be made through the CAM at least seven (7) days before the event. A \$300.00 refundable cleaning fee deposit will be due at time of the reservation. If the clubhouse is left in the same clean condition it was at the start of the event, the deposit will be refunded. The use of the clubhouse is limited to the main interior space, kitchen and deck area. Private function attendees are not permitted in the swimming pool area.
 - b. Swimming Pool. The use of the swimming pool is restricted to Unit Owners, tenants and their guest. Guests and children under 16 must be accompanied by the Unit Owner or tenant. Hours of operation and rules of use are posted in the swimming pool area.
 - c. Tennis Courts. Hours of operation and rules of use are posted on the fence surrounding the tennis courts. The gate must be kept locked when not in use.
 - d. Exercise Room. Rules of use are posted in the exercise room.
 - e. Car Wash Facility. The car wash equipment is solely for the use of the Unit Owners and tenants.
17. Compliance with Documents. All Unit Owners and every lessee, guest or visitor of a Unit Owner shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration, the Articles of Incorporation, and the Bylaws and these Rules.
18. Location for Posting Notices. All notices of Unit Owner meetings and meetings of the Board shall be posted at the entrance to the Clubhouse and at each US Mail kiosk located on the Condominium Property.
19. Rule Changes. The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the Units and their occupants, to promote cleanliness and good order of the Condominium Property and to assure the comfort and convenience of Unit Owners; provided, however, such

changes shall not contravene any portion of the Declaration of Condominium or the Articles of Incorporation or Bylaws of the Association.