

Fourth Street Condominium Association, Inc.
A Florida Corporation Not-For-Profit
Modified Excerpt of the Articles
Please consult the recorded documents for the un-modified version.

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Section 1. Each unit owner in this Condominium shall, if requested, accept nomination and agree to serve, if elected, as a member of the Board of directors of the Condominium Association.

Section 2. Each unit owner shall promptly pay the assessment levied by the Association.

Section 3. In no event shall occupancy (except for occasional rental or temporary occupancy of guests) exceed two (2) person for a one (1) bedroom residential condominium unit or four (4) persons for a two (2) bedroom residential condominium unit. Under no circumstances may more than one (1) family reside in a residential condominium unit at one time. Families or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, children, and grandchildren. Without limiting the generality of the paragraph, units shall be occupied by no more than five (5) persons, including children, if the same is being used as a vacation rental unit as hereinbefore defined.

Section 4. Parking spaces may be used only for the parking of passenger cars, station wagons, bicycles or tricycles. All other vehicles shall be permitted to be parked only upon the written approval of the Association. Boats shall be permitted to be parked only in designated parking areas and if said areas are not so designated, said boats shall be permitted to be parked only with the written approval of the Association.

Section 5. No nuisances shall be allowed upon the condominium property nor any use of practices that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by it residents.

Section 6. No unit owner shall annoy others with unreasonable noises or orders.

Section 7. All parts of the condominium shall be kept in a sanitary and clean condition and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist.

Section 8. No electrical device creating unusual electrical overloading or interference with radio or TV sets or others may be used in the units or common elements without the permission of the other unit owners.

Section 9. All garbage must be placed in plastic bags and sealed before depositing said garbage directly into the dumpsters. Boxes or bulky containers must be broken and compacted before depositing same in dumpsters. The unit owners, tenants, and guests shall deposit all garbage in the dumpsters or other trash collection facilities provided by the Association and shall be prohibited from placing private garbage cans on the common elements.

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Section 10. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part of it and all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 11. No unit owner shall show any sign, advertisement or notice of any type on the common elements or his unit. There shall be no "For Sale" or "For Rent" or signs in any form or size placed inside or outside of the windows of a unit or attached to the curtains or blinds or any part of the interior or exterior of the condominium unit or on the common elements. The Association can post a sign for the purpose of unit owners selling or renting their units and said sign shall be erected in an area designated by the Association.

Section 12. Children of any age shall be permitted to permanently reside on or visit the premises. All such children shall be under the control of a responsible adult when occupying or using common areas.

Section 13. Each unit owner is responsible for the leasing or rental of his unit and acknowledges that no representations have been made by the Developer or the Associations or any member thereof regarding the feasibility of the purchase of his unit for an investment or lease purpose.

Section 14. Each unit may have cable TV, if available, which shall constitute a limited common element. There shall not be any exterior antenna for either radio or TV or for any broadcasting or receiving equipment. The cost of the *basic* cable TV can be charged to the Association if approved by the Association, and each unit will be responsible for reimbursement of the monthly charge for each activated unit within his apartment, but any additional charges for becoming a member of Home Box Office or other similar broadcasting system or any *additional premium channels* shall be billed directly to the unit owner and not collected by the Association. If cable TV is not available the Association shall have the right to erect and maintain a master antenna system and include cost of same in the annual budget.

Section 15. Unit owners may keep dogs (weighing 20 pounds or less), cats or other household pets provided that they are not kept, bred, or maintained for any commercial purposes and so long as said pets do not constitute a nuisance to the other unit owners. Dogs must remain on a leash when outside the condominium unit. *In accordance with city ordinances all pet owners must pick up after their pets.* In the event the unit owner of said pet(s) receives written notice from the Association that his pet constitutes a nuisance, for any reason whatsoever, the owner of said pet(s) shall immediately remove them from the condominium property. *Section omitted.*

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Section 16. No unit owner shall place or install any colored, reflecting nor solar material on any windows without written approval of the Association. All shades, Venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be of neutral or off-white color. Unit owners shall be allowed to place screens, жалousies, or other enclosures on balconies or other parts of the building where such areas are deemed to be limited common elements, provided that said improvements are uniformly constructed and installed with prior written approval of the Association and in accordance with the plans and specification of the Association. Replacement of said screens or жалousies shall be at the expense of the unit owners.

Section 17. No use of the condominium property shall be made which violates any of the terms or conditions contained herein or that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

Section 18. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, lessees or vacation rental tenants, but only to the extent that such expensed is not met by the proceeds of insurance carried by the unit owner or the Association.

Section 19. No window air conditioning units, window fans, or exhaust fans shall be installed in a unit.

Section 20. No rugs or mops shall be shaken or hung from or on any of the windows, doors, deck railings, or balconies. No clothes, sheets, blanket, towels, bathing suits, laundry or any other kind of articles shall be hung out of a unit or exposed on the common elements.

Section 21. Sidewalks, balconies, and entrance ways shall be kept clear of all obstructions at all times.

Section 22. Each unit owner shall permit the Board of Directors of the Association, or any of them, or the agents and employees of the Association, to enter the owner's unit for the purpose of maintenance, inspection, repair and replacement of improvements made in accordance with the requirements of this Declaration.

Section 23. Reasonable, uniform rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors and/or members of the Association, in the manner provided by the Articles of Incorporation and/or these By-Laws. Copies of such rules and regulations and amendments shall be furnished to all unit owners and residents of the condominium upon request. Each unit owner shall conform to and abide by the Bylaws and uniform rules and regulations of the Association which have been or are adopted concerning the

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condominium property and each unit owner shall see that all persons using the owner's property, by, through or under him does likewise.

Section 24. In any proceeding arising because of the alleged failure of a unit owner to comply with the terms of this Declaration as it may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded by the Court.

Section 25. The failure of the Association to enforce any covenant, restriction or other provision of this Declaration shall not constitute a waiver of the right to do so thereafter.

In Addition

I. Approval of Sales and Rentals

Our condominium documents state that all proposed sales and rentals must have the prior approval of the Association. This rule is important for two reasons: 1) it enables the Manager to run a criminal background check, and 2) it makes new residents aware of our rules BEFORE they move in. Recently, some owners have ignored the application requirement and either sold or leased their units without prior approval. This has resulted in increased violations of the Rules and Regulations pertaining to such issues as occupancy limitations.

Therefore, the new rule regarding approval of sales and rentals is as follows:

1. Application forms are available from the Manager and must be submitted no less than ten (10) days prior to closing or lease commencement. No owner/tenant may move in until they receive written approval of the Manager. This rule applies to all owners/tenants regardless of whether they are currently owners/tenants.
2. An application fee of \$100 and a copy of the purchase contract or signed lease must be delivered with each application. Financial terms may be redacted at the owner's option. The application fee covers the cost of a background check, credit check, copy of rules, and administrative costs. No application fee will be required and no background or credit checks will be run for current owners/tenants if all 3 of the following statements are true:
 - a. an application has been approved previously,
 - b. there has been no enforcement action against the individual by the Association for violation of Rules and Regulations, and
 - c. the Manager has no actual knowledge of any arrest or criminal enforcement action against the individual since the previous application.

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3. Prior to final approval, prospective owners/renters are required to meet with the Manager, by appointment only, to discuss and receive a copy of the rules of the Association, for which they must sign a receipt. Any tenant who is not fluent in English must be accompanied by a translator. The requirement of a meeting will be waived for current owners/tenants who meet the criteria set out in 2 a, b, and c above.
4. All owners/tenants approved by the Manager will be ratified by the Board of Directors at their next meeting.
5. Any Owner who fails to comply with this rule will be required to submit a remedial application within two (2) days after notice along with an application fee of \$200, which fee shall increase by \$10 per day thereafter. If the application is not made, the fee not paid, or the proposed owner/tenant is not approved, the unit owner must vacate (in case of a sale) or must take all necessary steps to immediately remove the tenant at the owner's sole cost and expense (in case of a rental), and shall pay to the Association a fine of \$5 per day for such owner/tenants in residence more than 30 days after notice to remove. If the Owner fails to move or to remove the tenant from the premises and the Association is required to do so, in addition to the fine of \$5 per day, the unit owner will be responsible for all costs and fees incurred by the Association, including but not limited to reasonable attorneys' fees and costs.
6. All leases must contain:
 - a. Term of lease
 - b. Names of all occupants
 - c. Number of occupants
 - d. Pet information
 - e. Requirement of Association approval prior to move in
 - f. Obligation of tenant to abide by Association Rules and Regulations

2. Access To Units for Pest Control and Emergency; Keys

Our condominium documents require that a key be delivered to the Manager whenever locks are installed/changed for any reason whatsoever. This rule is important so that we can provide adequate pest control service and in case of emergency such as a fire or a burst water pipe that is leaking into an adjoining unit. Unfortunately, many owners have ignored this rule. A list of units for which the Manager lacks working keys is attached..

Therefore, the new rule regarding keys is as follows:

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1. On or before April 1, 2007, each owner shall deliver directly to the Manager working keys for all locks on his/her unit(s) attached to a tag with the number of the unit. The Manager will give the owner a receipt for the key(s). If keys must be sent by mail, a courier service such as UPS or Fed Ex must be used in order to evidence receipt. The keys will be kept in a secure cabinet to which only the Manager and government emergency personnel will have access.

2. The Manager will note on every pest control day the units for which the keys in his possession do not open the door, and will thereafter employ a locksmith to open those units and rekey the locks. The Manager will personally supervise all lock changes. The owner of a unit for which locks have been rekeyed must reimburse the Association for the cost of the locksmith and three (3) keys. Upon payment of the costs, tenants and owners may obtain two (2) keys from the Manager by appointment during regular business hours.

3. Owner and Tenant Contact Information

From time to time it is necessary for the Manager to contact an owner or a tenant. Please consult the attached list and provide the Manager with the requested information.

4. Owner Repairs

The Manager is receiving an increasing number of complaints concerning a lack of repairs in one unit causing problems in an adjoining unit or throughout an entire building. A recent high water bill caused an expensive and time consuming effort to find and repair leaking faucets. Poor maintenance in second floor units often causes water damage in the units below them.

In keeping with our responsibility to protect the common elements and the property of other unit owners, the Board has approved the following procedure: Once the Manager becomes aware that a lack of maintenance is causing problems outside a particular unit, he will immediately contact the owner or rental agent of that unit. If the repairs are not performed within a time frame established by the Manager, he is authorized to send licensed repairmen into the unit at the unit owners' expense to correct the problem.

5. Garbage and personal property left outside

Parklane presents a much better appearance now that furniture is not allowed outside the units. While the Manager has been keeping the occasional chair, table, or other personal items picked up, he has reported that several residents insist on leaving garbage outside their doors. He also reports having had an argument with one tenant that ignored his request to remove a bag of garbage. Not only is this practice unsightly, but more importantly it creates a health risk by attracting vermin and insects that spread disease.

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Effective immediately the Manager will remove any garbage found outside units, and a fee of 25.00 per occurrence will be charged back to the unit owner from whose door the garbage was removed.

6. New Designated Location for Discarded Furniture

One of the major problems at Parklane is the dumping of furniture at the two dumpsters. The Board has authorized the Manager to construct a small wooden enclosure on the west end of the north parking lot to be used exclusively for discarded furniture. Tenants and owners wishing to dispose of furniture must place such articles within this enclosure and immediately notify the Manager who will arrange for collection services. Violations of this procedure will result in legal action being brought against the unit owner.

Pool rules are posted and must be obeyed.

Illegally registered or parked are subject to be towed without notice. Trailers and trucks larger than pickup trucks are prohibited from the parking lot.