

RULES AND REGULATIONS OF
THE COLONY AT SAN JOSE CONDOMINIUM ASSOCIATION, INC.

In addition to the provisions of the Declaration of Condominium of THE COLONY AT SAN JOSE, A CONDOMINIUM (the "Declaration"), and the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of The Colony at San Jose Condominium Association, Inc., the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Directors, shall govern the use of Units, Common Elements and other property owned by the Association or subject to use rights held by the Association ("Association Property"), and the conduct of all Unit residents, whether Unit Owners, approved lessees, or the guests of Unit Owners or lessees. All defined terms herein shall have the same meaning as in the Declaration, Articles and Bylaws.

(1) In order to enhance the beauty of the building and for safety purposes, the sidewalks, and all similar common areas, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. Bicycles may be kept on patios and balconies, but not leaned against railings or screens or left in courtyards or hallways.

(2) Unit owners shall store personal property within their respective Units and designated storage areas, if any.

(3) No garbage cans, supplies, milk bottles, or other articles shall be placed on balconies, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any such balconies or part of the Common Elements or Association Property. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common Elements and Association Property shall be kept free and clear of rubbish, debris, and other unsightly material.

(4) So as to maintain the cleanliness of the Condominium Property, no Unit Owner shall allow anything whatsoever to fall from the window, balcony, or doors of his Unit, nor shall he sweep or throw there from any dirt or other substances upon the grounds.

(5) No vehicles other than automobiles, and/or allowable motorcycles shall be permitted to park within the Condominium Property, except for the purpose of making deliveries or providing repair services to a Unit. For purposes of this rule, "automobile" includes any type of allowable van, or truck, such as a pickup truck. No other vehicle or equipment of any kind, whatsoever, including, but not limited to, commercial work trucks, delivery vans, boats, boat trailers and campers shall be parked, maintained, stored or otherwise kept within the designated parking areas or on any other portion of the Condominium Property at any time whatsoever. Additional violations are roof ladders, expired tags, non-resident/abandoned vehicles, interfering with business, suspected stolen, or illegally parked. All parking of allowable vehicles for or on behalf of a Unit Owner shall only be in the assigned parking spaces. Guests should park in other available areas or in front of Clubhouse. No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours. No vehicles shall be repaired within the Condominium Property, except in emergencies, and except as otherwise provided in the Declaration.

(6) In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Condominium Property by any Unit Owner at any time for any purpose. No Unit Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

(7) In order that all Unit Owners may have the quiet enjoyment of their property, no Unit Owner shall make or permit any disturbing noises on the Condominium Property or Association Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Unit Owners. No Unit Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his Unit in

such a manner as to disturb or annoy other Unit Owners. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

(8) No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed on the roof or exterior walls of a Building without the written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration mounted on steel supports located in locations specified by the Association professionally installed with supervision by the Association. All removals, or the carrying in or out of any freight, furniture, or bulky matters of any description must take place during the hours which the Board of Directors or its agent may determine from time to time. The moving of fixtures or bulky matters of any kind must be made after previous notice to the Board or its agent. Any damage done to the Building or to the Unit Owner or Occupant or to other persons in bringing in or removing furniture or other bulky or heavy articles shall be paid for by the Unit Owner or Occupant.

(9) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed above the first level of the Building, or in, on or upon any part of the Condominium Property or Association Property without the written consent of the Board. No Unit Owner or Occupant shall engage or pay any employees on the Condominium Property, except those actually working for such Unit Owner or Occupant on said premises, nor advertise for laborers giving an address at said Condominium Property or Unit.

(10) In order to protect the Condominium property, each Unit Owner who plans to be absent from his Unit during the hurricane season or for an extended period must prepare his Unit prior to his departure by:

- (a) Removing all furniture, plants and other objects from his balcony, where applicable;
- (b) Turning off the water in the Unit while the owner is absent from the Unit,
- (c) Taking responsibility for temperature and humidity control so that mold and mildew are not generated, and
- (d) Designating a responsible firm or individual to care for his Unit should same suffer storm or casualty damage, and furnishing the Board of Directors with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

(11) In order that a Building may maintain an attractive and uniform appearance, no Unit Owner shall make any alterations to the exterior or his Unit or cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, windows or roof, nor shall an Unit Owner place anything other than porch furniture or plants on the balcony except with the prior written consent of the Board. Unit Owners are prohibited from installing security bars on the exterior of their Units. The Unit shall not be used for gambling, or for any immoral or illegal purposes. Only electric grills may be used on balconies or covered patios. Charcoal and propane grills are prohibited.

(12) No fences may be erected upon the Condominium Property or Association property without the express written approval of the Board of Administration.

(13) Pets belonging to Unit Owners who have signed a pet permission agreement (as formulated from time to time by the Board) and which pets have been approved by the Board will be allowed within the Condominium Property and Association Property subject to the following restrictions:

- (a) No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted upon the Condominium Property or Association Property at any time.
- (b) No animal may be kept, bred or maintained for any commercial purpose.
- (c) Each Unit shall be allowed to house not more than 2 pets. Tenants shall not be permitted to have pets.
- (d) Each animal brought or kept upon the Condominium Property or Association Property shall be at all times under the control of its Unit Owner.

(e) Each Unit Owner shall promptly remove and properly dispose of all waste matter deposited by his animal upon the Condominium Property or Association Property.

(f) No animal shall be allowed to constitute a nuisance (example: barking excessively) or be of a vicious or aggressive breed.

(g) Each Unit Owner owning a pet shall assume full responsibility for personal injuries or property damage caused by his pet, and each Unit Owner hereby agrees to indemnify the Association and all other Unit Owners and hold them harmless against any loss, claim or liability of any kind whatsoever arising from or growing out of any harm, injury, or damage caused by such Unit Owner's pet. A violation of the provisions of this Rule shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property upon three days' notice.

(h) The Board shall have the right to promulgate rules further restricting the keeping of pets.

(14) In case of any emergency originating in, or threatening any Unit, the Association, subject to the relevant provisions in the Declaration and applicable law, shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Unit Owner of such Unit is present at the time of such emergency. To facilitate entry in the event of any such emergency, the Association shall have a master key to fit the door locks to all Units. If any Unit Owner wants to change a lock or to have a second lock installed as additional security said Unit Owner shall deposit with the Board (at such Unit Owner's expense) a duplicate key for each such lock.

(15) There shall be no solicitation by any person anywhere in a Building for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board. The garbage and trash from a single Unit shall not be excessive as determined by the Board of Administration. If it is excessive, then the Unit Owner shall be responsible and pay the costs of removal of said excessive waste, or removal of same, as directed by the Board of Administration. Waste shall be presumptively deemed excessive if it exceeds the Unit Owner's proportionate share of total trash capacity on a weekly basis using the Unit Owner's percentage ownership in the Common Elements and the waste capacity of the trash containers located on the Common Elements. All garbage and trash shall be deposited in the disposal installations provided for such purpose, if any. Costs of removal shall be treated as a charge against a Unit Owner and collected in accordance with the provisions of section 9.3 of the Bylaws.

(16) 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 Veteran's Day, may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of: (a) any provisions in these rules and regulations, including, but not limited to rules numbered (10) and (12) hereof, or (b) any requirements dealing with flags or decorations.

(17) 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. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contracts, nor to the Units owned by the Developer, except:

(a) Requirements that leases or lessees be approved by the Association (if applicable); and

(b) Restrictions on the presence of pets; and

(c) Restrictions on occupancy of Units based upon age (if any); and

(d) Restrictions on the type of vehicles allowed to park on condominium Property or Association Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

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 in the sole opinion of the Board.

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SCHEDULE "A" TO BYLAWS

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(12) No fences may be erected upon the Condominium Property or Association Property without the express written approval of the Board of Administration.

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(b) No animal may be kept, bred or maintained for any commercial purpose.

(c) Each Unit shall be allowed to house not more than one dog and one cat. Tenants shall not be permitted to have any dogs or cats.

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(15) There shall be no solicitation by any person anywhere in a Building for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board. The garbage and trash from a single Unit shall not be excessive as determined by the Board of Administration. If it is excessive, then the Unit Owner shall be responsible and pay the costs of removal of said excessive waste, or removal of same, as directed by the Board of Administration. Waste shall be presumptively deemed excessive if it exceeds the Unit Owner's proportionate share of total trash capacity on a weekly basis using the Unit Owner's percentage ownership in the Common Elements and the waste capacity of the trash containers located on the Common Elements. All garbage and trash shall be deposited in the disposal installations provided for such purpose, if any. Costs of removal shall be treated as a charge against a Unit Owner and collected in accordance with the provisions of Section 9.3 of the Bylaws.

(16) 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 Veteran's Day, may display in a respectful way portable, removable *official flags*, not larger than 4.5 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of: (a) any provisions in these rules and regulations, including, but not limited to, rules numbered (10) and (12) hereof, or (b) any requirements dealing with flags or decorations.

(17) 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. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contracts, nor to the Units owned by the Developer, except:

(a) Requirements that leases or lessees be approved by the Association (if applicable); and

(b) Restrictions on the presence of pets; and

(c) Restrictions on occupancy of Units based upon age (if any); and

(d) Restrictions on the type of vehicles allowed to park on condominium Property or Association Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

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 therefor and good cause shown in the sole opinion of the Board.