

IBIZA CONDOMINIUM ASSOCIATION
EXHIBIT F
TO THE DECLARATION OF CONDOMINIUM

IBIZA CONDOMINIUM
Rules and Regulations
Revised July 2006

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Condominium Units and the Condominium in general shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all Condominium Parcel Owners. The Owners shall, at all times, obey these Rules and Regulations and shall best use their efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other Condominium Parcel Owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the Bylaws of the Condominium Association and Florida law. Violations may be remedied by the Condominium Association by injunction or other legal means, and the Association shall be enlisted to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may, from time to time, adopt, repeal, or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management, and control of the Common Elements of the Condominium and of any facilities or services made available to the Condominium Parcel Owner. Any waivers, consents, or approvals, given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent, or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. Violations of Rules and Regulations

1.1 Violations should be reported in writing to the current Property Management Company on file with the Board of Directors; if no management company is under contract then brought to the Board of Directors.

1.2 Violations will be called to the attention of the violating Owner by the management company, who will notify the Board of Directors.

1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors, which will then take appropriate action, as deemed by the Board of Directors.

2. Facilities. The facilities of the condominium are for the exclusive use of Association members, lessees, resident house guests and guests accompanied by a member. Any damage to buildings, recreation facilities or other common areas or equipment caused by a resident or his or her guests shall be repaired at the expense of the Condominium Parcel Owner causing such damage.

3. Pets. An Owner, and ONLY an Owner, not a lessee or tenant, may keep in his or her Unit a common household pet or pets (maximum of 2 pets total): provided that (i) no such pet weighs in excess of twenty-five pounds* at maturity (ii) such pets are not kept, bred or maintained for commercial purposes; (iii) such pets are not an unreasonable nuisance or annoyance to other Owners (iv) such pets are not left unattended on balconies or patios (v) such pets are hand carried when in any part of a building other than a Unit and are under leash when on the Condominium Property outside of a building. AT NO TIME are any pets permitted in the Common Elements between the main buildings, the clubhouse, or the swimming pool. Owners are advised to walk their pets off of Condominium Property and in the event their pet defecates on Condominium Property such Owners are required to clean up after their pets.

4. Children. Reasonable supervision must be exercised when children are playing in the Common Elements.

5. Signs. No sign, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon the exterior of any Unit or upon any other part of the Condominium Property.

6. Roofs. No Unit Owner, guest, agent or employee is permitted on the roof of the buildings for any reason. Only persons authorized by the Board of Directors are permitted on the roof for the purpose of repairs and maintenance.

7. Antennas, Aerials, and Satellite Dishes. Except upon written approval by the Board, no antenna, aerial, or satellite dish shall be placed upon or affixed to any exterior of a Unit and no antenna, aerial or satellite dish placed or affixed within a Unit shall extend or protrude beyond the exteriors of the Unit or the planes of such exteriors*

* Specifications are available from the Board of Directors.

8. Awnings and Shutters. No screen, awning, canopy, or shutter, including a hurricane or storm shutter, shall be attached or affixed to the exterior of a Unit unless such screen, awning, canopy, or shutter has been approved in writing by the Board and is in accordance with the specifications established by the Board of Directors.* Hurricane shutters approved by the Board may only be installed and remain in place during a hurricane or hurricane watch or alert, and such shutters must be removed by the respective Owner thereof within forty-eight (48) hours thereafter, and if not removed by an Owner, such shutters may be removed by the Board at the expense of such Owner.

* Specifications are available upon written request from the Board of Directors.

9. Balconies and Patios. No items other than outdoor furniture, decorative plants and small water fountains may be kept on the balcony and/or patios of a Unit. No motorcycle, scooter, bicycle, wagon, carriage, shopping cart, exercise equipment, storage locker, clothesline, toy, wind chime, or other article of personal property or any item containing gasoline shall be parked, placed or permitted to stand for any period of time on the balcony and/or patios of a Unit. Bar-B-Que Grills may be permitted on patios of a Unit. Bar-B-Q- grills and fire pits are not permitted on balconies as applicable to State Fire Regulations.

10. Clotheslines. No clothesline shall be placed on and no clothes drying, or hanging of towels on railings or fences shall be undertaken on the Common Elements or on the exteriors or balconies of any Unit.

11. Parking. No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant, or employee of an Owner shall be parked in such a manner as to impede or prevent access to another Owner's parking space or in such a manner as to impede or prevent access by emergency vehicles from the parking lots. The Owners, their employees, servants, agents, visitors, licensees and the Owner's family will obey parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for safety, comfort, and convenience of Owners. Except for guest spaces, each parking space is assigned as an appurtenance to a particular Condominium Parcel. As such, each space may be used only by the Owner except when the Owner has given written permission (a copy provided to the Association) for use by another Owner, lessee or resident. You may not park your vehicle in any assigned space other than the one you won, without proper permission. Parking space sizes are adequate. Vehicles are to be parked within the painted lines, front-end in, and pulled up close to the bumper. No vehicle may be parked anywhere on the Condominium Property except in the designated lined parking spaces in the parking lots.

12. Disabled Vehicles. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours. No repair of any vehicle (except for temporary, emergency repairs) shall be performed on Condominium Property.

13. Unregistered Vehicles. No vehicle without proper current registration tags shall remain on the Condominium Property for more than five (5) days.

14. Personal Property. No motorcycle, scooter, bicycle, wagon, carriage, shopping cart, chair, bench, table, toy, or other article or personal property shall be parked, placed or permitted to stand for any period of time on the Common Elements unless such articles are being used by Owners in accordance with the rules and regulations promulgated hereafter by the Board.

15. Walkways. Walkways and entrances shall not be obstructed or used for any purpose other than providing of access, ingress and egress between the Common Elements and Units.

16. Noises, Odors and Nuisances. No Owner shall cause or permit any unreasonable noises or odors to come from his or her Unit or commit or permit to be carried on any nuisance or illegal activities on any part of the Condominium Property.

17. Litter. No article of personal property shall be hung or shaken from the doors, windows, balconies, or fences of any Unit. No Owner shall sweep or throw from his or her Unit any dirt or other materials or litter the Condominium Property in any way.
18. Garbage. All garbage, trash, refuse, and rubbish from a Unit shall be placed in tied bags and deposited with care in the trash receptacles located on the Condominium Property for such purpose. All cardboard boxes are to be broken down or cut before being placed in these receptacles.
19. Inflammable Articles. Except to the extent necessary for normal household use, no Owner shall use or permit to be brought into his or her Unit any inflammable oil or fluid such as gasoline, kerosene, naphtha, or benzene.
20. Supervision of Association Employees. No Owner shall supervise, direct, or attempt to assert any control over any of the employees of the Association or of any management company employed by the Association, and no Owner shall request that any such employee undertake any private business for an Owner.
21. Complaints. Any complaints regarding the management of the Condominium Property by the Association shall be made in writing to the Board.
22. Hurricane Season. Any Owner who plans to be absent from his or her Unit or whose lessee or tenant will be absent from such Unit during Hurricane Season must prepare such Unit prior to his or her departure by removing all furniture, potted plants, and other movable objects from any outside patio, balcony or entrance way. Hurricane season in June 1 – ~~December~~ November 1.
23. Assessments. Payment of assessments shall be sent to the management company on file or appointee of the Board of Directors. Payments made by check or electronic transfer if available shall be made payable to the order of Ibiza Condominium Association, Inc. All payments of assessments are due and payable on or before the scheduled date of payment. A grace period of 10 calendar days after the scheduled due date is provided. Owners are subject to fees, interest, and costs as provided in Article 23.03 of the Declaration of Condominium Establishing Ibiza Condominium, upon the failure to make such payment when due and payable.
24. Common Areas. Any Common Areas are solely for the use of Owners and their invited guests. Rules and regulations governing the use of common facilities, including permitted hours, guest rules, safety, and sanitary provisions and any other pertinent matters may be adopted from time to time by the Board and posted on the property.
25. Leasing. No Unit may be leased for a period of less than 1 year. No Unit may be leased prior to 12 months of continuous ownership after initial purchase by Unit Owner. Unit Owners shall remain primarily liable for all obligations with respect to their Unit and shall be responsible for actions of their tenants.
26. Generators. No storage of generators will be permitted inside units, or on balconies or patios of and Unit. Generators may not be utilized on balconies. Generators may be used only if such generator is placed a minimum of 10 feet from ANY door or window, including doors and windows of another Unit. Generators may not be placed in the parking area or walkways to front doors. Generators may not be placed within 3 feet of the pool. All generators must be removed from premises upon the restoration of power. Time restrictions for the running of generators will be in effect: 8:00am – 8:00pm are the allowable hours for use. Generators cannot be run unsupervised.
27. Conflict. In the event of any conflict between the provisions hereof and the Articles and/or Bylaws of the Association, the Articles and/or Bylaws shall control.