

RULES REGULATIONS & RESTRICTIONS

East Medley
Condo

Section 1. The Board may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the Property, Common Elements, Limited Common Elements, and any other facilities or services made available to Owners.

Section 2. The Board may, from time to time, adopt or amend previous rules and regulations governing and restricting the use and maintenance of Units. Copies of same shall be furnished to each Owner at least 72 hours prior to the time they become effective.

Section 3. Existing Rules, Regulations and Restrictions. The rules, regulations and restrictions listed herein shall be deemed to be in effect until amended by the Board and shall apply to and be binding upon all Owners. Owners shall at all times comply with these rules, regulations and restrictions and shall use their best efforts to set that they are observed and complied with by their employees, families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. The initial rules and regulations are as follows:

A. Owners shall not use or permit the use of their units in a manner which would be disturbing to or be a nuisance to other owners, or in a manner which would be illegal, immoral, improper, or which would cause damage, or injury to the reputation of the Property.

B. Nothing shall be done or kept in a unit which will either increase the Corporation's cost of insurance or result in the insurance being canceled.

C. No wasting of property will be permitted.

D. Owners will maintain their units at all times in compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction, over the Condominium.

E. No Owner (other than the Developer as provided in the Declaration) shall permit any structural modification or alteration to be made on the exterior of a Unit without first obtaining the written consent of the Corporation, which consent may be withheld in the event that the Board+ determines, in their sole discretion, that such structural modification or alteration would affect or in any manner endanger the Property. If the modification or alteration desired by the Owner involves the removal of any permanent interior partition, the Corporation shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the removal thereof would in no manner affect or interfere with the providing of utility services constituting Common Elements.

F. The Corporation shall not have the right to make, or cause to be made, such alterations or improvements to the Common Elements which prejudice the rights of an Owner in the use and enjoyment of his Unit, unless in such instance, such Owner's written consent has been obtained. The making of such alterations and improvements must be approved by the Board and the cost of such alterations or improvements shall be assessed as a common Expense to be collected from all Owners. However, where any alterations or improvements shall be assessed against and collected solely from the Owner exclusively or substantially benefited, such assessment is to be levied in such proportion as may be determined by the Board.

G. All vehicles located on the Condominium Property must be operable. Except in the event of an emergency, no vehicle which cannot operate on its own power shall remain on the Common Elements for more than 24 hours, and no maintenance or repairs of vehicles shall be made on the Common Elements.

H. No vehicle shall be parked so as to impede ingress to or egress from other parking spaces, drives, or roads. Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator.

I. No Unit Owner, lessee, or visitor of a Unit is permitted to wash, polish and/or wax any motor vehicle within a Unit or Common Elements.

J. All Unit Owners and/or lessees are strictly prohibited from operating or conducting any of the following businesses: automobile mechanics, any fuel engine mechanic shops, body shops, automobile detailing, paint shops, and/or dry cleaning.

K. Payments of monthly assessments shall be made to the Corporation. Payments made in the form of check shall be made to the order of the Corporation. Payments of assessments are due on the first day of each month.

L. No unit owner in whose unit may be located equipment which is used for the benefit of the Common Elements may deny reasonable access to his premises to obtain power or service to such equipment.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1. Indemnification. Every Director and Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof, in which he may become involved by reason of his being or having been a Director or an Officer of the Corporation. This indemnification shall apply whether or not he is a Director at the time such liabilities or expenses are incurred, except in cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or Officer may be entitled.

Section 2. Liabilities Survive Termination of Membership. The termination of Membership in the Corporation shall not relieve or release any former Owner or Member from any liability or obligation incurred, under, or in any way connected with the Condominium, during the period of Ownership and Membership, or impair any rights or remedies which the Corporation may have against such Owner and Member, arising out of, or which is in any way connected with, such Ownership and membership.

Section 3. Limitation of Liabilities. Notwithstanding the duty of the Corporation and Management Firm (if any) to maintain and repair parts of the Property, the Corporation shall not be liable for injury or damage caused by a latent condition in the Property, nor for injury or damage caused by the elements or other owners or persons.

Section 4. Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of the Corporation's meetings when not in conflict with the Act, the Declaration or these By-Laws.

Section 5. Liens.

A. All liens against a Unit other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within 30 days of the date on which the lien attaches. All taxes and special assessments shall be paid before becoming delinquent.

B. An owner shall give notice to the Corporation of every lien upon his Unit other than for permitted mortgages, taxes and special assessments, within five days after the attaching of the lien.

C. An owner shall give notice to the Corporation of every suit or other proceeding which will or may affect title to his Unit or any part of the Property. Such notice is to be given within five days after the owner receives notice thereof.

ARTICLE XIII CONFLICTING PROVISIONS

In case any of these By-Laws conflict with any provisions of the laws of the State of Florida, such conflicting By-Laws shall be null and void upon final court determination to such effect, but all other By-Laws shall remain in full force and effect.

In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

The foregoing were adopted as the By-Laws of EAST MEDLEY BUSINESS PARK CONDOMINIUM ASSOCIATION, INC. a corporation not-for-profit under the laws of the State of Florida this 26 day of February, 2004.

EAST MEDLEY BUSINESS PARK
CONDOMINIUM ASSOCIATION, INC.

By: 

Jonathan E. Aibel, President

Attest: 

Lorenzo E. Arce, Secretary