

OFF.  
REC. 1612310294

SCHEDULE A TO BY-LAWS  
RULES AND REGULATIONS  
FOR  
PLAZAWEST

I. GENERAL.

A. The use and occupancy of the Building shall be subject to all applicable building and zoning regulations.

B. Each Owner will be responsible for the security of his Unit. The Board may take such measures as it deems reasonably necessary or appropriate for the security of the Common Elements only.

C. Supplies, goods, packages, furniture, equipment and all other items being delivered to a Unit shall be delivered at such times and in such manner as may, from time to time, be prescribed by the Board. An Owner shall be liable for loss or damage he causes to any item moved, to any person, to the property of other Owners or to any part of the Common Elements.

D. No signs or advertising shall be permitted to be affixed to or from the exterior of the Building, including windows and doors, except that Owners may be permitted to have their names or other designations on the door leading to their Units; provided, however, the lettering of names and/or other designations and the exact location on or about the door to Units shall be of a size and type permitted by the Board so that same shall be uniform throughout the Condominium Property.

E. Solicitations for any purpose whatsoever are prohibited.

F. No Owner shall commit or permit any nuisance or immoral or illegal acts to be done or maintained in or about the Condominium Property.

G. No animals are permitted within the Condominium Property without the prior written approval of the Board.

II. COMMON AREAS.

A. The Board reserves the right to control and operate all Common Elements in such manner as it deems best for the benefit of Owners.

B. The Owners' use of sidewalks, plaza, entrances, and exits in the common areas, stairways, fire exits and other common areas of the Building is limited to ingress and egress from the Units for each Owner and his employees, licensees and invitees and for no

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other use. No Owner shall permit the encumbrance and obstruction of any such area. The Board reserves the right to control and operate all common areas of the Building in such manner as it deems best for the benefit of the Owners generally.

C. No Owner shall install any antenna or aerial wire (radio or television) outside of the Building, without the prior written approval of the Board.

D. Each Owner shall park his vehicle in the area designated by the Board and shall instruct his employees, licensees and invitees to park their vehicles in whatever areas are designated for such purpose by the Board. Only passenger vehicles intended to accommodate eight passengers or less shall be permitted to park on the Condominium Property.

E. Food and beverages may be consumed only in Units.

F. No Owner shall obstruct, litter, mar, damage or deface any part of the exterior of his Unit, exterior doors or walls or other parts of the Common Elements, and an Owner shall be responsible for any such damage caused by himself or his family, employees, licensees, invitees or other persons over whom he exercises control.

G. No Owner shall enter upon or attempt to enter upon the roof or equipment or power rooms in the Buildings.

H. No shades, awnings, window guards, ventilators, fans, or air conditioning devices will be used in or about the Buildings except such as will have been approved in writing by the Board, nor will anything be projected out of any window in a Unit without similar approval.

I. All garbage and refuse from Units will be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board may direct. Should there be excessive or unreasonable quantities of such garbage and refuse the Board reserves the right to levy a special assessment against the Owner causing same.

J. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours.

K. No repairs of any type will be permitted on and about the Condominium Property.

L. All damage to the Building or Common Areas or equipment caused by Owners, their guests, licensees, invitees, lessees, or employees will be repaired at the expense of the Owner causing same.

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M. Any Owner wishing to plant flowers, trees or shrubs outside of his Unit must obtain written permission from the Board before so doing.

N. Complaints regarding the management of Units or actions of other Owners must be made in writing to the Board.

O. 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 Property.

P. Employees of the Board will not be sent off the Property by an Owner, at any time, for any purpose.

Q. Personal property of Owners must be stored in their respective Units.

R. Owners who plan to be absent during the hurricane season must prepare their Unit prior to their departure, and must designate a responsible firm or individual to care for such Units should the Units suffer hurricane damage and must furnish the Board with the name of such firm or individual. Such firm or individual shall be subject to the approval of the Board.

S. No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Condominium Property at any time or used on the Condominium Property at any time, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted without the prior written consent of the Board.

T. No noxious or unusual odors shall be generated so as to become annoyances or become obnoxious to other Owners.

### III. UNITS.

A. The toilets, sinks and other plumbing fixtures in or serving the individual Units shall be used only for the purposes for which they were constructed, and no sanitary napkins feminine hygiene products, acids, vapors, rags or other materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Condominium nor shall any sweepings, rubbish, rags, acids or other foreign substances be deposited therein. Any damage resulting from misuse of such fixtures shall be borne by the Owner who shall have caused the damage, including damage caused by his servants, employees, agents, visitors or licensees.

B. No Owner shall keep in his Unit any inflammable, combustible or explosive substance, nor shall an Owner be permitted to bring into the Building or use in his Unit any hazardous or

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toxic substance as defined by any federal, state or local statute, rule or regulation, or substance which would create or tend to create a dangerous or combustible condition or impair or interfere with any of the Building's services with respect to heating, cleaning or otherwise, nor shall an Owner install any ventilating, air conditioning, electrical or other equipment which the Board determines might cause any such impairment or interference. No Owner may use his Unit for a business which by necessity entails possession and/or use of extra-hazardous substances or entails extra-hazardous operations or conditions.

C. No Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance for the Condominium, or which will obstruct or interfere with the rights of other Owners.

D. All maintenance of the interior of each Unit will be the responsibility of the Owner.

E. No additional locks shall be placed upon any door without the prior written permission of the Board, nor may door locks be changed without such permission. The Board may retain a pass key to each Unit and must be allowed admittance thereto at all reasonable times for the purpose of examining the premises.

F. No devices for cooking, cooling or heating food may be used, with the exception of microwave ovens, automatic coffee dispensers, refrigerators and hot plates, by any Owner without the prior written permission of the Board. In any event, no use of appliances shall be permitted which would create a noxious odor in any of the Units.

G. Each Owner is fully responsible for the protection of his Unit and the contents thereof from robbery, theft, vandalism, pilferage, or other loss.

H. There shall be no tinting of windows, or the placing of reflective coating on windows. Further, no Owner shall permit any signs of any nature to be placed in any window or to be hung in any window area.

#### IV. DELIVERIES.

Supplies, goods, packages, furniture, equipment and all other items being delivered to the Units, shall be delivered at such times and in such manner as may from time to time be prescribed by the Association. Owners shall be and remain liable for any and all damages to person or property caused by any such deliveries, whether occurring on or about the Condominium Property or the Units thereon.

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**V. MOVING.**

All moving of furniture, fixtures, or other heavy or bulky items into or out of each Unit shall be subject to the supervision and direction of the Association. Prearrangement for all moving shall be made with the Association with respect to the time, method, and routing of the move. Each Owner expressly assumes all risk of loss of and damage to any item so moved, as well as liability for injury to any person, whether or not engaged in such moving, and liability in regard to the loss of or damage to the property of the Owner, or damage to any part of the Common Elements. The Association shall not be liable for the act of any person engaged in such moving, nor for any injury to persons or damage or loss to property resulting directly or indirectly from any act in connection with such moving, and each Owner shall be and remain liable for any and all damages the person or property arising therefrom, whether occurring on or about the Condominium Property or upon the Units thereon.

**VI. COMPLIANCE BY DEVELOPER.**

Notwithstanding anything herein to the contrary, the foregoing rules and regulations shall not be applicable to the Developer, its agents, employees and contractors or to Units owned by the Developer.

**VII. RELIEF.**

The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Owners under the particular circumstances involved from the provisions of specific restrictions contained in the rules and regulations upon written request therefor, and for good cause shown in the sole opinion of the Board.

**VIII. ADDITIONAL RULES AND AMENDMENTS THERETO**

The Board reserves the right to make such other reasonable Rules and Regulations from time to time as may be determined to be necessary or appropriate for the safety, care, protection, cleanliness and good order of the Condominium and its owners. Any such other Rules and Regulations shall be binding upon each Owner with the same force and effect as if the same had been included herein and in existence at the time the Owner acquired his interest in the Unit. The Board further reserves the right at any time to modify or revoke an existing Rule or Regulation.

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