

**PROPOSED  
RULES AND REGULATIONS**

**FOR**

**BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC.**

The following Rules and Regulations supplement those contained in the Declaration of Condominium for Belvedere West Industrial Park, A Commercial Condominium (the "Declaration"). They are applicable to all occupants and Owners.

1. Antennae. No exterior antennae shall be permitted on the Condominium Property .
  
2. Architectural Modification. The Unit Owner shall submit a detailed construction plan (two copies) of the proposed interior improvements by means of the modifications, alterations and additions form to the Association. No exterior architectural modifications shall be allowed. The construction plan shall include the following:
  - (a) Plans and Specifications for all work to be performed.
  - (b) Anticipated commencement date.
  - (c) Anticipated completion date.
  - (d) Anticipated delivery schedule.
  - (e) If necessary, engineering report confirming review of structural load capacity.
  - (f) List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers.
  - (g) Licenses and Certificates of Insurance meeting the insurance guidelines established by the Association.
  - (h) Building permit application as required by local governing authorities.
  - (i) Application form provided by the Association.

Upon review of the information submitted to the Association's Architectural Review Committee, the Owners will be notified in writing within 30 working days if the request has been approved or denied.

3. Association Employees. Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through an employed manager or through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees. Should a Unit Owner wish to use the services of an employee(s) of the Association, a Hold Harmless/Indemnity Agreement must be executed by all

parties prior to commencement of any work. The Agreement must be obtained from the Association Office.

4. Attendance at Board and Committee Meetings. Meetings of the Board of Directors and any Committees appointed by the Board are restricted to record title owners only. Any non-owner, including but not limited to a person named as, appointed as, or holding a Power of Attorney has no right to and cannot attend a Board Meeting or a Committee Meeting. Proxies are not valid and have no force and/or effect whatsoever at Board or Committee Meetings.

The Board of Directors may make an exception to allow a person named as, appointed, or holding a Power of Attorney to attend and participate at a Board or Committee meeting in the event the owner is incapacitated, declared incompetent by a court having appropriate jurisdiction, hospitalized or is more than 180 miles away from the location of the meeting and cannot participate by telephone conference. In order to consider any exception to this attendance and participation rule, the Association must receive a copy of the Power of Attorney and written confirmation that one or more of these conditions apply.

Notwithstanding the above, the Board of Directors or a Committee may invite a person or persons to a meeting, who otherwise would be prohibited from attending the meeting, if that person will make a presentation or provide a service to the Association. This provision specifically permits the Association's attorney, accountant, manager and other professionals providing services or seeking to provide services to the Association to attend a meeting and participate to the extent requested by the Board of Directors. The provision specifically permits law enforcement, elected representatives or other officials to attend and participate to the extent requested by the Board of Directors.

Corporate owners may designate an officer or individual employee as the voting member in writing. Upon such designation, that person may attend and participate in Board and Committee Meetings on behalf of the unit as permitted by law.

All permitted persons attending Board of Directors or Committee meetings shall conduct themselves in a businesslike manner and shall not interfere, interrupt and/or disrupt the meeting(s) being conducted.

If, during attendance at a Board of Directors or Committee meeting, a permitted person violates any of these rules or becomes a nuisance, including but not limited to, interfering, interrupting or disruptive, the Board of Directors can remove that person(s) from the meeting, and, in accordance with the fining authority and procedures set forth in Florida Statute 718.303, as same may be amended from time to time, levy a fine against any person who fails to comply with these rules.

The Board of Directors can take whatever other appropriate legal action is available against any person who fails to comply with these rules.

Nothing in these rules can be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association are cumulative.

(a) Audio Or Video Taping Of Meetings

The Board of Directors recognizes that the current law permits owners to audio tape and video tape meetings of the Board of Directors, meetings of the unit owners and meetings of committees. Until such time as the law is changed to eliminate the right of owners to audio tape and video tape meetings of the Board of Directors, meetings of the unit owners and meetings of committees, this rule is in effect and audio taping and video taping of meetings of the Board of Directors, meetings of the unit owners and meetings of committees is permitted by owners, but only in strict accordance with this rule. However, when the Association is no longer required to permit owners to audio tape or video tape meetings of the Board of Directors, meetings of the unit owners or meetings of committees, audio taping and video taping meetings is prohibited. Audio taping or video taping a meeting of the Board of Directors, a unit owner meeting, or a committee meeting is prohibited, except in strict accordance with the following rules:

1. Only a unit owner of record, whose name is on the deed to the unit, can audio tape or video tape meetings. A non-owner, including but not limited to, spouses of owners, those holding a power of attorney from an owner or any other person not an owner of a unit at Belvedere West Industrial Park, cannot audio tape or video tape a meeting.

2. No meeting can be audio taped or video taped unless advance written notice is provided. Written notice must be given to the President of the Association or the Chairman of the meeting for which the notice is effective, prior to the time the meeting is scheduled to commence.

3. Notice of intent to audio tape or video tape a meeting is effective only for the single specific meeting referenced in the written notice and for no other meeting. Notice is valid for only one (1) meeting and any continuation of that meeting. Notice of intent to audio tape or video tape a meeting cannot be submitted for multiple meetings on the same request. Each meeting is a separate meeting and each separate meeting requires a separate written notice. Any notice purporting to be a notice to audio tape or video tape multiple meetings is invalid, cannot be accepted, does not constitute notice to audio tape or video tape any meeting and must be rejected by the Association. Notice of intent cannot be submitted more than forty-eight (48) hours prior to the meeting. Any notice submitted more than forty-eight (48) hours prior to the meeting is invalid,

cannot be accepted, does not constitute notice to audio tape or video tape any meeting and must be rejected by the Association.

4. Any audio or video equipment must be assembled, placed in position and focused not less than fifteen (15) minutes prior to the scheduled time for commencement of the meeting. No audio taping or video taping device can be moved, altered, or adjusted after the meeting begins. In order to preserve the rights of the Board members, committee members and other members of the Association, the Association can determine the location of the audio taping or video taping device, which allows for effective recording by the owner, while preserving the rights of other owners to observe, hear, and participate in the meeting with minimal distraction.

5. No equipment can produce distracting sound or light emissions. Any equipment which produces distracting sound or light emissions, in the sole discretion of the Chairman of the meeting at which audio taping or video taping is taking place, must be immediately turned off and immediately removed from the meeting.

6. No person can move about the meeting room to facilitate the recording. Any person who moves about the meeting room to facilitate the recording is distracting the participants in the meeting from conducting the affairs of the Association. Accordingly, if a person moves about the meeting room to facilitate the recording, the recording device must be immediately switched off and both the person and the recording device must be removed from the meeting.

7. Any owner who records a meeting must, at the owner's sole cost and expense, make an unedited copy of the audio tape or video tape for the Association and must deliver such unedited copy to the Association within seven (7) days from the date of the meeting.

8. No owner or other person can upload, email, distribute, display, or publish an audio or video recording of any meeting to any person or entity or to any internet site. Any recording made is solely for the exclusive personal use of the owner who submitted advance written notice of that owner's intent to audio tape or video tape the meeting. Any owner who violates this provision by uploading, emailing, distributing, displaying, or publishing an audio or video recording of any meeting can be banned by the Board of Directors, in their sole discretion, from audio taping or video taping future meetings.

(i) Any person not authorized by these rules to attend a meeting is prohibited from attending the meeting, or must be ejected from the meeting.

(ii) The Board of Directors may, in accordance with the procedures set forth in Florida Statute 718.303, as amended from time to time, levy a fine against any person who fails to comply with these rules or any unit owner who invites, requests or permits someone to violate these rules.

(iii) The Board of Directors may, in accordance with the procedures set forth in Florida Statute 718.303, as amended from time to time, may suspend the use the facilities or other Association property of any person who fails to comply with these rules or any unit owner who invites, requests or permits someone to violate these rules.

(iv) The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these rules. All remedies are cumulative.

5. Children Visiting. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children visiting.
6. Cleanliness. Unit Owners shall not allow anything to be thrown, or to fall, from the doors. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the doors. Garbage cans or other articles shall not be placed outside the Unit.
7. Compliance by Unit Owners. Every Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.
8. Destruction of Property. Neither Unit Owners, their family, guests, invitees, nor employees shall mark, mar, damage, destroy, deface or engrave any part of the Condominium property. Unit Owners shall be financially responsible for any such damage.
9. Door Locks. Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in, or threatening, any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

10. Exterior Appearance. To maintain a uniform and pleasing appearance of the exterior of the Condominium building, no air conditioning unit, or other projections shall be attached to, hung, displayed or placed upon the outside walls, doors, windows or to the roof or other portions of the Building or on the Common Elements. No exterior lighting shall be permitted on the exterior walls or ceilings without the prior written approval of the Association.
11. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests invitees, lessees or employees, in an amount not to exceed that allowed by the Act as same may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws. Fines shall be paid not later than thirty (30) days after notice of the imposition thereof. Fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.
12. Flammables. No flammable, combustible or explosive fluids, chemicals or other substances, including, but not limited to, weapons-related products, may be kept in any Unit or on the Common Elements.
13. Hardship Relief. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in these rules and regulations upon written request therefrom and for good cause shown in the sole opinion of the Board.
14. Hurricane Preparation. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage. Each Unit Owner shall furnish the manager with the name of such firm or individual.
15. Inspection and Copying of Records.

(a) The records available for inspection and copying are defined as only those records designated by Chapter 718, Florida Statutes, as amended or renumbered from time to time, as the Official Records of the Association open to inspection and copying by Owners, and only to the extent the Association is required to maintain such records.

(b) Records Available: No records other than those defined above are available for inspection or copying. Without limiting the foregoing, the following records are not accessible to Owners: (1) any information or record protected by the lawyer-client privilege, (2) any information or record protected by the lawyer

work-product privilege, (3) any information or record in connection with the lease, sale, or other transfer of a Unit, (4) any information or record concerning the disciplinary, health, insurance and personnel records of Association employees, (5) any information or records concerning the medical records of Owners or community residents, (6) any social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, emergency contact information, any addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, and property address, (7) any electronic security measure that is used by the Association to safeguard data, including passwords, (8) the software and operating system used by the Association which allows manipulation of data, even if the Owner owns a copy of the same software used by the Association and (9) any information or records now or hereafter not available to Owners pursuant to Florida Statutes, Section 718.111(12), as amended or renumbered from time to time.

(c) Persons Entitled to Inspect or Copy: An Owner or an Owner's authorized representative cannot inspect or copy the records of the Association, except as permitted by law. Only unit owners of record (a person whose name appears as a grantee on the deed conveying title to the condominium unit) can submit a records request. Non-unit owners, including those who hold a power of attorney, are prohibited from making a records request. In the event a unit is owned by a trust, the trustee is the owner for purposes of this rule. In the event a unit is owned by an entity, the person designated as the voting member for that entity is the owner for purposes of this rule. No person can make a request to inspect or copy the records of the Association or actually inspect or copy the records of the Association as an Owner's authorized representative, unless such person delivers to the Association a written document signed and dated by the Owner in which such person is expressly appointed as the Owner's authorized representative for this purpose. Only the Owner making the request to inspect or copy the records of the Association, or that Owner's authorized representative, can physically enter the location where the records are to be inspected, so that not more than one (1) person actually performs the inspection. Other persons are prohibited from inspecting or copying the Association records.

(d) An Owner, or an Owner's authorized representative, wanting to inspect or copy Association records must submit a written request to the Association. The written request must be mailed by certified mail, return receipt requested, to the Association's official mailing address at 990 Stinson Way, #213, West Palm Beach, Florida 33411. All other methods of and locations for delivering a written request are prohibited and all other methods of and locations for delivering a written request cannot be accepted. The written request must specify the particular records the Owner wants to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to identify the exact records requested. General descriptions of records, such as, but not limited to, "All items pertaining to

\_\_\_\_\_”, or “All correspondence from \_\_\_\_\_”, or “All contracts for \_\_\_\_\_”, are not sufficiently specific, are prohibited and such general requests cannot be honored, no inspection or copying of these records will be permitted and such request is void.

(e) Inspection or copying of records is restricted solely to those records specifically designated in the written request for inspection or copying. Inspection or copying of any other records is prohibited.

(f) An Owner, or an Owner's authorized representative, cannot submit more than one (1) written request for inspection or copying of records per calendar month. If more than one (1) written request for inspection or copying of records is made within a calendar month, then all such written requests subsequent to the first written request are void, cannot be honored, and inspection or copying of records requested in such subsequent written requests are prohibited. A written request for inspection or copying of records cannot request inspection or copying of more than five (5) records. If more than five (5) records are requested for inspection or copying, then the request to inspect or copy all such records subsequent to the fifth record is void, cannot be honored and inspection or copying of all such records subsequent to the fifth record is prohibited.

(g) All inspections of records shall be conducted at the Association's office or at such other location designated by the Association to the extent permitted by the Florida Condominium Act, as amended from time to time. No Owner or authorized representative of an Owner can remove original records from the location where the records are inspected or make any marks or alterations on original records.

(h) Records will be made available for inspection on or before the fifth (5th) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame can be extended upon written request from the Owner or the Owner's representative. This time frame must be extended in the event the records are so voluminous, or in such condition, or are so old, that obtaining the records within the timeframe is not reasonable. The Association can, but is not obligated to, notify the Owner or the Owner's authorized representative, personally, or by telephone, electronic transmission, facsimile transmission, or in writing, that the records are available for inspection, and the time, date and place when the records can be inspected. Records can be inspected only at the time, date and place designated by the Association and only during normal Association business hours, or during the normal business hours of the location where the records are to be inspected, if other than the Association office. For the purposes herein, “working day” means Monday through Friday, exclusive of Federal, State, and local holidays on which the office of the Clerk of Court of Palm Beach County is closed for business. For purposes herein, “normal business hours” means the hours the Association office is customarily open, or the hours the location where the



records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. all on a business day.

(i) An Owner or an Owner's authorized representative can have up to, but not more than, one 8-hour business day per month to perform and complete a records inspection. In the alternative to a physical inspection, the Association can make the records of the Association available to an Owner or an Owner's authorized representative either electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the Association makes its records available electronically via the Internet, then those records are automatically, continuously and immediately available to an Owner or an Owner's representative and the Association has satisfied all of its obligations in this rule and under Chapter 718, Florida Statutes, as amended from time to time.

(j) The Association will not research or otherwise review its records to locate any of the specific records requested to be inspected or copied by the Owner or the Owner's authorized representative. The Association will merely indicate which drawer, file cabinet, box, or other storage facility in which the official records are kept or which contains the type of record requested to be inspected or copied by the Owner or the Owner's authorized representative. The Owner, or the Owner's authorized representative, is required to sift through, research and/or review the records contained in such storage facility in order to locate the specific records requested to be inspected or copied. Notwithstanding the above, if requested by the Owner or the Owner's authorized representative, the Association can, but is not obligated to, arrange for the Association to research, review and/or find the requested records on behalf of the Owner or the Owner's authorized representative.

(k) If, during or immediately upon completion of inspection, an Owner or an Owner's authorized representative wants a copy of a record, the Owner or the Owner's authorized representative must designate, in a separate writing, on a form provided by the Association, the specific record, or portion thereof, including page numbers, for which a copy is desired, or in the alternative, must designate such record, or portion thereof, by use of a "clip" or "tab" upon the page(s) of the record. Not more than one (1) copy of each record requested is permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records (up to twenty-five [25] pages in length) will be made upon request. If there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, or if the number of pages requested to be copied exceeds twenty-five (25) pages in length, then copies of the records will be made available within a reasonable time after a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. In the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or

form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical. The Association will not copy records, or make copies of records available, unless the Owner or the Owner's authorized representative actually inspects the records and designates which records the Owner wants copied. The Association will not mail or otherwise deliver the copies of the records to the Owner or the Owner's authorized representative. The Owner, or the Owner's authorized representative, must go to the location where the records were inspected and pick up the copies. Notwithstanding the above, if requested by the Owner or the Owner's authorized representative, the Association can, but is not obligated to, make copies of records without the Owner or Owner's authorized representative actually inspecting the records and can, but is not obligated to, arrange for the copies to be mailed or otherwise delivered by any method agreed to between the Association and the Owner or the Owner's authorized representative. If no inspection of the records is made and the Association agrees to make copies, then copies of records will be available within a reasonable time, but not less than two (2) working days subsequent to the last date the records would have been available for inspection.

(l) An Owner or an Owner's authorized representative desiring a copy of a record must pay twenty-five (25¢) per page copied, or the highest amount permissible by law.

(m) An Owner or an Owner's authorized representative, who has made an agreement with the Association for the Association to make copies of records without the Owner or Owner's authorized representative actually inspecting the records, must pay a reasonable expense for finding, obtaining, researching and reviewing the Association's records to locate and copy the records requested, including labor, which expense cannot be less (but may be more) than the actual expense incurred.

(n) An Owner or an Owner's authorized representative, who has made an agreement with the Association to mail or otherwise deliver copies of records, must pay a reasonable expense for mailing or otherwise delivering the copies, which expense cannot be less than the actual cost of mailing or otherwise delivering the copies.

(o) An Owner or an Owner's authorized representative, who has made an agreement with the Association to obtain, research, review and/or find the requested records, must pay a reasonable expense to the Association for the Association reviewing, researching and/or finding the requested records, which expense cannot be less than the actual expense incurred. Payment in advance is required for the cost of obtaining, researching and reviewing records; or making a copy; or mailing or delivering a copy. In the event payment is made in any form other than cash, cashier's check, money order, or certified check, payment will not be deemed received unless and until payment has cleared. No record will be

obtained, researched, reviewed, or located and no copy of a record will be made, mailed, or delivered, unless and until payment therefor is received.

(p) Records not normally kept in written form will be produced for inspection in the form in which they are normally kept, unless the law requires the record to be converted to written form. The cost of converting such records to written form will be in addition to any other expense. The Owner or the Owner's authorized representative will pay the reasonable expense of converting such records to written form, which expense cannot be less (but may be more) than the actual cost of the conversion, or the highest amount permissible by law, unless the law requires the Association to pay the cost of converting the records to written form.

#### Manner of Inspection:

(a) No written request for inspection or copying shall be made in order to harass any unit owner, resident or Association agent, officer, director or employee.

(b) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, may assign one staff person to assist in or supervise the inspection.

(c) The Association shall maintain a log sheet that will include: (1) the date of receipt of the written request for inspection; (2) the name of the requesting party; (3) the requested copies; (4) the date the owner was notified of the availability of the records; (5) the date the records were made available for inspection or copying; (6) the date of actual inspection and copying; and (7) the signature of the unit owner acknowledging receipt of or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to the inspection or receipt of copies.

#### Enforcement of Inspection and Copying.

(a) If, during a record inspection, or while making copies of records, an owner or an owner's authorized representative violates any of these rules, the Association must suspend the record inspection or copying until such time as the violator agrees in writing to comply, in which event the inspection or copying will resume on the next business day after receipt of the written agreement, at a time designated by the Association.

(b) Requests for inspection and copying not complying with the foregoing rules cannot and will not be honored, but the Association can, in person, by mail, facsimile transmission, or electronic mail, notify the person requesting inspection

and/or copying how the request fails to comply, although the Association is not obligated to give this notification.

(c) The Board of Directors can, in accordance with the fining authority and procedures set forth in Florida Statute 718.303, as same may be amended from time to time, levy a fine against any person who fails to comply with these rules.

(d) The Board of Directors can take whatever appropriate legal action is available against any person who fails to comply with these rules.

(e) Nothing in these rules can be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association are cumulative.

16. Leasing and Sales of Units. No signage for sale by owner or a realtor will be permitted in or on a Unit, nor on Limited Common Elements or Common Elements, without approval from the Board of Directors.

No access to the Condominium Property will be given to potential buyers or tenants unless Owner, lessors and agents for same have made separate arrangements with the Association for access.

Potential buyers or tenants must be escorted personally by the Owner, Lessor or their agents when showing the Unit or Common Elements.

**All leases and sales must be approved by the Board. The Board may request an interview with a prospective buyer or renter after submitting the application. A copy of the lease must be submitted to the Board after approval.**

**It is the responsibility of the unit owner to see that the lessee abide by our rules.**

**It is the responsibility of the unit owner – to also perform a background check.**

17. Noise. No Unit Owner shall make disturbing noises in the Building or allow sounds to emanate from his Unit, or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, any trade (or do-it-yourself work) involving hammer work, etc., must be done between the hours of 8:00 a.m. and 6:00 p.m. on Monday through Friday and Saturday between 10:00 a.m. and 5:00 p.m. ONLY. No such work shall be done on Sundays.
18. Obstructions. The entranceways, parking spots and similar portions of the Common Elements must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress

to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other objects shall be stored in these areas.

19. Parking Restrictions.

- (a) No Owner or guest may park in a parking space that has been assigned to another Unit Owner.
- (b) No vehicle washing, repair or maintenance is allowed.
- (c) No vehicle which cannot operate on its own power shall remain on the Condominium premises.
- (d) No vehicle shall be parked on any lawn or grassed area, sidewalks, curbs, landscaped area, traffic lanes, any area not striped and marked for parking, dumpster pads, or in any manner that will obstruct traffic.
- (e) No vehicle shall be allowed to drip oil or other hydro-carbons onto the parking areas.
- (f) No vehicle can double-park.
- (g) No vehicle can protrude onto or in any manner block or interfere with access to the vehicular easement areas, parking areas, another parking space, or any other area not within a specific parking space and any vehicle so protruding, blocking, or interfering is illegally parked.
- (h) No vehicle may be brought on the property which does not fit within the available parking spaces.
- (i) No parking space may be blocked. This rule shall apply even if the parking space is assigned to the Unit Owner who is blocking the space.
- (j) Parking in handicapped spaces will be allowed only by permit.

Prohibited Vehicles.

- (a) Agricultural vehicles, swamp buggies, dune buggies, ATV's.
- (b) Boats, boat trailers, jet-skis and water craft: Any trailer, travel trailer, boat trailer, with or without a boat, or any device that requires motion power from another source, and any water craft of any kind.
- (c) Recreational vehicles, mobile homes, motor homes, camper type vehicles.

(d) No loud or modified muffler vehicles.

(e) Other vehicles: Unlicensed or inoperable vehicles, government vehicles excluding police cars.

Towing. All vehicles parked on the Belvedere West Industrial Park Condominium property contrary to the provisions contained herein shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

The parking facilities shall be used in accordance with the rules and regulations adopted by the Board of Directors.

The Board of Directors is authorized to adopt additional rules and regulations regarding parking and vehicle restrictions.

20. Plumbing. All plumbing and plumbing fixtures shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown into them. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage. Cooking grease and oils may not be disposed of in the sink drain, garbage disposal or commode, separate container must be used for disposal of such materials. No water hoses are permitted to be used within the units or for the exterior.
21. Responsibility for Deliveries. Unit Owners shall be liable for all damages to the Condominium property caused by receiving deliveries, or moving or removing equipment, furniture or other articles to or from the Unit. The Association shall have the right to charge any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of equipment, furnishings or bulk trash to or from that Owner's Unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the Condominium or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit or any balance thereof within ten (10) days after the completion of construction of the interior of the Unit or after delivery or removal of any furnishings and/or bulk trash.
22. Roof. No one is permitted on the roof for any purpose, except roof contractors approved by or hired by the Association.
23. Trash. All trash, garbage and refuse from the Units shall be deposited with care in garbage dumpsters intended for that purpose. Garbage and other refuse shall be placed in sealed garbage bags and placed by hand, in designated trash

dumpsters. No garbage or garbage containers may be kept outside of the Unit or outside of the dumpster.

The dumpsters are not to be used for large items, wood, plumbing, construction debris and any material that is NOT Office debris.

24. Unit Owner Inquiries. An inquiry is a written request for information or a written request for an answer to a question. A verbal request for information or an answer to a question, or a written request for documents or anything other than information or an answer to a question is not an inquiry.

(a) An Owner has no right to and cannot make an inquiry, except as specifically permitted by law. Only owners of record (i.e., person whose name appears as a grantee on the deed conveying title to the condominium unit) can submit an inquiry. Non-owners, including those who hold a power of attorney, are prohibited from making an inquiry.

(b) An Owner who wants to make an inquiry must submit a written request to the Association. The inquiry must be mailed to the Association by certified mail, return receipt requested, to the Association's official mailing address at 990 Stinson Way, #213, West Palm Beach, Florida 33411. Any inquiry not mailed to the Association's official mailing address by certified mail, return receipt requested, is null and void, is deemed not received, and cannot be considered or responded to by the Association.

(c) An Owner cannot submit more than one (1) inquiry in any thirty (30) day period. In the event more than one (1) inquiry is submitted within a thirty (30) day period, such additional inquiries cannot be considered or responded to by the Association until the expiration of the thirty (30) day period for the prior inquiry and commencement of a new thirty (30) day period. Each such additional inquiry is considered a new inquiry with its own thirty (30) day period.

(d) If the Owner is dissatisfied with the Association's substantive response to the inquiry, or disagrees with the substantive response, the Association is not obligated to and cannot give an additional substantive response, or engage in an ongoing written debate with the Owner regarding the inquiry.

(e) All responses from the Association to inquiries will be in writing and deemed delivered to the Owner making the inquiry when deposited in the United States Mail, postage pre-paid, to the address of the Owner, as listed in the official records of the Association.

(f) Should any Owner inquiry involve threatened, pending, or potential litigation, matters subject to the attorney-client or attorney work-product privilege, matters that involve any other legally cognizable privilege, matters whose

confidentiality or privacy is protected, or matters which, if disclosed or published by the Association could subject the Association to liability, the Association will so notify the Owner, but cannot provide a substantive response to the Owner's inquiry.

(g) The Association cannot respond to any inquiry, except as specifically required by law. The Association can give a substantive response to the inquiry, notify the Owner that legal advice on the inquiry has been requested, notify the Owner that advice on the inquiry has been requested from the Department of Business and Professional Regulation, or respond in any other manner now or hereafter permitted by law.

#### Enforcement of Inquiry.

- (a) An inquiry cannot be made solely to harass another Owner or resident, the Association, or any Association officer, director, employee, or agent.
- (b) A response cannot be made to any inquiry that does not comply with the foregoing rules.
- (c) The Board of Directors, in accordance with the fining authority and procedures set forth in the governing documents, can levy a fine against any person who fails to comply with these rules.
- (d) The Board of Directors can take whatever appropriate legal action is available against any person who fails to comply with these rules.
- (e) Nothing in these rules can be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association are cumulative.
- (f) The Association shall not be obligated, in responding to any inquiry under the Statute, to incur professional fees to respond to inquiries which require professional advice or to digest information which is available from an inspection of the official records of the Association or to create a compilation or summary of information that is otherwise available from an inspection of the official records of the Association. If an inquiry under the Statute can be responded to with official records of the Association, the Association may respond by providing the owner an opportunity to inspect and photocopy pertinent records (in accordance with the provisions stated herein), the identity of such records to be reasonably and fairly set forth and described in a written response from the Association.

25. Weight Limitations. No Unit Owner shall cause to be placed any weight on any portion of his Unit which shall interfere with the structural integrity of the building.



26. Wires etc. No wiring may be installed or placed on the exterior of any Unit and no roof may be penetrated for any purpose. The exterior of a Unit may not be penetrated for any purpose.

27. Miscellaneous.

No garage sales or yard sales shall be allowed.

Any Unit Owner who is renting the Unit shall provide in the Unit lease that lessee is bound by all Rules and Regulations contained herein. The lease shall also provide that Lessee must carry general liability insurance coverage in excess of \$100,000.00, and also carry contents coverage (renters insurance) and provide proof of such insurance to the Unit Owner and the Association.