

**Rules and Regulations
For
Barefoot Beach Resort of Indian Shores, A Condominium**

The definitions contained in the Declaration of Barefoot Beach Resort of Indian Shores, a Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations.

1. The walkways, entrances, halls, corridors, stairways and ramps shall not be obstructed or used for any purposes other than ingress and egress to and from the Building and the other portions of the Property.
2. The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated or modified by any Unit Owner in any manner without the prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. All draperies, curtains, shades or other window or door coverings installed within a Resort Unit which are visible from the exterior of the Resort Unit or other portions of the Property shall have a white or beige backing unless otherwise approved in writing by the Board.
3. No article shall be hung or shaken from the doors, windows or balconies of the Resort Units or placed upon the outside window sills of the Resort Units without the prior consent of the Board.
4. No personal articles shall be allowed to stand on any portion of the Common Elements, other than balconies.
5. No Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Unit Owners.
6. Each Unit Owner shall keep his/her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof, or from any balcony, any dirt or other substance.
7. Each Resort Unit Owner who plans to be absent from his Resort Unit during the hurricane season (June 1 to November 30) must prepare his/her Resort Unit prior to his departure by:
 - (a) Removing all furniture, potted plants, and other movable objects from his/her screened porch or balcony, if any: and
 - (b) Designating a responsible firm or individual satisfactory to the Association to care for his/her Resort Unit should the Resort Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.
8. No rubbish, trash, garbage, refuse or other waste material shall be kept or permitted on the Property, except in sanitary, self-locking containers stored inside a Unit and kept in a clean and sanitary condition, and no odor shall be permitted to arise therefrom so as to render the Property

or any portion thereof unsanitary, offensive, detrimental or a nuisance to Unit Owners or to any other property in the vicinity thereof or to its occupants. All garbage, trash, refuse or rubbish shall be properly contained and placed for collection in a trash chute or dumpster, as applicable. No clothing or other household items shall be hung, dried or aired in such a way as to be visible from within the Property. No dead plants shall be kept on any screened porch. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Developer, during construction approved by the Association, or when accumulated by the Association for imminent pick-up and discard).

9. No Unit Owner shall request or cause any employee or agent of the Association to do any private business of the Unit Owner, except as shall have been approved in writing by the Association.

10. The Unit Owners, their family members, guests, invitees, employees, customer and lessees will obey the parking regulations posted in the parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Unit Owners.

11. Except in an emergency, a Unit Owner shall not cause or permit the blowing of any horn from any vehicle of which he, his family members, guests, invitees, employees or lessees shall be occupants.

12. No Unit Owner shall be allowed to put his mail receptacle, name, or street address on any portion of his Unit, except in such place and in the manner approved by the Association for such purpose, which approval shall be based on aesthetic grounds within the sole discretion of the Board.

13. In case of any emergency originating in or threatening any Unit, regardless of whether the Unit Owner is present, the Association or any other person authorized by the Association, or any management firm, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency.

In order to facilitate access to Resort Units by the Association for the purposes enumerated in the Declaration, each Resort Unit will, at the Association's discretion, contain an electronic door lock system capable of using specially encoded magnetic metal keys, which will be individually issued to guests (or for Resort Unit Owners, reactivated) at the time of check-in to the Condominium. Such keys will be able to access only the Resort Unit assigned to such guest. Similar keys may also be issued to selected resort service personnel who may be servicing the Resort Units before, during and after the stay of a guest. The Resort Unit Owner shall change the locks to his Resort Unit for any purposes whatsoever, without the prior written consent of the Association and delivering to the Association a new set of keys (or access card or code, as may be applicable) to such Resort Unit.

14. Any and all lease agreements between a Resort Owner and a lessee of such Resort Owner shall be in writing and must (i) be for residential purposes, (ii) be for not less than the entire Resort Unit, and (iii) be for a term of not less than one (1) days. Each occupant shall comply with the covenants, terms, conditions and restrictions of the Declaration (and with any and all exhibits attached to the document), including without limitation, any and all regulations and/or procedures regarding check-in and check-out for Resort Unit Owners and residents, coordination of any charging privileges which the Association may elect to afford Resort Unit Owners, their guests, invitees, or tenants and other matters reasonably necessary to allow Resort Unit Owners and resort guests to be well integrated into a unified structure and operation.
15. Neither Owners, nor their families, lessees, licensees, invitees, designees; employees or guests, shall mark, mar, damage, destroy, deface or engrave any part of the Building or Common Areas. Owners shall be financially responsible for any such damage.
16. Lawns, shrubbery or other exterior plantings shall not be altered, moved or added without permission of the Association.
17. Complaints regarding the management of the Property or regarding actions of other Resort Unit Owners shall be made in writing to the Association.
18. A Resort Unit Owner shall show no sign, advertisement, or notice of any type on the Common Elements or in or upon his Resort Unit so as to be visible from the Common Elements or any public way, except for permitted signs for the Commercial Units.
19. No animals, fish, livestock, birds or poultry of any kind shall be raised, bred or kept by any person upon any portion of the Properties, unless Association, in its sole and absolute discretion; makes a specific exception in writing for a Unit Owner. A violation of this Section shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine violators and/or require any animal to be permanently removed from the Properties.
20. Absent resort Unit Owners and their lessees shall notify the Association, and if applicable, the management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy their Resort Unit.
21. No clothesline or other similar device shall be allowed on any portion of the Common Elements.
22. No boats, boat trailers, recreational vehicles, house trailers, motor homes or go-carts shall be placed, parked, or stored within the Property, provided, however, any vehicle kept on the Property must be able to fit within a Parking Space. No maintenance or repair shall be done upon or to any such vehicles, except where totally isolated from public view. The Association shall have the right to authorize the towing away of any vehicle in violation of these Rules and Regulations with the costs to be borne by the owner of the vehicle or by the violator.

23. A Unit Owner shall not install any screen doors, roll-ups, storm shutters, awnings, hardware or the like without the prior written approval of the Board as to design and color and, in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the Building and the design of any of such items which have been previously installed at the time Board approval is requested. Board approval, however, does not and shall not be construed to constitute approval or conformance with the County or city building codes. It shall be the responsibility of each Unit Owner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to the installation of any of the foregoing items. No hurricane shutters may be installed without the prior written consent of the Association, which consent may be unreasonably withheld. If the installation of hurricane shutters is made which does not conform to the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Unit Owner's expense or they shall be removed.

24. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.

25. With respect to all Resort Units located on the second floor of the Building, all carpeted floors must be covered with a pad of a minimum weight designated by the Association. Installation of hard-surfaced floor coverings, other than those installed by the Developer, such as tile, marble, wood, and the like, in any portion of the Resort Unit, must first be submitted to and approved by the Board, and if approved, must meet all sound insulation standards established by the Board from time to time, and also meet all applicable structural requirements. Further, the Board will have the right to specify the exact material (s) to be used for sound insulation purposes. The installation of any improvement or heavy object, including any large tree or plant on a screened porch, must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building. The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Resort Unit Owner's sole expense. Additionally, the Board will have the right to specify the exact material to be used on screened porches and, in that regard, indoor/outdoor carpeting shall not be permitted on screened porches. Resort Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violation. Each Resort Unit Owner, by acceptance of a deed or other conveyance of his or her Resort Unit, hereby acknowledges and agrees that sound transmission in a building such as the is very difficult to control, and that the noises from adjoining or nearby Resort Units and/or mechanical equipment can often be heard in another Resort Unit. Developer does not make any representation or warranty as to the level of sound transmission between and among Resort Units and the other portions of the Resort Property, and each Resort Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

26. ALL PERSONS USING THE POOL AND ANY OTHER RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK

27. The swimming pool may be used between the hours of 9:00 a.m. and 9:00 p.m.

28. Glass bottles or glass containers shall not be permitted in the pool area.

29. The pool and pool terrace are to be left in clean condition for the mutual benefit of all.

30. Chairs, tables and lounges in the pool area may not be taken to any other areas.

31. Hours of operation for Commercial Units shall be from 7:00 a.m. to 12:00 a.m.

32. The procedure for enforcing these Rules and Regulations shall be as follows:

(a) First Offense (1st Notice)

When the Association becomes aware of noncompliance of a rule or regulation by a Unit Owner, family member, guest, employee, customer, invitee or lessee, it shall send a certified letter to the Unit Owner advising him of the rule to which he has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) Second Offense (2nd Notice)

If a second report is made that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Unit Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Unit Owner by certified mail.

(c) Third Offense (3rd Notice)

If a third report is made that a violation has been repeated or has continued beyond the time specified within the second notice, the Unit Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following verification of the violation by the Board.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

(e) Exemptions

Any Unit Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

33. A Unit Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Unit owners shall be responsible to pay all court costs and Legal Fees

incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Board has authorized the following schedule of fees for such circumstances:

- (a) Fifty Dollars (\$50.00) for a warning letter to a Unit Owner that he is delinquent in the payment of his Assessments;
- (b) One Hundred Dollars (\$100.00) for a Claim of Lien, plus recording costs of \$10.00, and sending of Notice of Intention to Foreclose;
- (c) Fifty Dollars (\$50.00) for any subsequent Claims of Lien, plus recording costs of \$10.00;
- (d) Fifty Dollars (\$50.00) for a Satisfaction of Lien, plus recording costs of \$10.00; and
- (e) Any further action would require an hourly computation of an attorney and paralegal time spent pursuing collection of such unpaid Assessments.

34. Before levying a fine against a Unit Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

(a) Afford the Unit Owner against whom the fine is sought to be levied and opportunity for hearing before a committee of other Unit Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.

(b) Provide an opportunity to the Unit Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association. If the Committee does not agree with the fine, the fine may not be levied.

35. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.

36. The Unit Owners should refer to the Occupancy and Use Restrictions contained in Article 15 of the Declaration which are binding upon all Unit Owners.

37. These Rules and Regulations may be modified, added to or repealed at any time by the Association.

38. Notice of meetings of the Unit Owners and the Board shall be posted (at a location to be designated by the Board) at least fourteen (14) continuous days preceding such meeting.

39. With regard to meetings of the Board and meetings of the Members (collectively referred to herein as "Meetings"), the following rules shall apply:

(a) THE RIGHT OF UNIT OWNERS TO SPEAK AT MEETINGS

A Unit Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting.

The following restrictions shall apply:

- (1) The Unit Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Unit Owner has spoken.
- (2) The Unit Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Unit Owner.
- (3) The Unit Owner may speak only on matters specifically designated on the agenda.
- (4) The Unit owner may speak only once at a Meeting.

(b) THE RIGHT OF UNIT OWNERS TO TAPE RECORD OR VIDEOTAPE MEETINGS

A Unit Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

- (1) The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.
- (2) The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Unit Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.
- (3) The Unit Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

40. The Association will perform quarterly canine inspections of all units and owners will be notified of the inspection dates. Owners of the units having bed bugs that were detected have 72 hours to treat the unit by a certified pest control specialist using one of the commercially acceptable methods of treating, chemical or heat, at the expense of the owner. If owners do not treat the unit having the bed bug detection, the Association will contract for treatment of the infestation and bill the owner of the unit for the services provided.

By Resolution of the Board of Directors of Barefoot
Beach Resort of Indian Shores Association, Inc.