

PALM COVE LOFTS HOMEOWNER'S ASSOCIATION
RULES AND REGULATIONS

A. GENERAL RULES

1. No portion of a Home (other than the entire Home) may be rented. No entire Home may be rented for a term of less than three (3) consecutive months and no Home may be rented more than once in any twelve (12) month period.
2. In order to preserve the residential character of PALM COVE LOFTS, no business, trade or profession of any type whatsoever shall be conducted from within a UNIT in PALM COVE LOFTS without the prior written consent of the Association. Notwithstanding the preceding sentence, an Owner may conduct business activity in his/her Unit via a computer, facsimile or other similar device that is not a nuisance to other Owners subject to the terms set forth in the DECLARATION. The Association shall possess additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses other than those noted in this document may be permitted, and further, the Association shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of PALM COVE LOFTS.
3. The exteriors shall be consistent with the theme adopted by the Developer. No improvements or changes to the structure of any kind to a lot, including painting of any exterior wall, door or garage door, shall be Permitted without the approval of the Board of Directors of the Association ("Board") and must receive Board approval and all related governmental approvals/permits prior to commencing construction.
4. No walls, fences or gates are permitted other than as installed by the Developer or as approved by the Board, and will be maintained by the Association.
5. Passenger automobiles, sport/utility vehicles, or small/mini-trucks, vans, and motorcycles that are used for personal transportation and not commercial uses and that do not exceed the size of one parking space ("permitted vehicles"), may be parked only in areas provided for that purpose. No campers, motorhomes, trailers, RVs, boats or boat trailers may be brought onto or parked on Association Property at any time. Mopeds may be operated on Association Property but must be parked in the Garages only. Parked vehicles may not block the Private Drive or the Driveways. Vehicles may not be parked overnight in the Private Drive or the Driveways. Guest parking shall be on a first come-first served basis. No Owner shall keep any vehicle on the Property which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than nine (9) hours on Mondays through Saturdays between the hours of 8:00 am and 5:00 pm (except in emergency or except within the Garage of the Home with the Garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon the Property. The Association shall have the power to move or tow away an improperly parked permitted vehicle, or moped, as well as any commercial vehicle, recreational vehicle, boat or boat trailer and the Association is specifically granted the rights and benefits of Section 715.07, Florida Statutes. No vehicle maintenance or repairs shall be performed on the Association Property except for emergency repairs or car washing for non-commercial purposes.

6. No exterior radio, television, satellite or data reception antennas, satellite dishes, or any exterior wiring for any purpose may be installed on the exterior of Unit boundaries or in Association Property.
7. A Unit Owner may display one (1) portable, removable United States flag.
8. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to or exhibit anything from any part of the Unit or Association Property that is visible from the exterior of the Building, without the prior written consent of the Association.
9. For overall safety and to prevent damage to Association Property, no debris, garbage, or other items may be dropped from a balcony or rooftop deck. Materials must be brought to the ground floor inside the unit and hauled off the property or otherwise disposed of properly. The Association has at its sole discretion the authority to repair damage to Association Property that is the result of violation of this rule, and the costs for such repairs shall be at the sole cost and expense of the Owner of the Unit associated with the violation.
10. All screening, window and exterior glass door coverings shall only be in the colors specified by the Association.
11. No plant materials shall be installed except by the approval and authority of the Board.
12. All Unit Owners are financially responsible to the Association for damage to the Common Elements or Limited Common Elements that is caused by themselves, their tenants, contractors, agents, guests and family members.
13. Pets are allowed, however, no Unit Owner shall allow its pet(s) to commit any nuisance, to interfere with the rights of other Unit Owners, to unreasonably annoy other Unit Owners, or to make improper use of the Association Property. In addition, the following regulations shall apply:
 - a. Pets will be under handheld leash or carried at all times on the Common Elements and Association Property.
 - b. Messes made by pets must be immediately removed by Owners or handlers.
 - c. Pets that are vicious, noisy or otherwise unpleasant will not be permitted.
 - d. Not pets shall be kept, bred or raised for commercial purposes.
 - e. Pets may not be left unattended on roof top decks or balconies.
14. Ball playing and other sports activities are not permitted after dusk, parents must put out a "Children at Play" sign and children must be supervised by an adult when playing in the common area.
15. Except when placed in the Association property for pick-up, no garbage containers shall be visible from any street. Trash cans shall be placed in designated areas no earlier than 5:00 pm the night before pick-up and removed no later than midnight on the day of pick-up.
16. No sign of any kind shall be displayed to the public view on the Property, without the prior consent of the Association.

17. Temporary hurricane shutters may be installed only when danger of a hurricane is imminent, usually when a Hurricane Watch is in effect. Such installation must be completely removed and the property restored to its original condition within seven (7) days from when such storm is no longer a threat to the community. In the event of a severe storm or hurricane, all exterior furniture, potted and/or unsecured plants and garden equipment, ornaments and any other unsecured items which may cause property damage to the Association Property or the property of other Owners must be moved indoors prior to the storm.
18. Each Unit Owner who plans to be absent during hurricane season (June 1 through November 30 of each year) must prepare his/her Unit before departure by: (1) removing all furniture, plants and other objects from rooftop decks, balconies and other outdoor areas; and (2) designating a responsible firm or individual to care for the Unit in the event of a hurricane threat and/or should the Unit suffer hurricane damage and by furnishing to the Board the name and contact information of said firm or individual. Such firm or individual designated by the Owner shall be subject to the approval of the Association. Should such firm or individual not be designated or available, the Association is authorized to take whatever steps are necessary in its discretion to protect the Unit and the Association Property, at the sole cost and expense of the Owner.
19. There shall be no solicitation by any person anywhere in or on the Property for any cause or purpose whatsoever, unless specifically authorized by the Association.
20. Repair, construction, decorating or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 am and 5:00 pm only, except in case of an emergency authorized by the Association.
21. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Property, except signs used or approved by the Board of Directors. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door on the Unit. No Unit Owner shall in any way affix any "for sale" or "for rent" signs or any other kind of sign, notice or advertisement to the exterior of his Unit or in any way allow any sign to be visible to the general public from inside or outside the Unit.
22. These Rules and Regulations will apply equally to Owners, their families, guests, contractors, invitees, domestic help, occupants and lessees.
23. The Board of Directors of the Association may impose a fine for each violation of these Rules and Regulations or any violation, in accordance with the terms set forth in the DECLARATION.
24. All Owners, tenants, invitees, licensees, guests, family members, agents, contractors, employees and occupants of a Unit shall comply with these Rules and Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the DECLARATION, Articles of Incorporation and By-Laws of the Association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person, and the Owner of the Unit associated with the violation, to the imposition of a fine in accordance with the terms set forth in the DECLARATION and to possible legal remedies, including, but not limited to, suits for money

damages, injunctive relief, or any combination thereof, as set forth in the DECLARATION, the Articles and the By-Laws.

25. 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 for specific restrictions contained in these Rules and Regulations upon written request therefore, and for good cause shown in the sole opinion of the Board.
26. All approvals required or permitted hereunder from the Association shall be in writing.
27. The Association has adopted reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, as permitted per §F.S. 720.303(5)(c):
 - a. Official records requests are limited to one (1) per calendar month per Member/parcel owner.
 - b. At the option of the requesting Member, document requests totaling 25 pages or less can be fulfilled, to the extent permitted by statute, via electronic delivery to the email address of the Member making the request. All Members choosing to exercise this option must provide an email address for this purpose.
 - c. All other requests are subject to the guidelines and applicable charges as provided by statute.
28. All meetings of the Board and members shall occur in person as required under Florida Law, providing any member who would like to appear in person an opportunity to do so, unless an emergency order is issued by the Governor, or as provided under Chapter 720 and Chapter 617 of the Florida Statutes, as may be amended from time to time. In addition to in-person meetings, the Association will provide for those members who have any medical or other issues necessitating virtual meetings, shall be permitted to attend the meetings via Zoom or other Association approved virtual means and methodology. This will also include telephone conference calls. Notwithstanding anything contrary herein, all meetings shall be noticed as provided by the Association's Governing Documents and/or Florida Statutes, as may be applicable.
29. The Rules and Regulations do not purport to constitute all of the restrictions affecting the Property. Reference should also be made to the DECLARATION, the Articles, the By-Laws and any other Association governing documents.

Establishment of Nominating Committee and Absentee Ballot Voting for Directors

To comply with Florida Statutes, the Association hereby incorporates Chapter 720, Florida Statutes, as may be amended from time to time. Therefore, the Association incorporates Chapter 720.306(9)(a), Florida Statutes, for the purpose of taking nominations for the Board of Directors prior to the Annual Meeting and, therefore, eliminating the requirement of floor nominations.

Sixty (60) days prior to the date of the Annual Meeting, the Association's Board of Directors will appoint a Nominating Committee comprised of three (3) Members of the Association who will be chosen by a majority vote of the Board of Directors. Within ten (10) days from the date of the Committee's appointment, the Committee will work with the Property Manager or the Board of Directors to send an invitation to Members of the Association to determine who desires to be considered for any of the open seats for the upcoming election. The invitation will be sent by mail and email to all Members who have provided their email address. Those Members, or the parents, children or spouses of Members, interested in being considered for one of the open seats in the upcoming election shall have fifteen (15) days to submit via email, mail or hand-delivered, in writing to the Property Manager or the Association, their intent to run for the Board of Directors, and provide, if they choose, an informational sheet on one 8-1/2" x 11" piece of paper describing their qualifications and reasons for running for the Board of Directors.

No later than thirty (30) days prior to the date of the Annual Meeting, an official ballot with the names of all of the candidates, in alphabetical order by last name, created by the Property Manager or the Association and approved by the Board of Directors, shall be sent via mail and email to all Members who have provided their email address. The ballot will also indicate how many seats are open at the upcoming election, and clearly provide that no more than the open number of seats may be voted for. The Association will not accept any substitute ballots or ballots drafted by anyone other than the official ballot it provides.

The vote shall be by secret vote in the same manner as is required under Chapter 720 of the Florida Statutes. This means that a completed ballot shall be placed in a sealed inner blank envelope which shall be placed within a sealed, signed outer envelope indicating the unit address as well as the printed name of the owner and the signature of the owner. The name on the outer envelope must match that on the Warranty Deed for the property. If in a Trust or other legal entity, then there must be a voting certificate on file with the Association granting the person voting with the right to do so. If any unit provides more than one ballot, those votes will only count as one vote as long as the votes are consistent and do not conflict. A conflicting vote will be disregarded, and no vote will be counted for that unit. Ballots may not be returned via email, and only original ballots submitted in the two-envelope format will be counted. Ballots received after the Annual Meeting will not be counted.

Owners may mail in their ballot to the Property Manager or the Association; drop it in the Documents box located on the property; or bring it to the Annual Meeting, at which time all properly completed and submitted ballots shall be counted and the new Board shall commence service for the community. There will be no nominations from the floor at the Annual Meeting.

Prior to or at the Annual Meeting, a ballot may be replaced by the same Member by having that ballot pulled prior to the start of the Annual Meeting and completing a new official ballot using the same two envelope format.

These Rules are intended to clarify the election process set forth under the Association's recorded Restrictive Covenants and comply with Chapter 720 of the Florida Statutes. Any violation of these provisions or those governing election pursuant to the Declaration may invalidate an Owner(s)' vote.

B. RULES FOR UNIT OWNER'S PARTICIPATION IN BOARD MEETINGS, BUDGET COMMITTEE MEETINGS AND MEETINGS OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD

1. RIGHT TO SPEAK

- a. To the maximum extent practicable, the posted Board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the Board.
- b. Robert's Rules of Order (latest edition) will govern the conduct of the Association meeting when not in conflict with the DECLARATIONS, the Articles of Incorporation or the By-Laws.
- c. After each motion is made and seconded by the Board Members, the meeting Chairperson will permit Unit Owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the Association.
- d. Unit Owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report, or the Chairperson determines that it is appropriate or in the best interest of the Association.
- e. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the Chairperson.
- f. While a Unit Owner is speaking, he or she must address only the Chairperson; no one else is permitted to speak at the same time.
- g. A Unit Owner may speak only once and not for more than three minutes, and only on the subject or motion on the floor.
- h. The Chairperson, by asking if there is any objection and hearing none, may permit a Unit Owner to speak for longer than three minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only, and if there is an objection the question will be decided by Board vote.
- i. The Chairperson will have the sole authority and responsibility to see to it that all Unit Owner participation is relevant to the subject or motion on the floor.

2. RIGHT TO VIDEO OR AUDIOTAPE

- a. Audio and video equipment and devices the Unit Owners are authorized to use at any such meeting must not produce distracting sound or light emissions.
- b. Audio and video equipment will be assembled and placed in a location that is acceptable to the Board or the committee before the beginning of the meeting.
- c. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.
- d. At least 24 hours' advance written notice will be given to the Board by any Unit Owner desiring to use any audio/video equipment to record a meeting.

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