

**RULES AND REGULATIONS**

**FOR**

**FOUR TURNBERRY PLACE**

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## RULES AND REGULATIONS FOR FOUR TURNBERRY PLACE

These Rules and Regulations for Four Turnberry Place (these "*Rules and Regulations*") are hereby implemented for the development known as Four Turnberry Place to supplement the restrictions contained in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Four Turnberry Place, as may be amended (the "*Declaration*").

1. *Definitions.* All capitalized terms not otherwise defined in these Rules and Regulations shall have the same meanings ascribed to such terms in the Declaration.

2. *Applicability.* The Rules and Regulations shall govern the conduct and activities of and be binding upon all Owners, each Owner's Family, household members, guests, employees, invitees, lessees and/or guests of any of the foregoing ("*Governed Individuals*"). Every Governed Individual shall comply with these Rules and Regulations and any other rules and regulations which from time to time may be adopted by the Board and provisions of the Association Governing Documents and the Master Association Governing Documents. Each Owner is responsible for any violations of these Rules and Regulations, the Association Governing Documents and/or the Master Association Governing Documents by a Governed Individual who is a Family member, household member, guest, employee, invitee or lessee of such Owner. Notwithstanding anything to the contrary contained herein, these Rules and Regulations shall not apply to the Declarant, nor its agents, employees and contractors, nor to any of the Units owned by the Declarant.

3. *Enforcement.* These Rules and Regulations shall be enforced by the Board or a committee designated by the Board in accordance with the notice and hearing provisions set forth in the Bylaws. In the event a Governed Individual does not comply with these Rules and Regulations, the Board may take any or all of the following actions: (i) levy a Special Assessment; (ii) suspend an Owner's voting privileges as an Owner; (iii) enter upon a Unit to make necessary repairs, or to perform maintenance which, according to the Declaration, is the responsibility of the Owner of such Unit; (iv) lien the Unit; (v) suspend or condition the right of said Owner and/or other Governed Individual to use any recreational facilities in the Project; or (vi) charge the Owner for any maintenance performed upon his or her Unit.

4. *Reporting of Violations.* An Owner may report a violation of these Rules and Regulations, the Association Governing Documents or the Master Association Governing Documents in writing to the Board or any person or committee designated by the Board, which writing sets forth: (i) the alleged violation; (ii) the name of the Governed Individual who allegedly committed the violation; (iii) the name of the Owner who is responsible for the violation; and (iv) the name, address and phone number of the person making the complaint.

5. *Use of the Common Elements.*

5.1. *Noise.* There shall be no disturbing noises in or about the Common Elements which would interfere with the rights, comforts or conveniences of an Owner or person lawfully using such Common Elements or a Unit. There shall be no playing of any musical instruments, or audio or visual equipment on or about the Common Elements in such a manner as to disturb or annoy other residents.

5.2. *Odors.* No disturbing odors may be caused or permitted to exist on or about the Common Elements.

5.3. *Signs and Projections.* Except as provided to the Declarant under the Declaration, no sign, poster, billboard, advertising device, notices, lettering or other display of any kind may be displayed, painted or affixed in, on or upon any part of the Common Elements or any part of a Unit so as to be visible outside the Unit. Additionally, no awning, canopy, shutter, air conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portions of the Building or on the Common Elements without the prior written approval of the Board.

5.4. *Personal Property.* The sidewalks, entrances, passages, lobbies, elevators, hallways and similar portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Project and Units. No carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Elements, except in areas, if any, designated for such purposes. All personal property must be stored in an Owner's Unit or designated storage space.

5.5. *Lobby Area.* The lobby and its furnishings shall not be used for any business conferences. Business materials, documents and the like shall not be displayed in the lobby.

5.6. *Photography.* Motion picture showing and/or photography or video, by commercial crews, is not permitted without the prior written consent of the Board.

5.7. *Association Property.* Unauthorized usage, borrowing or removing any equipment or property owned by the Association is prohibited.

5.8. *Food and Beverages.* Food and beverages may not be consumed on the Common Elements except as specifically permitted by the Board.

5.9. *Attire.* All persons must wear shirts and shoes in the lobby area and other Common Elements outside the pool area and private terraces. No persons wearing bathing suits shall be allowed in the lobby area. No wet persons shall be allowed in the lobby area.

5.10. *Elevators.* Elevators shall not be held or delayed.

5.11. *Flagpoles.* No free-standing flagpoles shall be erected or maintained on or upon the Common Elements and no flags shall be affixed so as to be visible from any portion of the Project without the prior written approval of the Board.

6. *Use of the Units.*

6.1. *Noise.* No noise shall be made in any Unit which can be heard from any portion of the Building, other Units or the Common Elements outside of such Unit. No Owner or occupant of any Unit shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, sound amplifier or any other electronic equipment in such Owner's Unit in such a manner as to disturb or annoy other residents.

6.2. *Odors.* No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Owner or resident. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

6.3. *Electronic Devices.* No radio or television installation, or other electric equipment, shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.

6.4. *Flammable Materials.* No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements except as are normally used for household purposes.

6.5. *Window Coverings.* Curtains, drapes and other window coverings (including linings) which face the exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Board in writing. No aluminum foil may be placed in any window or glass door of a Unit and no reflecting substance may be placed on any glass in a Unit except a substance previously approved by the Board in writing.

6.6. *Cooking Devices.* No barbecue grills, habachis or other similar devices shall be allowed on the balconies or terraces.

6.7. *Terraces and Balconies.* No articles other than patio-type furniture (excluding umbrellas) and suitable plants shall be placed on any terraces or outside balconies. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind or other articles shall be shaken or hung from any of the windows, doors, terraces or balconies or other portions of the Building.

6.8. *Nuisances; Illegal Acts.* Nothing shall be kept or permitted to be kept in a Unit which will increase the insurance rates of the Association or obstruct or interfere with the rights of any other Owner or the Association. No nuisances or illegal acts shall be committed in a Unit or upon the Common Elements.

7. *Moving and Deliveries.*

7.1. *Scheduling.* All individuals moving in or out of the Building must notify the Manager or other person designated by the Board not less than one (1) week in advance and must coordinate with the Manager or such other person for a convenient day and time during which the move may occur. Moving and deliveries shall only be allowed between the hours of 8:00 a.m. and 5:00 p.m. daily and shall not be permitted at all on Sundays and holidays.

7.2. *Deposits.* A move-in/move-out deposit may be required in an amount as determined by the Board. Each Owner shall be responsible to the Association for any damage caused as a result of such individual's move. If no damage has been caused by the move, the deposit will be returned to the Owner.

7.3. *Elevator Use and Parking.* Moving and deliveries shall occur only with the use of the service elevator. Service doors may not be propped open during a move. Moving and delivery trucks must only park in the area so designated by the Manager or other individual designated by the Board to coordinate such activities.

8. *Contractors, Construction and Decorating Personnel.*

8.1. *Hours of Work.* Construction, remodeling and decorating of Units will be permitted only from the hours of 8:00 a.m. to 5:00 p.m. and shall not be permitted on Sundays and holidays. Any work resulting in noise to neighbors is not permitted before 9:00 a.m.

8.2. *Approval for Work.* All additions, alterations or other improvements by an Owner must first be given the written approval of the Board in accordance with the Declaration.

8.3. *Service Vehicles and Debris.* All workers must park their service vehicles as directed by the Manager or other authorized person. No debris shall be stored in the hallways or other Common Elements. Workers must clean up and remove all debris daily. No building debris may be discarded in the trash chutes or trash bins belonging to the Association.

9. *Sales/Leasing of Units.*

9.1. *Duty to Inform.* An Owner shall provide written notice to the Board, or its designee when listing his or her Unit for sale or lease. Owners must also provide the names of their real estate brokers and/or agents, including their telephone numbers. Furthermore, an Owner shall inform, and cause the Purchaser to inform, the Board, or its designee when the parties have closed the sale of the Unit. No agents or brokers will be permitted on the premises except when this rule has been observed.

9.2. *Signage.* No signs or advertising material of any kind visible from the outside of a Unit are permitted on doors, walls, windows, terraces, balconies or Common Elements. Units may be shown by appointment only. There shall be no open houses or group showings of a Unit.

9.3. *Leases.* All leases must be approved by the Board as set forth in the Declaration.

9.4. *New Owners/Lessees.* Each Owner shall provide written notice to the Board, or its designee when his or her Unit has been sold or leased, and such notification must include the Purchaser's or lessee's name, address and telephone number. The Board shall be responsible for providing the Purchaser or lessee a copy of the Association Governing Documents, the Master Association Governing Documents and these Rules and Regulations, as further set forth in Article 7 of the Declaration. The Board shall have the right to charge Owners a reasonable fee for the processing of leases and sales of Units.

9.5. *Units Owned by the Declarant.* Nothing contained within this Article 9 shall prohibit the Declarant or its agents from maintaining sales offices, signage and model units as provided in the Declaration.

10. *Vehicle Regulations.*

10.1. *Repairs and Upkeep of Vehicles.* No repairs or other work may be performed on vehicles in the Common Elements, including assigned parking spaces, except for minor emergency work necessary for start-up or towing. Any vehicles with fluid leaks must be repaired within twenty-four (24) hours and all fluids which have leaked onto the Common Elements must be cleaned up.

10.2. *Parking Spaces.* All vehicles must be parked in a manner so as to fit wholly within the designated assigned space and shall not block traffic or turn lanes.

10.3. *Duplicate Keys.* All Owners, lessees and other persons who use the valet services that may be provided by the Association shall at all times retain duplicate vehicle keys. The liability of the Association for keys lost by the valet attendants shall be limited to the cost of making a copy of a key from an existing key. In no event shall the Association be responsible for making new, original or re-keying/replacing vehicle locks or for any damages or claims that may arise as a result of the loss of a key.

11. *Pool Area.*

11.1. *Hours.* The Board shall determine the hours during which the pool area shall be open.

11.2. *Persons Permitted to Use the Pool.* Each Unit is permitted no more than two (2) non-resident guests in the pool area at any one time and all guests must be accompanied by the resident at all times. Owners may obtain prior written consent from the Manager or other person designated by the Board to have more than two (2) non-resident guests in the pool area at any one time; *provided, however,* that Owners and residents of the Units have absolute priority over non-resident guests and/or party attendees.

11.3. *Risk of Injury.* All persons using the pool do so at their own risk. There is no lifeguard on duty. There is always a risk of personal injury when using the pool and the pool area. All persons must read and observe all warning signs and rules posted in the pool area. The Association shall not be responsible for any accidents, injury or loss.



11.4. *Prohibited Activities.* There shall be no jumping or diving into the pool. There shall be no boisterous or rough play permitted in the pool or the pool area. There shall be no running around the pool deck. There shall be no bicycles, skateboards, skates or other similar equipment or devices permitted on the pool deck. There shall be no ball-playing of any kind. Surfboards, boogie boards or other objects are not permitted in the pool. No glass objects are allowed or permitted in or about the pool area.

11.5. *Attire.* Suitable bathing attire is required in the pool area. Shoes, clogs, sandals or other appropriate footwear must be worn at all times while on the pool deck. No diapers are allowed to be worn in the pool.

11.6. *Children.* Children under the age of fourteen (14) must be accompanied by an adult at all times while in the pool area.

12. *Trash.* Trash and garbage must be placed in tied plastic bags and deposited in the trash chutes. Boxes and large items of garbage may not be placed in the trash chutes, but must be taken to the dumpster in the garage level by use of the service elevator. Hazardous materials or combustible materials, such as paint products or chemicals, shall not be placed in the trash chutes. No trash, garbage or other items shall be placed outside of a Unit door.

13. *Door Locks.* Owners must allow representatives of the Association and other emergency personnel access to their Units in case of emergencies. In the case of any emergency originating in, or threatening, any Unit, regardless of whether the Owner is present at the time of such emergency, the Board, the Manager or any other person authorized by the Board shall have the right to enter into such Unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate. To facilitate entry in the event of such an emergency, each Owner, if required by the Board, shall deposit a key to such Owner's Unit with the Board. The Board shall have a master key to fit the door lock to all Units. If an Owner wants additional locks as additional security, then such Owner shall deposit with the Board a duplicate key for each such additional lock for use in emergencies.

14. *Telephones.* Telephone services must be maintained at all times in each Unit. Each Owner shall advise the Board and any gatehouse employees of his or her telephone number.

15. *Solicitation.* There shall be no solicitation by any person anywhere in the Building or Common Elements for any cause, charity or other purpose whatsoever unless specifically authorized by the Board.

16. *Storage Units.* No flammable products or perishables may be stored in any of the storage units. The Association shall not be liable for any loss or theft of items stored in the storage spaces.

17. *Pets.* Pets shall only be allowed as set forth in the Declaration. No pets shall be permitted outside of a Unit unless attended by an adult and on a leash of not more than six (6) feet long. Pets shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. No pets may be left

unattended anywhere outside a Unit, including balconies and terraces. No pets shall be allowed on any elevators other than a service elevator.

18. *Association Employees.* Employees of the Association are not to be engaged by any Owner or other person for personal errands which are not within the scope of the applicable employee's duties.

19. *Children.* Children shall be the responsibility of their parents or legal guardians who must supervise them at all times while they are within the Condominium Project. All children shall be required to comply with these Rules and Regulations, the Association Governing Documents and the Master Association Governing Documents. No playing shall be permitted in any of the lobbies, hallways, stairways, elevators or other Common Elements.

20. *Relief.* The Board shall have the power, but not the obligation, to grant relief in particular circumstances from the provisions of these Rules and Regulations for good cause.