

RULES & REGULATIONS
OF
FLANCO CONDOMINIUM ASSN. INC.

For The Operation Of

F L A M E N C O T O W E R S
3701-31 NORTH COUNTRY CLUB DRIVE
AVENTURA, FLORIDA 33180

The within Rules & Regulations were approved by the
Board of Directors of the Flanco Condominium Association

DECEMBER 1, 1993

They revise and supercede the present Rules & Regulations
and shall remain in effect until further properly
revised or amended as experience may dictate.

* * * * *

MYRON LEWIS PRES.

FLAMENCO CONDOMINIUM

RULES & REGULATIONS

PART I - INTRODUCTION

A. Documentation

1. The Rules & Regulations of Flamenco Condominium Assn. Inc (Association) are based upon, and serve to supplement the provisions (where applicable) of the following Documents:

- * The Condominium Act of the State of Florida (Chap.718)
- * The Declaration of the Flamenco Condominium
- * The Certificate of Incorporation of the Flanco Condo-Association, Inc.
- * The By-Laws of the Flanco Condominium Assn., Inc.

2. Chap.718 provides for the observance of Chap.718, the Declaration, the Certificate, the By-Laws, and the Rules & Regulations by the Unit Owners and Occupants, and for their enforcement by the Board of Directors of the Association (Board of Directors). The Board of Directors is empowered to levy fines for violations of the Rules & Regulations. (Chap.718.303(3))

B. Compliance

All Unit Owners, their Tenants, families, guests, and any other persons using the Condominium property or grounds, MUST comply with the aforesaid Documents now in force, or as hereafter properly revised or amended. Failure to comply shall subject them to damages, fines, charges, expenses, and other penalties and remedies permitted by law.
(Refer to: Chap 718.303(3), copy attached)

FLAMENCO CONDOMINIUM

RULES & REGULATIONS

PART III - HOUSE RULES

A. General Use & Occupancy

1. (a) Each of the units shall be occupied and used only as a single family residence by the respective owners thereof, their tenants (prior approval having been obtained from the Association), families, servants, and guests, and for no other purpose.

(b) A Unit Owner planning to allow his/her family, or friends to occupy his/her unit during his/her absence, MUST inform the Manager in our Condominium office, IN ADVANCE of such indicated occupancy, furnishing information as to names and number of persons so occupying, as well as their arrival and departure dates.

This is in accordance with the Condominium Documents and is intended to protect the Unit Owners as well as the Association from unauthorized occupancy or abuse. (Refer to: Declaration pgs 27-31, Sec.17; and Sec.18 with amendments and additions, 18.10, 18.11, & 18.12, copy attached).

(c) Guests should check in with the Manager in the Condo Office upon arrival, and by following the above procedure they will be acknowledged and welcomed.

2. Water shall not be kept running for an unreasonable and unnecessary length of time.
3. Units containing washing machines: Valves controlling water to washing machines MUST be turned OFF after each use to avoid bursting of hoses, and causing costly flooding to the unit and units below. Liability is the full responsibility of the Unit Owner whose unit causes the damage.
4. The common elements shall be used only for the purposes for which they were intended.
5. Children shall not be permitted to loiter or play in the Lobby, Hallways, Stairways, and other common areas and facilities of a similar nature.
6. No cats, dogs, or other pets (except pet fish or birds) are permitted in any unit or elsewhere in the common elements.
7. No unit, or any portion thereof, may be occupied by transients.

FLAMENCO CONDOMINIUM

RULES & REGULATIONS

the following 8 AM, in such a manner as to disturb or annoy the residents.

(Refer to: Florida Statutes Chap 718.303(3))

15. Bicycles are strictly forbidden to enter or exit through the main Lobby, front or rear. Violators may be subject to a ONE HUNDRED (\$100.00) DOLLAR fine.
(Refer to: Florida Statutes Chap 718.303(3))
16. Unit Owners, occupants, their guests, or visitors, are strictly prohibited from removing, or causing to be removed, any kind of chair, chairs, table, or tables from the Recreation Hall, or Card Room, for their personal or any other use; nor may any Assn. employee be involved in any such removal of such property. Violators will be subject to a fine of ONE HUNDRED (\$100.00) DOLLARS, and the employee involved will be subject to immediate dismissal.
(Refer to: Florida Statutes Chap 718.303(3))
17. GAMBLING anywhere in the common areas (Recreation Hall, Card Room, Pool Deck, etc.) of a residential condominium is prohibited by FLORIDA STATE LAW. Violators are subject to arrest, and they, as well as the entire Assn. are subject to very heavy fines by the Florida State authorities.
18. FLOOR COVERINGS - Each Unit Owner shall install or maintain floor coverings of a type that is adequately sound-proofed or insulated so as to prevent noise in his/her unit from being transmitted to the unit below.
(Refer to: Declaration pg29, Sect17.9 (White Book))
 - (a) Carpeting of any type on floors of terraces is strictly prohibited. Violators are subject to a fine of ONE HUNDRED (\$100.00) DOLLARS per day and up to ONE THOUSAND (\$1,000.00) DOLLARS.
(Refer to: Florida Statutes Chap 718.303(3))
19. No radio or television installation may be permitted in a unit which interferes with the radio or television reception of another unit.
20. No sign, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on, or upon any part of the premises, which may be seen from the common areas. Additionally, no awning, canopy, shutter, or other projection shall be attached to, or placed upon the outside walls, or the roof of the buildings.

FLAMENCO CONDOMINIUM

RULES & REGULATIONS

B. Use of Elevators

1. Unit Owners and occupants are urged to use the freight elevators for carts, groceries, luggage and other bulky items.
2. Unit Owners and occupants must notify the Association's Office BEFORE moving furniture or household effects in or out of the building, to reserve a date, and to permit the elevators to be properly padded. Any item too large for easy carriage shall be moved only by professional movers. Only freight elevators may be used for these purposes.
3. Moving furniture or household effects in or out of the buildings shall be restricted to the hours from 8:30 AM to 4:30 PM on weekdays only, Monday through Friday, with the exception of legal, secular or religious holidays falling on weekdays.
4. Any damage to the elevators or other common elements resulting from the foregoing moving operations, whether caused by the Unit Owner, occupant, or any third parties retained by them, shall be the responsibility of the Unit Owner, occupant, AND such third parties.
5. Unit Owners or occupants transporting a bicycle to or from the first floor, to or from their unit, MUST use the FREIGHT elevator ONLY. Entry and exit to and from the first floor may NOT be made from or through the Main Lobby. Violators may be subject to a \$100.00 fine.
(Refer to: Florida Statutes Chap 718.303(3))

FLAMENCO CONDOMINIUM

RULES & REGULATIONS

D. Parking

1. There shall be NO PARKING at any time in front of the Main Lobby entrances (parallel to the building) in the three (3) driveways. This area is reserved for Emergency vehicles, loading and unloading, and discharging and picking up passengers.
2. Parking areas are solely for automobiles and delivery vehicles. Trailers, motor homes, trucks, boats and trailers are prohibited from the parking area.
3. It is mandatory that all vehicles belonging to residents must display a parking decal in the rear window of their vehicle (provided by the Association), and park ONLY in their assigned space.
4. GUEST PARKING SPACES - Unless authorized by the Parking Committee or Security, vehicles must be moved from Guest parking spaces no later than seven (7) days from initial parking date. After notification, vehicles NOT moved will be towed away, and all costs and expenses involved will become the responsibility of the owner of the vehicle. A fine of twenty-five (\$25.00) dollars per each day of violation shall be accumulated.
5. Assigned parking spaces are reserved for the exclusive use of the Unit Owners or their tenants. They may NOT be occupied or used by others, except by written permission of the Unit Owner, filed with the Manager AND Security, with the approval of the Parking Committee OR Security.
6. Any vehicle parked in violation of these Rules & Regulations may be towed away off the premises at the expense of the offender.
7. Residents leaving for an extended period shall so advise the Management or Security, so that the unused space may become available for others, during the absence only.
8. No vehicle which cannot operate on its own power, shall remain on the premises for more than twenty-four (24) hours, and NO repair of vehicles shall be made on the premises except in emergency.
9. Any cloth covered vehicle prepared for extended storage may be parked ONLY in an approved space in the "guest" area, and the resident's assigned space will then be available for other cars. NO bright colors are permitted.
10. The Board of Directors has the authority to temporarily assign a parking space in the absence of the Unit Owner, only if prior arrangements have NOT been made.

FLAMENCO CONDOMINIUM

RULES & REGULATIONS

- (b) After thirty (30) days of continual occupancy of a unit by any other than the Unit Owner, said occupant must comply with current regulations regarding occupancy by a Tenant, as stipulated heretofore. Violation of this section may subject the Unit Owner to a fine of ONE HUNDRED (\$100.00) DOLLARS per each day of the violation, and up to ONE THOUSAND (\$1,000.00) DOLLARS. (Refer to: Florida Statute Chap 718.303(3))
3. In the case of a lease, either the Lessor or the Lessee must deposit the refundable sum of FIVE HUNDRED (\$500.00) DOLLARS as a security deposit for any damages to the common elements caused by the Lessee, his family or guests. Such security deposit will be held and returned to the depositor within thirty (30) days after the termination of the lease, and removal from the premises, provided there has been NO damage to the common elements caused by the Lessee, his family, or guests. (Refer to: Amendment to Declaration pg3, sec18.11, copy attached).
 4. Any Lease of a unit shall be for a term of not less than twelve (12) months, and it may not contain any option to renew or extend. A unit may not be leased more than ONCE in any one calendar year. (Refer to: Amendment to Declaration pgl, sec18.1, copy attached).
 5. No Lessee may sublet or assign a unit, or any part thereof, to a third party.
 6. In the event the Unit Owner shall fail to follow the procedures provided for in Article 18 of the Declaration, or any amendments thereto, or any of the Rules & Regulations, or any amendments thereto, relating to the Sale or Rental of units, then, in order to provide for the orderly management of the Condominium as a whole and to prevent the continued abuse or violation of such Sale or Rental procedures, it is provided as follows:

In the case of a Sale or the Lease of a unit in which the Owner, Purchaser, or Lessee has not complied with the Declaration or Rules & Regulations, or amendments thereto relating to the Sale or Rental of units, the Association shall have the right NOT to consent to such Sale or Lease and there shall be no liability whatsoever of the Assn. for refusal to so consent. By refusing to consent, the Association shall not be obligated to purchase or lease the unit, or provide a substitute purchaser or lessee.

FLAMENCO CONDOMINIUM

RULES & REGULATIONS

PART IV - Copies of Pertinent Sections of Condominium Documents
With Amendments And Additions.

a late charge in the amount of \$25.00 for every month in which there remains an unpaid balance which is more than ten (10) days in arrears. The Association has a lien on each condominium parcel for any unpaid assessments on such parcel, with interest and for reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of the County, stating the description of the condominium parcel, the name of the record Owner, the amount due and due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien includes only assessments which are due when the claim is recorded, and it may also include assessments which become due and remain unpaid prior to the recording of a release of the lien. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

The foregoing amendment to the Declaration was adopted in accordance with all the applicable requirement of such Declaration by an appropriate number of unit owners' total votes at a meeting of the members of the Association held on March 17, 1993, and by approval of a majority of the Board of Directors.

Except as expressly amended hereby, the terms and conditions of the remaining portions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its proper officer and its corporate seal affixed this 13th day of April, 1993.

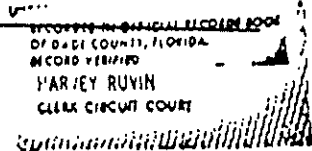
Signed, Sealed & Delivered in the presence of:

Martha Matano

FLANCO CONDOMINIUM ASSOCIATION, INC., a Fla. not-for-profit corp.

By: Myron Lewis
Myron Lewis, President

(Corporate Seal)



Attest: Lorraine Mait
Secretary

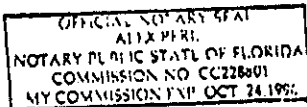
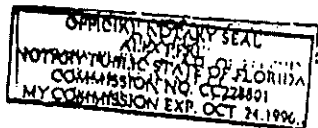
STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Myron Lewis and Lorraine Mait, respectively, of Flanco Condominium Association, Inc., to me known to be the persons described herein, or who produced the following personal identification Driver License and who executed the foregoing instrument on behalf of said corporation, and they acknowledged before me that they executed same.

Witness my hand and official seal in the County and State last aforesaid, this 13th day of April, 1993.

My commission expires:

Alex Perl
Notary Public, State of Florida
at Large



proceedings shall be assessed against all Units Owners in proportion to the shares of the Owners in the common elements as they exist prior to the changes effected by the taking.

16.6 Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements. The balance of the awards for the taking of common elements, if any, shall be distributed to the Unit Owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 Amendment of Declaration. The changes in Units, in the common elements and in the ownership of the common elements that are effected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the condominium property and for the protection of the values of the Units, the use of the condominium property shall be restricted to and shall be in accordance with the following provisions.

17.1 Occupancy. Each Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by (i) the individual Unit Owner (and members of his family and guests), (ii) an officer, director, stockholder or employee of such corporation (and members of his family and guests), (iii) a partner or employee of such partnership (and members of his family and guests), (iv) the fiduciary or beneficiary of such fiduciary (and the members of his family and guests), or (v) permitted occupants under a lease or sublease of the Unit (or described below), as the case may be. Occupants of a leased or subleased Unit must be (i) an individual lessee or sublessee (and members of his family and guests), (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee (and members of his family and guests), (iii) a partner or employee of a partnership lessee or sublessee (and members of his family and guests), or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee (and members of his family and guests). Under no circumstances may more than one family occupy a Unit at one time.

- 17.6 Nuisances. No nuisances shall be allowed on the condominium property, nor shall any use or practice be allowed which is a source of annoyance to its residents or occupants or which interferes with the peaceful possession or proper use of the condominium property by its residents or occupants.
- 17.7 No improper uses. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the condominium property, shall be complied with by, and at the sole expense of, the party obligated to maintain or repair such portion of the condominium property, as elsewhere herein set forth.
- 17.8 No transients. No portion of a Unit (other than an entire Unit) may be rented, and no transient tenants may be accommodated therein. (Occupants of Developer-owned Units or of Units leased to the Developer or its designee shall not be considered "transient tenants" regardless of the duration of their occupancy).
- 17.9 Floor Coverings. Each Unit Owner shall install or maintain floor coverings in his Unit, which floor coverings must be of a type that is adequately soundproofed or insulated so as to prevent noise in his Unit from being transmitted to the Unit below. The foregoing shall not apply to the Developer with respect to unoccupied Units owned by the Developer.

18. Selling, Leasing and Mortgaging of Units. No Unit Owner other than the Developer may sell or lease his Unit except by complying with the following provisions:

- 18.1 Right of first refusal. Any Unit Owner who receives a bona fide offer to purchase or lease his Unit (such offer to purchase or lease a Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror", and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he intends to accept shall give notice by mail to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require. The giving of such notice to the Board of Directors shall constitute an offer by such Unit Owner to sell his Unit or to lease his Unit to the Association or its designee upon the same terms and

not, within such sixty-day period, accept in writing the Outside Offer or if the Offeree Unit Owner shall accept the Outside Offer within such sixty-day period but such sale or lease, as the case may be, shall not be consummated, then, should such Offeree Unit Owner thereafter elect to sell such Unit or to lease such Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section.

Any deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

*AMENDED
SEE NEW BY-LAWS
x 1/25/73*

Any lease executed in connection with the acceptance of any Outside Offer to lease a Unit shall be consistent with these By-Laws, shall be for a term of not less than ~~three~~ (2) months, and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Directors, that the tenant shall not assign his interest in such lease or sublet the demised premises or any part hereof without the prior consent in writing of the Board of Directors and that the Board of Directors shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (i) a default by the tenant in the performance of its obligations under such lease or (ii) a foreclosure of the lien granted under the Act.

Except as hereinbefore set forth, the form of any such lease executed by the Association or an Outside Offeror shall contain such other modifications as shall be approved in writing by the Board of Directors. Any lease executed by the Association as tenant shall provide that the Association may enter into a sublease of the premises without the consent of the landlord.

Any purported sale or lease of a Unit in violation of this Section shall be voidable at the election of the Association and if the Board of Directors shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing), in the name of said Unit Owner as the purported landlord. Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

None of the provisions of this Section 18.1 shall apply to Units owned by, leased to, or sub-leased by, the Developer.

to the Association for any actions, negligence, or violations of the Condominium Documents by the tenant and/or the tenant's family, guests and invitees; (v) any default under any of the Condominium Documents by the landlord or tenant, his family, guests and invitees shall constitute a default by the tenant under the lease; and (vi) the Association shall be considered a third party beneficiary under the lease with the Board of Directors what have power and authority to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the Association and/or in the name of the landlord thereunder, in the event of any such default or violation of the Condominium Documents with the tenant and the landlord/Unit Owner to be jointly and severally liable to the Association for all costs of such termination and/or summary proceedings including, but not limited to, attorneys' fees, whether at all trial and appellate levels or otherwise ~~(i) a default by the tenant in the performance of ten-nit-granted under such lease or (ii) a forfeiture of the ten-granted under the Act.~~ Without limiting the obligations of the lease to provide for the matters set forth above, if for any reason the lease, a rider, amendment or modification thereto does not expressly provide for the matters set forth herein, any lease of any Unit shall be deemed to provide the foregoing and shall be subject to the provisions of the Condominium Documents including, but not limited to, this Declaration. In the event that any lease (if approved as provided herein) terminates for any reason whatsoever earlier than one (1) year after commencement thereof, no new lease or rental arrangement may be entered into which would commence earlier than one (1) year from the initial lease, nor shall any persons other than the Unit Owner or the approved lessee occupy and live in said Unit during the period of one (1) year following commencement of said terminated lease without the written approval of the Board of Directors. Notwithstanding the foregoing or anything else in this Declaration to the contrary the Board of Directors may, but shall not be obligated to, waive the prohibition against leasing any Unit within one (1) year from the commencement of the previous lease, if in the sole discretion of the Board of Directors, the requirement to prohibit a new lease within one (1) year from commencement of the previous lease would impose an extreme hardship upon the Unit Owner with the circumstances of the termination of the previous lease being clearly outside the control of the previous lessee and the Unit Owner, such as the tenant having had a transfer of employment outside of Dade or Broward County, Florida or in the event of the death of the tenant. During each year of the term of any lease executed in connection with the acceptance of an Outside Offer to lease a Unit (upon the anniversary of the commencement date of such lease), the Association shall have the same rights to review such lease and approve the tenant that it had at the time the Unit Owner initially notified the Association of the Outside Offer, as provided in the first paragraph of this Section 18.1. The Board of Directors in making such review shall take into consideration the conduct of the tenant, his family and

4. Section 18 of the Declaration, entitled "Selling, Leasing and Mortgaging of Units", is hereby amended to add the following new Section 18.12, entitled "Prohibition of Entity Ownership":

"18.12 Prohibition of Corporate Ownership. Corporations shall be prohibited from owning or leasing a Unit. In the event a corporation presently in a unit owner or lessee, such corporation shall be permitted to continue its ownership or leasehold interest, but thereafter only transfer, convey, sell or lease any such interest to a permitted transferee. Any corporation presently being a Unit Owner or lessee shall register the person and family of such person who will be occupying the Unit, and thereafter such corporation may only change the occupancy of the Unit as often as a Unit Owner is permitted to change a tenant under Section 18. hereof. Notwithstanding any of the foregoing to the contrary, the Association may acquire title to a Unit or an institutional first mortgagee may become an owner of a Condominium Parcel or Unit through foreclosure or a deed in lieu of foreclosure and shall be permitted to sell or acquire such title and own the Condominium Parcel or Unit theretofore encumbered. Any other transfer, however, shall be subject to this provision."

5. Article 3 of the By-laws, entitled "Members", Section 3.5, entitled "Voting", Subsection (c), entitled "Voting Member", is hereby amended to read as follows:

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, ~~or is under lease~~ the person entitled to cast the vote for the Unit ~~shall~~ may be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners filed with the Secretary of the Association. If a Unit is owned by a corporation, the President or any Vice-President may cast the vote for the Unit, or another the person may be entitled to cast the vote for the Unit shall be if designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in