

AMENDED AND RESTATED
BY-LAWS OF
TIARA TOWERS CONDOMINIUM ASSOCIATION, INC.

(a corporation not for profit under the laws of the State of Florida)

SECTION 1. IDENTIFICATION OF CONDOMINIUM ASSOCIATION

These are the By-Laws of TIARA TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida Non-Profit Corporation, hereinafter referred to as the "Condominium Association" as duly adopted by its Board of Directors. The Condominium Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose of being the "Association", as said term is defined in the Florida Condominium Act, Florida Statutes, Chapter 718 (the "Condominium Act"), for TIARA TOWERS, A CONDOMINIUM (the "condominium"), which Condominium is situated in St. Lucie County, Florida, and which Condominium shall be created by the recordation of a certain "Declaration of Condominium of Tiara Towers, a Condominium" (the "Declaration of Condominium") and to perform all of the functions assigned to the Condominium Association by the Condominium Act and the Declaration of Condominium.

1.1 The office of the Condominium Association shall be at:

3150 North A-1-A
Ft. Pierce, Florida 34949

and thereafter may be located at any place in St. Lucie County, Florida designated by the Board of Directors. (Citation 012)

1.2 The fiscal year of the Condominium Association shall be the calendar year, unless the Board of Directors shall determine otherwise. (Citation 012)

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", and the words "Corporation Not For Profit".

SECTION 2. DEFINITIONS

2.1 When used in these By-Laws the following terms (unless the context clearly requires otherwise) shall have the same meaning respectively ascribed to them in the Declaration of Condominium:

Assessment
Common Expenses
Condominium Documents
Condominium Property
-(Citation 001)

2.2 "Articles" means the Articles of Incorporation of the Condominium Association.

2.3 "Board of Directors" means the representative body which is responsible for administration of the Association. (Citation 012)

2.4 "Members" means each and every member of Condominium Association and the "Membership" means all of Members.

2.5 "Address Register" means the register of addresses to be maintained by the Secretary of the Condominium Association.

SECTION 3. MEMBERSHIP, MEMBERS, MEETINGS, VOTING AND PROXIES

3.1. The qualification of Members, the manner of their admission of membership in the Condominium Association and the manner of the termination of such membership shall be as set forth in Article IV of the Articles and Article 3.22 of the Amended and Restated Declaration.

3.2 The Members shall meet annually at the office of the Condominium Association or other such place in St. Lucie County, Florida, as determined by the Board and as designated in the notice of such meeting in the month of December of each year (the "Annual Members Meeting"). The purpose of the Annual Members Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article VIII of the Articles) and to transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Members shall be held at any place within St. Lucie County, Florida, whenever called by the President, or in his absence, the Vice-President, or a majority of the Board. A special meeting must be called by the President or Vice-President of the Condominium Association upon receipt of a written request from twenty-five percent of the entire Membership. Such written request shall state the purpose of the special meeting. Business at a special meeting of Members is limited to the purpose or purposes stated in the notice. (Florida Statute 718.112(2)(6))

3.4 A notice of all meetings of the Members (whether the Annual Members Meeting or a special meeting of the Members) shall be mailed, sent by electronic transmission or delivered to each Member entitled to vote there at the address or email address as it appears in the Address Register not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting. Proof of such mailing or delivery shall be given by the affidavit of the person who gives such notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Condominium Association. Notice of all meetings of Members shall be posted in a conspicuous place on the Condominium Property at least fourteen days prior to any such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing. No business shall be transacted and no action taken in any meeting other than as specified in the notice of the meeting. The affidavit of delivery shall be retained in the Association's official records.

3.5 The Membership may, at the discretion of the Board, act by written agreement in lieu of a meeting provided that notice of the matter or matters to be determined by such members is given to the Membership at the addresses and within the time periods set forth in Section 3.4 hereof or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the member or persons that would be able to determine the subject matter at a meeting shall be binding on the Membership, provided a quorum of the Membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which a response may be made thereto.

3.6 A quorum of the Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. When a quorum is present at any meeting and a question is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if such question is one which by express provisions of the Condominium Act or the Condominium Documents requires a vote other than such majority vote, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of adjournment of a meeting, notice to the Members of such adjournment shall, subject to the Condominium Act, be in the manner determined by the Board.

3.8 Minutes of all meetings shall be kept in a business-like manner and shall be available for inspection by the Members and Directors at all reasonable times.

3.9 Voting rights of Members shall be as stated in the Declaration of Condominium and the Articles. Such votes may be cast in person, by proxy or by electronic voting as may be authorized by Florida Statute 718. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in his place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof as so stated. A scanned and electronically transmitted proxy may be accepted provided the complete document must be transmitted showing all portions of the completed proxy document. A proxy must be filed with the Secretary of the Condominium Association before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy,

3.10 In the event a Unit is owned by more than one person, by a corporation or by a limited partnership or other form of multiple ownership, then the Owners, corporation or other entity shall designate a representative who shall be a member of the owning entity to act and vote in their or its behalf. Such a designation shall be filed with the Secretary of the Association no less than 24 hours in advance of the Annual Meeting or any special meeting. Such designation shall thereafter remain effective until revoked by the Unit Owner or Owners. In the event the designation is not filed with the Secretary timely, the Unit shall not be allowed to participate in the Meeting and shall not be counted as a part of a quorum for attendance purposes.

3.11 At any time prior to a vote upon any matter at a meeting of the Membership, any Member may raise the question of the use of a secret written ballot for the voting on any matter. In the event of the use of such secret written ballot, the chairman of the meeting shall call for nominations and the elections of inspectors of election to collect and tally such written ballots upon the completion of the balloting upon such matter.

3.12 The order of business at Annual Membership Meetings and, as far as practical, at any special meeting of the Member, shall be as follows:

- (a) Election of Directors (F.S. 718.112)
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of Notice of meeting or waiver of notice.
- (d) Reading of minutes of previous meeting.
- (e) Reports of officers.

- (f) Reports of committees.
- (g) Appointment by chairman of inspectors of election if applicable.
- (i) (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

SECTION 4. BOARD OF DIRECTORS MEETING (Citation 012)

4.1 The form of administration of the Condominium Association shall be by a Board of Directors which shall consist of seven (7) Directors and at no time shall there be less than three Directors on the Board. (Citation 012)

4.2 The election, of Directors shall be conducted in accordance with the Florida Statute 718.112(2)(d).

- (a) The regular election of Directors shall occur as the first item of business at the annual meeting.
 1. Not less than sixty (60) days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Member entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before scheduled election. Not less than fourteen (14) days before the election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with a written secret ballot containing the names of all properly pre-qualified candidates which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.
 2. There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.
 3. In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become Members of the Board after the annual meeting.
 4. The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient..
 5. Candidates for the Board must be Unit Owners as reflected on the deed to the Unit as recorded in the Public Records of St. Lucie County and, as required by Florida Statute 718.112, may not be delinquent in the payment of any monetary

amount due to the Association nor have a felony conviction for which civil rights have been restored for at least five (5) years.

4.3 Subject to Section 4.5, vacancies in the Board shall be filled by persons elected by the remaining Directors. Any such person shall be a Director and have all the rights, privileges, duties and obligations of a Director elected at an Annual Members Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws. (Citation 001)

4.4 The term of each Director's service shall extend until the next Annual Members Meeting and/or until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein. Provided, however, that in order to ensure a continuity of experience, the terms of office for Directors shall be staggered. Commencing at the 1994 annual meeting of the members seven Board members will be elected. The term of the four Board members who receive the highest number of votes cast shall be for two years. In the event of a tie, straws shall be drawn to determine the Director of Directors who shall serve for a one year term. At the 1995 annual meeting of the members and biennially thereafter, three directors shall be elected to two year terms. At the 1996 annual meeting of members and biennially thereafter, four Directors shall be elected for a two year term. (Citation 004)

–(Citation 004)

4.5 A director elected by the "Members" may be removed, with or without cause, from office by a vote or written agreement of a majority of Members. A special meeting of the Members to remove a Director may be called by ten percent of the Members. (Florida Statute 718.112(2)(j))

–(Citation 001)

4.7 The organizational meeting of a newly elected Board shall be held within ten days of their election at such place and time as shall be fixed by the Directors at the meeting at which they are elected. No further notice of the organizational meeting shall be necessary.

4.8 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors.

4.9 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or electronic transmission at least three (3) days prior to the day named for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance for the attention of the Members. Any Director may waive notice of a meeting before, during or after such meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.10 Quorum of the Board of Directors shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute official acts of the Board, except as specifically otherwise provided in the Declaration of Condominium, Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a

meeting, notice to the Directors of such adjournment shall, subject to the Condominium Act, be as determined by the Board. (Citation 012)

4.11 The presiding officer at Board meetings shall be the President.

4.12 Directors shall not receive any compensation by virtue of their service as Directors.

4.13 Minutes of all meetings of the Board shall be kept in a business-like manner and be available for inspection by Members and Directors at all reasonable times.

4.14 Meetings of the Board shall be open to all Members. Members have the right to attend all meetings of the Board except meetings with legal counsel covered by the attorney-client privilege or meetings on personnel matters. The right for Members to attend includes the right to comment on all agenda items provided that such comments may not interrupt Board deliberations. The Board may adopt rules on the time and manner of Member comments. This open meeting request shall not apply to meetings of committees unless the committee has the power to make a final decision on behalf of the Board (Florida Statute 718.112(2)(c).) Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in such meeting.

SECTION 5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS (Citation 012)

All the powers and duties of the Condominium Association, including those existing under the Condominium Act and the Condominium Documents, shall be exercised by the Board of Directors unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Condominium Act and the Condominium Documents. (Citation 012)

SECTION 6. OFFICERS OF THE CONDOMINIUM ASSOCIATION

6.1 The officers of the Condominium Association shall be a President, who shall be a Director, a Vice-President, a Treasurer, a Secretary, and such other officers as may be authorized by the Board, all of whom shall be elected annually by the Board. Any officer may be removed, without cause from office by a majority vote of the Directors at any meeting of the Board.

6.2 The President shall be the chief executive officer of the Condominium Association. He shall have all of the powers and duties which are usually vested in the office of the President of the Condominium Association, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Condominium Association. The President shall preside at all meetings of the Board. The President may authorize expenditures without prior Board approval not to exceed 1% of the annual budget in a fiscal year. When such expenditures are authorized, the President must inform the Board of his action within seven (7) business days.

6.3 In the absence or disability of the President, the Vice-President shall exercise the powers and perform the duties of the President. The Vice-President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. Unless otherwise provided from time to time by resolution of the Board of Directors, the Vice-President shall

act as the "Designee" of the Members for the purposes of the Declaration of Covenants and the Articles of Incorporation and By-Laws of the Condominium Association.

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a business-like manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Condominium Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Condominium Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Condominium Association as may be required by the Board or the President.

6.5 The Treasurer shall have the custody of all the property of the Condominium Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Condominium Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of a Treasurer.

6.6 Officers of the Condominium Association shall not receive any compensation by virtue of their services as officers.

SECTION 7. ACCOUNTING RECORDS, FISCAL MANAGEMENT

7.1 The Condominium Association shall maintain accounting records in accordance with good accounting practices which shall be open to inspection by Members or their authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and be signed by the Member given such authorization and dated within sixty days of the date of such inspection. Written summaries of the accounting records shall be supplied at least annually to the Members. Such records shall include:

- (a) a record of all receipts and expenditures; and
- (b) an account for each Member which shall designate the name of the Member, the amount of each Assessment charged to the Member, the amounts and due dates of each Assessment, the amount paid upon such account and the balance due.

7.2

(a) The Board of Directors shall adopt a budget of the Common Expenses of the Condominium Association for each forthcoming fiscal year (the "Budget") at a special meeting of the Board of Directors ("Budget Meeting") called for that purpose to be held during the first two weeks of December of each year commencing in 1989. Prior to the Budget Meeting, a proposed Budget shall be prepared by or on behalf of the Board, which Budget shall include, but not be limited to, the following items of expenses: (Citation 012)

- (i) Payroll
- (ii) Administration
- (iii) Maintenance and lawn care
- (iv) Security
- (v) Payroll taxes and related benefits
- (vi) Reserves (if any)

- (vii) Services
- (viii) Insurance
- (ix) Utilities
- (x) Professional and Management Fees
- (xi) Materials and Supplies
- (xii) Taxes upon Condominium Association Property, if any
- (xiii) Fees payable to the Division of Florida Land Sales and Condominiums
- (xiv) Costs of Recreational Facilities

Copies of the proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's address as it appears in the Address Register not less than thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership.

(b) Subject to the requirements of Articles 13 of the Declaration of Condominium, the Board may also include in any such proposed Budget a sum of money as an Assessment for the making of improvements, additions or alterations to the Condominium Property either annually or from time to time as the Board of Directors shall determine the same to be necessary. (Citation 012)

(c) The depository of the Condominium Association shall be such bank or banks as shall be designated from time to time by the Board. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(d) An audit of the accounts of the Condominium Association shall be made annually by an auditor, accountant, or a Certified Public Accountant designated by the Board, and a copy of a report of such audit shall be available to each Member not later than one hundred and twenty (120) days following the year for which the report is made. Members shall be notified when the report is prepared and upon request may receive a copy at no charge. (F.S. 718.112)

7.3 Until the provisions of Section 718.112(2) (e) of the Condominium Act are declared invalid by the Courts, or until amended by the Legislature, the following shall be applicable:

(a) Should the budget adopted by the Board at the Budget Meeting require Assessments against the Membership of an amount less than one hundred fifteen (115%) percent of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If however, the Assessments required to meet the Budget exceed 115% of such Assessments for the preceding year (an "Excess Assessment "), then the provisions of subsections 7.3 (b), (c) and (d) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment the following expenses (the "Excluded Expenses"):

- (i) Reasonable reserves in respect of repair or replacement of Condominium Property;
- (ii) Anticipated expenses by the Association which are not anticipated to be incurred on an annual regular basis;
- (iii) Assessments for betterments to the Condominium Property;

(b) Upon written application of not less than ten (10%) percent of the Members, a special meeting of the Members shall be held upon not less than ten days written notice to each Member but within thirty days of the delivery of such written application to the Board or any members thereof, at which special meeting Members may consider and enact a revision of the Budget. The revision of the Budget shall require a vote of a majority of the Members.

(c) The Board may, in any event, propose a Budget to the Membership at a meeting of the Members or by writing any, if such Budget or proposed Budget be approved by the Members at such meeting or by a majority of the Members in writing, such Budget shall be deemed adopted and shall not thereafter be re-examined by the Members in the manner set forth in paragraph (b).

–(Citation 001)

7.4 The Board shall assess and collect the Assessments from Members pursuant to the terms of the Declaration of Condominium, the Act and these By-Laws. Assessments must be made not less frequently than quarterly and in an amount not less than required to provide funds in advance of payment of all of the anticipated current operating expenses and for all the unpaid operating expenses previously incurred.

SECTION 8. RULES AND REGULATIONS

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operations of the Condominium Association and the use of Condominium Property at any meeting of the Board; provided, however, that such rules and regulations are not inconsistent with the Condominium Documents. Copies of any rules and regulations promulgated or amended or rescinded shall be mailed to all Members at their last known address as shown on the Address Register and shall not take effect until forty-eight (48) hours after such mailing. Such Rules and Regulations may specifically govern the use, maintenance and appearance of the Units, as well as the Limited Common Elements attached thereto.

SECTION 9. PARLIAMENTARY RULES

The then latest edition of Robert's Rules of Order shall govern the conduct of the meetings of the Condominium Association; provided, however, if such Rules are in conflict with Articles, these By-Laws, the Declaration of Condominium or Condominium Act, as the case may be, shall apply and govern.

SECTION 10. MEDIATION

Prior to the institution of any legal action between or among the Association and its Members (with the exception of collection of past due amounts) the issue shall first be submitted to mandatory non-binding mediation pursuant to Florida Statute 718.1255.

SECTION 11. AMENDMENT OF THE BY-LAWS

11.1 These By-Laws may be amended by the affirmative vote of not less than fifty-one (51%) percent of the Members of the Association present in person or by proxy at a regular or special meeting

of the Membership and the affirmative approval of a majority of the Board of Directors and/or Membership at which such amendment is proposed.

11.2 An amendment may be proposed by either the Board of Directors or by the Membership, and after being proposed by one of such bodies, it must be approved by the other as set forth above in order to become enacted as an amendment. (Citation 012)

11.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of validity of any mortgage held by First Mortgagee (Citation 001)

References

Citation 001. (n.d.). Remove "Developer" language, which no longer applies.

Citation 004. (n.d.). St. Lucie County Clerk, OR Instrument #1340876, Book 0912, Page 2073, 07/29/94.

Citation 012. (n.d.). Revert name "Board of Administration" to "Board of Directors".

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 5th day of AUGUST, 2016.

WITNESSES:

Tiara Towers Condominium Association, Inc.

Judy Brauer
Witness #1 Signature

By: Edward Galvin

Judy Brauer
Witness #1 Printed Name

Edward Galvin, President
Edward Galvin

Lauri Stevens
Witness #2 Signature

Lauri Stevens
Witness #2 Printed Name

By: Douglas Chartrand
Douglas Chartrand, Secretary

Judy Brauer
Witness #1 Signature

Judy Brauer
Witness #1 Printed Name

Lauri Stevens
Witness #2 Signature

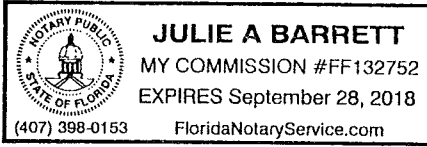
Lauri Stevens
Witness #2 Printed Name

Corporate Seal

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 5th day of August, 2016 by Edward Galvin as President of Tiara Towers Condominium Association, Inc., [X] who is personally known to me or [] who has produced identification [Type of Identification: _____].

Notary Seal

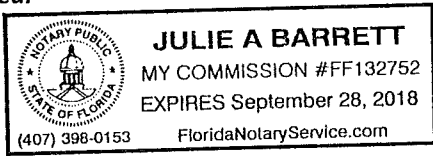


Julie Barrett
Notary Public

STATE OF FLORIDA
COUNTY OF Indian

The foregoing instrument was acknowledged before me this 5th day of August, 2016 by Douglas Chartrand as Secretary of Tiara Towers Condominium Association, Inc., [X] who is personally known to me or [] who has produced identification [Type of Identification: _____].

Notary Seal



Julie Barrett
Notary Public

ACTIVE: T18439/338835:8482155_1

**TIARA TOWERS
RULES &
REGULATIONS
JUNE 2015**

TIARA TOWERS CONDOMINIUM ASSOCIATION, INC.
GENERAL INFORMATION AND
RULES AND REGULATIONS

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INTRODUCTION BY BOARD OF DIRECTORS

Tiara Residents are expected to respect the spirit of these Rules and Regulations and make use of the common facilities in a manner that ensures the best interest of the total community. While everyone dislikes rules which restrict the use of common areas and the utilization of their units, the varied interests of the unit owners dictate Rules and Regulations which balance the concerns of all.

These rules are adopted for the purpose of ensuring that owners may enjoy and be proud of our buildings and facilities in a manner which will provide maximum comfort, convenience and safety.

Unit owners are responsible for the actions and conduct of tenants, family members and guests as relates to the compliance with the Declaration of Condominium, By-laws and these Rules and Regulations.

Unit owners shall make available to their tenants, family members and guests a copy of these Rules and Regulations and apprise them as to the importance of compliance.

Your understanding and full cooperation will be appreciated. Any violation will be dealt with on an individual basis.

Enforcement of the Rules is shared by unit owners, the Management Company and the Board of Directors, as delineated in this booklet.

The Board of Directors
Tiara Towers, a Condominium
Dated 11/19/90 & 4/26/2015

REVISIONS TO THESE RULES

Revised 10/14/91 Revised 9/17/98
Revised 1/21/93 Revised 8/2/07
Revised 3/30/95 Revised 5/28/09
Revised 11/5/96 Revised 6/2015

Any party who feels he/she is deserving of relief, or modification of any rule, may request the Board of Directors to grant same, and the Board has the discretion to do so. Relief may also be granted by onsite Management company personnel who shall notify the Board they have done so. At its discretion, the Board may support or not support the relief provided by the building management company personnel.

Any rule conflicting with Tiara Towers Condominium Association documents previously recorded is subordinate to the prior document to the extent it is in conflict, and the remainder of said rule remains in effect.

DEFINITIONS

ADULT - A person 18 years of age, or older.

ASSOCIATION - The corporate entity which is responsible for the operation of the condominium.

BALCONY - Balcony or deck abutting a unit to which there is direct and exclusive access from the unit and shall constitute a limited common element reserved for the exclusive use of the owner of the unit. The term patio applies to first floor units.

BOARD OF ADMINISTRATION - The Board of Directors which is responsible for administration of the Association, hereafter referred to as the Board.

CHILD - A person 14 years of age or younger.

COMMON ELEMENTS - The portions of the condominium property which are not included in the units. (See Condominium documents for more complete definition.)

COMPLAINT OF RULES VIOLATION FORM - The proper form for bringing a violation to the attention of the violator, management, and the Board. The forms are available in the Maintenance Office of south Tiara.

COMPLAINANT - A person who Tags a vehicle or files a Rules Violation Form.

CONDOMINIUM - That form of ownership of real property created pursuant to the provisions of the Condominium Act, which is comprised of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an individual share in the common elements and limited common elements.

CLUBROOM - A first floor room located on the south end of each Tower next to Unit 103, to be used for gatherings, meetings and other activities which contains tables, chairs, limited kitchen facilities, and both men's and women's restrooms.

DUNE WALK - The wooden walkway between the pool and beach, including the tar station and showers.

GARAGE – A privately owned (deeded) space with sidewalls.

GARAGEPORT – Assigned, covered Limited Common Area parking space.

GUEST – Person(s) (related or unrelated to owners) who are on the premises as a visitor of either an owner or tenant.

HOBBY ROOM - The first floor room entered from outside via the service entrance and from the lobby via a door next to unit 102 entry door. The room is used for bicycle storage, grocery cart/clothes dolly storage, bulletin board items, etc.

LIMITED COMMON ELEMENTS - Those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, as specified in the Condominium Documents. These limited common elements include balconies/decks, assigned storage area/cabinet, assigned uncovered parking space(s), and garageport parking spaces.

LOBBY - The first floor front entry, elevator and mail box area.

MANAGEMENT COMPANY - A company employed by the Association to implement physical, financial and administrative policies and procedures as defined by the Board of Administration. Their personnel include a manager and maintenance personnel assigned to Tiara Towers.

OCCUPANT - An owner, tenant (lessee), or guest who is in residence in a unit.

PARKING AREA - Limited common element consisting of a parking garageport reserved for the unit to which it is assigned, an assigned uncovered parking space, and unassigned spaces reserved for owners, tenants, and visitors as well as loading and unloading spaces at the service entrance.

PARKING PERMITS - There are three types: A MIRROR "HANG-TAG" for vehicles of day and overnight guests, a YELLOW "STATIC-CLING" sticker for vehicles of owners and a RED "STATIC CLING" sticker for vehicles of tenants.

PATIO - The first floor equivalent of balcony/deck.

POOL AREA - The pool, hot tub, and surrounding deck within the fenced area, including the pergola, gazebo and showers.

SERVICE ENTRANCE – The pathway between the outdoors and the mailroom via the Hobby Room.

STORAGE AREAS - The caged limited common element approximately 4' x 6' located on the first floor of each building, and which is assigned to a unit.

TAG - A parking violation form.

TENANT - Person(s) who lease a unit, also known as Lessees.

TODDLER - A young child roughly 6 months to 3 years of age.

UNIT - A part of the condominium property which is subject to exclusive ownership.

VIOLATOR - A person who breaks or disregards rules.

WALKWAYS - Exterior walkways on western side of each Tower.

PROCEDURES FOR ENFORCEMENT OF RULES

In order to assure effective rule enforcement, all unit owners, tenants and guests must possess a complete set of Rules and Regulations. Tenants and guests should be advised to review the rules carefully and be further advised that the rules will be enforced by the Board. All Unit owners and tenants share in the obligation to call any observed violations to the attention of the violator (with witnesses, if possible), with courtesy and respect.

Fines may be levied against any unit owner whose occupants (including guest, tenants and invitees) fail to abide by the Rules and Regulations of Tiara Towers Condominium Association; the procedure for levying fines is as follows:

- A. Any unit owner, tenant, or Management company personnel who becomes aware of a violation may:
 - I. Tag any personal property or improperly parked vehicle or,
 - II. Send, or have sent, the signed form designated as "Complaint of Rules Violation" (Appendix A) to the property management company.

- B. Tags and violation forms are available from the onsite maintenance office in either the North or South Tiara tower.

- C. When a Tag or Complaint of Rules Violation is issued, a copy of the same shall then be filed with the maintenance office in the South Tiara tower.

D. After 1 written warning (Tag placed on offending vehicle) for a parking violation, if a repeat violation occurs the property management company shall notify the Board, which has the discretion to issue a Formal Complaint and hold a hearing or deny issuing a Formal Complaint.

E. The Management company will present the formal complaints and unit owner responses or lack thereof to the Board for review. The Board can vote to fine the offending unit owner if: (a) there is sufficient evidence that a rule has been broken or (b) there is no response from the unit owner.

F. The procedure for the Formal Complaint is as follows:

1. The owner against whom the Formal Complaint is issued will be notified by the Management company. The notice shall be sent by registered mail to the owner of the unit in which the alleged violator resides, as well as any other address provided by the owner as the owner's permanent address. The notice shall include:

- a) Date, Time, and place of violation
- b) Provisions of the Rules and Regulations which have allegedly been violated
- c) A statement of matters asserted by the Complainant

2. The party against whom the Complaint is filed shall have the opportunity to:

- a) Respond in person or in writing

- b) Present evidence against the alleged violation
- c) Request a hearing by the Arbitration Committee.

G. If an Arbitration hearing is requested by the alleged offending unit owner, the Board will refer the complaint to the Arbitration Committee. The Arbitration Committee is to hold a hearing and to decide (by a majority of the Committee present)

- a. if the respondent is in violation of the Rules and Regulations, and if so,
- b. If the fine levied by the board is justified given all the facts presented. The decision by the Arbitration Committee is final.

H. Any fine not paid within 30 days after the owner is given notice of the fine, will be reviewed by the Board of Directors which may use any legal remedy it chooses in the collection of the fine.

ARBITRATION COMMITTEE

A. An Arbitration Committee shall be formed by the President of the Board of Directors appointing a committee of no less than 3 members. All members shall be unit owners. (The Rules Committee encourages the President to appoint at least 5 members. Owners aren't always here and there could be a conflict as in C below.)

B. No member of the Arbitration Committee or their spouse shall be currently serving on the Board of Directors.

- C. No member of the Arbitration Committee shall be permitted to hear a matter in which the member (or member's spouse, tenant, family member, or guest) is either the Complainant or alleged Violator is party to the Formal Hearing.

- D. A hearing on a Formal Complaint must have a minimum of 3 members of the Arbitration Committee present for the hearing.

- E. The Arbitration Committee is delegated, by the Board of Directors, the authority to impose fines as described in Paragraph F of the PROCEDURES FOR ENFORCEMENT OF RULES section of the Tiara Rules.

RULES & REGULATIONS

Rules must be related to issues important to the community as a whole: health, safety, quality of life, and/or property value. Every attempt has been made to review each rule to assure it relates to one or more of the above.

A. General

1. Normal maintenance problems inside the unit, including glass windows and sliding glass doors, are the responsibility of the owner.
2. Emergencies should be referred to the Management Company immediately, day or night (772-466-2630).
3. All units are restricted to single family residential use, including their servants and guests. Each unit may be occupied by no more than two (2) persons per bedroom unless approved by the Board. Illegal use of any unit is prohibited.
4. No unit may be rented or leased for less than sixty (60) consecutive days. Subletting by tenants is not permitted.
5. The Board shall approve all sales, rentals or leases of any unit. An application for lease approval must be submitted to the Board on the approved application form. A \$50.00 application

processing fee must be submitted with each request. If a unit owner fails to submit an application form for approval, both the application fee and a penalty of \$100.00 will be imposed by the Board. The Board shall have up to fourteen (14) days after receipt of the lease application to rule on each application. While the fee may be waived for repeat tenants, the application form must still be filed.

6. All new unit owners, tenants, and overnight guests shall register with the building Maintenance personnel. Forms are available at the Maintenance Office in the South Tiara tower.
7. Moving furniture, major appliances, or other bulky items into or out of the building requires notification of the building Maintenance Supervisor 24 hours in advance so that they have time to pad the elevator walls.
8. Except in an emergency, maintenance or construction by outside contractors shall be communicated to the building Maintenance Supervisor 24 hours in advance.
9. Moving furniture, major appliances or other bulky items in or out of units shall not begin prior to 8:00 a.m. nor continue later than 8:00 p.m.

10. Noisy maintenance or construction work, except for emergencies, shall not begin prior to 8:00 a.m. or continue later than 6:00 p.m.
11. Unit owners relinquish all rights to use recreational facilities when their unit is leased.
12. Owners, tenants or guests shall not create noises or disturbances or nuisances that annoy other residents in the building. No rubbish, refuse, or garbage is allowed to accumulate nor a fire hazard allowed to exist.
13. Shirts, or cover-ups, and footwear shall be worn at all times in the lobby, elevators, corridors, walkways, clubrooms and other interior common areas.
14. Posting of signs, advertisements, and notices on any common element is not allowed. Bulletin boards in the hobby rooms are provided for such postings.
15. Exterior antennas and aerials are not allowed unless expressly permitted by the Board.
16. All units shall be maintained in a clean and sanitary manner.
17. It is the responsibility of all unit owners to pay all assessments and use fees when due and to

abide by all rules, declarations and bylaws of the association.

18. It is the duty of owners to inform their guests and tenants of these rules and regulations.
19. Unit owners shall furnish entry keys to the Board or their agents for access to individual units, garageports and private garages for the purpose of maintenance, inspection, repair or replacement of common elements, pest control, or in the case of an emergency threatening units or the common areas.
20. Major alterations (for example, electrical, plumbing, etc.) or structural changes to the interior of any Unit shall not be made without prior written consent of the Board. All changes which require permitting by the County must be done by licensed, bonded and insured contractors.
21. Installation of tile or other hard floor coverings in any unit is prohibited unless such covering is of the type designed to have sufficient noise dampening or "soundproofing" qualities. Unit owners shall first obtain written approval of the Board prior to installation of hard floor coverings. Each unit owner who has tile or other hard surface floors already installed within any portion of a unit shall take such action as may be possible to minimize the transmission of sound to other units within the building.

22. Unit owners who own garage rights may, with written approval of the Board and at their own expense, make interior alterations to such garage.
23. Window tinting may only be done after it is approved by the Board.
24. Except as provided below, no objects are permitted at any time on the exterior of unit entrance doors, common element exterior walls or corridor floors.
 - a. A doormat not to exceed 24" x 36" may be located at the unit entry door.
 - b. A front door décor not to exceed 36" x 36" is permitted on the outside of each unit door.
 - c. Mechanical or electronic doorbell buttons are permitted, provided the button does not exceed 3"W x 5"H x 1"T, and is installed on the exterior door, door frame or within 6" of door or window frame of any unit. Existing pre-wired doorbell buttons installed by the developer are allowed to remain.
 - d. Door knockers may not exceed 8"H x 6"W.
 - e. Name plates not to exceed 3"H x 10"W may be affixed to any unit door above the existing unit number or on the door frame in combination with the doorbell button. Such nameplates must be constructed of a non-corrosive material.
 - f. Combination and electronic locks are expressly prohibited.

25. All units are permitted decorative, unattached freestanding items within 30 inches of the unit entrance door so long as the item(s) does not block the entrance door. For all units, plant containers, urns, or statues shall be no more than 20 inches in height or diameter and no plant may exceed 60 inches in height.

26. Unit 1203-S has an ornamental wrought iron enclosure which was permitted by the developer and was constructed prior to the developer's turnover. This enclosure shall be allowed to remain. Being in a limited common area per the Declarations (Section 5.01) this wrought iron enclosure shall be maintained by the Association. No additional enclosures shall be allowed. Unit 1203-S shall be allowed to retain the two (2) chairs. At such time as ownership of 1203-S is changed, the wrought iron enclosure shall be removed as a condition of the transfer of ownership.

27. The Board may install or erect holiday decorations between December 1 and January 15 of the following year consistent with the Declaration and Bylaws.

28. Admittance to the roof is expressly prohibited except for authorized personnel.

29. Use of walkways and lobbies for unapproved social functions is prohibited.

30. Skate boards, and in-line skates are not permitted on condominium property. Bike riding in the parking areas is prohibited except to exit and enter the property.
31. Exterior common doors and gates shall remain closed and locked at all times.
32. Opening of doors to strangers is prohibited. Workmen and vendors without keys are to be admitted only by Management company employees and/or the occupant of the unit who has hired the workmen.
33. Lounging or sunbathing on exterior common elements outside designated pool areas is prohibited.
34. Loud, boisterous activities and rough play are prohibited on condominium property.
35. Storage of items in stairwells is prohibited, except for registered bicycles.
36. Smoking is prohibited in all common areas and on the exterior walkway on each floor.
37. Smoking is prohibited in the pool area.
38. Public sales and auctions are prohibited on common elements of Tiara Towers property.

Sales and auctions include but are not limited to estate sales, garage sales, yard sales, and auctions and any activity where the public is invited to bid on or make an offer of purchase of personal property.

B. Balconies and Patios

1. Balconies/patios and decks must be kept in a neat and orderly fashion. Clotheslines, drying racks, and hanging laundry are prohibited. Articles must not be hung from windows or over the railing of balconies or decks. Sweeping or tossing of dirt, debris, cigarettes, etc. or sweeping rainwater from unit balconies and walkways is prohibited.
2. All units shall be protected by storm shutters as per the Condo Declarations and ByLaws.
3. When units are left unoccupied for an extended period of time shutters should be closed and securely locked and shall be closed and locked during hurricane season June 1 through November 30.
4. Residents of units are required to provide the Association with keys to shutters that lock. If maintenance personnel are required to close or lock shutters in the event of a major storm, or to move furniture or personal articles from balconies, a fee will be charged to the unit owner for such service.

5. Screens, jalousies or other enclosures shall not be placed on balconies, patios, or other limited common elements with the exceptions of Units 101, 102, and 103 which may install screens on the patios with prior approval of the Board. This rule does not apply to Board approved storm shutters.
6. Cooking and barbecuing by any means or use of open flames is not permitted on balconies, patios or common elements, except in designated pool areas.
7. Exterior and interior lighting shall comply with the Florida and County turtle laws
8. Ceiling fans, potted plants and urns are permitted.
9. Carpet shall not be installed.
10. Installation of tile or other hard surface material is permitted subject to prior written approval by the Board.

C. Bulletin Board

Bulletin boards are located in three (3) areas: in the elevators, mail rooms, and hobby rooms.

1. Mail Room Bulletin Boards are for the purpose of posting notices, minutes, newsletters, announcements (including those for official social events), of general interest to all residents. No personal or commercial postings are allowed. The

locked bulletin boards are reserved for the Board and Committees.

2. Elevator Bulletin Boards are for the purpose of posting association rules and regulations, activity schedules, and notices. Approximately half of the space will be allocated to Association Committees for the purpose of posting notices, of events of general interest to all residents. The remaining space is reserved for Board and Management company use.
3. Hobby Room Bulletin Boards may be used by any owner or resident. In consideration of other users, please keep the size of notice cards to no more than 3"x5". Noncomplying notices may be removed.
4. Association functions sponsored primarily by the Social Committee and sanctioned by the Board may be posted on boards not to exceed 24" x 36" and placed on easels (folding tripods), or in picture frames up to 12" x 10" placed in the lobby. Easels or picture frames are to be located in building lobbies and removed immediately upon conclusion of each function.
5. All vendor catalogs, specifications, etc. will be maintained in the Maintenance Office.

D. Clubroom

1. Footwear and shirts, or cover-ups, shall be worn at all times by persons, including children, in the clubroom.
2. Dripping wet clothing/bathing suits are never permitted.
3. Children under fourteen (14) years of age shall be accompanied by an adult while in the clubroom area.
4. Icemaker ice is primarily for clubroom use only, and filling of large ice chests is prohibited.
5. The refrigerator and freezer are primarily for the use of persons using the clubroom or holding authorized events. Items needed for authorized events may be placed in the refrigerator or freezer 48 hours prior to the event and may remain there until 24 hours after the event. Temporary, day use of the refrigerator is allowed for persons while at the beach or at the pool. However all items placed in the refrigerator or freezer are placed there at your own risk. Courtesy expects that others will not remove or take from items that are not theirs.
6. Persons using the clubroom shall leave it in a clean and orderly condition after use. Users are also responsible for the cost of damage and extra cleanup expenses incurred.

7. Private parties for unit owners, tenants, and their guests in the clubroom are permitted. For events involving twelve or more persons, owners shall secure prior approval of the onsite maintenance staff or Board President at least 24 hours in advance and are required to provide a damage deposit of \$100. No unit owner, tenant, or guest may be excluded from the clubroom during such a private party. It is the responsibility of the host of the party to clean completely the clubroom immediately after any party. Any cost incurred for cleaning and/or repair for any damage will be subtracted from the initial deposit and any excess will be charged to the host of the party.

8. Association stereo equipment may be utilized only at Board sponsored functions or at private parties if approved by the Board or its designee.

E. Exercise Room

USE THE EQUIPMENT AT YOUR OWN RISK!!

1. Food and beverages, except bottled water, are not allowed.
2. Seats shall be sanitized with spray and wiped dry after use.
3. Persons under age fourteen (14) are not permitted to use the exercise equipment.

F. Hobby Room / Bicycle Storage

The Hobby Room may be used for bicycle storage, grocery and luggage cart storage, a voluntary sharing library managed informally by the residents, and information-sharing via the bulletin boards located within the Hobby room.

Hobby Room

1. Grocery carts and luggage dollies shall be returned to the Hobby Room immediately after use. Carts are not to be left on the elevators, on walkways, or in the lobby.

Bicycles

2. Bicycles shall have owner's Tiara identification tag attached. Tags are furnished by the Association and can be obtained in the south building Maintenance Office.
3. All bicycles shall be stored in Hobby Room racks or in designated areas at the bottom of the staircases.
4. A maximum of two (2) bicycles for each unit may be stored in the hobby room. Because space is restricted, it is requested, if possible, owners store bicycles in garages (not in garageports).
5. Bicycles may not be stored in garageports.

G. Lobby Area and Elevators

1. Large items, large deliveries, grocery carts and dollies shall enter and exit only through the service door.
2. Occupants shall request Maintenance personnel to install elevator pads in the freight elevator before moving large items, furniture, etc. at least 24 hours in advance.
3. Shirts, cover-ups and footwear shall be worn at all times in the elevators and lobby area. Bare feet, dripping clothing/swimwear are not allowed in any interior common area.
4. Elevator phones are to be used only in case of emergency.
5. Exterior doors are to remain closed and locked at all times.

H. Parking Area

1. All vehicles on premises shall display parking permits or day passes. Parking permits are obtained by registering with the building Maintenance Office and forms are available in both the North and South Tower offices. Parking permits will only be issued to owners, tenants and guests.

2. Cars and trucks, including service vehicles, parked temporarily during the day are encouraged to display a day pass or other identifying information. Day passes are available at the gate keypad or alternatively the vehicle owner may leave a paper or business card on the dash of the vehicle indicating the date, unit visited, and contact phone number where the vehicle owner may be reached. (Gate passes will soon be available at the entrance keypad pedestal.)
3. Garages and garageports shall be used only by the owners to whom they have been assigned. However, unit owners may give permission to other residents of Tiara and their registered guests to use garages and assigned parking spaces. Except as noted above, allowing non-Tiara residents to park or store a vehicle on Tiara property is expressly prohibited.
4. Those who expect guests on Saturdays, Sundays, or holidays should arrange for parking permits in advance.
5. The driveway under the main lobby canopy is designated as short-term, temporary parking for the purpose of loading or unloading passengers and small hand-carried items. All other items are to be loaded or unloaded through the service entrance door.

6. Tall vehicles that may exceed the clearance under the portico at the main lobby should not attempt to drive up to the front doors.
7. Service entrance parking is only permitted for the loading and unloading of vehicles. Maximum of 15 minutes parking is allowed.
8. Except for commercial contractor vehicles involved with Tiara Condominium business, parking or storing of boats, campers, motor-homes, trailers, commercial vehicles, or recreational vehicles is prohibited, unless stored inside a garage (not a garageport) and the garage door is kept fully closed.
9. Vehicle repair work on Tiara property is prohibited except within individually owned garages.
10. If a prohibited or improperly parked vehicle is not removed after notice or violation is attached to such vehicle, the Board has the authority to tow the vehicles from the condominium property in accordance with Chapter 715 of FL Statutes.
11. All vehicles left overnight in guest parking shall display a parking permit and current license plates, and be operable and in good repair.

GARAGEPORT RULES

12. The garageports are a limited common area and as such the cost for maintenance and insurance is included in the quarterly condominium maintenance billing. Management will be allowed access whenever necessary.
13. Owners and authorized users should respect the spaces of all other owners. Everyone should utilize only his or her assigned space and not trespass on other spaces.
14. Storage within the garageport is limited to one motorized vehicle and one or two Board-approved cabinets per parking space. No other items may be stored including bikes, surfboards or golf clubs.
15. Storage of hazardous or combustible items is forbidden. Use or operation of dust producing power tools or spray painting within the garageport is prohibited.
16. Garageport doors are to be closed at all times unless the user is in the garageport. Unattended garageport doors should be closed by others to preserve the security of the building.
17. Storage in the garageport is only allowed in an approved storage cabinet. The cabinets must be white in color, of configuration, standard construction and installation as approved by the Board. Open shelves are not allowed. All items

stored outside the cabinets may be removed by the Maintenance personnel.

18. Use of the garageport space is limited to the assigned owners and those authorized by the owners in writing, such as tenants and guests. Management will be allowed access if necessary. The attic space is for the Management Company's maintenance access only.
19. Owners of each designated garageport space are responsible for keeping their individual area neat and clean. Any liquids leaking to the floor such as oil, car fluids, etc. shall be cleaned by the owner/occupant. Garageport doors shall be kept open when engine is running.
20. Vehicles left in the garageports are left there at the owner's risk.

TOWING of VEHICLES

1. Improperly parked vehicles posing a safety hazard, or blocking entry ways or garages, may be towed immediately if the owner of the vehicle is not located.
2. Improperly parked vehicles that are not a hazard will be "tagged" and warned. After one warning (Tag), and the vehicle owner has had 24 hours to register the vehicle and attach a parking permit, if a vehicle is still in violation of these rules, a vehicle may be

towed. A staff member of the Management company, a Board member, or Board-designee shall be present at the time the vehicle is towed.

I. Pets

Pets are limited to domesticated dogs and cats. (Tiara considers pets to be only domesticated dogs and cats. Any exception needs to be pre-approved by the Board)

1. Pets belonging to guests or tenants are not allowed on condominium property.
2. All pets shall be registered with the building Maintenance Office. Pet owners shall provide documentation related to rabies vaccinations; proof of weight limitations, and a pet photo.
3. Possessing a pet is a privilege extended to owners only. Pets shall not exceed twenty (20) pounds when fully matured. Pit bulls of any size are prohibited. Pets shall be kept on a 6 foot or shorter leash at all times outside the owner's unit.
4. Service animals shall wear an identifying vest any time they are outside of a unit.
5. All solid waste shall be bagged and disposed of in the dumpster.
6. Owners are limited to one pet per unit.
7. Pets are not permitted in the pool area.

8. Designated dog walks are defined as follows:

- North Building: On the grass between the two parking buildings that are directly across from the front entrance to the North tower or on the grass north of the northernmost garages. Avoid allowing pets to use the grassy areas or bushes immediately adjoining the building or in other locations.
- South Building: On the grass between the two parking buildings that are slightly north of the resident unloading parking zone or on the grass to the south of the southernmost garages. Avoid allowing pets to use the grassy areas or bushes immediately adjoining the building or in other locations.

9. The right of the owner to keep a pet in a unit shall have such right revoked if the pet creates or becomes a nuisance, as may be determined at the sole discretion of the Board of Directors.

10. Dogs may not be allowed to continuously bark in common or limited common areas as defined by Saint Lucie County ordinance 92.09.

J. Pool and Beach

The pool area includes the swimming pool, the hot tub, and surrounding paved area including the pergola, gazebo, and lounging area. Persons using the pool or hot tub do so at their own risk. Pool hours are from 8:00 a.m. to 10:00 p.m.

1. Smoking is prohibited in the pool area.
2. Diving and flying jumps into the pool are prohibited.
3. Pool furniture shall not be removed from the pool area.
4. Food and beverages are permitted in the pool area using only unbreakable utensils and containers.
5. Persons are responsible for prompt and thorough cleanup and trash removal.
6. Glass bottles, plates and other breakable items are not permitted in the pool area.
7. Children who are not potty trained shall wear diapers especially made for swimming pools.
8. Children under fourteen (14) shall be supervised at all times by an adult.
9. Scuba equipment is not permitted in the pool and pool area. Personal items (flotation devices / small toys) are acceptable if they are not a source of annoyance to other bathers.
10. Radios and audio equipment are not permitted unless used with ear jacks or headphones, so that other residents and guests are not disturbed.

11. Audio equipment with reasonable volumes is permitted during Board-approved events.
12. Unit owners or tenants shall be in residence when their day guests use the pool facilities.
13. Private pool parties for unit owners, tenants, and their guests are permitted in the pool area. To avoid conflicts of scheduling, owners shall notify the onsite maintenance staff of the date and time of any proposed private party at least 24 hours in advance. No owner, tenant or guest may be excluded from the pool area during such activity.
14. Storing of personal items overnight in the pool area, under or next to the dune walk is prohibited. Items will be collected and put into storage; if not claimed within 48 hours they will be disposed of as ordered by the Board.
15. Draping of towels, clothing or other personal articles on fencing surrounding the pool area or the dune walk is prohibited.
16. All persons are required to clean sand and tar from feet, footwear, and other articles prior to leaving the beach area and entering the swimming pool area.

17. Residents may barbecue in the pool areas provided that only the Association's gas fired grill is utilized. The User shall properly clean the grill and surrounding pool area after use.

18. Fence gates shall be kept closed and locked.

19. Climbing on or over the fence is prohibited.

K. Storage Room

1. Flammable, combustible, explosive and perishable materials shall not be stored in the storage rooms.

2. All storage items shall be placed inside owners' assigned metal cages. Maintenance personnel may remove items stored outside the bins and may discard them at management's discretion.

L. Tennis Courts

Tiara Tennis courts are for the use of owners, tenants, and their guests. Courts are to be used for tennis play only. Hours of play are from 8:00 am to sunset.

1. If several players show up at the court at approximately the same time, then priority as to who plays first will be given as follows :

1st Priority - Tiara owners or tenant

2nd Priority - Guests of owners or tenants

2. Courts may not be reserved.

3. Play is limited to one and one-half (1.5) hour for either singles or doubles play when other players are waiting.
4. Players should monitor their own play times, show respect to players waiting to play, and follow play times and other rules on a self-governed honor system.
5. Only rubber-soled shoes that do not leave marks are permitted on the court.
6. Shirts shall be worn at all times.
7. Appropriate courteous behavior is required.
8. Bicycles, skates, skateboards, baby carriages, playpens, strollers, radios, any non-tennis-playing equipment of any kind, and pets are not allowed on the courts.
9. Children who are not playing tennis are not allowed on the courts.
10. Children under fourteen (14) shall be accompanied by an adult.
11. Smoking, food, or drinking from glass containers is not permitted on the court. Trash should be disposed of in the proper receptacles.
12. Gates shall be kept closed at all times.

M. Trash

The trash chutes and trash dumpsters are intended for the disposal of household trash.

1. Furniture, major appliances, TVs and hazardous materials shall not be placed into the dumpsters, left in the dumpster rooms or discarded into the trash chutes.
2. All household trash shall be placed in plastic bags and securely tied before sending down the chute. If a trash bag is too large for the chute, it must be carried to the trash room and deposited in the dumpster. All items must be placed inside the dumpsters.
3. No construction debris shall be put into the dumpsters.
4. All recyclable items should be disposed of in receptacles furnished for such purpose. The receptacles are located at the west ends of the garages.
5. Trash chutes should be utilized only between 8:00 a.m. and 9:00 p.m.
6. The door to the dumpster room shall be closed at all times except when opened to place trash or debris into the dumpster.

N. Utility Rooms

Utility rooms are for the general benefit of all Tiara owners, tenants and guests, however, they are to be entered only by Tiara Maintenance personnel and those persons specifically named by Management and the Tiara Board.

1. Except for Maintenance personnel and the Tiara Board all others are strictly prohibited from entry into the Utility Rooms and particularly prohibited from any use of any utilities, tools or supplies within the Utility Rooms. Violators may be fined up to the maximum permitted by law.

O. Utility Service(s)

1. Common utility services (water, electric, cable or satellite) shall not be modified or altered unless authorized by permit or written approval from management on behalf of the Board of Directors.
2. No one may access common utility services for personal and/or unauthorized use. Violators may be fined up to the maximum permitted by law.

ABANDONED PROPERTY

Any property left/located in the common areas, including the parking area, which has been abandoned, and the owner of same cannot be ascertained, or the Owner has been notified and requested to remove same by onsite maintenance staff, and the continued failure to remove the property exceeds 48 hours, may result in the removal of the property from the premises by the maintenance staff. Any costs related to the removal of the property will be charged to the owner.

POLICY FOR PROVIDING RECORDS

The Tiara Towers Condominium association will abide by the Florida Condominium Statues and Tiara condominium by laws when providing information and records to Tiara Owners and the Public when requesting such records.

- Owners must request association records in writing; this can be done via e-mail, fax, hand delivered or postal service.
- If an owner requests a form or certificate, we will fax, email or post it on the Tiara Towers website those documents. A fee may be charged for providing forms by regular mail.

- If an owner requests a single existing financial document, the document will be faxed or sent regular postal mail.
- If an owner requests a list of documents, an appointment must be made to come into the Management company's office to review the requested records (per Fla. statute 718). The owner will be entitled to hard copies of records at owner's expense. The Management company will not provide research services to owners, but will only assist owners to review documents requested.
- Per Fla. Statute 718, the following records are not accessible to unit owners: Documents relating to pending litigation or adversarial proceedings, information obtained in connection with the approval of the lease, sales or transfer of a unit and medical records of unit owners. Personal information of owners (social security numbers, addresses, phone numbers, payment information etc.) will not be provided without specific written approval from the individual whose information is being requested.
- Requests from lenders, insurance companies etc on behalf of owners will be replied to via fax, email or postal mail only. Outside agencies or 3rd parties requesting documents not on behalf of a unit owner will not be granted access to condominium documents.

STANDING COMMITTEES

Appointment of six (6) Standing Committees is recommended: Activities (Social), Arbitration, Communications, Landscape, Maintenance, and Rules. Each committee shall have a chairperson and as many members as deemed necessary and available to serve. Appointments of all committees and chairs shall be the responsibility of the President of the Board and shall be for a term of one year. Suggested functions are described below.

Activities (Social) Committee: To sponsor a variety of social activities. Major social events should be confined to one (1) tower with annual rotations to occur on January 7th of each year. The Committee is authorized to charge participants to defray costs. The committee shall account to the Board for all receipts and disbursements.

Arbitration Committee: Will function as a hearing Board on formal complaints/violations of Tiara's Rules and Regulations to either dismiss or have them brought before the Board of Directors for further action.

Communications Committee: To keep members informed through newsletters, websites, and notices of general interest.

Landscape Committee: To review the design and oversee the maintenance of the landscaping of the common and limited common elements at Tiara Towers and recommend needed actions to the Board.

Rules Committee: To periodically review existing rules and recommend to the Board updates, changes, deletions, and additions. To report on infractions.

Maintenance Committee: To oversee the quality of maintenance and needs to buildings and grounds and make regular reports and recommendations to the Board.

Appendix A: Tiara Towers Complaint of Rules Violation

Your name:

Your Unit Number:

Description of Complaint, providing as much of the following as known:

Date and Time of occurrence:

Location of violation:

Names and addresses of alleged violators if known:

Brief description of conduct constituting violation:

Cite Bylaw, Declaration, or Rule/Regulation that you believe has been violated (Refer to Tiara Towers documents indicating page number and item number):

Was the violation brought to the attention of the violator?

If so, give time and date.

What was the response of the violator?

Names and addresses of witnesses, if any:

Your Signature

Date Submitted

**FRACTION OF OWNERSHIP IN COMMON ELEMENTS AND COMMON SURPLUS
AND PROPORTION OF SHARING IN COMMON EXPENSES**

The fraction of ownership in the common elements and common surplus and the fraction of sharing in the common expenses for each of the one-hundred-fourty-six (146) Units in Tiara Towers, a Condominium is as follows:

All Units one one-hundred-fourty-sixth (1/146)

**EXHIBIT E
TO
DECLARATION OF CONDOMINIUM**

**D. R.
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TIARA TOWERS, A CONDOMINIUM
ESTIMATED OPERATING BUDGET

	Annual	Monthly
I. Expenses for Association and Condominium (collectible by assessments):		
A. Administration of Association	24,000.00	2,000.00
B. Management Fees	N/A	N/A
C. Maintenance (including pool, trash, pest control, lawn, buildings, etc.)	56,000.00	4,666.67
D. Rent for Recreation and other Commonly Used Facilities	N/A	N/A
E. Taxes Upon Association Property	N/A	N/A
F. Taxes Upon Leased Areas	N/A	N/A
G. Insurance	32,000.00	2,666.67
H. Security Provisions	16,000.00	1,333.33
I. Other Expenses		
1. Utilities (including water, sewer, common electrical, pool heater, etc.)	118,000.00	9,833.34
J. Operating Capital	6,000.00	500.00
K. Reserve Accounts for Capital Expenditures and Deferred Maintenance (See Note 4 below)		
1. Reserve for Roof Replacement (both Towers)		
(a) Estimated Life-20 years	1,191.28	99.27
(b) Estimated Replacement Cost- \$20,000 ea. Tower		
(c) Estimated Remaining Useful Life of Roof- 20 years		
(d) Current Acct. Balance for Roof Reserve- \$0		
2. Reserve for Building Painting (both Towers)		
(a) Estimated Life-8 years	5,531.01	460.92
(b) Estimated Replacement Cost- \$40,000 ea. Tower		
(c) Estimated Remaining Useful Life of Paint Job- 8 years		
(d) Current Acct. Balance for Painting Reserve- \$0		
3. Reserve for Pavement Resurfacing		
(a) Estimated Life-10 years	4,492.14	374.35
(b) Estimated Replacement Cost- 540,000		
(c) Estimated Remaining Useful Life of Pavement- 10 years		
(d) Current Acct. Balance for Pavement Reserve- \$0		
4. Reserve for Covered Parking		
(a) Estimated Life-10 years	4,492.14	374.35
(b) Estimated Replacement Cost-\$40,000.00		
(c) Estimated Remaining Useful Life-10 years		
(d) Current Account Balance - \$0		
5. Reserve for Garage Roofs		
(a) Estimated Life-50 years	587.46	48.96
(b) Estimated Replacement Cost-\$24,000.00		
(c) Estimated Remaining Useful Life-50 years		
(d) Current Account Balance - \$0		

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L. Fees Payable to the Division (\$1.00 per Unit)	146.00	12.16
II. Expenses for Unit Owners (payable to persons other than the Association):		
A. Rent for Unit, if Subject to Lease	N/A	N/A
B. Rental Payable by Unit Owner under Recreation Lease	N/A	N/A
TOTAL	268,440.03	22,370.02
TOTAL ANNUAL BUDGET	\$268,440.03	
LESS Total Annual User Fees collected on Garage Facilities (see note 5 below)	(6,480.00)	
NET ANNUAL EXPENSES	\$261,960.03	
ANNUAL COST PER UNIT	\$ 1,794.25	
MONTHLY COST PER UNIT	\$ 149.52	

Note 1:

The Developer will be excused from the payment of its share of the common expenses in respect to Developer owned Units during the period of time beginning from the date of recordation of the Declaration of Condominium and continuing until Developer relinquishes control of the Association to Unit Owners other than the Developer. The Developer guarantees that during that period the assessment for common expenses of the condominium imposed upon each Unit Owner other than the Developer shall not increase over a stated dollar amount of \$149.52 per month, and obligates itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other Unit Owners. (See Section 8.02 of the Declaration of Condominium for the provisions regarding the Developer Guarantee.)

Note 2:

This Estimated Operating Budget is for a period of twelve (12) months beginning the date of recordation of the Declaration of Condominium for Tiara Towers, A Condominium among the Public Records of St. Lucie County, Florida, and ending twelve months from the date said Declaration is recorded.

Note 3:

Each Unit Owner will be individually assessed by St. Lucie County for their own units for Real Estate Taxes. Those individual figures have not been determined.

Note 4:

The estimated replacement costs shown in the Reserves above are estimates of future replacement costs, taking into consideration estimated inflation at the rate of 4% and that the reserves will be placed in an interest bearing account at an estimated interest rate of 6% and that the interest accrued to said reserves will be sufficient to cover the full replacement costs when added to the principal of the reserve.

Note 5:

Unit Owners assigned individual garage parking spaces will be billed a use fee estimated at \$10.00 per month for expenses relating to the use of the garage facilities, including, but not limited to, electrical utility costs, taxes, reserves and maintenance.

ESTIMATED CLOSING EXPENSES

The Developer shall furnish the title insurance policy to each Buyer at the Developer's expense. The Developer will pay for Florida Documentary Stamps, the recording of any Purchase Money Mortgage and the Intangible Tax on said Purchase Money Mortgage. The Seller shall be responsible for the recording of the Deed and for Documentary Stamps to be affixed to the Purchase Money Note, if any. The Buyer will be solely responsible for his prorata share of monthly maintenance, the recording of the Warranty Deed and parking assignment certificate, any and all costs for any third party loan obtained by the Buyer and for all attorney's fees for any attorney retained separately by the Buyer for closing.

Each unit owner, upon purchase, shall be required to pay the following:

- 1. Prorata share of monthly maintenance \$ 149.52
- 2. Recording of Warranty Deed and parking assignment certificate 12.00
- 3. Payment to establish working capital fund, based upon 2 monthly maintenance assessments (see section 8.03 of the Declaration of Condominium which is Prospectus Exhibit No. 1) 299.04

TOTAL ESTIMATED CLOSING EXPENSES \$ 460.56
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EXHIBIT G
TO
DECLARATION OF CONDOMINIUM

FILED AND RECORDED
DOUGLAS BIXON
ST. LUCIE COUNTY

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