

EXHIBIT "D"
RULES AND REGULATIONS
AND RESTRICTIONS ON USE

FOR

BEE RIDGE MEDICAL CENTER CONDOMINIUM ASSOCIATION, INC.

NO OWNER, TENANT, LICENSEE OR OTHER OCCUPANT OF A CONDOMINIUM SHALL:

- (1) use the unit for other than medical, dental, associated professional offices and ancillary type services, or use the limited common elements, or common elements, other than as permitted herein. No other use is permitted except that Developer may use one or more units as a model unit until all units in all phases are sold, and may, as long as it owns a unit, use it for its purposes. No residential use is permitted.
- (2) paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface; place any sunscreen, blind or awning on any exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner, acceptable in color, to the Board of Directors of the Association facing the exterior of his unit; tint, color or otherwise treat or apply anything to any window or door, which will adversely affect the uniform exterior appearance of the building, containing the unit, in the opinion of the Board; plant or place any vegetation or planting outside of a unit, except upon written approval, of the Board of Directors of the Association (which may be granted or denied for any reason, including aesthetic considerations, in the Board's sole discretion; erect any exterior lights or signs; place any signs or symbols in windows, doors or on the exterior of a unit, or elsewhere; or erect or attach any structures or fixtures within the common elements, except signs approved by the Association in areas designated by the Association for signs, all of which shall be uniform in size, color and appearance. The Association may through rules and regulations, adopt more specific standards and requirements regarding signs.

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- (3) make any structural additions or alterations except the erection or removal of non-support carrying interior partitions wholly within the unit). Any such additions or alterations shall be performed by a licensed and insured contractor, in accordance with applicable building codes, laws and ordinances, and in accordance with plans and specifications and a schedule of commencement and completion previously approved, in writing, by the Board of Directors (which may be granted or denied in the Board's sole discretion). No owner, tenant or other occupant shall fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar items to the walls or ceiling of a unit, if in the sole discretion of the Board they may cause damage or possible injury to property; and unless they may be removed without substantial damage to the wall or ceiling structure;
- (4) permit loud or objectionable noises, music or obnoxious odors, fumes, smoke, electrical or electronic waves or impulses or radiations, to emanate from the unit, which in the sole opinion of the Board of Directors may cause a nuisance or a hazard to the occupants, tenants or patients, of other units.
- (5) make any use of a unit which violates any laws, ordinances or regulations of any governmental body.
- (6) fail to conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the units and the common elements which may be adopted, from time to time, by the Board of Directors, or fail to allow the board of Directors, or its designated agent to enter the unit at any reasonable time to determine compliance with the Condominium Act, the declaration of Condominium.
- (7) erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Board of Directors of the Association (which may be granted or denied, for any reason, including aesthetic considerations, in the Board's sole discretion);
- (8) permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the

- common property;
- (9) commit or permit any nuisance or illegal act in his unit or in or on the common elements;
 - (10) divide or subdivide a unit for purpose of sale, except to the owner of an adjacent unit; however, a unit may be combined within an adjacent unit and occupied as one unit; provided however, prior written consent of the board is obtained, and no structural damage is or may be caused;
 - (11) hang any unsightly objects which are visible outside of the unit;
 - (12) allow anything to remain in the common areas which would be unsightly or hazardous;
 - (13) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacle provided therefor, and each unit and the common elements shall, at all times, be kept in a clean and sanitary condition;
 - (14) allow any fire or health hazard to exist;
 - (15) make use of the common elements in such a manner as to abridge or interfere with the equal rights of the other unit owners and tenants to their use and enjoyment, or as to abridge or interfere with the rights of other unit owners to the use and enjoyment of their units;
 - (16) lease an entire unit for a period of less than six (6) months, nor lease a unit more than two times in any calendar year, unless necessitated by the default of a tenant, so that the high quality of this condominium shall be maintained and so that it shall not become a facility for transient and unstable practices. During the time an entire unit is leased or occupied by others, the unit owner shall not have the right to use the common elements and facilities except as a guest or invitee of another unit owner or lessee;
 - (17) allow any animals to be kept in the unit other than tropical fish, or laboratory animals. However, any laboratory animals shall first be approved, in writing, by the Board of directors, and shall be kept in a healthy and hygienic area, completely insulated as to noise from any other unit.

- (18) park vans or trucks larger than one-half ton, except service vehicles during the time they are actually serving the unit or common elements. No boats, motor homes, trailers, and similar vehicles may be parked, at any time, in any event. No vehicles may be parked on grassed or landscaped areas, or any other areas not specifically designated for parking;
- (19) enclose, fence or screen any balcony, patio, entranceway, doorway or window;
- (20) no motor vehicle which cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours, and, except in emergencies, no repair of motor vehicles shall be permitted.
- (21) keep any hazardous substances in any storage or parking area, in the unit, or permit trash, debris, or other unsightly objects to remain in or about such areas;
- (22) alter the appearance of any mailboxes or mail chutes. Any replacement mailbox shall be of the same size, type and exterior appearance as the other mailboxes;
- (23) The sidewalks, entrances, passages, vestibules, stairways, halls, and like portions of the common elements, shall not be obstructed or used for any purpose other than ingress or egress to and from the premises; nor shall any carts, carriages, chairs, tables, or any other similar objects be stored therein.
- (24) The personal property of Unit Owners must be stored either in their respective units, or assigned storage areas, if any.
- (25) No Unit Owner shall permit anything to fall from a window, balcony, corridor, or doors of the premises, or sweep or throw from the premises any dirt or other substance into any of the corridors, halls, balconies, elevators, ventilators, or elsewhere in the buildings or upon the grounds.
- (26) Employees of the Association, if any, are not to be sent by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

- (27) No antenna or aerial may be erected or installed by a Unit Owner on the roof or exterior walls of the building and, if same is erected or installed, it may be removed without notice by the Board of Directors at the cost of the Unit Owner installing same. Citizen band and ham radio installations are strictly prohibited.
- (28) The Association may retain a pass-key to all Units. No Unit Owner shall alter any lock or install a new lock without the written consent of the Board of Directors of the Condominium Association. Where such consent is given, the Unit Owner shall provide the Condominium Association with an additional key.
- (29) No cooking shall be permitted in any unit or on any patio, balcony or roof deck or in the common areas.
- (30) Food and beverages may not be consumed outside of a Unit and its appurtenant patio or balcony except in designated areas.
- (31) No flammable, combustible, or explosive fluids, chemicals or substance, shall be kept in any Unit or storage area, except such as required for normal office use. Provided if the use of such materials shall increase the insurance premium for the condominium, the Unit Owner shall, upon demand, pay such increased costs.

EXHIBIT "E"

BUDGET

BEE RIDGE MEDICAL CENTER CONDOMINIUM ASSOCIATION, INC.
PHASE VI

O. R. 1904 PG 2960

	<u>Monthly</u>	<u>Annual</u>
RECEIPTS:		
Maintenance assessments	<u>\$ 750</u>	<u>\$9,000</u>
DISBURSEMENTS:		
Advertising	20	240
Electric	40	480
Insurance	100	1,200
Management fee	50	600
Maintenance--grounds	150	1,800
Maintenance--Parking	50	600
Office expense & postage	40	480
Professional fees	40	480
Repairs	100	1,200
Telephone	20	240
Water & Sewer	<u>140</u>	<u>1,680</u>
Total Expenses	<u>750</u>	<u>\$ 9,000</u>
EXCESS RECEIPTS (DISBURSEMENTS)	<u>\$ -0-</u>	<u>\$ -0-</u>

This budget is only an estimate of anticipated expenses and is based upon the development of Phase VI as planned. Should additional phases be developed, the budget is subject to revision.

No provision is made for reserves.

FULL AND COMPLETE
 R.A. JENNIFER, CLERK
 SECRETARY
 BEE RIDGE MEDICAL CENTER
 ASSOCIATION, INC.
 FLA.
 Dec 11 2 29 PM '86