

RULES AND REGULATIONS

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ANTILLES Vero Beach

RULES AND REGULATIONS

GOVERNING THE USE OF THE PROPERTY

The Rules and Regulations for Antilles Vero Beach, have been established for compatible, comfortable and harmonious living for all of our residents, and with the confidence that each of us has an innate desire to treat others with mutual respect, courtesy, dignity, and congeniality.

In order to preserve the property values of, and the amenities and improvements on, the Lots, Residences, Common Property, and the Property comprising The Antilles, in a manner that is consistent with those of a first class subdivision subject to our high qualitative standards, the following rules and regulations hereinafter enumerated, and as amended from time to time, (*collectively referred to herein as "Rules and Regulations"*) shall govern the use of the Property and shall be deemed in effect until amended as provided in Antilles Documents. The Rules and Regulations shall apply to, be binding upon, and shall, at all times, be obeyed by all Owners.

Further, all Owners shall cause their families, guests, invitees, servants, lessees, and persons for whom Owners are responsible and persons over whom Owners exercise control and supervision to obey the Rules and Regulations. Violations of the Rules and Regulations may subject the violator to any and all remedies available to the Association and other Owners pursuant to the Antilles Vero Beach Documents and/or the Florida law. Violations may be remedied by the Association by injunction and/or by pursuing any rights or remedies available to the Association to recover damages against any person violating the Rules and Regulations or this Declaration, and the Association shall be entitled to recover all costs and expenses incurred in undertaking such remedial action, including, without limitation, reasonable attorneys' fees and court costs.

The Board may, from time to time, adopt new Rules and Regulations or amend or repeal any previously adopted Rules and Regulations. Any waivers, consents or approvals given under the Rules and Regulations by the Board shall be revocable at any time, and shall not be construed as or deemed a waiver, consent or approval for any other purpose other than that which has been identified at the time of the giving of such waiver, consent or approval.

SECTION I

GENERAL PROVISIONS

01: Unit Owner and Lessee Responsibilities

All unit owners and lessees must observe the Rules and Regulations of the ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, hereinafter referred to as the Association, and are responsible for adherence to these rules and regulations by their families, guests, employees, and everyone else who may visit them

02: Lawful use of Association Property or Home

(a) No immoral, improper, offensive, or unlawful use shall be made of the Association property or of a unit within Antilles Vero Beach, and all valid laws, zoning ordinances and/or regulations of any and all State and/or County governmental bodies having jurisdiction shall be observed.

(b) If any part of buildings and grounds or other real or personal property within Antilles Vero Beach, is damaged or destroyed, the person causing such damage, shall be responsible for the cost or repair or replacement. If the person causing said damage is a minor child, the parent and/or guardian of that minor child shall bear the cost of replacement and/or any and all repairs.

In any event, the persons causing any damage shall be determined to be a guest or lessee of the owner of record, and ALL the parties, individually and severally, shall be subject to the cost of the replacement or repair thereof.

Should litigation result because of such damage, the cost of litigation, plus reasonable attorney's fees incurred by the Association, shall become a part of the amount due and owing to the Antilles Vero Beach, Homeowner's Association. Failure to pay any amounts due the Board of Directors of the Association may result in a fine against the owner of record, which may or not, accrue with the then prevailing rate of interest, until such time as the unanimous decision of the Board of Directors may proceed with State of Florida Laws available to the Homeowners Association along with the current legal powers given them in the documents of the Antilles Vero Beach, Homeowners' Association.

03: Solicitations:

There shall be no solicitation permitted by any persons upon any Common Property or Lot for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.

SECTION I

GENERAL PROVISIONS

04: Conduct:

No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the Property, including, without limitation, inside the Residence or on any Lot or Common Property.

05: Disruptions:

No residence owner, family member, guests, lessee and/or invitee, shall act in such a manner as to disrupt or cause any disruption of the ongoing sales activities of the Developer.

06: Nuisances:

Neither Owner nor Owner's family, guests, invitees, tenants servants, licensees, agents or any employees, shall make, produce, generate or permit any disturbing noises, odors or lights in any Residence or upon any Lot or Common Property, or permit anything by such persons that will interfere with the quiet enjoyment, rights, comforts, privacy, convenience of other Owners, including, without limitation, no stereo, television, radio, sound amplifier and/or other sound equipment or musical instrument may be played or operated in such a manner that same disturbs or annoys occupants of any Residence.

No offensive, immoral or illegal activity shall be carried on, permitted on, or maintained on any part of the Property, and persons shall always conduct themselves such that noise generated in and around the Residence shall not disturb and/or be a nuisance to any Owner or authorized occupant of any Residence.

07: Obstructions in Common Property: Personal Property:

There shall be no obstructions of the Common Property, except as specifically provided herein. No carriages, bicycles, wagons, carts, chairs, benches, tables or other objects shall be stored or kept in or upon the Common Property, without the prior consent of the Board; provided, however, Developer may store materials upon the Common Property in connection with its development and sales activities. With the exception of typical outdoor patio furniture, grills, and typical children's outdoor play equipment, which may be kept in the rear of a Residence, all personal property shall be stored within the Residence, and in no event shall personal property be stored or left in the front of a Residence or upon another Owner's Lot.

SECTION I

GENERAL PROVISIONS

08: Vehicular and Pedestrian Traffic:

All vehicular traffic operating upon the Property shall at all times comply with the controlling governmental law, and shall at all times obey any traffic signs placed on the Property. Unless otherwise posted vehicular traffic shall adhere to a maximum speed limit of 15 mph. No wheel vehicles, including, without limitation, bicycles, mopeds, skateboards, or carriages shall be used in a manner which would interfere with vehicular or pedestrian traffic upon the Property. Except for temporary service vehicles, no vehicles shall be parked in any public street, or in any public right-of-way.

09: Cleanliness: No Unsightly Uses:

Owners are responsible for maintaining their Lots in a clean and orderly manner, and in such a manner which would not be offensive to any other Owner. No portion of any Lot shall be used as a drying or hanging area for laundry, garments, rugs, or articles of any kind.

10: Firearms:

No guns shall be permitted to be discharged on any portion of the Property, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida.

11: Damaged Property:

The cost of repairing damage to any property which is the Association's obligation to maintain, which is caused by an Owner or Owner's guests, tenants, invitees, or servants, including, without limitation, the Common Property, shall be the sole responsibility of such Owner, and, in the event such Owner does not repair such damaged property in a timely manner, the Association may undertake such repairs, and, in such event, the Association may pursue all rights and remedies permitted under this Declaration and Florida law to recover all expenses associated therewith, including, without limitation, attorney's fees and costs and collection costs.

12: Developer Employees and Management Employees and Contractors:

No Owner or Owner's family, guests, tenants or servants shall give orders or instructions to employees, contractors or agents of Developer or the Association, but rather such information shall be expressed to the party designated for this purpose by the Board.

SECTION I

GENERAL PROVISIONS

13: Deliveries:

The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an Owner, or Owner's family, guests or tenants, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of employees of the Association or of Developer, and all parties delivering items to such employees and all parties intended to be the recipient of such items so delivered, hereby assume all risks of theft, conversion, disappearance, loss or damage of and to such items.

14: Insurance:

As the Association does not provide any form of insurance for the Lots or Residences, (including, without limitation, insurance for general liability, fire, hazard, casualty, windstorm, or flood), it shall be the obligation of every Owner to purchase and maintain the appropriate insurance, as set forth herein, with respect to all improvements located on Owner's Lot and within Owner's Residence. In such event, Owner's are required to purchase and maintain all aforesaid insurance coverage up to the maximum insurable value of all insurable improvements, with the minimum required amount of insurance to be established by the Board of Directors on an annual basis, which amount shall at least be 110% of the estimated cost of replacement of the Residence.

Insurance proceeds for damage to any Residence or insurable improvement located on the Lots shall be used solely for the immediate repair, replacement or reconstruction of the applicable Residence or improvements. In such event, and no later than ten (10) days after obtaining the insurance coverage required herein, each Owner shall file with the Association, any insurance certificates showing the required insurance coverage, and each Owner shall file such certificates with the Association on an annual basis or, at the discretion of the Board, on a more frequent basis, upon not less than fifteen (15) days prior written request by the Board.

15: No Implied Waiver:

The failure of the Board of Directors to object to an Owner's or other party's failure to comply with the covenants or restrictions contained in any Antilles Vero Beach Documents now and/or hereafter promulgated shall in no event be deemed a waiver by the Board or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of this Declaration or Antilles Documents.

SECTION II

PROPERTY RIGHTS

01: Business Activities:

Other than home office uses permitted by the Indian River County, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any Lot or in any Residence that would increase traffic, bring customers, and/or potential customers and/or clients onto the association property or into the home, except for the development and sales activities conducted by the Developer

02: Utility Easements:

Easements for the installation, maintenance and billing of Utilities are reserved as shown on the Plat, by easement, and as provided herein.

03: Subdivision and Partition:

The Lots shall not be subdivided further than as provided in the Plat. The area and width of each Lot on the Property upon which a Residence may be constructed shall be as shown on the Plat.

04: Leasing and Guest Occupancy:

Owners may lease their Residence pursuant to the Rules and Regulations. No Residence may be leased for a period of less than six (6) months per calendar year. The Board of Directors requires the payment of a security deposit in the amount of \$1,000 to the Association as a condition to any lease. Any individual, other than Owner's immediate family, companion or mate, who temporarily resides in the Residence while the Owner or the Owner's lessee is present and with the permission of the Owner or the Owner's lessee, and/or without monetary consideration, shall be deemed a guest. Guests shall be registered with the Association if residing in the Residence for more than thirty (30) consecutive days. Guests are limited to sixty (60) days per any calendar year, cumulatively. Any person who resides in the Residence for more than sixty (60) days shall be deemed a tenant. All tenants and guests are required to comply with these Rules and Regulations and/or other obligations created by the Declaration. The Board reserves the right to limit the number of tenants or guests which may reside in a Residence, and the duration of tenant leases or guest stays, as the case may be. The Board reserves the right to expel any tenant or guest who violates the Rules and Regulations.

SECTION II

PROPERTY RIGHTS

05: Leases:

No Owner shall rent or lease a home to a Tenant without the Board of Directors ("Board") prior written approval, which approval shall not be withheld unreasonably. Not less than twenty (15) days prior to the effective date of any Lease, an Owner desiring to rent or lease a home to a Tenant shall notify the Board of his or her intention to lease his or her home and shall furnish the Board with (a) a copy of the proposed Lease or rental agreement; (b) a copy of a completed questionnaire providing information about the proposed Tenant; and (c) payment in the amount of One Hundred and Seventy Five Dollars (\$175.00), to permit the Board to ascertain the proposed tenant's financial status and propensity to comply with this Declaration and By-Laws, Articles of Incorporation and Rules governing the Antilles.

All Lease agreements between an Owner and a Tenant shall be in writing, shall provide for a term of not less than six (6) months, and shall provide (*or be automatically deemed to provide, absent an express statement*), that (i) the Tenant shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the Tenant to comply with such terms and conditions shall be a material default and breach of the Lease, and (ii) that the Association shall have the right to terminate the Lease upon default by the Tenant or guests in observing any of the provisions of the Declaration or the terms and condition in any of the Antilles Documents.

The Association shall respond to a completed request for approval of a Lease within fifteen (15) days after receipt of the completed request, and absent such response, the Lease shall be deemed automatically approved. Incomplete applications or applications not accompanied by appropriate fees shall not be deemed approved, notwithstanding the Board's failure to respond within fifteen (15) days. The Association shall also have the right not to approve any Lease renewal if the Tenant has been found in violation of any of the covenants or restrictions contained in the Declaration or in any of the Antilles Documents, or if the Board of Directors finds that the Tenant has failed to maintain the property in a manner consistent with the character of the Subdivision.

All Lease agreements shall lease the entire home, and no Lease agreement, sub-lease, rental agreement, or any other arrangement to rent or lease anything less than the entire home shall be permitted, and any such agreement shall be null and void.

SECTION II

PROPERTY RIGHTS

06: Motorcycles: All Terrain Vehicles, Personal Water craft:

Owners may keep no more than one of each of the following upon their Lot provided each is kept in the Owner's garage at all times when not in use.

Motorcycles, motorbikes, scooters, mopeds; all terrain vehicles, four wheelers; personal water craft, jet skis. (Together, all such vehicles will be referred to herein as "personal vehicles"). No personal vehicle shall be parked in any area other than in the Resident's garage. All motorcycles shall be equipped with appropriate noise muffling equipment such that they do not create a nuisance or rise above normal noise levels. Jet-skis and personal water craft shall not be started on the Property at any time. No personal vehicles shall be parked upon any Lot at any time, the Association or the Developer may cause the personal vehicle to be towed without prior notice to the Owner. No personal vehicle or any other recreational vehicle may be used on any Lot at any time.

07: Antennae: Solar Panels: Satellite Dishes:

No satellite dishes, aerials or antennas, solar panels, or the wiring for any such devices shall be installed, constructed or maintained on any Lot or Residence without the written consent of the Board; provided, however, a satellite dish no greater than 18 inches in diameter may be installed on a Residence upon application to, and written consent from, the Board. Owners' agree that the Board shall not allow any satellite dish to be located where the view of the satellite dish will be offensive to other Owners in the reasonable discretion of the Board.

08: Outdoor Cooking:

Outdoor cooking and entertaining may be done within the Common Property in areas designated by the Antilles Vero Beach Homeowners' Association; provided, however, that while in use, no cooking equipment in the designated areas shall be left unattended, or shall be used by children, and no outdoor cooking or entertaining in and around the designated areas shall be a nuisance to any other Owner. Every Owner or Tenant shall immediately clean up after cooking or entertaining in the designated areas, and may be charged, by the Association, for any cleaning and/or janitorial expenses incurred by the Association in connection with an Owner not cleaning the area as required herein. No outdoor cooking and/or barbecuing shall be permitted in the front of any Residence.

09: Casualty Destruction to Improvements:

In the event a Residence or other improvement upon a Lot is damaged or destroyed by casualty, hazard

or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall commence to rebuild or repair the damaged Residence or Lot or improvements thereon in compliance with applicable determinations of the Board, and shall diligently continue such rebuilding or repairing activities to completion.

SECTION III

HURRICANES

01: Hurricane Preparations:

All Owners who plan to be absent from their Residence during the hurricane season must, prior to departure, prepare their Lot or Residence by: (a) removing all outside furniture, grills, potted and/or hanging plants and other moveable objects from the Lot and/or exterior portion of the Residence; and (b) designating a responsible firm or individual to care for the Residence should the Residence suffer hurricane damage, and furnish the Board of Directors, or the person (s) designated by the Board of Directors for such purpose, with the name of said firm or individual.

02: Hurricane Shutters and Panels:

The objective of these specifications is to allow the homeowner by law, to protect his/her property during the hurricane season and to create a uniform appearance. The Board of Directors have approved the following permanent-type hurricane shutters as long as they are Miami/Dade and/or Florida Code compliant.

A: Roll-up type shutters, constructed of either PVC or aluminum, that roll up into a box and completely out of sight when not in use and are code compliant.

B: Accordion style PVC and Aluminum shutters installed according to the manufacturer's specifications. This will require the removal of the decorative shutters, and then extended outward and replaced in order to allow for the split side stacking of the shutter blades on both sides of the window openings. These also must be code compliant.

C: Clear, or Translucent panels and/or code compliant Lexan glass permanently installed on the upper windows of certain Models of the homes.

The Board of Directors have approved the following temporary-type of hurricane shutters that may be installed in order to protect the homeowner's property during the hurricane season as it is predicted by the National Hurricane Center and as long as they are Miami/Dade and/or Florida Code compliant.

A: Clear, Translucent, Aluminum and/or Galvanized Steel panels, installed according to the manufacturer's specifications, and completely covering the daylight opening, inside the framework of any decorative shutters.

B: Any appropriate protective material, including plywood, installed completely covering the daylight opening, inside the framework of the decorative shutters.

By Florida law, if a threat of a hurricane or major storm is imminent, any non conforming protective material can be used to protect the windows and doors but it all must be taken down as soon as the threat or actual storm is over as announced by the National Hurricane Center.

SECTION IV

USE RESTRICTIONS

01: Lot Use Restrictions:

All Lots shall only be used as Residential Property. No building structure shall be erected, placed or permitted to remain on any Lot other than a residential single-family dwelling unit; provided, however, Developer shall be permitted to place or erect temporary structures upon Lots owned by Developer and Common Property to be used in connection with its development and sales activities.

02: Alterations: Exterior Appearance: Structural Modifications:

No alterations, changes, modifications, additions or improvements of any kind shall be made to the exterior of any Residence or upon any Lot or Common Property without the express written consent of the Board of Directors. Any consent by the Board to any improvement to be made on any Lot or on the exterior of any Residence, or to anything to be placed thereon, may be withheld purely on aesthetic grounds, in the sole discretion of the Board of Directors. No structural modifications, exterior alterations, or additions of any kind shall be made to a Lot or Residence without the prior written consent of the Board.

03: Window, Door and Balcony Treatments:

No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of any Residence without the prior written consent of the Board. Interior window treatments shall consist of drapery, blinds, decorative panels, or other tasteful materials, and no foil or sheets or other temporary window treatments are permitted. No windows shall be tinted and no tinted glass shall be installed, and no window/sliding door screening shall be replaced other than with screening of the same material and similar color as originally exists, without the prior written consent of the Board. Balconies, courtyards, and patios may not be enclosed, which includes screening of same, nor may anything be affixed to the walls within such balconies, courtyards or patios except with the prior written consent of the Board.

04: Mailboxes: Address Plates:

Mailboxes and Residence address plates will be supplied by Developer. No replacements or modifications shall be made without the prior written consent of the Board.

SECTION IV

USE RESTRICTIONS

05: Removal of Landscaping: Alteration of Drainage:

Except for Developer's acts in connection with the development of the Property, and Owner plantings that are, in the sole opinion of the Board, consistent with the overall landscape plan of the Property, no other plantings shall be made upon the Property, and no sod, topsoil, mulch, plants, trees or shrubbery shall be removed from the Property, and no change in the condition of the soil or the grade level of the Property shall be made which results in any permanent change in the flow or drainage of surface water within the Property without the prior written consent of the Board.

06: Artificial Vegetation: Exterior Sculpture: Lawn Furniture & Smaller Items:

No artificial vegetation shall be permitted on the exterior of any portion of the property. Exterior sculpture, fountains, flags, and similar items must be approved by the Board of Directors. Yard ornaments, pinwheels, and blow-up decorations of any kind are not permitted. Lawn furniture may not be placed in any front or side yard.

07: Mining or Drilling:

There shall be no mining or drilling for water, minerals, oil, gas or otherwise undertaken within any portion of the Property ("*Mining Activity*"). Activities of Developer or other parties in creating, or maintaining Utilities or other facilities serving the Property shall not be deemed a Mining Activity.

08: Fences and Walls:

No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or gate on any Lot without the prior written consent of the Board. To maintain a high-quality, uniform appearance throughout the Antilles, it is currently contemplated that, except as installed by Developer or as required by applicable building codes for swimming pools and/or spas, there shall be no fencing or walls erected upon any Lot, including side and rear yard areas. No fencing or walls of any kind may be installed without the prior written consent of the Board.

09: Water Supply: Sewage Disposal:

No individual water supply system or septic tank will be permitted upon any Lot or Common Property.

SECTION IV

USE RESTRICTIONS

10: Temporary Structures:

No structure of a temporary character, whether a trailer, tent, shack, garage, shed, barn or any other such structure, shall be placed on any Lot, except that Developer shall be permitted to erect temporary structures on the Lots and Common Property to be used in connection with and during its construction, maintenance, repair and sales activities.

11: Rubbish:

No garbage, trash, waste, refuse or rubbish of any kind shall be deposited, dumped or kept upon any part of the Property except in closed containers and recycling containers designated for such purpose which shall be set out for curbside pickup in front of each Residence, or as required by the Association. When not set out for pickup, all such containers shall be kept in the garage area of the Residence, or adjacent to the Residence within a fenced side yard by the garage service door, and shall be kept in a clean and sanitary condition with no noxious or offensive odors emanating therefrom.

12: Radio Equipment:

No ham radios or radio or transmission equipment shall be operated or permitted to be operated on the Property without the prior written consent of the Board.

13: Garage Doors:

Garage doors to all Residences shall be kept closed except when opened to permit vehicles to enter and exit from a garage.

14: Playground Equipment:

No playground equipment, including and without limitation, jungle gyms, swing sets, slides or trampolines shall be placed or installed at any residence or on any Lot without the prior approval of the Board of Directors, which shall have complete discretion to approve, deny, or condition as to size, location and/or visibility.

SECTION IV

USE RESTRICTIONS

15: Sidewalks:

Sidewalks throughout the community are intended for pedestrian traffic only. No motorized vehicles are permitted on the walks at any time. Vehicles shall not be parked in such a manner as to block or encroach upon any sidewalk.

16: Air Conditioning:

No air conditioning equipment, other than equipment similar to that originally installed on the Lots and in the Residences by Developer is permitted, including, without limitation, wall or window air conditioning units, without the prior written consent of the Board.

17: Service Persons:

Except for the Developer, no Owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work upon a Lot or in a Residence before 8:00am or after 6:00pm, or on Sundays, except in the case of emergencies.

18: Lighting: Holiday Decorations:

Except for seasonal decorative lights which may be displayed between December 1 and January 10 only, all exterior lights for each residence must be approved by the Board of Directors.

No holiday decorations of any kind may be placed in any yard or on any lot, except within the primary residence, until twenty-one (21) days prior to the holiday, and all such decorations must be removed within five (5) days after the holiday.

All holiday decorations of any kind shall be limited to tasteful, front-entry door decorations, plus, at Halloween only, not more than two (2) pumpkins.

SECTION V

PETS

01: Pets:

Except as provided under the Rules and Regulations promulgated by the Board of Directors from time to time, no Owner shall keep, raise or breed any pet or other animal of any kind on the Property, except that Owners may keep typical interior pets such as fish, turtles, etc. that do not live outside of their containment, and except that a total of three typical (3) household pets may be kept within an Owner's Residence, provided there shall never be more than two (2) dogs within an Owner's Residence, and provided that the animals are not kept, bred or maintained for any commercial purposes, and that they do not cause an unreasonable nuisance or annoyance to any other Owners.

However, under no circumstances may any breed of dog that is commonly known as a Pit Bull, Rottweiler, and/or Doberman Pinscher be permitted on the Property. Under no circumstances shall any pet birds capable of uttering sounds be allowed outside of any Residence.

The Board of Directors shall have the right to require any pet to be removed from the Property which is deemed to cause an unreasonable source of annoyance to any Owner, or if the Rules and Regulations are violated with respect to the pet. In this regard, if a dog or any other animal, becomes a nuisance or annoyance to any other Owner by barking, other noise, odors, waste deposits, contact with other pets on adjacent lots, or otherwise, the Owner thereof must cause the problem to be immediately corrected. If the problem is not so immediately corrected, in the sole discretion of the Board of Directors, the Owner, upon written notice by the Board, will be required to permanently remove the animal/pet from the Property.

All pets must be carried or kept on a leash when outside the Residence. No animal/pet shall be left outside a Residence.

No pets are allowed upon recreational amenities within the Common Property. Owners shall immediately pick-up and remove any solid waste deposited by his/her pet.

**** Seeing Eye Dogs owned by the legally blind are permitted in all areas at all times ****

SECTION VI

ADVERTISING ~ SIGNAGE

01: Signs:

Except for the permitted signs/advertising stated below, no signs, advertising, notice, lettering or pictures of any kind shall be exhibited, displayed, inscribed, painted, or affixed on any part of the exterior and/or interior of any Residence, or upon any Lot or Common Property so as to be visible from the outside of any Residence, including, without limitation, signs indicating that a Residence is for sale or for rent (i.e., "For Sale", "For Rent", "Open House", and any and all variations of such signage), including any and all real estate brokerage and marketing firms, or any "No Trespassing" signs, or any window display advertising of any kind. The only permitted signs or advertising shall be:

- (a) directional or traffic signs installed by Developer or appropriate governmental authority;
- (b) address plates installed by the Developer, or replacements for all Residences as approved by the Board of Directors;
- (c) standard issue security monitoring signs, which are approved by Developer or the Board;
- (d) promotional display signs or banners used by Developer in connection with its development and marketing activities.

Since all such unauthorized signage immediately undermines the aesthetics and security of the Project, and since Owner has been advised through the Rules and Regulations that placement of such unauthorized signage is prohibited,

- (1) any violation of this restrictive covenant is also punishable by a fine of up to One Hundred Dollars (\$100.00) per day, from the first day the unauthorized sign was erected, and
- (2) Owner hereby authorizes the Developer, Developer's agents and employees, the Board of Directors, A.R. Choice Management Inc., or agents and employees of the Association to remove any such unauthorized signs without notification to Owner of such sign removal, and Owner hereby agrees that Owner shall not have any claim against any of the above-referenced parties for removing any such unauthorized signs.

02: Open House Marketing:

No Owner (*other than Developer*), nor any agent, broker, employee, or family member of any Owner shall be permitted to conduct "*Open House*" activities on any Lot/Residence within the Development, including, and without limitation, the placement of any "*Open House*" or similar signage (*as indicated in Section 01 above*) within the Project, and the promotion or advertisement of such "*Open House*" activities by other means which encourages visitors to Owner's Lot or Residence is also prohibited.

SECTION VI

MOTOR VEHICLES AND PARKING

01: Prohibited Vehicles:

Trucks, campers, boat trailers, boats, motor homes, R V's, commercial vehicles, including all vehicles with commercial lettering on it, or any vehicle other than a private passenger vehicle including SUV's, and family mini vans. By title and definition, trucks and pickups cannot be larger than one-half (1/2) ton. *(If designated as a commercial truck)*

No owner of any Lot shall park, store or keep any vehicle, except wholly within their driveway or garage and no owner and / or lessee shall park store or keep any truck, pickup, camper, trailer, boat, motor home, RV, and commercial vehicles, including all vehicles with commercial lettering on it, or any vehicle other than a private passenger vehicle, on any undesignated space.

More specifically, no truck, pickup, camper, trailer, boat, motor home, R V, and/or commercial vehicles, including all vehicles with commercial lettering on it, or any truck, pickup, camper, trailer, boat, motor home, RV, and commercial vehicles, including all vehicles with commercial lettering on it, or any vehicle other than a private passenger vehicle, on any undesignated space. In no event shall any truck larger than one-half (1/2) ton pickup truck be parked, stored, or kept in any parking space.

No more than two vehicles may be parked on or within the driveway and garage of each unit.

Prohibited vehicles will be given a warning at time of violation. Future violations will result in the vehicle being towed away at the owner's expense after all the legally written and appropriate notifications by law have been issued to the owner of the vehicle in writing.

02: Commercial Vehicles: Boats: Trailers:

No commercial vehicle, recreation vehicle, van (except for family mini-vans, pick-up trucks, and sport utility vehicles used as private passenger vehicles), boat, trailer, commercial pick-up truck or any other commercial vehicle, or any vehicle with commercial equipment in or lettering on the vehicle, or any unsightly vehicle of any kind, shall park or be parked on the Antilles Property at any time, except that service vehicles may be temporarily parked on the Property only in connection with providing services to Developer, the Association or to Owners.

SECTION VI

MOTOR VEHICLES AND PARKING

03: Parking and Garages:

Vehicles shall be parked only in the garages or in the driveways serving the residences or in the appropriate spaces or designated areas to which parking may be assigned, and then subject to the reasonable rules and regulations adopted by the Board of Directors. Vehicles shall not be parked overnight on the Roads or swales. A maximum of two (2) vehicles may be parked overnight in a driveway.

In no case will vehicles more than can be accommodated within the garage and driveway be allowed. Vehicles belonging to guests that cannot be accommodated within the garage & driveway will be allowed to park in the association's parking areas as regulated by the Board of Directors, only after first completing a "Request For Temporary Parking for more than a 24 hour period in the Association Parking Lots". *This Form may be obtained from the Board of Directors.* If the forms are **not available**, or a member of the Board of Directors is **not available** to issue the "Request" or the office personnel is **not available** and/or is closed, a note can be placed on the windshield or the dashboard. The form or note will include the homeowner or tenant's name, address and telephone number and the period of time the vehicle will be parked in the association's parking lot.

The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator.

No garage shall be used as a living area unless otherwise approved by the Board of Directors.

Parking on any landscaped area is prohibited.

Absolutely no continuous parking on the street at any time. After a written warning, and if the vehicle is illegally parked again, it will be towed away at the owner's expense after the written and appropriate notifications by State law have been issued to the owner of the vehicle in writing.

No owner, and/or lessee, shall park a vehicle on his / her driveway in such a manner that the vehicle extends into the street.

SECTION VI

MOTOR VEHICLES AND PARKING

04: Motor Vehicle Maintenance:

Only well-maintained passenger vehicles bearing current license and registration tags and inspection stickers as required by state law shall be permitted on the Property. No maintenance, repair or storage of any motor vehicle shall be permitted upon any Lot or Common Property, except that motor vehicle washing shall be permitted within the driveway of an Owner's Lot during reasonable hours.

In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device upon any Lot or Common Property. No vehicle that cannot operate under its own power shall remain on any Lot for more than twenty-four (24) hours.

There shall be no assembling or disassembling of any motor vehicles except for the ordinary maintenance, such as changing of a tire, battery, etc. No owner and / or lessee of a lot shall repair or restore any motor vehicle, boat, truck, pickup, camper, trailer, motor home, RV (*including power-driven two wheel vehicles*) on any portion of any lot or on the common area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

SECTION VII

USE of RECREATIONAL AREAS

THE ANTILLES Vero Beach AMENITIES

*Clubhouse, Billiard Room, Card Room, Kitchen, Fitness Center,
Swimming Pool, Spa, Tennis Courts, Croquet Court,
Outdoor Cooking Area, Tot-Lot & Community Pavilion*

The Antilles Vero Beach amenities are intended for primary use by Homeowners of the Community. Homeowners/Lessees agree to abide by these rules that are intended to protect the significant investment made in the amenities and acknowledge that violation of these rules may result in the forfeiture of privileges.

01: Clubhouse Regulations:

Hours: 6:00 a.m. - 11:00 p.m. *(Video Security Monitored 24 hours a day)*

Homeowners and Lessees are limited to a total of four (4) guests to utilize the amenities while accompanied by the owner or Lessee. Un-accompanied guests are not allowed to use any of the facilities. Homeowners (only) have the option of reserving the Antilles Community Pavilion in accordance with the terms and conditions as described within the Rules and Regulations.

No alcoholic beverages are allowed in any of the Community Amenities including the pool area, covered lanais, or clubhouses without consent from the Association Board of Directors.

The clubhouse is for the use of all RESIDENTS of Antilles Vero Beach and their invited guests. Residents are defined as owners and lessees in RESIDENCE. Invited guest are those defined as houseguests (guests staying in Antilles) and other guests. Houseguests are welcome to use the facilities while staying in The Antilles when accompanied by a Resident. Other guests may use the facilities one time per month when accompanied by a Resident.

The wearing of wet bathing suits is prohibited in the Clubhouse and Fitness Center and/or the Community Pavilion. There are outside Cabana Pool Baths for pool users on each side of the Fitness Centers with designated entrances for each. The use of any roller skates/blades is not permitted in the Clubhouse or adjoining grounds.

**Smoking is prohibited in the Clubhouse
and throughout the entire Antilles Vero Beach Amenities area.**

(Indoors and Outdoors)

SECTION VII

USE of RECREATIONAL AREAS

02: Clubhouse Use Rules:

- a) The property owner must be present and shall be responsible for the conduct of his/her guests at any time when the Clubhouse is used for private parties.
- b) The maximum capacity of the Clubhouse shall not be exceeded.
- c) The cars of the Clubhouse guests must be parked in a place where they do not disrupt traffic or encroach upon any neighbor's property.
- d) The Clubhouse may not be used for commercial purposes.
- e) Alcoholic beverages shall not be offered or served to anyone under the Florida legal age of twenty-one (21).
- f) No activity at the Clubhouse, including the playing of music, shall be permitted if it is disruptive or disturbing to any neighbor.
- g) The hours of operation for the Clubhouse shall be posted and the premises must be vacated by the times posted at the Clubhouse.
- h) The property Owner shall be responsible for cleaning the Clubhouse after any private party or function; for placing all trash in the containers if provided, or if not provided, for providing any such containers; for turning off the lights; for re-setting the air open conditioner; for locking the doors; and for returning the key to the appropriate person immediately following the party.
- i) No children shall be allowed within the buildings unless accompanied by an adult.
- j) The Clubhouse facility buildings are not to be used for access to or from the swimming pool and any person using the swimming pool are to access and exit the pool area through the exterior corner pavilion gates.
- k) No person under the age of sixteen (16) shall be permitted to use the swimming pool unless accompanied by an adult.

03: Tot-Lot Playground:

Children must be accompanied by a resident or guest of at least 16- years of age.

SECTION VII

USE of RECREATIONAL AREAS

04: Billiard Room:

- a) No one under the age of 18 is allowed to use the pool table without adult supervision.
- b) No food or beverages on the Pool Tables.
- c) No wet swimsuits in clubhouse.
- d) Do not sit or lean on the tables.
- e) When finished playing return all equipment to its proper storage location.
- f) The television must be turned off while not being viewed. The volume of the television should be kept at a tolerable level to ensure the "quiet" enjoyment of other residents using the clubhouse.

05: Card Room:

- a) Persons using the card room must be accompanied by a resident.
- b) Chairs and tables should be left neatly in their original location.
- c) Wet bathing suits are prohibited in the clubhouse.

06: Clubhouse Kitchen

- a) Kitchen should be left clean and orderly after use.
- b) All appliances must be turned off.
- c) No food or beverages are to be left in the kitchen overnight.

07: Outdoor Cooking Areas

- a) Outdoor charcoal grills may only be used by persons 21 or older and a resident.
- b) Grills must be cleaned and covered after usage.
- c) No additional portable grills are allowed at the clubhouse grounds.

SECTION VII

USE of RECREATIONAL AREAS

08: Swimming Pool and Cabana Area:

Regulations regarding the Community Pools area shall be posted in a conspicuous place in the swimming pool area.

Children under twelve (12) years of age are not permitted in or around the swimming pool or spa pools located upon Common Property "Community Pools" unless accompanied by an adult. Since there are no lifeguard or others supervising pool activities in the Community Pools, and since Residence doors, and pool fence gates may be inadvertently left open or unlocked, Owners and Owner's guests, lessees, servants, etc. are all responsible for their own safety and the safety of their children, and are solely responsible for any and all injuries, liabilities, damages and death sustained to themselves and/or their children within the Property.

All persons using the Community Pools must shower prior to entering the Community Pools.

All rubbish must be properly disposed of, any personal property brought upon Common Property must be removed, and no radios or other visual and/or sound systems may be used without privacy headphones. No rafts or flotation devices are permitted when others are using the Community Pools. No food or beverage is permitted in the Community Pools, and no breakable containers are allowed anywhere on any Common Property. No diving is permitted in the Community Pools. Any person using suntan lotion or oil must cover any lounge chair they are using with a towel. All infants and toddlers must wear a rubberized form-fitted or waterproof garment over a diaper while in the Community Pools.

Additional regulations shall include those that are necessary to comply with the laws of the City, County or State regarding swimming pools and other public facilities, and those that are deemed necessary and reasonable by the Board of Directors from time to time to ensure the proper use of the Community Pools, and all related facilities on the Common Property. It shall also be the responsibility of all Owners to apprise themselves of any amended and/or additional Rules and Regulations regarding the Community Pools and other facilities within the Common Property.

SECTION VII

USE of RECREATIONAL AREAS

09: Pool and Spa, Rules and Regulations:

- 01) All persons using the pool do so at their own risk. There is no lifeguard on duty.
- 02) Swimming hours are from dawn to dusk.
- 03) All persons entering the clubhouse must wear shoes and a cover-up. No wet swimsuits are allowed in the clubhouse or fitness area, only in the cabana restrooms.
- 04) Children under age 16 must be supervised by an adult.
- 05) Children under age 3 must wear special "swimmy" diapers that do not absorb water or leak and are available at local department stores.
- 06) All persons must shower before entering and reentering the pool.
- 07) Poolside chairs must be covered. Chairs and tables should be arranged neatly.
- 08) No animals are permitted in the pool, deck or clubhouse.
- 09) Swimwear must be worn in the pool and spa.
- 10) No food, drinks or glass in pool or on pool deck. No smoking is permitted in the pool area.
- 11) Radios, disc/tape players are permitted only if used with earphones. Music in the pool area is allowed for approved association functions.
- 12) Bathing load: 39 persons.
- 13) There is no lifeguard on duty. Required safety equipment is located at the sign:

(FOR EMERGENCY USE ONLY)

NO DIVING, RUNNING OR "HORSEPLAY" ON POOL DECK

SECTION VII

USE of RECREATIONAL AREAS

10: Fitness Center Rules:

- 01) Children must be accompanied by an adult resident and are not permitted to use exercise equipment.
- 02) Wet bathing suits are prohibited in the carpeted fitness center area and is limited to the bathroom and shower areas.
- 03) Bring towels to wipe down equipment after use and return equipment to original location. Disinfectant sprays to be provided by **A.R. Choice Management Inc.**
- 04) Lockers are available while using the fitness center equipment.
- 05) There is a 45 minute limit on equipment if someone is waiting to use the equipment.
- 06) Beverages must be contained in closed top bottles.

11: Tennis Courts Rules and Regulations:

Hours of operation. 7:00 am to 10:00 pm.

Tennis courts are for the exclusive use and enjoyment of The Antilles residents and their guests. Guests must be accompanied by a homeowner and unauthorized play is strictly forbidden. Children under the age of 16 must be directly supervised by a responsible adult of at least twenty-one (21) years of age.

Proper tennis attire and tennis shoes shall be worn at all times. *All players must wear regulation soft court tennis shoes.* Shoes with ribbed or uneven soles can cause surface damage to the court and are not permitted.

This court is for tennis play only. Any type of rollerblading, skateboarding, bicycling, etc. is strictly forbidden.

Players are responsible for the day to day maintenance of the courts. As a courtesy to others, please sweep and line the court when you are done with play.

Play is limited to 1, ½ hours when people are waiting.

These courts are maintained on a daily basis. Should you have any questions and/or concerns, please feel free to call our tennis professional, Mr. Lars Hakansson.

SECTION VII

USE of RECREATIONAL AREAS

12: Reserving the Community Pavilion:

The Community Pavilion is available to be reserved on a first come, first serve basis. Resident owners or lessees in Residence are allowed to reserve the Community Pavilion. A reservation request may be made through the community management company. The facility may not be reserved for private use on typically recognized holidays unless approved by the Management Association.

13: Rules for Usage by the Reserving Party:

Resident Owners or Lessees must be present at all times and is responsible for the conduct of his or her guests for any damage. The reserving party shall not hold The Antilles Homeowners Association, A.R. Choice Management Inc. and/or its agent liable in case of injury.

Resident Owners or Lessees shall be responsible to maintain that the level of noise is kept to a tolerable level to ensure that the "quiet" enjoyment of other residents is preserved.

Resident Owners or Lessees is solely responsible for complying with all liquor licensing and permit requirements if any. No alcoholic beverages may be served to any minor.

Resident Owners or Lessees shall make sure that activities are confined to the Community Pavilion and guests shall park motor vehicles only in the designated visitor parking areas.

Resident Owners or Lessees is responsible for leaving the Community Pavilion clean and orderly. No food or beverage of any kind shall be left in the Community Pavilion after a function. Clean up must be completed by 11 :00 a.m. the following day or immediately after use if another event is scheduled.

Resident Owners or Lessees functions shall not be used for private entrepreneurial ventures or where an admission fee for entry is charged.

SECTION VII

USE of RECREATIONAL AREAS

13: Rules for Usage by the Reserving Party:

Resident Owners or Lessees must understand smoking is prohibited in all buildings.

Resident Owners or Lessees must make sure that the facility is vacated by 10:00 p.m. unless written approval by A.R. Choice Management Inc.

Resident Owners or Lessees must not exceed the maximum number of guests, twenty-five, (25) people without a waiver from A.R. Choice Management Inc.

Resident Owners or Lessees must sign reservation form (accepting rules and regulations) and pay required use fee and damage deposit to A.R. Choice Management Inc.

14: Required Deposits

A request to reserve the Community Pavilion form is available via A.R. Choice Management Inc. The use of the Community Pavilion for private functions will require a \$100.00 use charge and a refundable deposit of \$150.00 to insure the facility is returned to its original condition. The fee is payable to **A.R. Choice Management Inc.** at the signing of the agreement.

There will be an overall inspection of the Community Pavilion prior to the function and after the function to determine if there is any damage. Then, A.R. Choice Management Inc. at its sole discretion, shall determine the amount of deposit fee refund to be made to the reserving party.

The reserving party shall pay to A.R. Choice Management Inc. any additional damages and/or cleaning costs that exceed the security deposit. The reserving party shall be advised in writing within five (5) business days whether or not the security deposit will be refunded.

SECTION VIII

ENFORCEMENT

The covenants and restrictions herein contained or contained in any of the Antilles Documents may be enforced by Developer, the Association, any Owner or Owners, and any Lenders in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating, attempting to violate, or permitting or suffering any guest, invitee, or tenant to violate or attempt to violate, any covenants, restrictions or provisions hereunder.

In addition to the foregoing, and not in substitution thereof, the Association shall have the right to *(a)* levy fines, not to exceed One Hundred Dollars *(\$100.00)* per violation, per day, against any Owner or any Tenant, guest or invitee, and *(b)* suspend the rights of any Owner or any Tenant, guest, or invitee, to use common areas and facilities, for any violation of the covenants and restrictions contained herein the Rules and Regulations or contained in any of The Antilles Documents.

A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, and any such fine may not exceed One Thousand Dollars *(\$1,000.00)* in the aggregate. A fine shall not become a lien against a parcel. In any action to recover a fine, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court.

No fine or suspension may be imposed without notice of at least fourteen *(14)* days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three *(3)* Members of the Association appointed by the Board of Directors of the Association.

The Board of Directors is hereby authorized to appoint such a committee on an annual or on an "as needed" basis. The three Members appointed may not be officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director and/or an employee of the Association. A majority vote of the three Members so appointed, shall be required to approve a fine or suspension.

SECTION IX

AMENDMENTS

The Board of Directors shall adopt such other Rules and Regulations from time to time in order to govern the use and enjoyment of the Common Property, Lots, and Residences as the Board of Directors, in its sole discretion, deems appropriate or necessary, provided such additional Rules and Regulations shall be consistent with the provisions contained in the Antilles Vero Beach Declaration of Covenants and Restrictions.

In the event of a dispute as to whether the use of the Property or any portion thereof complies with the covenants and restrictions contained in the Antilles Vero Beach Declaration of Covenants and restrictions, any such dispute shall be referred to the Board of Directors, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, that any use by the Developer of the Property or any portion thereof, in accordance with the Article, shall be deemed a use which complies with the Antilles Vero Beach Declaration of Covenants and Restrictions and shall not be subject to a determination to the contrary by the Board of Directors.

The Board of Directors may, amend or repeal any previously adopted Rules and Regulations. Any waivers, consents or approvals given under the Rules and Regulations by the Board shall be revocable at any time, and shall not be construed as, or deemed a waiver, consent or approval for any other purpose other than that which has been identified at the time of the giving of such waiver, consent or approval.

Reasonable regulations concerning the appearance & use of Antilles Vero Beach Homeowners' Association property may be made from time to time by the Board of Directors in the manner provided by its Articles of Incorporation, its Declaration of Covenants and Restrictions, and in its By - Laws.

The above mentioned documents were provided to owners at the time of purchase.

Additional copies of any and all said documents, and any amendments thereto, are available from A.R. Choice Management Inc. to all owners and/or residents, at a nominal charge, plus any required mailing costs