

EXHIBIT "I" TO
DECLARATION OF CONDOMINIUM
FOR
ORCHID HAMMOCK AT IBIS GOLF AND COUNTRY CLUB,
A CONDOMINIUM

RULES AND REGULATIONS OF ORCHID
HAMMOCK AT IBIS GOLF AND COUNTRY
CLUB CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

OF

ORCHID HAMMOCK AT IBIS GOLF AND COUNTRY CLUB, A CONDOMINIUM

1. **OCCUPANCY.** Occupancy of the condominium units is limited and restricted pursuant to paragraph 16 of the Declaration of Condominium. Each Unit Owner should consult the applicable provisions of the Declaration for further information regarding such occupancy restrictions.

2. **USE.**

(a) No improper, offensive or unlawful use shall be made of any Unit, the Condominium Property or of the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.

(b) No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or otherwise, nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

(c) No person shall use the Common Elements or any part thereof, or a Unit, or the Condominium Property or any part thereof, in any manner contrary to or not sanctioned by these Rules and Regulations, or amendments thereto as may be, from time to time, adopted by the Association.

(d) In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium (other than Units occupied by the Developer) without the prior written consent of the Association, the Master Association and applicable laws. The Association shall possess additional authority to promulgate Rules and Regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted, and further, shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of the Condominium.

(e) The use of all facilities upon the Common Elements shall at all times be governed by the Rules and Regulations stated herein or as adopted or amended from time to time by the Association, or such Rules and Regulations as may be posted, from time to time, in and about such facilities by the Association.

(f) Common Elements and Limited Common Elements shall only be used for the purposes intended, and shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items.

3. **PETS.** No animals of any kind shall be kept in any of the Units or Condominium Property except by prior written consent of the Board of Administration. Provided however, no consent shall be required for cats maintained exclusively within a Unit, for dogs under thirty (30) pounds, or for other usual and common household pets not to exceed a total of two (2). No Unit Owner shall allow its pet to commit any nuisance or to interfere with the rights of other Unit Owners or to unreasonably annoy other Unit Owners or make improper use of the Condominium Property or the Common Elements.

4. **APPARATUS AND ALTERATIONS.**

(a) No clothesline or similar device shall be allowed on any portion of the Condominium Property.

(b) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, fences, loggia balconies, patios slabs, porches, or windows of a Unit except with the prior written consent of the Board of Administration, and further, when approved, subject to the conditions designated and adopted by the Board of Administration. All screening, window and exterior glass door coverings and drape linings shall be in the colors specified by the Association. Anything to the contrary notwithstanding, any Unit Owner may display one portable, removable United States flag.

(c) No Unit Owner shall cause improvements or changes to the exterior of the Condominium, including, but not limited to, walls, screening, fencing and fence gates enclosing any patio, balcony, loggia, terrace, slab, porch, or painting or other extensive decoration of any aesthetic nature, installing electrical wiring, television antennae or air conditioning units which may protrude through the walls or roof of the Condominium Property or in any manner change the appearances of any portion of the Buildings without the prior written consent of the Association.

(d) Television, radios, musical instruments and other instrumentalities of sound reproduction or amplification must be used at such times and at such levels as will provide a minimum disturbance to other Unit Owners.

(e) No garbage cans, supplies, milk bottles or other articles shall be placed in the pathway, halls, stairways, walkways, or parking areas. All garbage shall be properly bagged and deposited in garbage cans. Garbage cans shall be stored in the Unit Owner's garage.

(f) No Unit Owner shall in any way affix any "for sale" or "for rent" signs or any other kind of notice to the exterior of his Unit nor in any way allow any signs to be visible to the general public from within his Unit.

5. **CHILDREN.** Children shall not be permitted to play in the walks, parking areas, stairways, storage areas, pathways or corridors of the Condominium Property.

6. **ASSOCIATION.**

(a) No Unit Owner or occupant shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he or she attempt to send any such employees on private business of such Unit Owner or occupant, such employees are

to be directed only by officers of the Association or the management personnel engaged by the Association.

(b) The use of all Common Elements shall be governed by these Rules and Regulations, as they may be amended from time to time by the Association, and shall be governed by such other Rules and Regulations as may be posted from time to time in or about such Common Elements by the Association.

(c) The Association, through its officers or designated Agent, may maintain a pass key to each Unit for utilization for pest extermination services and/or only in the event of emergency, such as fire, leakage, etc. No Unit Owner or occupant shall alter any lock or install a new lock in any door of his premises without the written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association's officer or agent with an additional key for the use of the Association pursuant to its right of access to each Unit.

7. PARKING.

(a) Parking areas are solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours.

(b) No commercial vehicles, pick-up trucks, campers, mobile homes, motorhomes, house trailers, or trailers of any other description, recreational vehicles, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property, except as to pick-up trucks and vans, approved by the Board for specified periods of time. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Association's or Developer's vehicles.

(c) No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

(d) No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner shall be parked in such manner as to impede or prevent access to another Owner's parking space.

(e) Except for guest parking spaces, each parking space is assigned as an appurtenance to a particular Unit. As such, each space may be used only by the Owner except when the Owner has given written permission (copy to the Association) for use by another Owner, lessee or resident.

(f) Vehicles shall only be washed in designated vehicle wash areas.

8. PLUMBING. Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the person causing the damage and, in the case of guests, by the Unit Owner who invited the guest onto the Condominium Property.

9. **RESPONSIBILITY FOR DELIVERIES.** Unit Owners shall be liable for damages to the Condominium Property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective Units.

10. **SOLICITATION.** There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity or any other purpose whatsoever, unless specifically authorized by the Board of Administration.

11. **OPEN DOORS.** No occupant shall allow the front entrance door to his or her Unit to remain open for any purpose other than immediate ingress and egress.

12. **FOOD AND BEVERAGES.** Food and beverages may be consumed upon the Common Elements in such manner as may, from time to time, be authorized in writing by at least one of the officers of the Association.

13. **HURRICANE PREPARATIONS** Each Unit Owner shall be responsible for the installation and removal of hurricane shutters for his or her Unit. The shutters shall be installed on the exterior of the Unit. The Unit Owner shall commence installation of the shutters upon issuance of a hurricane "watch" and shall have completed such installation upon issuance of a hurricane "warning." Hurricane shutters may not be installed prior to the issuance of a hurricane "watch." Hurricane shutters shall be removed within three (3) days following the lifting of the hurricane "warning" or "watch" and shall be stored in the Unit Owner's garage, together with installation instructions. Installation and removal of hurricane shutters for Units located on the second floor of a Building shall require an appropriate ladder, which ladder shall be the responsibility of the Unit Owner to obtain. Each occupant who plans to be absent from his Unit during any portion of the hurricane season must prepare such Unit prior to departure by:

(a) Removing all furniture, plants and other personalty from its courtyard or patio.

(b) Designating a responsible firm or individual to install and remove hurricane shutters for the Unit and to care for his Unit during his absence in the event that the Unit should suffer hurricane damage.

(c) Furnishing the secretary of the Association with the name of such firm or individual.

14. **ODORS.** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.

15. **COOKING DEVICES.** No fires, cooking devices, grills or other devices which emit smoke or dust shall be allowed or used upon any balcony, courtyard or patio.

16. **STORM SHUTTERS.** Any Unit Owner or occupant desirous of installing storm shutters must have the same approved by the Association prior to installation thereof and with regard to type, style, size, material and color of said storm shutters.

17. ENCLOSURES OF BALCONIES. No enclosures of balconies by Unit Owners shall be allowed.

18. COMPLIANCE BY UNIT OWNERS. Unit Owners and occupants shall comply with the foregoing rules and regulations, and any and all rules and regulations which may, from time to time, be adopted by the Board of Administration. Failure of a Unit Owner or occupant to comply with the foregoing may subject himself to the imposition of a fine (upon notice and hearing) and to possible legal remedies including, but not limited to, suits for money damages, injunctive relief, or any combination thereof.

19. COMPLIANCE BY DEVELOPER. Notwithstanding anything herein to the contrary, the foregoing rules and regulations shall not be applicable to the Developer, its agents, employees and contractors or to Units owned by the Developer except for paragraphs 1 and 3. With regard to Paragraph 7, the Developer shall have the right to be exempt from any such parking restrictions only if the vehicle is engaged in any activity relating to construction, maintenance or marketing of Units.

20. RELIEF. The Board of Administration shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in the Rules and Regulations upon written request therefor, and for good cause shown in the sole opinion of the Board.

21. MASTER ASSOCIATION RULES AND REGULATIONS. The Condominium and each Unit Owner shall be subject to the rules and regulations adopted by the Master Association, as amended from time to time. In the event of a conflict between the Rules and Regulations adopted by the Association and those of the Master Association, the rules and regulations of the Master Association shall control.

ORCHID HAMMOCK AT IBIS GOLF AND
COUNTRY CLUB CONDOMINIUM
ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

EXHIBIT "9" TO PROSPECTUS
FOR
ORCHID HAMMOCK AT IBIS GOLF AND COUNTRY CLUB,
A CONDOMINIUM

FREQUENTLY ASKED QUESTIONS
AND ANSWERS SHEET

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

Name of Condominium **ORCHID HAMMOCK AT IBIS GOLF AND COUNTRY CLUB, A CONDOMINIUM**

Name of Association: Orchid Hammock at Ibis Golf and Country Club Condominium Association, Inc.

As of (Date): January 2, 2002

Q: What are my voting rights in the condominium association?

A: Each unit owner is entitled to one (1) vote.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: Units may be occupied for residential purposes only. The number and class of occupants are limited to family members or guests in an amount not more than legally permitted. Pets are permitted only with Board consent. Provided however, no consent is required for cats maintained exclusively within a Unit or for dogs under thirty (30) pounds.

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: Units may be leased for a minimum term of two (2) months subject to prior written approval of the Association and on forms approved by the Association. An escrow is required to cover repairs to Common Elements. See Section 16.12 of the Declaration.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: During the Initial Guarantee Period, the assessment of each unit shall be \$250.00 per month including Condominium Association fees, but not including Master Community Association fees. Thereafter, assessments shall be determined by the Board.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: As a Unit Owner in Orchid Hammock at Ibis Golf and Country Club, a Condominium, you are automatically a member of the Ibis Property Owners Association, Inc. Each Unit Owner is entitled to one (1) vote for each Unit owned in the Master Community Association. The assessments for Ibis Property Owners Association, Inc. are currently \$178.61 per month. See Section 1.g of the Prospectus.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: The land is owned in fee simple by the Association. No rent payments are required.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each such case.

A: There is no litigation pending involving the Association.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.