

RULES & REGULATIONS

SURF CLUB III CONDOMINIUM ASSOCIATION, INC.

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I. General Rules

1. Every owner, occupant, and guest shall comply with the Rules and Regulations as set forth herein, and the provisions of the Condominium Declaration, By-Laws and Articles of Incorporation of the Association. Florida Statute 718 provides the basis for all the Condominium documents, and all rules and regulations must comply with State requirements. Copies of the Rules & Regulations, as well as periodic updates, will be provided to owners by the Association. Failure to comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, at the sole discretion of the Board of Administrators of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guest, or lessees to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the procedures set forth in the By-Laws are adhered to.
2. Any amendment to condominium documents also becomes part of the Rules and Regulations when it has been properly filed and a notice sent to all owners. The Board of Administrators may amend Rules and Regulations, so long as the amendment does not deviate from the Condominium Documents, and is not more restrictive than the documents.
3. All of the condominium units shall be used for single family residences only. Occupancy is restricted to six (6) people for two bedroom units, and eight (8) people for three bedroom units.
4. No separate part of the Condominium unit may be rented. No trade, business, profession or other type of commercial activity may be conducted in any condominium unit, which involves customer/employee access or incoming/outgoing inventory.
5. Luggage racks and grocery carts are provided for the convenience of all residents and are to be returned to the vicinity of the elevators in the garage immediately after use.
6. There will be no soliciting of any kind within the building or on the premises, including electronic and telephone solicitation.

II. The Association & Management

1. Surf Club employees work under the direction of the Management company, and may not perform work of a personal nature for unit owners during their normal scheduled work hours.
2. Any orders or directions to building employees shall be made through Management only.

3. All suggestions or complaints concerning the operations of the condominium should be made in writing and turned in to the Management office. If management fails to act on a resident's complaint, or if the action is not satisfactory, the complaint can be mailed to the President of the Board of Administrators. Forms for this purpose are available in the outer Management office. Complaints will be acknowledged within 3 business days.
4. Management Office phone # is (386) 447-9066. In case of emergencies, call 911.
5. **The Management office is not a concierge service for renters and guests, but, rather, they are here to assist owners. While they will answer questions from renters/guests regarding Rules & Regulations, all other issues should be addressed by the unit owner.**

III. Safety & Security

1. No flammable, combustible or explosive fluids, chemicals, substances or fireworks shall be kept or used in any unit or on the common elements.
2. No gas tank, gas container or gas cylinders shall be permitted.
3. Installation of a second dead bolt on the unit door is prohibited.
4. Keyless entry pads in silver/pewter are allowed if installed in the old lock hole.
5. No private lock boxes are allowed on unit doors. Realtor lock boxes are allowed.
6. A condominium owner shall not permit or suffer anything to be done or kept in a condominium unit, which will increase the insurance rates of the Association, the common elements, or the common area, or which will obstruct or interfere with the rights of other condominium unit owners or the Association. No condominium unit owner shall commit or permit to be committed any nuisance or illegal act in the condominium unit, on the common elements or the common area.
7. No unit owner shall make any changes or alterations to a unit or units which will in any way jeopardize the safety or soundness of the building or any other unit or impair any easement. Owners shall notify the Management Office when replacing or installing storm doors, windows, storm shutters, storm screens, bug screens, or any other exterior component of their unit and provide the approved vendor information.
8. Each Condominium unit owner acknowledges and recognizes that any officer of the Association or any agent of the Board shall have irrevocable right to have access to each condominium unit from time to time during reasonable hours and upon notice as may be necessary for inspection, maintenance, pest control, service, repair or replacement of any part of the common elements therein or accessible from that location, including without limitation the limited common elements assigned to such condominium unit, or at any time as may be necessary for emergency repairs. To this end, each condominium unit owner shall provide the Association for its use as referenced above the key

(or keys) necessary to access the unit. Management is required to maintain these keys in a secure place.

9. In all cases, when a unit has been entered in the absence of the owner, a written note will be left in the unit, specifying time/date, person entering, and reason for entry.
10. No person shall be admitted by management or building employees to any unit in the absence of the owner without authorization of said owner except for emergencies or by order of management.
11. No person at any time of the day or night shall be allowed to prop open any door to permit re-entry into the building or on the premises.

IV. Common Areas

1. The sidewalks, entrances, garage, passages and like portions of the common elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the condominium property; nor shall any carts, bicycles, carriages, chairs, tables or any other personal items be left therein.
2. The personal property of unit owners and occupants may not be stored in any common area, including patios and balconies. All personal property must be stored in their respective units unless it is equipment that has a designated storage area that has been approved by the Board. Storage lockers for garage level storage may be purchased through the Management Office.
3. No garbage cans, supplies, storage units or similar articles shall be placed on the balconies or other Common Elements.
4. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of any local government or private waste collection company for disposal or collection of waste shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage must be placed in leak-proof plastic bags before it is placed in the trash chutes, located at the North and South ends of each floor. All boxes must be broken down and placed in the dumpsters at each end of the garage.
5. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the condominium property, except signs approved by the Association Board of Administrators. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building or on the common elements that may be visible from outside of the building, with the exception of previously Board approved hurricane shutters, hurricane screens, or bug screens. Screens and shutters must be fully deployed or completely retracted at all times.
6. A unit owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, patios, balcony or patio railings or windows of the building, except Christmas or Hanukah decoration the specific period from Thanksgiving through January

6th, or small stickers in their windows that apply to either safety, security or health. Examples of this are: Pet In Unit, or Disabled Person in Unit. The American Flag may be displayed; however, it may not be attached to the building

7. Unit owners or occupants may not install portable air conditioning units. No unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door. Clear hurricane protective film is permitted on the inside of windows and sliders
8. No exterior antennae or satellite dish(s) shall be permitted on the condominium property or improvements thereon, except that the Association shall have the right to install and maintain radio and television cables and lines, and security and communications systems not requiring external antennae. Small interior phone reception devices may be affixed to the inside of a window.
9. No condominium unit owner shall install any storm shutters, storm door, awnings, hardware or the like, including exterior floors, without the prior written approval of the Association Board of Administrators. In any event Association Board of Administrators approval shall not be granted unless such items substantially conform to the architectural design of the condominium and the design of any such items which have been previously installed at the time Association Board of Administrators approval is requested.
10. No clothesline or other similar device shall be allowed on any portion of the condominium property.
11. Use of roller blades, skateboards and roller skates are prohibited on Surf Club III Property. Roller blades will be permitted in the driveway area for the purpose of accessing the sidewalk adjacent to A1A. Bicycles are not permitted on the sidewalks, breezeways or hallway areas.
12. Sale of personal property such as furniture, drapes, clothing, etc. will not be allowed in the common areas. Notices will only be permitted on the bulletin boards in the lobby or adjacent to the mailboxes in the first floor mail rooms.
13. Owners must notify the Management office when planning to use the elevator for moving in or out. The repair of any damages that occur during a move will become the financial responsibility of the owner. No elevator may be propped open at any time during moves. Management can provide a key for holding the elevator if required. Elevator pads must be used, and are arranged through the Management Office.
14. Public notices are permitted by Owners on the bulletin boards in the office lobby and in the mail rooms.
15. No items are allowed in the ocean side planter beds. Items which are placed in the beds will be confiscated. Owners will be notified by Management they can pick up items from the office, otherwise, they will be disposed of after 4 weeks.

V. Stairways & Corridors & Unit Entry Doors

1. The steps and landings of all stairways must, by law, be kept clean and free at all times, and may not be used for storage of any kind. Stairway doors must be kept closed at all times.
2. Doormats may be placed at the entry door to individual units. No other decorative items, flower pots, shells/rocks, etc. may be placed at entry doors, as they inhibit cleaning by maintenance personnel.
3. In the event there is any type of accident, emergency, hazard, or other safety problem related in any way to items left in a stairway or corridor, the owner of the unit will be held responsible for any damage or personal liability claims.

VI. Balconies & Railings

1. No Condominium Unit Owner, guest or renter, shall cook or barbecue on any patio or balcony. No grill of any type may be used, or stored, on a balcony or patio. Gas grills are available in the Pool & Spa area. Open fires or flames are not permitted on any unit balcony or patio area, including chimneys, fire pots, outdoor fireplaces, including electric and gel fueled fireplaces, candles, lanterns, etc.
2. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles shall be shaken or hung from balconies, terraces or other portions of the Condominium Property.
3. No unit owner or occupant shall permit anything to fall from balconies, nor sweep or throw any dirt or other substance, including cigarettes and cigar butts, into any of the balconies or upon any other common element.
4. Lighting on outside patios/balconies must utilize 50 Watt bulbs or less in order to comply with Florida Sea Turtle Lighting Ordinances.
5. Owners and Residents may hang garland and small seasonal lights that would produce a combined luminescence of less than 50 watts from the balcony railings for the specific period from Thanksgiving to January 6th only.

VII. Supervision of Children

1. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the condominium property, and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association.
2. All children under 16 years of age must be accompanied by a responsible adult at least 18 years old when entering and /or using any of the recreational facilities. No child under the age of 10 is permitted to use any equipment in the exercise room.
3. Children shall not loiter or play in the corridors, lobby, garage, stairways or ride up and down in elevators unnecessarily. Owners, Residents and Renters

are required to exercise constant and meaningful supervision of their children and those of their guests while utilizing the common area facilities.

VIII. Noise & Other Disturbances

1. No unit owner, guest, or renter shall make or permit any disturbing noises, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other unit owners or occupants **at anytime day or night**. No unit owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his/her unit in such a manner as to disturb or annoy other residents. No unit owner or occupant shall conduct nor permit to be conducted, vocal or instrumental instruction at any time that disturbs other residents.
2. All residents shall respect "quiet time" between 11:00 p.m. and 8:00 a.m.
3. No radio or television, mechanical or electronic installation may be permitted in any unit which interferes with the television or radio reception of another unit.

IX. Hurricane Precautions

1. A unit owner or occupant who plans to be absent during the hurricane season (June 1 through November 30) must prepare the unit prior to departure by removing all items from the balcony, patio and common elements. If the unit owner(s) designates a responsible firm or individual to care for his/her unit should a hurricane threaten the unit or should the unit suffer hurricane damage, they must furnish the Association with the name (s) of such firm or individual in writing. Such firm or individual shall be subject to the approval of the Association. During the period of June 1st - November 30th unit owners are required to remove all items from the balcony or patio if unit will be unoccupied longer than 1 day and there is a named storm threatening. Year round, all items must be removed from the balcony or patio if the unit will be unoccupied for 14 days or more. If Management or the Board of Administrators is compelled to remove items from a unit balcony or patio because of a storm threat, a fee of \$200.00 will be imposed upon the unit owner and will be billed with the next assessment.

X. Vehicle Management

1. No repair of vehicles shall be made or allowed on the condominium property, except in a case of emergency. Washing is permitted only in the designated "car wash" location.
2. The Limited Common element parking area of each building is intended solely for access to and from the units in the building served by the parking area.
3. No car or other obstruction may be placed in any parking area or other area which inhibits access to units.
4. Owners, guests, and renters may park only passenger automobiles, vans, sport utility vehicles, pick-ups, motorcycles and passenger station wagons in designated parking spaces. The SC III Board has granted, in writing, standing permission for the gate guards to allow trailers, RVs, etc, of OWNERS and VALID RENTERS/GUESTS, to enter the property for the purpose of loading/unloading only. Subject equipment may not remain overnight without specific approval, in advance, by Management. Subject approval will be granted only to accommodate loading/unloading that could not be completed on the entry date, and not for parking/storage. At the time of entry of any restricted vehicle, the guards will record a contact phone number. Equipment left overnight without permission will be subject to towing at the owner's expense.
5. No commercial vehicle shall be parked overnight unless authorized by Management.
6. All vehicles must display either a parking permit permanently affixed to the front windshield on the driver's side, or a temporary vehicle pass prominently displayed on dashboard.
7. Vehicles parked in violation of the rules are subject to removal from the premises at the expense of the owner of the vehicle (s).
8. Vehicles left in storage or parked during owners' absence for more than 5 days should be parked in the garage against the outer (east or west) walls, and not in spaces near the elevators.
9. Motorized carts or other vehicles required for medical reasons must display a permit or handicapped sticker.

XI. Bikes & Kayaks

1. Bicycles must be registered in the Management Office and stored in the designated bicycle racks in the garage. Bikes not properly stored or without a registration sticker may be removed and sold or scrapped.
2. Canoes and kayaks must be stored in designated racks in the garage, which may be purchased through the management office. Storage racks are also available at the Boat Club, and may be purchased through the Master Association Management Office.

XII. General Storage

1. No structure or equipment of a temporary character, nor trailer, tent, mobile home, boat, jet skis, rafts or recreational vehicles shall be stored on the common area property at any time, nor used as a residence either temporarily or permanently.

XIII. Use of Amenities

1. The multi-purpose meeting room and the exercise room are for the use of Surf Club III owners, guests, and renters. Owners are responsible for the adherence to posted rules by their guests and renters.
2. During any period when a condominium unit owner has leased his condominium unit or otherwise permitted the condominium to be occupied by other than the unit owner, such condominium unit owner's right to use any of the recreational facilities otherwise available to condominium unit owners shall be suspended.
3. The multi-purpose meeting room may be reserved through the Management Office for meetings, parties, etc. All trash must be removed and the room returned to its original condition at the completion of any reserved event.
4. Surf Club III Owners have the use of the Pool & Spa facility. Safety Rules, which are posted, must be adhered to by all persons using the facilities.
5. Matanzas Shore Owners Association (MOSA) amenities (Pools, Recreation Center, Beach House, tennis and pickleball courts, shuffleboard, bocce ball, horseshoes, volleyball, basketball, bike paths, walking trails, Boat Club and boat dock facility on the Intracoastal) are available for all Owners. The MSOA Office in the Beach House has information and Rules for all facilities.
6. The lake in front of Surf Club II is a part of the water control of the property, and may be used for fishing, but not for other water sports or activities. Fishing is allowed on a "catch and release" basis only.

XIV. Maintenance of Units

1. All units in the condominium must be maintained in a safe, healthy, functioning condition so that they do not impair the safety and functioning of neighboring units or of the building. If a unit owner does not maintain a unit, the Association has the mandate to do so at the owner's expense.
2. The garbage disposal unit, the toilets and the sink, shower and tub drains in respective units are not to be used for the disposal of corrosive chemicals nor greases, fats, dirt, etc. that may cause clogging.
3. Unit owners, who need to dispose of large items, including appliances or furniture, are responsible for having items picked up, hauled, and disposed of in a legal and responsible manner. No construction debris may be placed in dumpsters, nor left in any common area.
4. Unit owners are responsible for replacement of batteries in all alarm systems requiring battery backup. If an alarm sounds as a result of a dead battery or

defective smoke alarm, Management will make one attempt to notify the Owner before replacing the batteries. The Owner will be charged \$20 for this service.

5. Unit Owners are responsible for the air conditioner units located on the roof. Owners are required to have the unit serviced to prevent damage to the roof. Failure of an a/c unit which damages the roof is the responsibility of the Owner.
6. Unit Owners should be sensitive to potential water damage to their unit and adjacent units. It is recommended that the main water supply be turned off in the air handling room any time the unit will be unoccupied for over one week. The Unit Owner is responsible for water damage to the Unit, or other Units, as a result of not turning off the water. The condition of washer hoses should be monitored, and aged hoses replaced with stainless wrapped hoses with a life-time warranty.

XV. Special Rules for Nature Preserve

1. Surf Club III condominium is located within a protected wildlife and nature preserve. All owners must comply with the laws of the State Department of Environmental Protection and the Florida Fish and Wildlife Commission regarding marine and other wildlife and plants. No person may disturb or in any way endanger any protected species, either animal or plant.
2. No unit owner, guest or tenant who is not an authorized agent of the US Fish & Wildlife Commission is permitted to enter the preservation natural area under any circumstances.
3. State Law requires that the beach be accessed by using the wooden walkway over the scrub and dunes to protect these parts of the natural preservation area.
4. The entire coastline of Flagler County, including the beach and dunes areas, is protected. Specifically of concern are the endangered marine turtles, which nest on the beach and gopher tortoises in the dune areas, neither of which should be touched or disturbed.
5. No lighting of any kind (including flashlights) is allowed on the beach between sunset and sunrise.

XVI. Lease of Units

1. **No condominium unit owner may lease a condominium unit for a term of less than one (1) month. No condominium unit owner may advertise a unit for lease for a term of less than the one (1) month leasing requirement. Unit owner's who advertise for lease must include the phrase "a minimum of one month lease is required."**
2. Each time a condominium unit owner leases his/her unit, he/she shall give written notice of such lease, **along with a copy of the lease agreement itself**, to the Association and such other information as the Association may reasonably require on forms that are supplied by the Association. No

condominium unit owner may lease his condominium unit for a term of less than one (1) month, **and no occupancy of a unit may be for a term of less than one (1) month unless the lease is terminated by reason of default under the lease agreement, or in other such instance as is deemed acceptable to the Board to not be considered a willful violation of this rule.** No condominium unit owner may advertise their unit for lease for a term of less than the one (1) month leasing requirement.

3. When a unit is leased, the unit owner gives to their tenant their rights to use the amenities. The unit owner retains responsibility for their property, financial obligations for their property, voting rights, and the right to attend owners meetings.
4. Leases must comply with maximum occupancy restrictions: six (6) occupants for two-bedroom units and eight (8) occupants for three-bedroom units.
5. No unit may be sub-let or rented in part by a tenant.
6. Owners are required to provide tenants and guests with a copy of the Rules & Regulations which are available on the Surf Club III website or through the management office. Owners are responsible for the conduct of their renters and guests.

XVII. Pets

1. A condominium unit owner or renter shall be permitted to keep or harbor in his/her condominium unit no more than two (2) dogs or cats.
2. Dogs and cats shall not be permitted outside of their owner's unit unless on a leash.
3. Pets shall not be left unattended on a patio or balcony.
4. Owners will abide by the "Pooper Scooper" policy, i.e. pick up all pet waste for proper disposal. Bags and disposal stations are provided in the front and back of the building.
5. No pets are permitted on or about any recreational facility on the condominium property.
6. Short term guests or visiting family members may bring a dog or cat ONLY if the unit owner is present. Unit owners are responsible for ensuring that guests abide by the condominium rules regarding pets, including picking up waste.
7. The foregoing restrictions shall not apply to Seeing Eye dogs or Primate (cebus) guides to the extent required by Florida law.
8. Fish or caged domestic (household-type) birds may also be kept in the units.
9. Violation of any rules regarding pets is not only subject to fines and other remedies provided for in these Rules and Regulations, but also may result in the termination of the unit owner's right to keep a pet.

XVIII. Vendors

1. Vendors must be licensed and insured
2. Vendors are to be scheduled between 8:00 am and 6:00 pm. Owner must call gate to authorize Vendor entry. Vendors may not conduct non-emergency repairs after hours without prior approval from Management. Owners and Residents must provide a timeline to the Management Office if repairs or renovations will take more than one day to complete.
3. In the event the owner will not be present for vendor work in their unit, owner must send completed, signed and dated Vendor authorization form to Management for release of Association key to vendor, a minimum of 48 hours in advance of scheduled work. (Association key sign out is not available on weekends)
4. All keys must be picked up at, and returned to, Surf Club Management Office during regular office hours. Vendors may not keep Association keys overnight.
5. Vendor may not use Surf Club carts or equipment to transport supplies or equipment.
6. Vendor must dispose of construction waste off of Surf Club property. No waste or debris may be placed in Surf Club dumpsters or garbage chutes.
7. Delivery or removal of furniture and appliances must be coordinated with the management Office 48 hours in advance so that pads may be placed in the elevator.
8. Vendor may not prop open elevator doors at any time. Movers may request Management provide a key to lock open the Elevator door for use and return the key no later than 3:00 pm.
9. Delivery or removal of furniture and appliances on weekends must be coordinated with the Management Office by 2:00 pm Friday so that the elevator pads may be placed in the elevators by Staff before they leave for the weekend.
10. Only repairs that are necessary to control or contain an emergency may be done before 8:00 am and after 5:00 pm. After hours, the owner or owner's representative must be present for emergency repairs.
11. A list of Vendor rules, above and below, are available in the Management Office and on the Surf Club III website, must be provided to the Vendor by the owner or their agent, prior to the beginning of their work.
12. Owners, or their agent, are responsible to oversee the work being done in their units, take measures to prevent damage to the Association property. The Board will invoice owners for any damages and clean up costs deemed to be caused by their vendor.

To assist owners and vendors with these issues, The Board has made the north and south trash rooms in the garage available for vendors who need to use a saw or a wet saw. There is power and water available in those rooms and a drain for easy clean up.

No trailers, equipment or work trucks may be parked overnight without pre-approval from the Management office.

In addition to the rules, vendors should:

- Not use garbage chute trash rooms on floors 1-8 to as a work area or to dispose of debris
- Not use the hallways or balconies as a work area.
- Not block the hallways with materials or equipment, or leave it in the hallways overnight.
- Not dump or create dirty water, or debris, in the hallway or sweep it through the drain holes meant to disperse rain water.

Vendor Passes: Issued on a daily basis for the hours of 8 AM – 6 PM only, with isolated exceptions for emergency situations, i.e. AC/Frig/water leak, etc. Non emergency vendors attempting to enter the property earlier than 8 AM will be delayed at the gate.