

RULES AND REGULATIONS (Revision 08/02/19)

SURF CLUB II CONDOMINIUM ASSOCIATION, INC

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08/02/19

I. General Rules

Surf Club II

1. Every owner and occupant shall comply with these Rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Condominium Declaration, By-Laws and Articles of Incorporation of the Association, as amended. Florida Statue 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 of an owner or occupant to so 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, in 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, lessees or employees, 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. Nor can such amendment be 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.
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 uses.
6. There will be no soliciting of any kind within the building or on the premises, Including, electronic and telephone solicitation.
7. Any violation of the Rules and Regulations may result in a fine up to \$100 per day to a maximum of fine of \$1000.

II. The Association & Management

1. Surf Club employees work under direction of the Management Office and may not perform work of a personal nature for individual 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, the complaint can be mailed to the President of the Board of Directors. Forms for this purpose are available in the outer management office. Complaints will be acknowledged within 3 business days.
6. Any Unit Owner who wishes to donate a specific item to the Association must submit a request in writing for review by the Board. While generosity is appreciated, consideration must be given to consider ongoing costs, including the maintenance and repair of the donated item.
- 7 **The Management office is not a concierge service for renters or 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 to 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 his/her 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 without the approval of the Board of Administrators.
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. Management has a Procedure for securing keys, including a check-out procedure and auditing of the secured Key Cabinets.
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, 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 objects be stored 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. Other than loose storage unit shelves, items may not be stored on top of storage lockers in the garage.
3. No garbage cans, supplies, storage units or other 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.
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 door decorations may be displayed, which are appropriate for the Season. Small stickers in windows that apply to either safety, security or health are also acceptable. 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.
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 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 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, adjacent to the mail boxes or other designated bulletin board locations.
13. Owners must notify the Management Office when planning to use the elevators for moving. Elevator pads must be used, and are arranged through the Management Office. The repair of any damages that occur during a move will become the financial responsibility of the owner. No elevator may be propped open during deliveries. Management can provide a key for holding the elevator, if required.
14. No items including, by way of illustration and not limitation, bicycles, golf carts, toys, lawn furniture, children's pools, electric barbeque grills, trash containers, may be stored or left overnight in the parking area.
15. Unit Owners may place plants, pots, doormats and other decorative items in the entryway to their Unit, if the items do not obstruct free passage on the corridor. No items are allowed in the corridor in front of the Unit, except for the center Units on all floors (x12 and x13) as long as they allow for free passage.
16. Unit Owners accept responsibility for any item accidentally damaged or broken by the maintenance staff in the normal process of cleaning the corridors and doorways.
17. Any item placed outside a Unit's entry must be maintained in good, clean condition, including any plants

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.
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 shall cook or barbecue on any patio or balcony (the only exception being electric grills). A gas grill is available in the Pool & Spa area. Open fires or flames are not permitted on any unit balcony or patio area, including chimeras, fire pots, outdoor fireplaces, 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 elements.
4. Lighting on outside patios/balconies must utilize 50 watt (or less), yellow bulbs in order to comply with Florida Sea Turtle Lighting Ordinance.

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 including the exercise room. 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 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 which will interfere with the rights, comforts or conveniences of other unit owners or occupants. 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 play or permit to be operated, vocal or instrumental instruction at any time that disturbs other residents. Residents should recognize the proximity of adjacent Units and that sound travels in all directions and walls are not sound barriers.
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 7 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 \$100.00 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 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 and their guests may park only passenger automobiles, van, sport utility vehicles, pick-ups, motorcycles and passenger station wagons in designated parking spaces. The SC II 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 more than three (3) vehicles may be parked on property for any extended period of time (15 or more consecutive days) by combination of owner and/or renter. An owner may request that the Board waive this regulation for a set period of time through the Surf Club II office. Any such request must contain specific details including the number of vehicles, the make, model, color, and license plate, as well as a reason for the necessity of the request. The President or the Board Member responsible for enforcement may grant such a request.
6. No trailers or oversized vehicles may be parked or left within the parking garage, nor overnight in the outdoor Surf Club II parking area. No commercial vehicle shall be parked overnight unless authorized by Management.
7. Recreation vehicles (RVs) are not allowed to be parked on Surf Club II property. An RV is defined as any vehicle shown to facilitate camping, sleeping, or occupancy by itself or by installed accessory. No water, waste water, sewer and/or electrical lines may be connected to any such vehicle, nor shall any such vehicle be inhabited at any time.
8. 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.
9. Vehicles parked in violation of the rules are subject to removal from the premises at the expense of the owner of the vehicle (s).
10. Vehicles left in storage more than 5 days are to be parked in the garage adjacent to the outer walls (east and west) and in consideration of others, not in the spaces near the elevators.
11. Motorized carts or other vehicles required for medical reasons must display a permit or Handicapped sticker and may be used to access any areas of the condominium property.

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 will be removed and either 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. Storage lockers for designated areas may be purchased through the Management Office.

XIII. Using the Amenities

1. The multi-purpose meeting room (MPR) and the exercise room are for the use of Surf Club II owners, guests, and renters. Owners are responsible for the adherence to posted rules by their guests and renters. Surf Club II provides WiFi access in the MPR
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 II 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 courts, shuffle board, horse shoes, volley ball, basketball, bike paths, walking trails, and 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 on all facilities.
6. The lake in front of Surf Club II is a part of the water control of the property. The scenic lake 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 a minimum of \$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 need to be sensitive to potential water damage to their unit and adjacent units. It is recommended 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 II 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. (Reference www.floridaconservation.org for more information.)
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. As stated previously, a light on a patio/balcony must be a 50 watts or less, yellow bulb and must be shielded from 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 in advance of such lease to the Association, at least 7 days in advance, together with the name and address of the lessee, and such other information as the Association may reasonably require on forms that are

supplied by the Association. Owners are to obtain parking permits from MSOA in advance of the rental.

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 renters with a copy of these Rules & Regulations, or the condensed version for renters and guests. (Available at the Management Office)
7. An owner who extends a lease must notify the Management Office and the Gate House to obtain a new parking permit for the extended time period.

XVII. Pets

1. A condominium unit owner shall be permitted to keep or harbor in his/her condominium unit no more than two (2) dogs or cats. Renters are not allowed to have pets. Guests can bring pets if the owner is present and if all other pet rules are adhered to. The total number of pets (owner and guests combined) cannot exceed two.
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
5. No pets are permitted on or about any recreational facility on the condominium property.
6. The foregoing restrictions shall not apply to Seeing Eye dogs or Primate (cebus) guides to the extent required by Florida law.
7. Fish or caged domestic (household-type) birds may also be kept in the units.
8. 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.
9. Unit Owners are required to register all animals with the Management Office within 3 days of occupancy. Pets not registered after 3 days will subject the Unit Owner to fines or other penalties. Management will keep a list of all registered pets, which will be available to any Owner.
10. The three Designated Walking Areas are:
 - 1) The sidewalk adjacent to the lake west of the building
 - 2) The grassy area on the northwest end of the building from the garage entrance up to the northern most building entrance.
 - 3) The grassy area on the southwest end of the building from the garage entrance up to the southernmost building entrance.All pets are to be taken to the designated areas for elimination. All waste must be picked up. Failure to do so will result in a fine of \$25. Second

offense will result in a \$50 fine. On the 3rd such infraction, Owners rights to have a pet(s), may be revoked.

11. Pets are not allowed on the grass east of the Surf Club building, between the building and the dune scrub area. This pet-free zone includes the grass between the Surf Club II and III Pool & Spa area and the north end of the Surf Club II building. (This property is part of MSOA Common Elements)

➤ See dog walk areas map page 14.

12. When taking a pet to the beach, Owners and their pets are to use the west-side hallways, parking deck, or garage to access the center lobby and entry to the dune walkover. Pets are not allowed on the walkway on the east side of the building.
13. A Reminder: Florida beaches are protected property, all pets and their Owners must follow restrictions regarding protection of the dunes, and the endangered animals and plants within the dunes.
14. No dog whose barking can be heard on a frequent or continuous basis can be kept in a Unit on the condominium property. Unit owners are responsible for keeping/maintaining quiet pets, or removing them from the property.

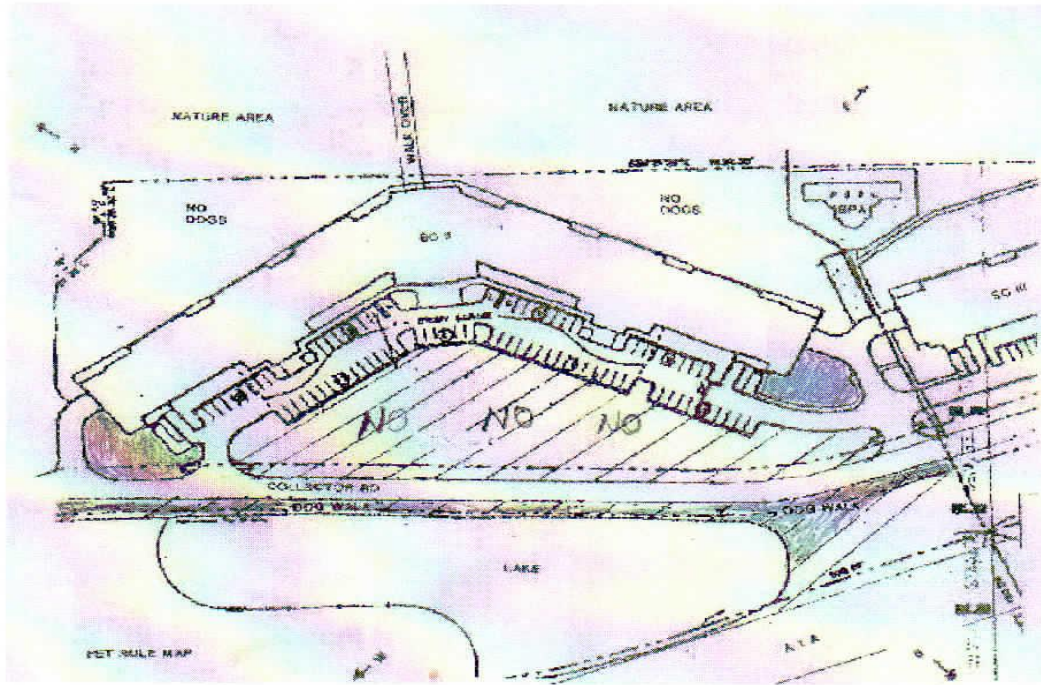
XVIII. VENDORS

1. Vendors must be licensed and insured
2. Vendors are to be scheduled between 8:00 am and 5:00 pm. Owner must call gate to authorize Vendor entry. Vendors may not conduct non-emergency repairs after hours without prior approval from Management
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, available in the Management Office, must be provided to the Vendor by the owner prior to the beginning of their work.

08/02/19

Thursday, June 10, 2010 AOL: SURFCLUBII



08/02/19