

**Updated Schedule "A"**  
**To**  
**By-Laws**  
**Rules and Regulations**  
**For**  
**Florida Club Condominium Association, Inc.**  
**Updated on February 27, 2007**

1. The sidewalks, entrances, passages, lobbies and hallways 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, except in areas (if any) designated for such purposes.
  - (a) Only Bicycles may be stored and chained/locked behind the gated area on the first floor breezeways. All other personal property stored behind the gated area or left in the breezeways or Common Elements will be removed at the owner's expense.
  - (b) Skates, skateboards, scooters and roller blades are strictly prohibited from use anywhere on condominium property.
2. The personal property of Unit Owners and occupants must be stored in their respective units.
3. **Effective: April 27, 2007:** No articles other than patio-type furniture or outdoor plants shall be placed on the balconies or patios.

**Restriction of Grills** -No charcoal, propane or electric grills, smokers, crock-pots or cooking devices of any sort shall be placed and/or used on the balconies, patios, or other Common Elements or Limited Common Elements.

4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies, patios, or elsewhere in the building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association, nor shall it be stored for any length of time in the breezeways, balconies, porches or any Common Element or Limited Common Element. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

**Depositing trash at compactor:** All garbage, refuse, trash or rubbish must be deposited INTO the compactor. Garbage, refuse, trash or rubbish must not be thrown on top of the compactor, left in front, side or any other area. The compactor door must be opened with garbage, refuse, or rubbish deposited fully into the compactor. The compactor door then must be completely closed so the compactor can begin the compacting cycle. ALL LARGE BOXES over 2' X 2' must be broken down into small pieces before being deposited into compactor.

6. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that 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 Unit, OR anywhere in the Limited Common Elements, or Common Elements, including radio or sound amplifiers from vehicles, 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, which disturbs other residents.

**The Florida Club will strictly enforce the rules regarding noise from 10:00 p.m. to 6:00 a.m.**

7. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed, on or upon any part of the Condominium or Association Property, except signs used by the Association, for any/all Association business.
  - (a) **Vehicles may not display signs or advertisements of any sort.**
8. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, garage, patios, balcony, breezeway, or on the Common Elements.

## 9. Emergency Preparedness – Tropical Storm/Hurricane -

Tropical Storm or Hurricane Watch – If time permits, management will circulate a letter to the resident’s regarding the Tropical Storm or Hurricane Watch issued, and include a list of management emergency numbers, emergency utility numbers and a list of the local shelters with addresses and phone numbers. In addition, this list will include information regarding removing personal property from patios and balconies.

Units with personal property left remaining on the patios or balconies, after notice has been given for the removal of personal property, are subject to fining and reimbursement to the Association for any expense incurred by the Association in removing the personal property.

Tropical Storm or Hurricane Warning- In all cases, even without notice from management, all residents will be required to move all personal property from their patios and balconies, inside their unit, including their entrance door mats and also bicycles stored in the gated areas, if this area should be issued a Tropical Storm or Hurricane Warning.

A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

### **Resolution for Hurricane Shutters**

#### A RESOLUTION BY THE BOARD OF DIRECTORS OF FLORIDA CLUB CONDOMINIUM ASSOCIATION, INC., ESTABLISHING RULES FOR THE INSTALLATION OF HURRICANE SHUTTERS

- (a) Hurricane Shutter Requirements: Section 718.113(5) Florida Statutes, authorizes any unit owner to install hurricane shutters in accordance with the specification approved by the Board of Directors, and whereas, the Condominium Act allows for such specifications to be adopted by the Board concerning the color, style and other relevant factors of such installations.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Florida Club Condominium Association, Inc., that the specifications governing the right of unit owners to install hurricane shutters shall be as follows:

1. Any installation of hurricane shutters by a unit owner shall comply with the building code of St. Augustine, FL, St. Johns County. Any contract for such installation shall be in writing and shall be with a properly licensed contractor.
2. An owner installing hurricane shutters shall be responsible for any damage to the common elements or another unit as a result of such installation.
3. No Hurricane Shutter, nor any attachment method used, shall be installed that is not *entirely* removable after use, and able to be stored in the Unit Owners unit, garage or other storage facility.
4. Prior to commencement of installation of any hurricane shutter(s), the unit owner shall give written notice to the board of administration of the owner’s intention to make such installation. The owner shall additionally provide the Board with a copy of the agreement for the installation, the color and specifications of the shutter(s), and an estimated work schedule for the installation.
5. Hurricane Shutters must not be attached nor closed unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster.

The Board of Directors on the 27, of February 2007, adopted this resolution.

**\*The Florida Club Management office has hurricane shutter and other protective covering information available for Unit Owners who are interested.**

10. 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 or window of the Building. Notwithstanding the foregoing any Unit Owner may display one portable, removable United States flag in a respectable way, and, on Armed Forces Day, memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Curtains and Drapes which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

(a) Blinds must remain consistent and uniform with the original blinds that came with the unit and with the other units in the condominium. Blinds of a different color are also not acceptable.

11. Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following: installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements, the dish may be no greater than one meter in diameter, and to the extent that same may be accomplished without impairing reception of an acceptable quality signal, unreasonable preventing or delaying installation, maintenance or use of an antenna, or unreasonable increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements.
12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property. No derrick or other structure designed for use in boring for oil, natural gas, or minerals shall be erected, maintained or permitted upon any portion of the Condominium or Association Property.
13. No window air-conditioning units may be installed by Unit Owners or occupants. No unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
14. 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.
15. **Pet Requirements.** Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following. In addition to the applicable terms of the Declaration:
  - (a) Dogs or cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities (amenities) contained within the Condominium.
  - (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
  - (c) Unit owners shall pick up all solid wastes from their pets and dispose of same appropriately.
16. **Additional Pet Requirements.** Pets may be no more than 60 pounds, with a maximum of 2 (two), with a combined weight of 65 pounds. Pets must also be of a non-aggressive breed, and/or known in the community at all times as non-aggressive. Pets must be kept on a leash and remain with owner at all times. Pets may not be tied in any way to the Limited Common, or Common Elements. Pets cannot be left alone on the porch/balcony at any time. No exotic pets of any type are permitted. All dogs must be registered at the management office. A recent letter from a veterinarian stating the breed, weight and current shots is required prior to move in. All dogs must display a Florida Club approved tag, which can be worn on the dog's collar. Pets must not make disturbing noises or conduct that would interfere with the rights, comforts or conveniences of other Unit Owners or occupants.
17. **Leased or non-owner occupied units:** Unit Owners must provide the Association with the following for each unit being leased, and with all new leases.
  - (a) Statement of clear criminal background from Unit Owner or Unit's Owners Property Manager for each person on the lease 18 years of age or older.
  - (b) All leases must be a minimum of 6 months and 1 day.
  - (c) A deposit of \$250, made payable to the Association, in the event that damages to the Limited Common or Common Elements should occur.
  - (d) Pets must be approved on the lease; pets must be registered with the Association.
  - (e) The Association must approve all leases and lessees.
18. **Restriction of Vehicles, Type and Number Of, and Registration of Vehicles.** Any vehicle parked on Condominium Property must be registered at the Florida Club Management office and properly display an owner, renter (permanent) or guests (temporary) parking permit. Each Unit Owner or their Unit's occupant (renter) may register up to 2 (two) vehicles per unit. Any additional vehicles must be approved through Association management.

**Vehicle Registration Requirements.**

Permanent Permits: Owners/Renters. Owners Permits do not have an expiration date. Renters will be required to renew their permit annually. The Renters Permit will expire on the date their lease expires.

Temporary Permits: are valid up to one (1) week only (non-renewable). Management may extend the expiration date of temporary permits with good cause on a case-by-case basis only.

The following items will be required when registering a vehicle.

- 1) Drivers License
- 2) Proof of Insurance
- 3) Vehicle Registration
- 4) Proof of Lease or Unit Ownership

**Restriction of Commercial Vehicles.** Commercial Vehicles of any type are only permitted to park on the Condominium Property to conduct business, during regular business hours, unless an emergency should arise. Commercial Vehicles cannot be registered for a permanent or temporary parking permit.

**Restriction of Trucks.** Dual axles or semi-trucks, oversized vehicles that would take more than one space or extend the parking space, trucks with oversized wheels, trailers, or RVs will not be allowed to park on condominium property.

**Effective April 27, 2007:**

A Registered Vehicle Owner will be given one week to repair/replace flat or spare tires with a tire resembling the other tires on the vehicle, including the hubcaps. A Registered Vehicle Owner will have two weeks to remove or have their vehicle repaired (to acceptable condition) for extensive body damage, missing body parts, broken/cracked windows, extensive rust damage, or any vehicle that is deemed to be an eyesore.

An Unregistered Vehicle Owner (including guests and incoming residents) with flat/spare tires, extensive body damage, missing body parts, broken/cracked windows, extensive rust damage, or any vehicle that is deemed to be an eyesore will not be issued a permanent or temporary parking permit until the necessary repairs are performed and the vehicle is in acceptable condition.

**Permits are not transferable.** Residents may not transfer a permit to another vehicle. If a new vehicle is acquired a new permit will need to be issued. (The old permit must be given back to the Association, prior to a new permit being issued.)

**Visitor Parking Hours:** Visitors/Guests may park without a permit from 5 pm on Friday through Sunday and 9am to 5pm Monday- Friday. Vehicles coming into the property to park, after management hours, and unable to register for a permanent or temporary permit must display in the dashboard of the vehicle the following information:

**Date/Dates Visiting**

**Name**

**Building/Unit #**

**Phone number**

The license number will be recorded during an inspection and a violation notice will still be given to inform the owner that all vehicles must be registered with the Florida Club Association Management office. Management will make an attempt to contact the vehicle owner to inform them of the rules regarding the registration and permitting of vehicles and parking on condominium property.

19.

**Florida Club Amenities: (Pool, Spa, Fitness Center, Billiards Room, and Picnic/Grill Area.)**

(a) The amenities will be open from 8 am – 9 pm Standard Time and 8 am to 10 pm during Daylight Savings Time, Monday - Sunday. The management office will be open from 9 am to 5 pm, Monday – Friday except for the following holidays (unless sickness or an emergency should occur):

**Florida Club Management Office Holidays**

January 1, 2007	(New Years)	Closed
February 19, 2007	(President's Day)	Closed
April 3, 2007	(Management Training/Daytona)	Closed
May 28, 2007	(Memorial Day)	Closed
July 4, 2007	(Independence Day)	Closed
September 3, 2007	(Labor Day)	Closed
October 8, 2007	(Columbus Day)	Closed

November 22, 2007	(Thanksgiving Holiday)	Closed
November 23, 2007	(Holiday)	Closed
December 24, 2007	(Christmas Eve)	Closed
December 25, 2007	(Christmas Holiday)	Closed
December 26, 2007	(Christmas Holiday)	Closed
December 31, 2007	(New Years Eve)	Closed
January 1, 2008	(New Years Day Holiday)	Closed

**The after-hours emergency number is (904) 315-9206**

**Amenities Access Codes:** The code for access to the amenities will change quarterly.  
(January, April, July and October)

**Requirements for Amenities Pass: Owners Pass, Renters Pass, Guest Pass and Children (Kids Pass).**

Unit Owners, renters, children (ages 14-17), and all guests will be required to come to the Association Management office and obtain their own amenities pass, this pass must be on the person when coming to the amenities at all times. Amenity passes cannot be transferred to another individual. Each individual resident will be required to possess his or her own amenity pass (excluding children under the age of fourteen (14)).

**Owners Pass:** Proof of Ownership is required. Each owner and every occupant 14(fourteen) years of age or older will be given an amenities pass. Owners who rent their unit also transfer their rights to use the amenities.

**Renters Pass:** Proof of Lease is required. Each Renter and every occupant 14(fourteen) years of age or older will be issued an amenities pass. Renters amenities pass will expire on the date of the expiration of the lease.

**Guest Pass:** Owner or Renter will need to accompany their guest to acquire a pass. A guest pass will not be required if you accompany your guest to the amenities. It is strictly in the event you wish for your guest to be able to visit the amenities without you accompanying them. Each Unit is permitted to bring 2 (two) guests to the amenities. Additional guests will need to be approved by management.

**KIDS PASS:** Children 14 to 17 years who have permission from an adult to come to the amenities alone will need to acquire a KIDS PASS, which can be obtained by the parent or guardian on behalf of his/her child(ren) at the Florida Club Management office. (A birth certificate will be required.)

Children with a KIDS PASS may use this pass solely for themselves no guests nor younger children may accompany them.

**Supervision and Safety (Pool Rules and Regulations) Law 64E-9.0008 Environmental Health Law**

1. No food, drink, glass or animals in pool or on pool deck.
2. Bathing Load: Thirty (30) persons.
3. Pool hours: 8 am to 10 pm (Standard) and 8 am to 9 pm (Daylight Savings Time)
4. Shower before entering.
5. No diving.

**Pool Rules-**

Children under the age of fourteen (14) years of age must be accompanied by a responsible adult when entering and/or utilizing the pool. Boogie boards, surfboards and large floats will not be permitted in the pool. Small infant floats, noodles, water wings or other small flotation devices will be allowed. (Limit of two (2) guests.)

**Fitness Center Rules-** Residents/Guests must be 18 years of age to enter the Fitness Center. Smoking and food is not permitted. All drinks must be in a closed container. (Limit of two (2) guests.)

Children under the age of eighteen (18) years of age are not permitted in the fitness center.

**Billiards Room Rules-** Residents/Guests must be a minimum of 18 years of age to enter the Billiards Room, or be accompanied by an adult. Smoking, food and drinks are not permitted. (Limit of two (2) guests.)

Children under the age of eighteen (18) years of age must be accompanied by a responsible adult when entering the Billiards Room, must be (18) years of age to use billiard tables.

**Spa Rules-** Resident/Guests must be a minimum of 18 years of age to use the spa. Food and Drinks are not permitted in or around the spa, or on spa deck. Please see the sign posted at the spa for specific rules governing the spa. (Limit of two (2) guests.)

**Picnic/Grill Area Rules-** Resident/Guests must be a minimum of 18 years of age to use the grills. The grill area should be cleaned after each use. Water should be poured over burning/hot coals. Garbage should be disposed of properly.

**Annual Closing of Spa:**(Unless posted otherwise) the spa will be closed from December 1 – February 28.

20. **Association Expenses.** Any expense incurred by the Association to maintain, repair or replace common property due to the carelessness, neglect, or willful action of a member, his guests, agents, tenants, or

invitees becomes part of the member's annual assessment and is payable and collectable in the same manner.

Any amounts owed by a member as a result of the Association's abating or curing violations or maintaining or repairing his/her unit that are not paid when due shall be added to and become a part of the member's annual assessment and are payable and collectable in the same manner.

(Declaration 7. Maintenance and Repairs.)

**7.1 Units and Limited Common Elements.** All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen including, without limitation, maintenance, repair and replacement of windows, window coverings, interior nonstructural walls, the interior side of any entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surface and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

**7.2 Common Elements and Association Property.** Except to the extent (a) expressly provided to the contrary herein, or (b) proceeds of insurance are made available therefore, all maintenance, repairs and replacements in or to the Common Elements (other than those Limited Common Elements or portions thereof to be maintained by the Unit Owners as provided above) and Association Property shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

**7.3 Specific Unit Owner Responsibility.** The obligation to maintain and repair any air conditioning equipment, plumbing or electrical fixtures, screens (whether on windows or doors), screened enclosures and screen doors serving the Unit, or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units.

## **21. Garages/ Assignment of Right of Use: Garage Assessment (Pending Board Approval)**

Each parking space and/or private parking garage shall be a Limited Common Element only upon it being *assigned as such to a particular Unit* in the manner described herein. Such Assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association. A Unit Owner may assign the Limited Common Element parking space and/or parking garage appurtenant to his or her Unit to another Unit by written instrument delivered to (and to be held by) the Association. Each Unit Owner acknowledges and agrees that certain areas of the parking spaces and/or parking garages may be located below the federal flood plain, and, accordingly, in the event of flooding, any personal property stored therein is susceptible to water damage. By accepting the assignment of a parking space and/or parking garage, each owner, for such owner and the owner's tenants, guests and invitees, hereby expressly assumes any responsibility for loss, damage or liability resulting there from. All Unit Owners who have a Garage Assignment of Right of Use will be assessed for the expense of insurance and any other expense found necessary by the Board to maintain the Garages or Garage Space. This Assessment will be divided by the number of garages (sixty), and then assessed to each unit owner with the Right of Use of Garage Space. This assessment will be added to his/her percentage of common expenses, or, monthly assessments.

## **22. Water Usage- Unit Owners Responsibility**

Each Unit Owner, whether he occupies his/her unit, or leases his/her unit, is responsible in keeping his account current with Alliance Data/CBSI or any other water billing company that the Association hires to collect for water/sewer usage. All accounts over sixty days will be turned over to the Association Attorney for collection. The Association may collect for water reimbursement in the same method as assessments. Any legal fees, including attorneys' fees, court costs, etc., will become the Unit Owners full responsibility.

## **22. Notice of Annual Termite Inspection –**

For the Condominiums protection against termites an Annual Termite Inspection will be performed. And, in order to facilitate access to Units by the Association it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units to the Association.

These rules and regulations shall be cumulative with covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.

**All of these rules and regulations shall apply to all Unit Owners and their occupants, and all Florida Club Resident's and their occupants. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations, upon written request, causing an undo hardship that has been investigated by the manager and recommended to the board.**