

**RULES AND REGULATIONS
OF
ANASTASIA BY THE SEA
OWNERS ASSOCIATION, INC.
(Revised April, 2011)**

Pursuant to the authority vested in the Board of Directors of Anastasia By The Sea Owners Association, Inc., the following rules and regulations of Anastasia By The Sea Owners Association, Inc. have been adopted at the first meeting of the Board of Directors and revised at the April 21, 2011 meeting of the Board of Directors. The defined terms used herein shall have the same meaning as ascribed to them in the Declaration of Condominium of Anastasia By The Sea, a Condominium.

Section 1. Enforcement. Every Owner and Occupant, including family members, guests, and employees, shall comply with the rules and regulations set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws, and Articles of Incorporation of the Association, as amended from time to time. All violations of these rules and regulations shall be reported immediately to a member of the Board of Directors, an Association officer, and/or the management agent. Disagreements concerning violations, including without limitation, disagreements regarding the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of these rules and regulations an/or whose remedial action shall be dispositive. In the event that any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. The Association shall give notice to each such person, firm or entity of the alleged violation and shall afford the party an opportunity for hearing before the Board of Directors of the Association. Such notice shall contain: (a) a statement of the date, time and place of the hearing, which date shall be at least fourteen (14) days after delivery of the notice; (b) a statement of the provisions of the Declaration, Articles, Bylaws or these rules and regulations which have allegedly been violated; and (c) a statement of the matters asserted by the Association. If the Board of Directors of the Association deems it necessary, it may bring an action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. The Association shall in addition be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations.

Section 2. Use of the Common Elements.

- (a) The Common Elements of the Condominium are for the exclusive use of Association members and their immediate families, lessees, and guests accompanied by a member, and no other person shall be permitted to use the Common Elements of the Condominium unless accompanied by an Association member or a member of his/her immediate family, without the prior written consent or the authorization of the Association, subject to any easement or other rights therein or thereto which have been reserved by Developer.
- (b) Owners shall notify the manager and/or security personnel, by written notice in advance, of the arrival and departure of guests or family members who have permission to use a Unit in the Owner's absence.

Section 3. Rules regarding leasing or renting of individual units:

- (a) No lease shall be for a term of less than one (1) month.
- (b) Entire unit must be leased, and lease shall not be for any portion of that unit. No tenant shall rent or lease any part of the unit to any person not named in lease or rental agreement. Failure to abide by this rule is reason for immediate eviction.
- (c) No lease shall permit occupancy for any unit by more than four (4) persons in a two (2) bedroom unit; six (6) persons in a three (3) bedroom unit.
- (d) Association may require the unit owner to terminate any lease upon reasonable cause, and all leases shall so provide.
- (e) All leases shall obligate the Tenant to abide by the condominium documents and these rules and regulations. Copy of Rules and Regulations must be included in all tenant leases.
- (f) Owners opting to lease their units should be familiar with the laws of the State of Florida regarding Landlord's obligations, including procuring of proper license, collection of sales tax, safety equipment for unit leased, etc., and are solely responsible for compliance with said laws.
- (g) Copy of Lease must be filed with current management company.

Rules Violation: After three (3) warnings have been given to renter for the same violation, if the situation persists, notification will be sent to owner and rental agent of the unit and eviction proceedings will begin.

Section 4. Noise. No Unit Owner shall make or permit any disturbing noises on the Condominium Property to be made by itself or their family, servants, employees, agents, visitors, and licensees, or permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any

musical instrument, or operate or permit to be operated a phonograph, television, radio or sound amplifier in their unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.

Section 5. Pets. Permission to maintain one domesticated pet is granted to each owner subject to the following conditions and reservations:

- (a) No animals of any kind shall be kept in a Unit or allowed upon the Condominium Property except by prior written consent of the Board of Directors of the Association. Consent is obtained by completing and returning a Pet Registration Form (attached). Pets shall be leashed, restrained and in the company of a person who is willing and able to fully control the pet at all times when on or about the Condominium Property. No guest, lessee, or invitee shall bring any animal upon the Condominium Property.
- (b) Generally the Board of Directors will allow the Owner (regardless of the number of joint owners) of each Unit to maintain one (1) household pet in their Unit, limited to dogs, cats or other small household pets of a fully domesticated and tame species, (exotic animals that may be dangerous or harmful to persons are not considered household pets), provided the pet is not kept, bred or maintained for commercial purpose and does not become a nuisance or annoyance.
- (c) Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately.
- (d) All pets (including cats) must be leashed at all times when outside a Unit.
- (e) Pets may not be kept in any patio or balcony areas when the Owner is not in the Unit.
- (f) Pets may be walked only in assigned areas of the Condominium Property. No pets are allowed at the pool area or clubhouse.
- (g) Owner assumes full responsibility for any damage to persons or property caused by his or her pet.
- (h) Violations of the provisions of this paragraph, or a determination, in the sole discretion of the Association, that a pet is vicious or a nuisance, shall entitle the Association to all of its rights and remedies provided herein, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be immediately and permanently removed from the Condominium Property.

Section 6. Obstructions.

- (a) The sidewalks, driveways, parking spaces, lawns, entrances, passages, vestibules, and like portions of the Common Elements shall not be obstructed

or used for any purpose other than for ingress and egress to and from Condominium Property; nor shall any carts, carriages, chairs, tables, or any other objects be stored therein or thereon.

- (b) The personal property of Unit Owners must be stored in their respective Unit or designated storage lockers or areas.
- (c) No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle shall be permitted on Condominium Property at any time or used on Condominium Property at any time as a residence either temporarily or permanently.

Section 7. Destruction of Property. There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Unit Owners shall be held responsible for, and shall bear any expense of, such damage caused by said Unit Owner, their family, guests, lessees and/or invitees.

Section 8. Hurricane Precautions.

- (a) A Unit Owner who plans to be absent during the hurricane season must prepare their Unit for such season prior to departure, designate a responsible firm or individual to care for the Unit should the Unit suffer hurricane damage, and furnish the Association with the name(s) of such firm or individual.
- (b) Upon issuance of hurricane warnings, hurricane shutters or panels, in accordance with the hurricane shutter specifications adopted by the Board of Directors, may be used; provided, that such shutters shall be removed forthwith when hurricane conditions have abated.
- (c) All loose or movable objects shall be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather condition characterized by high winds.
- (d) The Board may, in accordance with Chapter 718, adopt additional rules and regulation regarding hurricane shutters.

Section 9. Balconies, Windows, Terraces and Doors.

- (a) No garbage cans, supplies, milk bottles or other similar articles shall be placed on the balconies, landings or other Common Elements, but must be stored in areas designated by the Board of Directors.
- (b) No linen, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies or patios. No Unit Owner shall permit anything to fall from a window or door of their Unit, or sweep or throw from their Unit any dirt or

other substance into any of the balconies or elsewhere in the Building or upon the Common Elements.

- (c) No cooking, including barbecuing, shall be permitted on any ledge, terrace, balcony or other area.
- (d) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of any portion of the Condominium Property, other than those items designated by Developer or the Board of Directors. No modifications, construction of enclosures shall be permitted on any balcony or terrace without the express written consent of the Association. The color, type and texture of curtains and drapes (or linings thereof) which face exterior windows or glass doors of Units shall be subject to the approval by the Board.
- (e) No exterior lighting on any balcony or terrace shall violate any rule, regulation, order or guideline established by any applicable governmental or quasi-governmental body or the Association.
- (f) A Unit Owner shall not block, seal or otherwise impede ingress to the Unit through any of the doors designated as emergency entry-ways.
- (g) Personal property of unit owners must be stored in their respective units or in storage areas provided within the condo. All skateboards, surfboards, floats, toys, bicycles and any other items are to be stored within the unit when not in use (except patio or deck furniture and plants).
- (h) No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or on the Condominium Property.
- (i) No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.
- (j) All ledges, terraces and balconies must be maintained in a neat and orderly condition.
- (k) All loose or movable objects shall be removed from ledges, balconies, and terraces upon notice of an approaching hurricane or other inclement weather condition characterized by high winds.

Section 10. Damage to Common Elements. Unit Owners shall be responsible for, and shall bear any expense of, any damage to the Common Elements caused by moving into or removing from their Unit household furnishings or other objects, or by any other deliveries to or from Units by their invitees.

Section 11. Refuse. All refuse, waste, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefore. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or storage area except as may be required for normal household uses.

Section 12. Guests. Each Owner shall notify the manager, and security personnel, by written notice in advance, of the arrival and departure of guests or family members who have permission to use a Unit in the Owner's absence, providing name, address and vehicle license tag, and number of guest(s). The Association shall maintain a roster of all owners and their telephone numbers and addresses, including other than the Unit addresses.

Section 13. Minors. No persons under eighteen (18) years of age shall occupy a unit unless a parent or the Unit Owner is also in residence.

Section 14. Signs. No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, exterior wall, door, balcony or terrace without the prior express written consent of the Board of Directors, except for signs used by Developer.

Section 15. Keys. The Association shall maintain a key to each Unit to the Condominium. No member shall change existing locks or install additional locks unless duplicate keys therefore are provided to the Association.

Section 16. Vehicles and Parking. No vehicle shall be parked so as to impede ingress to or egress from other parking spaces, drives, roads, or building entry-ways. Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator.

- (a) Parking areas are solely for autos, delivery vehicles and bicycles. Motor homes, boats and trailers are permitted only in the parking areas designated therefore by the Association. Residents who desire to bring a recreational vehicle or boat to Anastasia by the Sea Condominium must notify the manager in writing as to the date of arrival. If the recreational vehicle or boat is left more than two (2) weeks from date of arrival, the vehicle will be towed at owner's expense. SPEED LIMIT WITHIN THE CONDOMINIUM IS FIFTEEN (15) M.P.H.
- (b) All vehicles located on the Condominium Property must be operable and be parked in a proper parking space. Inoperable vehicles must be removed from the premises within four (4) hours unless entirely within a garage unit.
- (c) Owners and their visitors will obey the parking areas and drives and any other traffic regulations promulgated by the Association.
- (d) No unit owner shall store or park or leave boats, trailers, trucks, campers or any commercial vehicles on the Condominium Property, including the driveway to each unit.
- (e) Except in the event of an emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, polished and/or waxed on the Condominium Property.
- (f) Owners and tenants must park in their assigned space or Visitor space.

Section 17. Floors. Unit flooring may be covered by a hard surface but must be lined with a sound deafening material specified by the Association. The flooring provided by Developer for balconies and terraces may not be changed or altered in any manner without the prior express written consent of the Association.

Section 18. Compliance with Documents. All Unit Owners, and every lessee, guest or visitor of a Unit Owner, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the Bylaws, as well as the Declaration and the Articles and Bylaws, rules and regulations of the Association as same may be amended from time to time.

Section 19. Rule Changes. The Board of Directors of the Association reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of Unit Owners.

Section 20. Rules Covering Pool. The following are the current rules for use of this pool:

- (a) The pool is for the use of Owners, their guests, and tenants, and the residents of Anastasia Oaks Condominium. Owner/resident must accompany guests.
- (b) Use of pool facilities at any time is at the swimmer's own risk.
- (c) The Board of Directors specifically disclaims responsibility for any and all pool accidents.
- (d) Pool furniture cannot be "reserved".
- (e) Swimming is allowed from Dawn to Dusk.
- (f) Children under twelve (12) years of age are prohibited from using the pool unless supervised and accompanied by an adult.
- (g) Showers are required before entering pool.
- (h) No diving is permitted.
- (i) No GLASS containers are permitted in pool or deck area.
- (j) Dogs and other pets are not permitted in pool or deck area.
- (k) Maximum capacity of pool is fifteen (15) people.
- (l) In case of emergency, dial 911.

Section 21. Unit owners and the residents of Anastasia Oaks Condominium and Anastasia By The Sea Condominium may reserve the clubhouse through the Association for private parties but shall be responsible for insuring that all facilities are cleaned and straightened at the conclusion of such use. A one hundred dollar (\$100.00) deposit shall be required, the refund is to be issued if the condition of the facility is found to be satisfactory. An additional twenty five dollar (\$25.00) non-refundable maintenance fee will be required. Owners must be present during

the function and no commercial use is allowed. Homeowners are responsible for any damages caused by owners, guests, and tenants on any portion of the common property.

Section 22. Above rules and regulations shall in no way amend or alter the Articles of Incorporation, Declaration of Condominium, or by-laws of the Condominium, but shall only be supplemental thereto. In the event of conflict, the order of authority shall be Declaration, Articles of Incorporation, By-laws and these Rules and Regulation.

Section 23. The maintenance man will perform services for Common Areas only. Personal work which owners may request the maintenance man to do must be performed at the owner's expense and at a time when the maintenance man is not on the Condo payroll (after hours).