

RULES AND REGULATIONS

Admiralty Club Condominium Association

These Rules and Regulations are for your guidance and compliance.

There are accommodations for over 100 families in this Condominium and it is necessary to have such definition to provide a harmonious and compatible atmosphere for all residents. They are based on common sense, Florida Statutes Chapter 718, entitled the "Condominium Act", Florida Real Estate License Laws, and the Declaration of Restrictions, Reservation Covenants, Conditions and Easements; the Articles of Incorporation, and the By-laws of the Admiralty Club Condominium. The rights and needs of the Owners have been kept in mind.

These Rules and Regulations were approved by the Board of Directors and became effective October 20, 1986.

Definitions

- Association** The Admiralty Club Condominium Association, Inc.
3606 South Peninsula Drive, Port Orange, Florida 32127
- Owner** The legal owners (as recorded in the county records) of an apartment in the Condominium.
- Authorized Occupant** The Owner, Lessee, or the immediate family of either.
- Immediate Family** The father, mother, brothers, sisters, children, and grand-children of an Owner, Lessee, or their spouse.
- Apartment** A Condominium unit.
- Lessee** A person / persons who have been approved by the Manager and have a lease on an apartment in the Condominium.
- Manager** The person / persons employed by the Association for the purpose of conducting the business of the Condominium and to oversee the proper maintenance of its property.
- Existing Pet** A pet presently in the possession of an Owner, obtained and/or brought into the Condominium prior to ratification of these Rules and Regulations.
- Recreational Facilities** Club or Recreational Room, pool table, ping pong table, saunas, shuffleboard courts, pool and pool area, barbecue grill, riverside walkways, dock, etc.
- Pool Area** The elevated concrete area immediately surrounding the swimming pool. The barbecue grill is in this area.

General

1. **Responsibility** An Owner is responsible that all guests, lessees, authorized occupants, and children residing or visiting in his apartment know, understand, and abide by the Rules and Regulations of the Admiralty Club.
2. **Cleanliness / Appearance**
 - A. Nothing shall be swept, shaken, thrown, or hung from balconies, windows, walkways, stairways, railings or ground floor patio areas.
 - B. Items such as surfboards, bicycles, etc. shall be clean and dry before being brought into the building.
 - C. All persons are required to wear shoes or sandals when entering or when inside the building. Do not track sand, dirt, oil, or grease into the building.
 - D. A robe, jacket, shirt, or other appropriate covering is required at all times in the Common Areas (i.e. Recreation Room, Lobby and on the Elevators).
 - E. DO NOT, under any circumstances, flush sanitary pads, disposable diapers, or similar items down the toilet.
 - F. Eating and drinking of any kind is prohibited in the Lobby, Elevators, Hallways, and Common indoor areas, except in the Pelican Lounge during scheduled social functions.
 - G. No sign, signal, advertisement, or illumination shall be inscribed or exposed on, or at any window or other part of the building unless approved in writing by the Association.
 - H. No outside shades, awnings, window, hurricane guards, or reflective material or coating shall be used except such as shall be put up or approved by the Association.
 - I. No Owner, Lessee, or guest shall interfere in any manner with any portion of the lighting, heating, air-conditioning or other apparatus used for the common areas.
3. **Destruction of Property** Anyone damaging, marking, marring, destroying, or defacing any surfaces of the building, carports, signs, recreational area, or other common elements will be held liable.
4. **Noise Nuisance**
 - A. All occupants should refrain from creating any disturbing noises that would interfere with the rights, comfort, and convenience of others in the building.
 - B. The playing of TV, radio, hi-fi and musical instruments shall be kept at reasonable and compatible sound level during the daytime hours, and shall be reduced to undisturbing sound levels after 11:00 p.m. and before 8:00 a.m.
 - C. Motor vehicles shall be driven no faster than ten (10) miles per hour on Condominium property and in such a way that they do not create objectionable noise, particularly between the hours of 11:00 p.m. and 8:00 a.m.

5. **Pets** Pets are not permitted anywhere in the Admiralty Club building on the grounds, except as follows:
 - A. Existing pets must be kept in Owner's apartment unless on a leash; must be exercised off Admiralty Club grounds, away from the grassed area east of the covered parking, and are not permitted in the Lobby or on the carpeted areas, or on any portion of the areas west of the building.
 - B. Existing pets are to be carried when in the elevators. Pets too large to be carried must use the stairways at either end of the building.
 - C. Owners of existing pets are expected to anticipate the needs of their animals in sufficient time to avoid accidents and to prevent their becoming objectionable, a nuisance, or offensive to others. Should an accident occur, the Owner is responsible for necessary repair and / or cleaning of the damaged area **immediately**.
 - D. **Existing pets are not to be replaced.**
6. **Children**
 - A. Children under the age of 10 must be in the company of, and under the supervision of an adult when outside the apartment.
 - B. Children are not permitted to play in the walkways, corridors, stairways, parking lot, club room, or elevators.
 - C. An Owner is responsible for any damage caused by children visiting or residing in his apartment.
7. **Security** Do not admit any unknown person into the building, but advise strangers to call those they wish to visit on the security telephone. To help insure the security of the building, make certain all doors are tightly closed when you enter or leave the building; wind can prevent the doors from closing tightly and from latching securely.
8. **Solicitations** There shall be no soliciting in the Condominium building or grounds unless specifically authorized in writing by the Board of Directors.
9. **Bulletin Boards** A bulletin board near the elevators is provided for announcements of a general nature. Acknowledgments, lost-and-found notices, etc., may be displayed on this board. Notices of items for sale, such as apartments, carports, furniture, etc., must be posted on the internal bulletin board located in the Manager's office; 3 x 5 cards should be used and removed when they have served their purpose.
10. **Gifts to the Condominium** Any valued gift to the Condominium is welcome and will be appreciated by all, but must be presented to the Board of Directors for acceptance and proper handling.

11. **Car Washing** Cars may be washed only by authorized occupants in the vicinity of the trash pick-up sites, where water and hoses are available. Please be conservative in your use of water.
12. **Rules Enforcement** The Manager is responsible for bringing the Rules and Regulations of the Admiralty Club to the attention of violators. This may also be done by any concerned Owner, simply by pointing out the violation. Provisions for enforcement of the Rules and Regulations is prescribed and provided for in the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements of the Admiralty Club under Item 7, Page 15 "Obligations of Members"; Paragraphs E and F, and under Item 15, Page 22 "Remedies for Violations".

Building and Parking Area

13. **Elevators**
 - A. To activate the elevator, push the button and quickly release it. Holding the button down serves no purpose and may damage the elevator electrical system, disabling the elevator.
 - B. Children under 10 years of age, not in the company of their parents or host, are not permitted on the elevators. Parents are responsible for their children's safety as well as any damage to an elevator resulting from their children's behavior.
 - C. Tampering with or misuse of an elevator should be reported immediately to the Manager.
 - D. In the event of a breakdown, or if a car stops at a floor but the door does not open, **first** press another floor button. If nothing happens, press the alarm button or use the emergency telephone. It is recommended that passengers sit on the floor of the elevator while awaiting assistance.
14. **Obstructions** The public halls, sidewalks, corridors, walkways and other common areas shall not be obstructed in any manner.
15. **Storage Areas**
 - A. No furniture or other materials shall be stored at any location other than the regular storage bin assigned to each apartment.
 - B. The use of rooms at the north and south ends of the building for temporary storage must first be arranged with and approved by the Manager, who may designate a location for such temporary storage for a designated period of time. An inventory of such storage items must be provided to the Manager, if approved. The Manager will maintain a record and time schedule of all storage room assignments.
 - C. Bicycles will be stored only in areas designated for that purpose.

16. **Laundry Rooms**

- A. Hours are 7: 00 a.m. to 10:00 p.m.
- B. Dyestuffs are never to be used in the machines.
- C. All heavy articles, such as rugs and blankets, must be sent to a commercial cleaner or laundered in a public laundry.
- D. In order to present a better appearance, it is requested that laundry room doors be closed when room is not in use.
- E. After using laundry room, leave washers, dryers, and floor clean.

17. **Refuse**

- A. The trash chutes may be used between 8:00 a.m. and 9:00 p.m.
- B. Any garbage not compatible with the disposal units in each apartment, and other wet items, are to be placed in heavy bags, securely closed and dropped down the chutes.
- C. Boxes and other items too large to go down chutes, and bags containing large bottles, are to be taken to the refuse chute on the first floor or to the dumpster in the trash room.

18. **Parking Areas - Carports**

- A. Owners and Lessees are expected to use only their assigned parking space (or carport) as a matter of reciprocal courtesy.
- B. Guests of Owners or Lessees are to be informed that they should park only in spaces marked "GUESTS" unless the Owner or Lessee specifically permits the use of his space by his guest.
- C. Parking under the entrance canopy is restricted to loading or unloading only.
- D. Parking areas are for passenger cars only, except for the temporary use of spaces marked "GUESTS" by those servicing apartments or on Association business. It is prohibited for residents or their guests to park commercial vehicles (other than ordinary passenger cars), boat trailers, or trailers of a typed used for hauling or moving, on the common property.
- E. Vans having no advertising or printing are permitted.
- F. Motor homes and recreational trailers are permitted for loading and unloading only. Guests of Owners may get **written** permission from the Manager for parking of these vehicles in "GUESTS" SPACE if available, **limit 48 hours**.
- G. The flow of traffic within the parking area is from north to south.
- H. Frizbee throwing, skateboarding and ball playing are prohibited.

19. **Roof, Equipment Rooms**

- A. These areas are off limits to all except authorized personnel.
- B. Equipment rooms include elevator control / pump room, electric meter room, TV cable / antenna terminal room and emergency water pump room.

Apartments

20. **Use Restriction and Guest Occupancy**

- A. Apartments are for the single family residential use of authorized occupants and their guests. Tenancy by other than authorized occupants and guests, while an Owner is absent, requires a formal lease. (See leasing and rental policy.)
- B. Whenever an apartment is to be used by the immediate family or close friends without the Owner present, a card should be sent by the Owner to the Manager in advance, advising of their relationship to the Owner and the arrival and departure times of the proposed occupancy.
- C. When an Owner plans to be absent from the apartment for more than one week, the Manager should be notified, and in order to avoid lost mail, arrangements should be made with the Post Office or the Manager, to hold or forward the mail.
- D. Overnight guests, occupying an apartment in the absence of the Owner, shall register in the book provided in the lobby for that purpose.

21. **Access to Apartments**

Each Owner will furnish the Manager with current keys to his apartment. ONLY IN CASE OF EMERGENCY WILL ENTRY TO AN APARTMENT BE MADE WITHOUT THE OWNER'S PERMISSION AND / OR KNOWLEDGE.

22. **Repair and Maintenance**

- A. Except for Common Elements, all interior repair and maintenance, including plumbing and electrical repairs, in an apartment is the responsibility of the Owner.
- B. Common Elements not assigned to an individual or group of individuals for their use, and all Common installations within an apartment will be maintained by the Association.
- C. The Association will pay costs involved in its area of responsibility only if the repair work is authorized by the Association. The Association will bill an Owner for work undertaken by the Association under emergency conditions in the Owner's area of responsibility.

23. **Leasing and Rental Policy**

- A. The Association delegates the responsibility of leasing units, and of selecting tenants that are compatible with other Owners and occupants, to the Manager.
- B. The Manager is authorized to act as leasing agent on behalf of all persons owning or having an interest in units within the Condominium.
- C. Units shall be rented as single family residences for a minimum of six (6) months or for periods no greater than one year.
- D. **Permanent Occupancy Limitations** One Bedroom Unit - 2 persons; Two Bedroom Unit - 4 persons; Three Bedroom Unit - 6 persons. These restrictions will apply to all Owners as well as Lessees.
- F. No partiality shall be shown in selecting units to show prospective tenants. Units to be shown shall be based upon prospect's preference for size, floor, price range, etc.
- G. No apartment may be leased to anyone having a child under sixteen (16) years of age, unless the child will be in residence for less than sixty (60) days during any twelve (12) month period.
- H. Subleasing is not permitted.
- I. Owners (Lessors) will forfeit their right to use the common area and recreation facilities during the term or duration of the lease.

24. **Sale of Apartment Units**

- A. The Board of Directors is responsible for the approval of all sales of units in the Admiralty Club Condominium. An Owner, contemplating the sale of his apartment should notify the Board in writing before placing the unit on the market. His letter or notice will be posted on the internal bulletin board in the Manager's office and he will be supplied with a list of people who have expressed a desire to purchase a unit. His letter should include the apartment number, name, address (if non-resident), telephone number, size of apartment (number of bedrooms and baths) and the terms.
- B. As soon as the selling Owner has obtained a buyer, through whatever manner or means he chooses, he should notify the Board of Directors and / or Resale Committee (three Board members appointed by the President) and arrange for a meeting between the buyer and at least two (2) members of the Committee. A personal meeting with the buyer will enable the Resale Committee members to fill out a "Buyer Interview" form. Approval of the sale to this potential buyer will be determined and he will be informed of the controls and restrictions, etc. expected of him on becoming an Owner-member of the Admiralty Club Condominium Association.
- C. Within five (5) business days after this personal interview with the buyer, the Resale Committee members will supply all Board Members available with copies of the "Buyer Interview" form, which includes their recommendations.

- D. If approved, the Secretary and President, or their representatives, sign the Certificate of Approval before two (2) witnesses, have notarized, apply Admiralty Club seal and forward certificate to the Seller or his representative.
- E. If disapproved, the selling Owner is notified. If he still desires to sell to this buyer, thirty (30) days before transfer, he gives written notice to the Secretary of his intention to proceed with the sale on a certain date, for a bona fide price, and terms thereof. The Secretary posts this written notice on the outside bulletin board to the attention of all Owner-members who have the first right of purchase, for the same price and terms, up to ten (10) days before the date of transfer.
- F. If an Owner-member, group of Owner-members, or the Admiralty Club Condominium Association itself does not purchase the unit in the time allowed, then approval of the sale of the unit to this buyer is authorized and the Secretary and President, or their representatives, sign the Certificate of Approval before two (2) witnesses, have notarized, apply Admiralty Club seal and forward certificate to the Seller or his representative.
- G. In order not to be accused of withholding information, it is an obligation of the selling Owner to provide the prospective buyer with copies of the Declaration of Restrictions, Reservations, Covenants, Easements; Articles of Incorporation; Bylaws; and Rules and Regulations.
- H. Manager(s) holding a valid real estate license may list, show and sell owners' units and units listed by other agents and by owners (with owner's permission) at the Admiralty Club as follows:
 - 1. Manager may not leave the premises during office hours to show off-site property.
 - 2. Prospective buyers contacting Manager by phone must be given an appointment after 3:00 P.M. or between 12 noon and 1:00 P.M.
 - 3. Manager may show available units to "walk-ins", providing the office is covered by a Board member or a portable phone is taken and Manager has office access either perceived or observed.Abuse of any of the above may result in retraction of this rule/privilege, or subject to immediate termination.
- I. Corporations and partnerships, other than the Admiralty Club Association, are not authorized to purchase a unit in the Admiralty Club Condominium.
- J. Full-time employees of the Admiralty Club Condominium Association or their families are prohibited from purchasing, owning, or acquiring an interest in any Association property (condominium, carport, or portions thereof) nor shall they become interested directly or indirectly in any manner as a partner, officer, director, stockholder, advisor, employer, employee, or in any other capacity, in any other business of any kind, with an Owner-member of the Admiralty Club Condominium.

Recreational Facilities

25. **Liability** Persons who use the recreational facilities do so at their own risk. Owners have the responsibility to inform Guests and Lessees of this information.
26. **Recreation Room** The Pelican Lounge provides an area within the Admiralty Club where all authorized occupants and guests may congregate. Exclusive use of the room for a private party or meeting can be arranged, if the affair is sponsored by an authorized occupant, who will be in attendance during the extent of the party or meeting. Authorized occupants who arrange for exclusive use of the room shall be responsible for any damage, for behavior of all people attending, and for cleaning the room within twelve (12) hours following the affair. No one may sponsor the use of the Club Room for any outside person or organization, regardless of purpose. Reservations must be afternoon or evening affairs, but not both on the same day. Application for reservation to be made with, and administered by the Manager in advance.
27. **Saunas** Saunas are for the use of authorized occupants and their guests. Children must be in the company of a responsible adult. For safety reasons, no one should use a sauna alone, without first having alerted someone of his / her plan to do so.
28. **Shuffleboard**
- A. Equipment is to be returned to the storage room opposite the mail boxes.
 - B. Children should be supervised by an adult when using the courts.
 - C. Do not walk on the courts.
 - D. Please turn off lights when finished playing in the evening.
29. **Pool and Pool Area**
- A. Rules of behavior are posted at the pool. Because of their importance, they are repeated below. All authorized occupants should make sure their guests and visitors are familiar with and abide by them.
 - (1) Shower before entering pool.
 - (2) No running, frisbee throwing, or ball playing in the pool area.
 - (3) Floats are not to be used in the pool.
 - (4) No eating in the pool area.
 - (5) Children under thirteen (13) years of age must be accompanied by an adult at all times.
 - (6) Glass in any shape or form is not permitted in the pool area. Liquid refreshments must be in nonbreakable containers which, if discarded, should be put in the trash receptacles provided.
 - (7) No rough play in the pool area.
 - (8) Handle lounges and chairs with care.
 - B. Pool hours are from 9:00 a.m. to 10:00 p.m.

- C. Bare feet are permitted in the pool area, but some type of foot covering must be worn before entering the building.
- D. Sunbathers **MUST** use towel on lounges and chairs.
- E. Only battery operated radios are permitted in pool area and must be kept at a low volume.
- F. Safety Rope should be kept in place.

30. **Barbecue Facilities**

- A. Use of the barbecue facilities is permitted between the hours of 9:00 a.m. and 10:00 p.m. Cooking elsewhere on the Admiralty Club Common Elements or Limited Common Elements is forbidden.
- B. Unattended preheating of the braziers is prohibited.
- C. Instructions for lighting and use of the grilles must be followed carefully.
- D. Be absolutely sure the gas is turned **OFF** when cooking is completed.
- E. Keep facility clean.
- F. Grilles are to be operated by adults only.

31. **Riverside Walkway and Dock**

- A. Fishing is permitted from walkway and dock.
- B. Boats are not permitted to moor alongside the walkway or dock.

32. **Amendments** These Rules and Regulations may be amended from time to time by action of the Board of Directors of the Admiralty Club Condominium Association.