

AVALON-AT PELICAN-BAY CONDODMINIUM ASSOCIATION
RULES AND REGULATIONS

Enacted on April 12, 2007

Revised on May 8, 2008

Revised on February 12, 2009

1. INTRODUCTION

- A. The Board of Directors of the Avalon-at-Pelican Bay Condominium Association, Inc. is responsible for enforcing the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules and Regulations.
- B. This document provides owners, lessees, and guest of owners and lessees with the current Rules and Regulations, which have been made and approved by the Board of Directors pursuant to Article 15.12 of the Declaration as amended, Article 4.2 (c) of the Articles of Incorporation, and Article IV-I-4 of the Bylaws.
- C. These Rules and Regulations are intended to help ensure the quality of life and to protect the collective investment of the Avalon community of owners.
- D. It is imperative that each owner, lessee, and/or guest familiarize themselves and comply with these Rules and Regulations. Owners, lessees and guests are also encouraged to review the Avalon Declaration of Condominium, which also refers to Occupancy and Use Restrictions, Maintenance of Community Interests, Alterations of and Improvements to Units and Common Elements, and other requirements within the Avalon community.

2. AUTHORITY

- A. All Unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by the Declaration of Condominium, the Articles of Incorporation, and the Bylaws of the Association and the Condominium Act, shall be subject to and agree to abide by the following rules and regulations which shall be applicable to all Unit owners, their families, guests, invitees, tenants and lessees. These Rules and Regulations will be reviewed periodically by the Board of Directors of Avalon at Pelican Bay Condominium Association, Inc., and updated or amended from time to time to better serve the membership.

3. ENFORCEMENT

- A. Any violation of Rules and Regulations shall be reported, in writing, to the management company. Individual Unit owners are not authorized to enforce these rules independently.
- B. The Association shall notify, in writing, any person(s) violating Rules and Regulations. Minor infractions will be brought to the attention of the person(s) involved by an officer of the Association or the management company.
- C. Repeated and ongoing violations will be referred to and considered by the Board for resolution and appropriate action, including but not limited to actions for injunction and/or damages in a court of competent jurisdiction.

4. OCCUPANCY AND USE

- A. **Exclusive Use:** No Unit owner, lessee, or other occupant shall use the Unit for other than single family residence purposes. Single family shall mean one person or not more than two unrelated persons living together as a single housekeeping unit, or three or more persons living together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption.
- B. **Emergency Access:** Each Unit owner shall provide the management company with a duplicate key to their Unit. No Unit owner shall alter any lock or install a new lock on any door without providing a duplicate key to the management company.
- C. **Facilities/General:**

1. The facilities of the condominium are for the exclusive use of members of the Association, lessees, their house guests, and guests accompanied by a member or lessee. No guest or relative of a member or lessee may use the facilities unless in actual residence at the condominium or accompanied by an owner or lessee.
 2. These rules and regulations shall apply equally to owners, their families, guests and lessees.
- D. Food and Beverage:**
1. Food and beverages may be consumed in the common elements at the personal discretion of the owners.
 2. Owners are responsible for leaving the common elements used in clean condition. Violators may have this privilege revoked by the Board.
 3. No glass containers may be used in common elements.
 4. Outdoor cooking is restricted to the areas designated for that purpose. These areas are located in the outside patios on the ground level. Residents are encouraged to use the grills within the pool area (See paragraph 4S).
- E. Occupancy:** Each Unit shall be occupied as a single family residence and for no other purpose. No more than two persons per bedroom, plus two additional persons may occupy a Unit at any time. "Single family" shall have the meaning as set forth in Paragraph 4(a) above.
- F. Sale:** No Unit owner may dispose of a Unit or any interest therein by sale without approval of the Association, which approval shall not be unreasonably withheld, except to another owner of a Unit in the condominium.
- G. Leasing/Renting:**
1. Unit owners, who wish to lease their Units, must submit a completed lease application and a non-refundable \$100 transfer fee to the management company, at least twenty (20) days prior to the starting date of the proposed lease.
 2. All leases must be in written form, except to another owner of a Unit within the condominium, and must be specifically approved by the Association, which approval may not be unreasonably withheld,
 3. Unit owners may not rent or lease their Unit for less than one (1) month to any one tenant.
 - ~~4. No Unit may be leased more than one (1) time per year.~~
 5. Owners must follow all applicable leasing requirements as set under the provisions of Article 16.2, paragraph (1) (b) of the Declaration of Condominium
 6. Owners are required to keep the property manager informed about unaccompanied guests in their units by name and dates of stay.
- H. New Owner/Lessee Orientation:**
1. All new Owners/Lessees will be provided a brief orientation by a welcome packet of Avalon information by the management company. It will provide basic information regarding Avalon, the role and functions of the Board of Directors, the management company, parking regulations, trash collection, social activities, mail service, etc. The packet will include a listing of Avalon people who can pay a personal visit to answer further questions.
- I. Vehicles and Parking Authorization:**
1. Each unit owner will be given one assigned parking space. These assigned spaces are for the exclusive use of the owner/lessee unless written permission is received from the owner/lessee.
 2. Owners/Lessees are authorized to park in guest spaces for only short duration periods such as: to visit pool facilities, to get/post mail, when doing work in or around the garage, or when an assigned space is occupied by a vendor/contractor supplying goods or services. Owner/lessee vehicles are not authorized to park for any long duration in a guest space such as overnight or several hours. These examples are not meant to describe all instances of authorized and unauthorized parking of owner/lessee vehicles. If you have a special need for long duration use of a guest space, please call the Management Company to get a temporary permit.
 3. Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Motorcycles, Campers and Trailers of any kind are subject to the following regulations:

For purposes of this Section 3, a truck shall be defined as any vehicle whose payload capacity exceeds ½ ton or any vehicle whose the primary purpose is to carry cargo rather than passengers. Sport Utility Vehicles, within the common meaning of that term, shall not be considered trucks for purposes hereof. A commercial vehicle is defined as any vehicle primarily used for business or commercial purpose

3 (a) No truck or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless such vehicle is necessary in the actual repair of a structure or for ground maintenance.

3 (b) No truck, commercial vehicle, or motorcycle, shall be permitted to be parked overnight unless kept fully enclosed inside a structure.

~~3 (c) No boat, boat-trailer, other trailer of any kind, camper, mobile home, motor home, recreational vehicle or bus shall be permitted to be parked or stored unless kept fully enclosed inside a structure.~~

4. Maintenance or repair may not be performed on any boat or vehicle not owned or controlled by the Association, except within a building, totally isolated from public view, unless the Board approved a designated area for these vehicles. Washing of vehicles is permitted.
5. Garage doors, including side-access doors, must remain closed except upon entering and exiting.
6. Inoperable and/or unsightly vehicles are not permitted to be stored or parked anywhere except in an enclosed structure. Car covers are not permitted outside.
7. Unit owners or lessees who store a vehicle in one of their assigned spaces while absent from their Unit must leave a key to the vehicle with management, so that the vehicle can be moved in the event of an emergency or for maintenance of the common elements.
8. Bicycles and other similar vehicles may be operated on the premises but must be kept in an enclosed structure or courtyards not visible from the street. Bicycles may not be kept on entry porches.
9. While motorcycles and motorbikes are not prohibited, the same shall be driven and ridden upon the roads, streets, and paths in such a manner as not to be a nuisance nor to annoy other Owners/Lessees or damage or destroy the common elements.
10. Any vehicle which is in violation of any of the above provisions may be towed away, at the owner's expense, without limiting other remedies of the Association for the enforcement of this provision.

J. Children:

1. There are no restrictions with regard to children in residency except as to the number allowed to occupy each Unit. (See paragraph 4e)
2. Children will conduct themselves in accordance with the rules and regulations under parental or guardian supervision.
3. Any child under the age of twelve (12) must be accompanied by an adult while at the pool.
4. No children under the age of 12 are permitted in the spa unless accompanied in the spa by a supervising adult 18 years of age or older.

K. Destruction of Property:

1. Unit owners will be responsible for any destruction, damage, or defacement of buildings, common elements, facilities, and equipment caused through their own act(s) and/or acts of their lessees or guests.
2. Unit owners, their families, guests, invitees or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

L. Garbage/Refuse:

1. Bagged garbage and refuse and recyclable items shall be deposited in the containers provided to each owner for such purposes.
2. Garbage and recyclable containers are to be placed outside no sooner than the evening prior to scheduled collection (currently every Tuesday and Friday morning). Recyclables in the yellow/green containers will be collected only on Friday morning.

M. Lake: Fishing, swimming or boating is not allowed in the lake or ponds.

N. Noise: All occupants of Units shall exercise extreme care about making noises or using musical instruments, radios, televisions or amplifiers that may tend to disturb other occupants. Designated "quiet hours" are between 11:00 PM to 9:00 AM.

O. Pets:

1. Unit owners shall be permitted to keep no more than two dogs or cats in each Unit only if such animals do not disturb or annoy other Unit owners. Unit owners keeping domestic animals shall abide by municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animals.
2. All dogs shall be kept on leashes when not confined in the owner's Unit. Unit owners must clean up any waste made by their pets.
3. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the owner will be asked to remove the pet. If the owner fails to remove the pet from the property, the Board shall be entitled to take such action as may be deemed necessary to secure the removal of said pet from the property, including but not limited to, securing an injunction requiring the removal of said pet. The owner of said pet shall be responsible for court costs and attorney's fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets, if the Association prevails in such action.
4. Lessees or guests of owners are not permitted to bring pets onto the premises.
5. Pets are not permitted in the swimming pool area.
6. Owners shall not permit dogs which exceed 20 pounds full grown weight upon any condominium common element or within any Unit. Any dog which has been kept by an owner before 8/6/1996 and which does not conform to this requirement may be kept for the remainder of its natural life, but may not be replaced except with a dog that will not exceed 20 pounds full grown weight.

P. Recreational Facilities:

1. The use of recreational facilities, including the pool area, is limited solely to the members of the Association, their lessees, and their invited guests. All guests must be accompanied by a Unit owner or approved lessee.
2. Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event at that of the Condominium Association or its members.
3. The use of the recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are deemed necessary to comply with the laws of the State of Florida with reference to swimming pool and other facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of said facilities by all of the members of the Association. Amended and or additional rules and regulations shall be posted in a conspicuous place. It is the responsibility of each owner to keep informed of the Association's Rules and Regulations.

Q. Reservation of Facilities for Private Functions:

1. Owners/Lessees may reserve the covered pool deck area for private social functions, of more than eight persons, (a maximum of twenty-four persons) by contacting the management company at least three days prior to the event. Pool Area Reservation Forms are provided by the Management Company and are also available in the mail room. ~~Business and management information should be~~
2. Each reservation requires a \$50 refundable deposit made payable to the Avalon Condominium Association and delivered to the Management Company.
3. Avalon Social Committee functions have reservation priority.
4. The Association will arrange for an Owner/Lessee walk-through of the facility prior to and after the function, using a Reservation Form check list. Deposits will be returned following a satisfactory joint walk-through of the facility.
5. Owners/Lessees are reminded that the pool, spa, showers and bathrooms remain open to all residents during functions. Additionally, one of the pool barbecue grills must remain available for owner/lessee

use. The pool area and facilities are open to all owners/lessees during holidays. Reservations may not be made for major holidays.

6. The user of the facilities shall be responsible for leaving them in a clean and orderly condition and shall be responsible for any breakage and damage caused to the facility. The facility must be cleaned, rearranged and cleared of any party items prior to 9:00 AM the day following the function.
7. The above procedures are intended to ensure property accountability, maintain cleanliness and to minimize inconvenience to other Avalon residents.

R. Safety: No one shall permit any activity or keep anything in a condominium Unit, storage area or the common elements which would be a fire or health hazard or any way tend to increase insurance rates. This section has particular reference to barbecuing outdoors. (See paragraph 4D)

S. Signs:

1. No sign of any nature shall be posted in or affixed to any of the common elements, limited common elements, or any Unit, if such a sign would be visible from any portion of the common elements or limited common elements, except temporary "OPEN HOUSE" signs and such other temporary signs which have been approved by the Board.
2. An "OPEN HOUSE" sign shall be used solely for the purpose of selling real estate.
3. "OPEN HOUSE" signs shall be as specified and approved by the Pelican Bay Foundation. Colors are Benjamin Moore Seagull gray for the back ground and Benjamin Moore Manor Brown for the letters.
4. Signs shall be in good condition and free of fading, discolorations, and blemishes.
5. No attention-getting devices such as ribbons or balloons may be attached to the signs.
6. A maximum of two signs is permitted: one positioned at the entrance to Avalon and the other at the front of the unit to be sold. The sign at the entry shall be placed just east of the Excalibur Circle roadway into the grass area between the public sidewalk and the hedge.
The sign at the Unit shall be placed in front of the Unit between the roadway and the entry gate to the Unit.
7. Regardless of the number of open houses which may occur at one and the same time, only one sign is permitted at the entrance to Avalon. It must be a generic "OPEN HOUSE" sign without any references to the street numbers or to the realtors. The name of the sign owner may be shown in 1" letters at the bottom of the sign. All information relating to the Unit to be sold shall be placed into the show case, which is located close to the South East corner of the gate house.
8. All signs must be removed from all locations by sunset.
9. "FOR SALE" and "SOLD" signs are not permitted.

T. Solicitation: There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the Unit owner to be solicited, or specifically authorized by the Board.

U. Swimming Pool:

1. Owners, their families, lessees, and guests using the swimming pool do so at their own risk. The swimming pool is for the occasional use of guests; abuses subject to action by the Board. No lifeguard on duty.
2. Persons using the swimming pool are requested to read and obey the posted rules for the use of the swimming pool, spa, and deck areas.
3. Glass containers are prohibited in the swimming pool area except in the pavilion during authorized functions.
4. No pets of any kind are permitted in the swimming pool area.
5. Owners will be held responsible for any damages or repairs necessary.
6. Any child under the age of twelve (12) years must be accompanied by an adult while at the pool.
7. No children under the age of 12 are permitted in the spa unless accompanied in the spa by a supervising adult 18 years of age or older.
8. Any person that wears diapers must wear a protective garment when using the pools or spa because of health concerns.

- V. **Visitors:** Unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Board for the use thereof. (See also Paragraph I, Vehicles and Parking Authorization).

5. **ALTERATIONS/IMPROVEMENTS TO UNITS AND COMMON ELEMENTS:**

A. **Exterior Appearance:** To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply;

1. No owner, tenant, or other occupant of a condominium Unit may paint or otherwise change the appearance of any exterior wall, door, window, lanai, or any exterior surface.
2. No occupant may place any sunscreen, blind, storm shutter or awning on any balcony or exterior opening without the prior written consent of the Board.
3. No occupant may erect any exterior lights or signs; place any signs or symbols in windows, except those dealing with security notification; erect or attach any structures or fixtures within the common elements.
4. Occupants are not to erect, construct or maintain any wire devises, antennas, satellite dishes, or other equipment or structures on the exterior of the buildings or on or in any of the common elements, except with the prior written consent of the Association.
5. No clothing, bedding or other similar items, shall be dried or aired in any outdoor area or any limited common area if same can be seen from the common elements.
6. No draperies, shades, awnings, or the like shall be used except as shall have been installed or approved by the Board. No signs of any kind shall be placed in or on windows, except those dealing with security notification, doors, terraces, facades, or other exterior surfaces of the building. All draperies visible from the exterior of the building shall be of white or off-white color or shall have white or off-white linings.
7. No occupant shall tamper with the light bulbs or fixtures affixed to the exterior of the buildings or garages, except entry door light bulb. The care and maintenance of these fixtures is the responsibility of the Association.
8. No permanent fixtures including wall hangings, fountains, etc., with the exception of hose hangers, shall be mounted to the interior court yards.
9. Plants are to be kept trimmed so as not to encroach on a neighbor's property or view, or to obstruct air conditioners, fire extinguishers, or drains.
10. Removable hangings or decorations on walls or doors may be allowed in the courtyard areas and limited common elements. No items are to be placed on top of any privacy walls. Courtyard gates are to be free of adornments except for floral or temporary holiday season decorations. All items remain subject to Board approval and to periodic review by the Board. The Board retains the right to rule that any such item, which in the Board's sole judgement is not appropriate or is otherwise detrimental to the interests of the Association, be removed. No perforations (nail holes, screw holes, drilled holes, etc.) should be made in the courtyard privacy walls. (This is the wall between courtyards that does not extend to the pavement or, for an end unit, it is the outer wall that does not extend to the ground.)
11. Potted plants or plantings may be allowed in the common elements at the location of the courtyard entrance gates only. Such items remain subject to Board approval and to periodic review by the Board. The Board retains the right to remove any item or planting from the common elements that in its sole judgement is not appropriate or is otherwise detrimental to the interests of the Association.

B. **Interior Appearance:**

1. All Unit owners shall keep and maintain the interior of their respective Units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owner's Unit, whether inside or outside the owner's Unit. Owners shall promptly pay for all utilities which are separately metered to the Unit. Courtyards, patios, rear balconies and screened porches shall be kept in a clean and sightly manner by the Unit owner having the right of exclusive use thereof.

2. No occupant may make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the Unit) to any Unit or to the common elements; or any of the foregoing without the prior written consent of the Board.

6. Approvals

This set of Rules and Regulations has been approved by the Board of Directors at its regular board meeting on April 12, 2007. It has been revised by the Board at its regular board meeting on May 8, 2008 by adding a paragraph 4.G.6., and at its regular board meeting on February 12, 2009 by adding Paragraphs 4.J.4 and 4.U.7.