

AVALON BEACH CLUB CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

1. Cabana units shall not be used as residential or overnight accommodations, but shall be used solely for recreational purposes, including lounging, showering, changing and storage of beachwear and equipment.
2. Any use, practice or activity, including but not limited to smoking and/or vaping, that is the source of annoyance to residents, or which interferes with the peaceful possession, quiet enjoyment and proper use of the property by the residents is prohibited. Smoking is only allowed within the condominium unit and not in any common or limited common area.
3. Tenants and their guests are prohibited from bringing or keeping pets of any kind on the premises.
4. Unit Owners are allowed to have no more than two (2) pets weighing less than twenty-five (25) pounds at maturity and shall be allowed to remain only if not a nuisance to other Unit Owners. If a dog or other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Unit Owner having such animal on the Condominium Property must cause such problem to be corrected and if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to permanently remove such animal from the Condominium Property. No livestock or poultry will be allowed on Condominium Property. No dogs shall be permitted on the Common Elements unless on a leash. Pets may be prohibited from certain portions of the Common Elements as designated by the board. No

pets of any kind and under any circumstances are allowed in the pool area.

5. All units and property must be kept clean and in a sanitary condition. No rubbish, refuse, garbage or any fire hazard shall be allowed to accumulate. All garbage and trash shall be placed in plastic bags and securely tied before throwing down the trash chute; no trash or refuse shall be left in the trash chute rooms. All refuse and trash which is too large to be accommodated in the chute, shall be carried down to the ground level and properly disposed of in the trash room. All boxes are to be broken down before putting in the dumpster. No boxes, paint cans, pieces of furniture or any type of large object are ever to be put down the trash chute. No paint or paint cans (except as noted below) are allowed to be disposed of in the trash room, with the following exception: Per St. Lucie County, Latex Paint can be disposed of as long as the paint is completely dry. Oil based paints must be disposed of properly and not in the dumpster.

6. No construction debris is allowed in the trash room or dumpster. All construction debris should be hauled off by the debris producer or set on the grassy area of Hernando. Any other trash which is not specifically garbage, shall be disposed of by and at the cost of the owner/occupant.

7. Water closets and water apparatus on the condominium property shall not be used for any other purpose than that for which they were constructed. Occupants shall be held liable for any damage inside the unit or common areas occasioned by misuse of water closets or other apparatus.

8. LEASING OF UNITS The leasing of units will be limited to no more than two (2) leases in a twelve (12) month period, for any length of time as agreed between lessee and lessor. The Board will not approve

any leases beyond two times in a twelve month period. For additional leasing requirements, see attached.

9. No signs of any kind, specifically including without limitation “For Sale”; “For Rent” and any political signs, shall be permitted on the building, grounds or vehicles. The lobby bulletin board by the front door is the only exception to signs and is not for any political signs of any kind.

10. Overnight guests of occupants shall be limited to the following: In two (2) bedroom units, six (6) adults at any time and in three (3) bedroom units, eight (8) adults at any time.

11. The use of grills and barbecues are restricted to the following areas: common area of the cabanas; the grill located on the north end (by electric/generator rooms) of the pool area and all first floor unit courtyards (by unit occupant and guests only). The filling of the propane tank is the responsibility of the persons using the grill.

12. Building and grounds maintenance personnel on the premises are assigned specific duties to be performed under supervision of the management company and/or Board members. Occupants shall not interrupt or interfere with these personnel in the performance of their duties. If you have any questions relating to the grounds, building or any common areas, please contact a Board member or the management company.

13. When using the pool, spa and sun deck areas occupants shall, in addition to any posted regulations, observe the following:

- a) Proper attire shall be worn in the lobby/elevator when using the pool area; dry thoroughly before entering the lobby/elevator to avoid dripping on the floors.
- b) Pool furniture shall be returned to its original position once you are finished with it.

- c) Furniture and equipment may not be removed from the pool area. Bathroom doors in the pool area are to remain closed and must not be propped open with any object. Turn off all lights before leaving.
- d) Sanitation rules shall be scrupulously observed when using the swimming pool, spa or sauna. Shower prior to entering the pool or the spa to remove suntan lotion and sand. This keeps the pool and spa from developing a white film around the tiles.
- e) Children twelve (12) years of age and under are not allowed in the pool, sauna or spa area without adult supervision.
- f) Children under three (3) years of age must wear properly fitting rubber pants when in the pool,
- g) Pool and spa hours are from dawn to dusk.
- h) Use of the pool, spa and sauna is at your own risk.
- i) Residents may not have parties excluding other residents in the pool area. In the event of a health emergency as determined by the Board of Directors, pool use is limited to residents only and will be used at your own risk.
- j) In the event that any child has a bowel movement in the pool or spa, the parent, guardian and unit owner will be held responsible for all costs incurred due to this act; such costs include, but are not limited to, chemicals, cleaning, labor and refilling the pool. This same rule applies to any adult defecation as well.
- k) Pets are not permitted in the pool area at any time.
- l) Boisterous conduct, loud games, or other annoying activities are not permitted in the pool area.
- m) Persons with infections or contagious health conditions must not use the pool, spa or sauna.
- n) Glass items are not permitted in the pool area at any time.
- o) Sauna use is limited to thirty (30) minutes.
- p) All persons must read the posted instructions before using the sauna.

- q) The facility must be left in a clean condition. The sauna and the light should be turned off when leaving.

14. PARKING RULES: All vehicles must fit totally within the confines of the parking spaces. Speed limit in the parking lot is 5 MPH.

- a) Occupants shall park only in the numbered space assigned to their unit as designated in the documents. Note that all units on the first floor begin with a “7” and not a “1”.
- b) Guest parking shall be restricted to the area designated by the Association.
- c) Trailers, boat trailers, boats, motor homes, SeaDoos and other recreational vehicles; motorcycles, and vehicles other than passenger cars are prohibited.
- d) No RV type “vans” are allowed in the parking lot.
- e) Trucks of any kind with company logos and commercial vehicles are permitted to park during daylight hours only; after sunset they will be tagged with a warning. If parked a second time after sunset, they will be towed at owner’s expense.
- f) All personal pickup trucks with no logos or company names are allowed in the parking lot at all times. This only applies to a light-duty truck with two-axles that has an enclosed cabin and an open cargo area with low sides and tailgate and does not apply to heavy duty commercial pick-ups such as Ford F-250 and F-350 or a pick-up with commercial markings or commercial modifications or pick-ups used for commercial purposes and must fit wholly within the confines of a parking space.
- g) All vehicles, whether it is Unit Owner, Resident or a Guest, must display the parking pass hang tag at all times. The

parking hang tag must be visible when looking into the vehicle.

- h) Occupants are responsible for their guest's observances of parking regulations.
 - i) Unauthorized or improperly parked vehicles are subject, at the discretion of the Board, to be towed from the premises at the expense of the owner.
 - j) If an occupant wants to allow another occupant to park in his assigned space, written authorization must be provided to the Board.
 - k) Parking in handicapped spaces is only for handicapped residents and visitors with the proper hang tag or license plate. Please make an accommodation for those who truly need the spaces.
 - l) Service and delivery vehicles, servicing the property, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.
 - m) Police and Emergency vehicles.
 - n) Certain vans and sports utility vehicles with two-axes which is not a commercial vehicle; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating, which vehicle fits wholly within the confines of a parking space; shall be permitted.
15. Car washing is permitted only in the designated car wash area in front of the maintenance shed.
16. Any person occupying a unit for more than thirty (30) days shall no longer be termed a guest, but becomes an occupant or

tenant and therefore shall be required to complete an application and be approved by the Board.

17. All Unit Owners must leave a key to their unit with the Board for emergency maintenance problems. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. Emergency keys will not be released to anyone; including but not limited to realtors, contractors or service personnel. Unit Owners will have to make other arrangements for providing access keys.

18. Each Unit Owner who plans to be absent from their unit during the hurricane season must prepare their unit prior to their departure by removing all furniture, potted plants and other movable objects from their balcony or patio and by designating a responsible firm or individual satisfactory to the Association to care for their unit should their unit suffer hurricane damage, which firm or individual must contact the Association for approval to install or remove hurricane shutters. All hurricane shutters shall be closed and fastened securely wherever they are located during hurricane season when the Unit Owner is not on site.

19. Bathing suits, clothes of any kind, rugs, towels or any other articles shall not be draped over railings, walkways, windows, balconies or facades.

20. Clotheslines may not be hung on the building.

21. Bicycles, furniture, fishing rods, rafts or any personal property of any kind shall not be left on the walkways or in any common areas, All personal property shall be kept within the unit. The only exception to this is that personal bicycles are

permitted in the north end stairwell as space permits. If you park your bike in the north stairwell, it is at your own risk and it is strongly encouraged that you lock your bike.

22. Any personal property left in the common pool area will be removed by management and if left unclaimed for one (1) week, shall be disposed of.

23. The tossing or discarding of any items of any kind, including but not limited to cigarette or cigar butts, bird feed, trash, chewing gum, fruit, vegetables or discards of any sort from or on balconies, walkways, stairs or any common area is prohibited.

24. Walkways and stairs must be kept free of furniture or any type of obstruction.

25. No one shall be permitted to play or loiter in hallways, stairwells, elevator, roof, walkways, driveways or parking areas. This includes but is not limited to skateboarding, roller skating, bike riding and any other activities.

26. Ball playing is not permitted in any common area.

27. Children must be supervised at all times.

28. Shopping carts shall be returned to designated area immediately after use and chain must be fastened per FIRE CODE regulation

29. No common areas shall be decorated or furnished by an individual owner or group of owners in any manner, except with prior approval by the Board.

30. No door to door solicitations shall be permitted.

31. It is the responsibility of the parent and/or guardian of each child to show proof of age to management, if so requested.

32. Smoking or vaping on elevators, stairwells or catwalks is prohibited. Smoking or vaping is prohibited in all common or limited common areas.

33. Shutters may not be installed without Board approval.

34. Prior to installing floor tile (3rd Floor and above) owner/occupant must first install a sound proof material such as corkboard.

35. No inoperable vehicle will be allowed to remain in the parking lot. This includes vehicles that cannot be moved due to dead batteries and flat tires. The board will have the right to remove by towing any non functioning vehicle from the premises. Please note that if you have a vehicle which leaks oil on a regular basis, you will be responsible for the repair of the parking lot area where this occurs.

36. No sawing, hammering or other noisy construction activities are permitted except between the hours of 8:00 A.M. to 5:00 P.M. on weekdays excluding holidays. Prior board approval is required for any construction activity on a Saturday and only between the hours of 10:00 A.M. to 5:00 P.M. None of the above activities are allowed on any Sunday. This is to prevent unit owners from disturbing one another's peace and comfort and relates to the use, enjoyment, health and happiness of all the condominium residents.

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All areas that are not within a Unit or Cabana are Common Areas with the exception of Balconies and First Floor Courtyards which are Limited-Common Areas. Limited-Common Areas are restricted to the Use of the Association for repairs and for use only by Unit Owners, their renters and guests.	
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AVALON BEACH CLUB CONDOMINIUM ASSOCIATION

LEASING OF UNITS

1. An Applicant must request the Board of Directors of the Avalon Beach Club Condominium Association, Inc. to approve the lease. In consideration of the Board's review and consideration of this application, the applicant agrees to abide by and comply with the following terms of this application, whether or not this applications approved by the Board, and to hold harmless the Board of Directors, it's officers and agents, and all other persons furnishing or receiving information in connection with this application.
2. An Application, completely filled out and duly executed, together with an original counterpart of the Lease, duly executed by all parties and properly witnessed, shall be submitted to the Board. Should the parties elect to utilize a lease form other than that approved by the Board, said lease shall include and incorporate by reference the terms and provisions of the Association lease form, specifically including paragraphs 1 through 16 thereof. The application review process normally requires a minimum of ten (10) days, and includes a personal interview of the applicant (accompanied solely by proposed occupants) by the Orientation committee of the Association. ANY UNAPPROVED LEASE OR OCCUPANCY SHALL BE INVALID.
3. An Applicant, desiring to be approved by the Board as Lessee of a condominium unit, does hereby acknowledge that, if approved, said apartment shall be occupied subject to all the terms, provisions and conditions of the Declaration of Condominium of the Avalon Beach Club and exhibits and amendments thereto, and to the Rules and Regulations presently in force or as hereinafter amended. A copy of the Rules and Regulations, which have been approve by the Board of Directors, are attached to this application. Failure to comply with said Rules and Regulations shall constitute a default hereunder resulting in a termination of the lease in accordance with the provisions of Paragraph 5 below. The applicant further agrees, that in the event the Association shall deem it necessary to retain counsel to initiate legal proceedings for the purpose of enforcing any of the aforesaid documents as to the applicant, the Association shall be entitled to recover in such event and in such action its costs and reasonable attorney's fees incurred, in addition to any other relief or damages to which the Association may be entitled. With respect to the aforesaid Rules and Regulations, the applicant specifically represents to be particularly familiar with the following limitations hereunder:
 - a. That sub-leasing, letting or occupancy of the premises in lessees

absence is prohibited.

- b. That lessee must be present when any guests, visitors or children

(who are not permanent residents) occupy the apartment or club facilities.

- c. That only one (1) passenger car is permitted to be kept on the Premises of the Association, except with the written consent of the Board. Subject to the provisions of the Rules and Regulations, vans, trailers, boat trailers, motor homes, motorcycles, trucks, commercial vehicles and vehicles other than passenger cars are prohibited, *See parking rules for further explanation.*

- 4. The applicant agrees that any acts or omissions on the applicant's part which constitutes grounds for the termination of a lease and eviction from the premises under the laws of the State of Florida, St. Lucie County or the City of Fort Pierce, shall constitute a default hereunder resulting in the termination of the lease in accordance with the provisions of Paragraph 5 below.
- 5. In the event this application and the attached lease are approved by the Board and the applicant becomes a lessee, applicant hereunder, as lessee under the attached lease, hereby covenants and agrees that in the event of a default on the part of the applicant, then lessee, with the respect to the terms and conditions of the attached lease or with respect to the terms and conditions of this Application, including without limitation the defaults defined in Paragraph 2,3 and 4 above, that the board, as agent for the owner of the Unit, as provided in the Declaration of Condominium, shall have the absolute and unqualified right in the exercise of its sole discretion, to terminate the lease and the right to evict applicant, then Lessee, from the premises and to re-enter the same forthwith, and applicant, then Lessee, hereby waives any and all defenses to such eviction and re-entry and agrees to hold the Association, its Board and their designees free and harmless from any and all injury or damage, if any, sustained or claimed to have been sustained by Applicant, then Lessee, arising or occurring in any way or manner whatsoever by reason of said termination of the lease, the eviction and/or re-entry, including without limitation of the foregoing the cost of moving expenses; temporary living quarters and any and all other costs and expenses related thereto.
- 6. The lease must be re-approved at the original expiration date and will not automatically be approved for any additional term without Board approval.