

**Avalon Beach Club, A Condominium**  
**355 S. Ocean Drive**  
**Ft. Pierce, FL 34949**

**Rules & Regulations**

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.

Any use, practice or activity 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.

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.

Any trash (as opposed to garbage) such as old furniture, refrigerators, doors, drywall, carpeting, etc. is to be disposed of by the owner/occupant and not via the trash room. Arrangements need to be made by the owner/occupants to haul away the debris on a daily basis at the owner/occupant's own cost.

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.

**-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 twenty (20) 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 approved 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 lessee's 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.

No signs of any kind, specifically including without limitation "For Sale" and "For Rent" signs, shall be permitted on the building, grounds or vehicles.

Guest of occupants shall be limited to six (6) in number at any time and must be accompanied by the resident when using the recreational facilities of the property including the beach club, pool, whirlpool and sauna areas or they must display a badge (provided by the Association) which identifies them as guest of unit occupants. A reservation is required for larger groups or to hold a party in the recreation area; present your request to the Board four (4) days in advance for approval.

The use of grills and barbecues is restricted to the ocean side beach club area, except for the 1st Floor.

Building and grounds maintenance personnel on the premises are assigned specific duties to be performed under supervision of the Management Company. Occupants shall not interrupt or interfere with these personnel in the performance of their duties. If you have a question related to the building and grounds or other common areas, contact the Management Company.

When using the pool, whirlpool 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 pool area; dry thoroughly before entering the lobby/elevator to avoid pooling of water on floors;
- b) Pool furniture shall be covered with towels when using suntan lotion;
- c) Sanitation rules shall be scrupulously observed when using the swimming pool, whirlpool or sauna. Shower thoroughly to remove suntan lotion and sand before entering pool. To conserve energy, turn off the sauna and whirlpool immediately when not in use;
- d) Children twelve (12) years of age and under are not allowed in the pool, sauna or whirlpool area without adult supervision;
- e) Children under three (3) years of age must wear properly fitting rubber pants when in the pool;
- f) Pool hours are from 8:00 a.m. to 10:00 p.m.;
- g) Pool use is at one's own risk;
- h) Furniture and equipment may not be removed from the pool area;
- i) In the event that any child has a bowel movement in the pool, 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;
- j) Pets are not permitted in the pool or pool area;
- k) Boisterous conduct, loud games, or other annoying activities are not permitted in the pool area;
- l) Persons with infections or contagious health conditions must not use the pool;

- m) Glass items are not permitted in the swimming area at any time;
- n) Sauna use is limited to thirty (30) minutes;
- o) All persons must read posted instructions before using the sauna;
- p) The facility must be left in a clean condition. The sauna and the light should be turned off when leaving.

### **Parking rules:**

- a) Occupants shall park only in the numbered space assigned to their unit as designated in the documents;
- b) Guest parking shall be restricted to the area designated by the Association;
- c) Trucks, pick-ups, trailers, boat trailers, motor homes and other recreational vehicles, motorcycles, commercial vehicles and vehicles other than passenger cars are prohibited;
- d) Short wheelbase station wagon or suburban type vans (all glass windows) may be approved by the Board; panel or RV type vans are not authorized;
- e) Pick-up trucks are permitted to park during daylight hours, 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) Occupants are responsible for their guest's observances of parking regulations;
- g) Unauthorized or improperly parked vehicles are subject, at the discretion of the Board, to being towed from the premises at the expense of the owner.
- h) If an occupant has more than one (1) vehicle, they must obtain written permission from the Board;
- i) If an occupant wants to allow another occupant to park in his assigned space in his absence, written authorization must be provided to the Board;
- j) Parking in handicapped spaces is for handicapped visitors only;

Car washing is permitted only in the designated car wash area.

Any person occupying a unit for more than thirty (30) days shall no longer be termed a guest but becomes an occupant.

All owners must leave a key to their unit in the maintenance office 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 realtors, contractors or service personnel. Unit owners will have to make other arrangements for providing access keys.

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

Clotheslines may not be hung on the building.

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 apartment.

Any personal property left in the common pool area will be removed by management and if left unclaimed for thirty (30) days, will be disposed of.

Tossing cigarette or cigar butts, bird feed, trash, or discards of any sort from or on balconies, walkways, stairs or any common area is prohibited.

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

No one shall be permitted to play or loiter in hallways, stairwells, elevators, roof, walkways, driveways or parking areas: This includes skateboarding, roller skating, bike riding and any other activities.

Ball playing is not permitted in any common area.

Children must be supervised at all times.

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

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.

No door to door solicitations shall be permitted.

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

Smoking on elevators, stairwells or catwalks is prohibited.

Shutters may not be installed without Board approval.

Prior to installing tile (3rd Floor and above) owner/occupant must first install a soundproof material, such as corkboard.

When tile is removed from any balconies; It can not be replaced without board approval. Also, no coverings i.e. Indoor/Outdoor carpeting that will damage the balcony concrete can be installed.