## **RULES AND REGULATIONS**

## PALM COAST COMMERCIAL & INDUSTRIAL CENTER, A CONDOMINIUM

- 1. The sidewalks, entrances, passages and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the condominium property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored there.
- 2. The personal property of Unit Owners and occupants must be stored in their respective Units.
- 3. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of any local government or private waste collection company for disposal or collection of waste shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. <u>The following notice must be adhered to:</u> NOTICE

<u>These dumpsters are for the exclusive use by owners & tenants of the Palm Coast</u> <u>Commercial & Industrial Center.</u> Dumping of any material by others is a crime.

## VIOLATORS WILL BE PROSECUTED

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OWNERS & TENANTS – PLEASE OBSERVE THE FOLLOWING RULES:

- <u>No Dumping of pallets, construction or demolition material in this area.</u>
- Cardboard boxes must be broken down and laid flat in the dumpster.
- No placement of any material outside of the dumpster.
- 4. No hazardous materials or chemicals shall be stored on the Property except, as approved by the Association <u>in writing</u>.
- 5. There shall be no outside storage of any goods or materials belonging to individual Unit Owners or occupants within the Common Areas or Limited Common Areas.
- 6. No vehicles shall be parked on the common area of the property unless the vehicle has current Florida Tags, Registration and Insurance.
- 7. No repair of vehicles shall be made on the common area property, except in case of emergency.
- 8. The parking areas of each Building are intended solely for access to and from the Units in the Building served by the parking area. Accordingly,

- a.) Nothing may be placed in any parking area and no person may park any vehicle in a parking area which obstructs any access.
- b.) No item including (by way of illustration but without limitation) supplies, <u>pallets</u>, materials, equipment or trash containers may be stored or left overnight in any parking area. All storage of property on the Condominium Property must be within the Condominium Units.
- c.) The parking area may not be used as a recreation area, for storage or signs by any person.
- d.) Each Unit Owner shall be entitled to use of two (2) parking spaces to be designated by the Board of Directors. The use of such spaces shall be by the Unit Owner, or any tenant, guest, or invite thereof. Spaces assigned in this sub section (d) can be used for overnight parking. Any variance shall be addressed to the board in writing, and subject to Board approval.
- e.) Any additional spaces which have not been assigned to a specific Unit shall be allotted on a first come, first serve basis. However, any such space which has been assigned in this sub-section (e) shall only be used between the hours of 7 a.m. and 7 p.m. unless express written approval is provided by the Board. The Board has provided for overnight or extended time parking spaces assigned in sub section (d).
- f.) <u>All vehicles parked at the condominium property must have current</u> registration (license plate), be insured, be road worthy and fit within the marked parking spaces. Road worthy vehicles must be able to move under their own power or be safely towed (if a trailer), have all of its sheet metal intact and not have excessive rust or rusted through. To fit within the designated parking spaces, a vehicle may not be wider than 10'-0 or longer than 21'-0.
- g.) <u>A decal sticker shall be provided to a Unit Owner, or any tenant, guest, or</u> <u>invitee thereof, for each parking space validly assigned by the</u> <u>Association. The cost of such shall be payable prior to the issuance of</u> <u>the decal. The decal shall be placed in clear view in the front left window</u> <u>of the vehicle or near the current state tag (of trailers) occupying the</u> <u>parking space.</u>
- h.) Failure to comply with any of the above shall result in enforcement actions undertaken by the Association, including but not limited to towing of any vehicle in violation, the levying of fines as allowed by the governing documents and further court proceedings as necessary. Any attorney fees and costs incurred in any such enforcement action undertaken by the Association shall be due and payable from the Unit Owner.

- 9. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, lessees, servants, employees, agents, visitors or licensees, or pets, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor 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 Unit Owner or occupant. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other Unit Owners or occupants.
- 10. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property except with the <u>written</u> approval of <u>the Board of Directors</u>. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of a Building or on the Common Element, except with the written approval of <u>Board of Directors</u>. No neon signs or banners of any type shall be permitted on the property. Maximum sign area shall be three feet <u>by three feet maximum and located on the wall next to the bay door</u>.
- 11. A Unit Owner shall not paint, decorate or otherwise change any portion of the Unit, Limited Common Elements or any other portion of the building which is visible from outside the Unit without prior written approval of the <u>Board of Directors</u>. Neither an Owner or the Association nor any other party shall do anything that will jeopardize the safety or soundness of the building or impair any of the easements established herein without first obtaining unanimous approval in writing of the Owners and Mortgagees of all Units affected by such work. A copy of plans for any such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the start of any such work, and all work must be performed substantially in conformance with the approved plans.
- 12. A Unit Owner or occupant shall not allow anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies/terraces or windows of a Building. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units must be white or off-white in color.
- 13. No structure of a temporary character, nor residential trailer, tent, mobile home, boat (unless stored inside of a unit) or recreational vehicle, shall be permitted on the Condominium Property at any time or used on the Condominium Property at any time as a residence either temporarily or permanently. No gas tank, gas container or gas cylinders shall be permitted, except as approved by the Board of Directors.

- 14. No air-conditioning units may be installed by Unit Owners or occupants except as approved by the <u>Board of Directors</u>. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- 15. No exterior antennae or satellite dish(es) shall be permitted on the Condominium Property or improvements thereon, provided that the Association shall have the right to install and maintain radio and television cables and lines, and security and communications systems not requiring external antennae.
- 16. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property.
- 17. Leasing of Unit. Each Unit Owner desiring to rent or lease a Unit shall provide the Association with a copy of the lease agreement and a completed lease application form.
  - a) <u>The tenant is required to purchase and place a decal sticker on any vehicle</u> <u>using assigned parking spaces as further described in the Rules and</u> <u>Regulations.</u>
  - b) <u>The tenant is subject to the covenants, restrictions, rules and regulations as</u> <u>put forth in the Association's governing documents and the Rules and</u> <u>Regulations.</u>
  - c) <u>Failure of the Unit Owner, or any tenant, to comply with the covenants,</u> <u>restrictions, rules and regulations shall subject the Unit Owner to fines and</u> any enforcement procedures as further described in the Declaration.
  - d) <u>The lease application forms may be obtained from the management</u> <u>company.</u>
- 18. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.
- 19. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invites, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the procedures set forth in the By-Laws are adhered to.

20. These Rules and Regulations are in addition to the provisions of the Palm Coast Commercial/Industrial Center Condominium Declaration and do not circumvent any provisions of said Condominium Declaration.<sup>i</sup>

<sup>i</sup> Rules and Regulations adopted by the Board of Directors June 29, 2010. This document supercedes all previous Rules and Regulations