

COASTAL CREEK CONDOMINIUM ASSOCIATION, INC.

FIRST AMENDED RULES AND REGULATIONS

1. General.

- (a) All definitions contained in the Declaration of Condominium are adopted and such defined terms are intended to have the same meaning when used in these rules. For purposes of these Rules and Regulations, several words are defined for clarification.
 - (i) An Owner is one who has purchased a unit. This includes members of the purchaser's immediate family who reside in the unit.
 - (ii) A Resident is one who is residing in the unit, whether or not he is an Owner.
 - (iii) A Guest is one who is visiting a resident on an overnight or longer basis.
 - (iv) A Tenant is one who has been approved to rent or lease a unit from an Owner.
 - (v) A Visitor is one who is invited or drops in for a brief visit.
- (b) The Board of Directors of the Association, or the managing agent at the direction of the Board of Directors, will be responsible for implementing and enforcing these Rules and Regulations, and it is expected that all Owners, Residents, Guests, and Visitors will cooperate fully. The Board of Directors shall have the authority to interpret these Rules and their determination shall be controlling.
- (c) The Board of Directors may delegate some or all its rights, privileges, or responsibilities under these Rules to the management company with which the Association has contracted to manage the Condominium, including without limitation, the interpretation, implementation and enforcement of these Rules.
- (d) Any consent or approval given under these Rules by the Association or the manager shall be revocable at any time by the Board of Directors.
- (e) The Board of Directors may from time to time establish fines for violations of these Rules and impose fines against Owners and Tenants, subject to the limitations and in accordance with the procedures set forth in the By-Laws of the Association. All fines shall be uniformly enforced against all Owners and Residents in accordance with the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association (collectively the "Governing Documents"). If any fine has not been paid within ten (10) days after written notification to the resident and the Owner of the Unit (if the Owner is not in residence) the Board of Directors may take enforcement actions against the Owner and/or the resident, in accordance with the Governing Documents.

For each non-compliance or violation, the Board of Directors may impose a fine not in excess of One Hundred Dollars (\$100.00). However, every day a non-compliance or violation is allowed to exist may be deemed another violation, provided that no fine shall in the aggregate exceed One Thousand Dollars (\$1000.00). The Board of Directors may from time to time change the amount of the fines and the violations subject to fines.

2. **Use of Common Facilities.** The comforts and facilities of the Condominium are primarily for the use of Residents. Owners will be responsible for the actions of their Tenants, Guests and Visitors, and must be mindful of the rights of other Residents. The Association acting through its managing agent, has the sole authority to operate and maintain the Common Elements of the Condominium and to regulate the use of the Common Elements. Individual Owners or other Residents of the Condominium do not have the authority to waive or modify any requirements of the Governing Documents or these Rules or to permit the use of the common facilities in violation of the Governing Documents or these Rules. The Declarant has the right to use portions of the Common Elements without charge for the development of the Condominium and the sale of Units for so long as Declarant holds Units for sale in the ordinary course of business.
3. **Units.**
- (a) It is prohibited to hang towels, laundry, rugs, or other items, from the windows, porches, balconies, patios, breezeways, trees, or from any of the facades of the condominium buildings. No awnings or window guards shall be used without the prior written approval of the Board of Directors. The foregoing does not prohibit a resident from displaying one removable United States flag in a respectful manner.
 - (b) Balconies, patios and porches may not be used for storage. Except for porch furniture, potted plants and other items specifically approved by the Board, no other objects shall be left on a porch, patio or balcony when not in actual use, including without limitation children's toys, bicycles, seasonal decorations and dead or dying potted plants. All furniture and other objects shall be removed from balconies, porches and patios during severe weather warnings and other periods of high winds. It is prohibited to feed birds, squirrels or other animals from the patios or balconies.
 - (c) The exterior of the Units, including the doors, porches, balconies and patios shall not be painted, decorated, enclosed or modified in any manner including the installation of carpeting or any form of flooring without prior written approval of the Board of Directors in accordance with the provisions of the Governing Documents. No drilling, nailing or other penetration of the exterior walls of the building, including the porch and patio wall, is permitted. No wiring for electrical or telephone equipment and no installation of any type of television antennae, satellite receiving dish, air conditioning units or other similar or dissimilar equipment shall be attached or affixed on the exterior of the buildings or installed through the **walls or roof of the building** except as authorized by the Board of Directors. It is permissible to place an antenna or satellite receiving dish on a tripod or other stand on a balcony or patio, provided that it is located entirely within the patio or balcony railings, does not protrude beyond the patio or balcony, and is in accordance with all federal, state and local rules and regulations.
 - (d) Grilling, barbecuing and other forms of **cooking (flame or fire) are not permitted** on balconies, porches or patios as in accordance with state rules and regulations. No hibachi, grill, BBQ (**propane, charcoal or electric**) pits or other similar devices used for cooking shall be stored on a balcony, porch or patio as in accordance with state rules and regulations.

- (e) Waterbeds shall not be permitted in any Unit located above another Unit or above a basement or garage area.
- (f) Unit Owners are required to obtain regular pest control services for his or her Unit at the sole cost and expense for the Unit Owner and provide notice of the same to the Association by furnishing to the Association a copy of the written contract for such services. If the Association determines that the Unit Owner has failed to obtain such services, the Association and the Association's pest control company may enter into any Unit upon reasonable notice and during reasonable hours to perform the necessary pest control services that the Unit Owner failed to perform. All costs of such services which are the responsibility of the Unit Owner plus twenty percent (20%) shall be the personal financial obligation of the Unit Owner, and the Association shall have all remedies available at law or equity to enforce the reimbursement obligation of the Unit Owner.
- (g) Failure of Unit Owner to Repair. The Association may enter into any Unit up reasonable notice and during reasonable hours to inspect the Unit, if needed, to perform maintenance, repair or alterations necessary to prevent damage to the Common Elements or to another Unit or Units, or to perform those maintenance responsibilities of the Unit Owner which the Unit Owner, after reasonable notice, has failed to perform. All costs of such repairs or maintenance which are the responsibility of the Unit Owner plus twenty percent (20%) shall be the personal financial obligation of the Unit Owner, and the Association shall have all remedies available at law or equity to enforce the reimbursement obligation of the Unit Owner.
- (h) Interior Flooring. Except as to flooring initially installed by Declarant and except as provided in this subsection, all Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding except carpeting is not required in entry, foyers, kitchens, bathrooms, or laundry rooms. An Owner who desires to install, in place or carpeting, any hard surface floor covering (e.g. marble, slate, ceramic tile, wood or parquet) also shall install a sound absorbent underlayment of such kind and quality as approved by the Association from time to time, or equivalent or superior to sound insulation material, installed in accordance with the regulations issued by the association as amended from time to time. The Owner must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all of the other remedies provide in these rules and regulations, require the Unit Owner to cover all such hard surface flooring with carpeting or require the removal of such had surface flooring at the expense of the offending Unit Owner.

4. **Nuisances and Disturbances.**

- (a) No Owner, Resident, Guest or Visitor shall use or allow the use of the Unit or any portion of the common areas at any time or for any purpose which may endanger the health or safety of Owners or Residents or which may unreasonably annoy, disturb, cause embarrassment or discomfort to other Owners or Residents. No noxious, offensive, lewd, illegal, or indecent activity shall be carried on in any Unit or in the

Common Elements, nor shall anything be done therein, either willfully or negligently, that may be or may become an annoyance or nuisance to the other Unit Owners or Residents, or that may be injurious to the reputation of the Condominium Property. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance or cause the cancellation of insurance on the buildings or contents thereof without the prior written consent of the Board of Directors.

- (b) No one shall cause or make noises disturbing to Residents, including the use of audio-video equipment at volume levels that, in the sole discretion of the Board of Directors, are disturbing to persons with normal hearing and sensibilities or that interfere with the rights, comfort or convenience of the other Residents. This applies to each Unit and the Common Elements, including, without limitation, the pool area. It is prohibited to use the audio equipment in any motor vehicle located on the Condominium Property at volume levels that can be heard outside of the vehicle by a person with normal hearing and sensibilities.
- (c) The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited, except by law enforcement officers in the performance of law enforcement duties. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

5. **Pool and Clubhouse Areas.** The swimming pool is for the use of Owners, Residents, Guests and Visitors.

- (a) The hours of operation for the pool are subject to the approval of the Board of Directors and such hours shall be placed on the exterior of the pool area. Loud pool parties after hours are subject to fines.
- (b) The Board of Directors by majority vote shall have the authority to adjust the hours of operation.
- (c) Owners may reserve the pool area for private parties. Reservations may be made with the management company on a "first-come, first-served" basis. The Board may designate certain times for general use when no reservations are permitted. The Board may require a refundable damage deposit which charges for damages, if any, shall be deducted from this deposit and returned to the owner. Parking for such private parties shall be subject to paragraph 13.
- (d) To reserve the Clubhouse for an event, The Application, plus deposit and rental fee must be received by Community Management Concepts of Jacksonville, Inc. at least ten (10) days prior to your function. The pool, gym and marina are NOT part of the rental. All guests must park outside the gate.

Clubhouse may not be reserved for a time period of more than four (4) hrs.

Clubhouse may not be reserved on major holidays, such as Thanksgiving Day, Christmas Eve or Christmas Day, Easter Sunday etc.

Clubhouse may not be used for any commercial purpose.

Clubhouse must be vacated by 11:00 pm

Two separate checks must be sent and made payable to Coastal Creek Condominium Assoc., Inc. Your function will NOT be confirmed until we have received your completed form and all checks:

Submit one check in the amount of \$500 for damage deposit, which shall be returned upon inspection of the Clubhouse to ensure that all trash has been removed. Clubhouse bathrooms, kitchen, oven, refrigerators, microwave, grill and common areas are cleaned and undamaged. Submit one check in the amount of \$100.00 for the rental Application, together, with \$95.00 for Janitorial fees. The total amount is \$195.00. This amount (\$195.00) is non-refundable.

The Board of Directors duly adopts the following Pool Rules and Regulations:

NO LIFEGUARD ON DUTY- USE POOL AT YOU OWN RISK

1. Pool Capacity 15 persons
 2. Pool Hours: Dawn to Dusk
 3. No Running, Rough Play or Diving In or Around Pool
 4. No Pets In Pool or On Pool Deck
 5. Keep Voices at Reasonable Level
 6. No Glass, Alcohol Permitted. **No Food allowed in the pool ever.**
 7. No Smoking In Pool or On Pool Deck
 8. Pool Area for Residents and Their Guests Only
 9. Children Under 12 Must Be Accompanied By an Adult
6. **Signs.** Except as may be required by law or as authorized by the Governing Documents, no one shall post any signs, advertisements, or posters of any kind in the Common Areas of the Condominium, including mail kiosks, or on the windows, porches, or other areas of a Unit that are visible from the exterior of the buildings. "For Sale" and "For Rent" signs that are visible from the exterior of the Unit shall not be permitted. The Board may, but is not required to designate authorized bulletin boards or display areas for certain types and sizes of signs.
7. **Access.**
- (a) Driveways, parking lots, sidewalks, entrances, stairways, and passageways shall not be in any manner obstructed or used for any purpose other than access to and from the Units and the Common Elements. Bicycles or other objects may not be stored in hallways or stairways. Any items or objects stored in hallways or stairways that are in violation of these Regulations may be removed by the Association. Any damage to the Common Elements or any equipment located thereon caused by an Owner, his children, Guests, Visitors, or Tenants shall be repaired at the expense of the Owner if not covered by insurance.
 - (b) The Association has the right of access to all Units for the purposes permitted under the Governing Documents. Except in an emergency, entry will be made only by prearrangement with the Resident. All Residents shall provide to the Association's managing agent a copy of the key or keys necessary to gain access to the Unit.

8. **Storage.** No part of the Common Elements shall be used for storage of any materials, vehicles, or any other items, except in areas designated in the Governing Documents or by the Board of Directors or as set forth in paragraph 3 herein. No inflammable oils or fluids, explosives or other articles deemed hazardous shall be stored on the premises.
9. **Refuse.** All trash, garbage and other refuse shall be placed in refuse disposal containers located in areas designated by the Board of Directors. Trash may not be left in hallways, breezeways, porches, or patios. If trash is not removed immediately upon written or verbal notice, fines may be imposed. Individual trash containers must be kept within the Condominium Unit and may not be stored on porches, patios or balconies.
10. **Children.** Residents shall be responsible for the actions of their children and for any damage to the Common Elements caused by their children or the children of their Guests or Visitors. Parents will be subject to fines for violations, including noise violations. A responsible person over the age of eighteen (18) must accompany children under the age of twelve (12) when using the pool. The Board of Directors may establish additional regulations regarding the use of the Common Facilities by children, including by way of example, prohibiting children from using Common Facilities during certain time periods.
11. **Rentals and Guests.** Leasing of the Unit by the owner shall be permitted under the following terms and conditions:
 - (a) Only entire Units may be leased. Only Units that are subject to an approved lease may be leased. No rooms may be rented and no transients may be lodged in a Unit. Occupancy by Tenants is restricted to two (2) persons times the number of bedrooms in the unit. The minimum lease term for the leasing of a Unit is seven (7) months.
 - (b) The Unit Owner and the Tenant will be jointly and severally liable for any damages to the Condominium Property or any loss, liability or obligation incurred by the Association caused by the Tenant or the Tenant's Guests. The Tenant may be required to post a security deposit with the Association in an amount not greater than one (1) month's rent to secure reimbursement for damages caused by the Tenant or the Tenant's Guests or to pay fines for violations by the Tenant or the Tenant's Guests. This security deposit is in addition to any deposit required by the Unit Owner.
 - (c) The Association has the right to require evidence that the proposed Tenant meets minimum Tenant qualification requirements as may be set forth in the Association's Regulations, as amended from time to time. If the proposed Tenant does not provide such evidence, the Association may disapprove the Tenant and the lease shall not be entered into. Approval of a Tenant shall not be unreasonably withheld by the Association.
 - (d) All leases must be on forms approved by the Association and shall provide that the Association shall have the right to impose fines on the Tenant and the Owner for material violations of or failure to comply with the Governing Documents or any laws or regulations affecting the Condominium. The Association may maintain an approved lease form to provide to Owners. Any cost incurred for reviewing any leases other than

the Associations approved lease form shall be paid by the Unit Owner or Tenant prior to the Associations approval of the lease. Prior to occupancy by the Tenant, the Owner or Tenant must notify the Association of the name and expected occupancy date of the Tenant and provide the required security deposit. A fully executed copy of the lease must also be provided to the Association. **Lease extension must be provided annually.**

- (e) **Rental Application Lease Packages will also include the Addendum for Oates Energy. Lease packages without the completed Oates Energy Addendum will not be approved. Only full packages will be considered. Application Standards, fees and fines are as follows:**

“All owners must register tenants with Coastal Creek Condominium Association no less than ten (10) working days prior to move in. Please complete all applicable sections of this New Resident/Tenant package and return to the community manager. The package must be submitted and approved in writing by the association PRIOR to the tenant occupying the property. Completed New Resident/Tenant Package should be accompanied by a copy of the executed lease agreement and a \$100 processing fee. A disregard for the requirements above will result in the owner being fined \$100 and accrue of \$25.00 per day thereafter to a maximum of \$1,000.00.”

12. **Pets.** No pets or animals shall be kept or maintained in or about the Condominium Property except only permitted dogs, cats and small caged animals, hereinafter referred to as “Pets”. Chow Chows, Pit Bulls, Doberman Pinchers, Rottweilers, Akitas, a mixed breed that is predominately one of the foregoing and other breeds or animals determined by the Board to be aggressive are not permitted. Pigs and venomous reptiles are not permitted. A conditional license to maintain two (2) Pets as defined above, in the Owners Unit is granted to Owners, subject to the following conditions and reservations.
- (a) Permitted dogs must be kept on a leash at all times while on the Common Elements and the person walking the dog must carry implements to clean up after their dogs. Pets must not be curbed near the walkways, shrubbery, gardens or other public spaces.
 - (b) An Owner is fully responsible for any damage to persons or property caused by his Pet. In an event of any damage to the Condominium Property caused by a Pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the Unit Owner shall be subject to assessment by the Association for the amount of damage.
 - (c) Aquarium fish are permitted, but are not counted in the two (2) pet limitation; provided, however, the volume of permitted aquariums shall not exceed twenty (20) gallons.
 - (d) Tenants are not permitted to have pets.

The conditional license to maintain a Pet is subject to revocation and termination at any time by the Board of Directors upon their reasonable determination that the Pet is dangerous or is a nuisance or for repeated violations, and the Pet shall be removed from the Condominium Property within seven (7) days of the Board’s written notice.

13. **Parking.**

- (a) The number of parking spaces permitted for use by Unit Owners shall be limited as follows: one (1) bedroom Units shall be limited to use of one (1) parking space; two (2)

and three (3) bedroom Units shall be limited to use of two (2) parking spaces. Such use shall be on a first-come, first-served basis. Only Waterfront Units (Units located in Building 6 and Building 7) shall be assigned reserved parking spaces (one (1) bedroom Units shall be assigned one (1) reserved parking space and two (2) and three (3) bedroom Units shall be assigned two (2) reserved parking spaces).

- (b) Only operable passenger automobiles, mini-vans or sport utility vehicles used as passenger vehicles and receiving a “car” or “passenger vehicle” classification by the Florida Department of Highway Safety and Motor Vehicles, motorcycles, pick-up trucks of one-half ton or less, mopeds and bicycles (collectively “Permitted Vehicles”) may be regularly parked within Condominium Property. No boats, trucks greater than one-half (1/2) ton capacity, all-terrain vehicles, recreational vehicles, trailers, motorhomes, campers or other non-permitted vehicles or objects (“Non-Permitted Vehicles”) shall be parked on the Condominium Property. The foregoing does not prohibit the temporary and occasional parking of service trucks, moving vans and additional vehicles of Visitors or Guests in other areas.
- (c) No Owner or any other person may repair any vehicle (including Permitted Vehicles) on the Condominium Property. The foregoing does not prohibit emergency repairs necessary to move a Permitted Vehicle.
- (d) To ensure parking of only authorized vehicles, decals or other identification may be issued to each Owner or Tenant for his/her vehicle(s), or for the vehicle(s) of his or her Guests or Visitors. If issued, such decals (or hanging passes) or other identification MUST be prominently displayed to avoid towing and/or fines. Any vehicle illegally or improperly parked may be towed in accordance with state and local rules and regulations.
- (e) All parking is restricted to paved parking areas. All vehicles MUST be parked between the painted lines. Vehicles that, by virtue of their size, cannot be accommodated entirely within the painted parking lines for a single spot are prohibited. Long term parking or storage of vehicles is prohibited, except in any parking space specifically designated by the Association for that purpose. Junk vehicles or inoperable vehicles may not be driven, towed, parked or stored anywhere on the Condominium Property.
- (f) The parking spaces reserved for use by the Marina users and their guests shall not be used by Condominium Owners or their Residents, Guests, Tenants or Visitors; provided, however, those Unit Owners who have purchased the rights to use a boat slip shall be permitted to use one (1) Marina parking space while actively using the facilities of the Marina.
- (g) Notwithstanding the foregoing, all Guests and Visitors of the Condominium must park their vehicles in off-site parking located near the entrance to the Condominium Property.
- (h) **Parking – Hanging Decals. Parking permits will be distributed according to the number of parking places as described in the Governing Documents per each unit. One (1) bedroom Units will receive either one (1) owner parking permit or one (1) tenant parking permit in addition to one (1) visitor parking permit. Two (2) and three (3) bedroom Units will receive either two (2) owner parking permits or two (2) tenant parking permits in addition to one (1) visitor pass.**

This distribution will depend on if the owner is living in the Unit or if they have tenants living in the Unit.

All parking permits will be required to be hanging in the vehicles as registered and noted on the audit forms. Vehicles will be subject to fines and towing.

If parking permits are lost, there will be a ten-dollar (\$10.00) replacement fee for each parking permit.

14. **Audit Forms.** Unit Owners will be required to complete Audit Forms regarding their individual Units concerning, updated physical addresses, mailing address, telephone numbers, email addresses and vehicle information. Unit Owners that have Tenants will also need to supply the same information for their Tenants as well. Audit may be performed on an annual basis if the Board of Directors deems it to be necessary. Owners that do not comply will be subject fines if not returned within thirty days (30) of the request.
15. **Garage Sales.** Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board.
16. **Lakes and Ponds.** All lakes or ponds located on the Condominium Property shall be used only for the intended purpose of providing stormwater and surfacewater storage and treatment facilities. No swimming or fishing is allowed. No one is permitted to feed any wildlife located on the Condominium Property, including ducks and turtles.
17. **Amendment.** These Rules and Regulations may be amended from time to time by a majority of the Board of Directors in accordance with the requirements of the By Laws, or may be amended by a majority vote of all Owners at a meeting duly called for such purpose; provided however, for so long as Declarant holds any Units for sale in the ordinary course of business, rules or regulations which are, or have the effect of being detrimental to the sale of Units by the Declarant shall require the written approval of Declarant before becoming effective. All provisions of the Rules and Regulations must be uniformly enforced against all Owners, Tenants, and Residents of the Condominium.

Coastal Creek Condominiums

Schedule of Fining Fees

1. Towels, laundry, rugs or other items may not be hung from windows, porches, balconies, patios, breezeways, trees, or any of the facades of the Condominium Buildings. (\$25.00 fine/Remove immediately)
2. Balconies, patios and porches may not be used for storage. Items that must be removed when not in use include but are not limited to, children's toys, bicycles, seasonal decorations, and dead or dying potted plants. (\$25.00 fine/Remove immediately)
3. Drilling, nailing or other penetration of the exterior walls of the buildings, including the porch and patio wall is not permitted. The exterior of the Units, including doors, porches, balconies, and patios shall not be painted, decorated, enclosed or modified in any manner without prior written approval of the Board of Directors. (\$25.00 fine/10 days or less)
4. Grills that use gas, charcoal, or open flame are prohibited. Such items may not be stored on patios, porches, or balconies. (\$50.00 fine/Remove immediately)
5. Waterbeds are prohibited in second floor Units. (\$100.00 fine/10 days or less)
6. Noises disturbing to other persons with normal hearing and sensibilities or that interfere with the rights, comfort, or convenience of the other residents are prohibited. (\$25.00 fine/Cease immediately)
7. No one shall post any signs, advertisements, or posters of any kind in the common areas, including mail kiosks, or on the windows, porches, or other areas of a Unit that are visible from the exterior of the buildings, including "For Sale" and "For Rent" signs. (\$25.00 fine/Remove immediately)
8. Parking lots, sidewalks, entrances, stairways, and passageways shall not be obstructed. Bicycles or other objects may not be stored in hallways or stairways. (\$25.00 fine/Remove immediately)
9. Common Elements shall not be used for storage of any materials, vehicles, or other items. Flammable oils or fluids, explosive or other articles deemed hazardous shall not be stored on the premises. (\$50.00 fine/Remove immediately)
10. All trash, garbage, and other refuse shall be placed in refuse disposal containers located in areas designated by the Board of Directors. Trash may not be left in breezeways, porches, or patios. Individual trash containers must be kept within the condominium unit and not on porches, patios or balconies. (\$50.00 fine/Remove immediately)
11. Dogs must be kept on a leash at all times while on the Common Elements. Persons walking the dog must clean up after their dogs. Pets must not be curbed near the walkways, shrubbery, gardens or other public spaces. (\$50.00 fine/Remove immediately)