

**NOTICE OF RECORDING**  
**RULES AND REGULATIONS**  
**OF**  
**ISLAND CROWNE CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium of Island Crowne Condominium was recorded in Official Records Book 6121, Page 3379, Public Records of Volusia County, Florida; and

**WHEREAS**, the Board of Directors of Island Crowne Condominium Association, Inc. has elected to record in the Public Records of Volusia County, Florida the attached Rules and Regulations of the Association;

**NOW THEREFORE**, Notice is hereby provided of the recordation of the Rules and Regulations of Island Crowne Condominium.

Dated: November 22, 2013.

Island Crowne Condominium  
Association, Inc.

Attest: Anne Evans  
Anne Evans, Secretary

By: Darrel Fox  
Darrel Fox, President

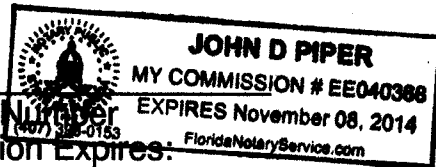
STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of November, 2013, by **Darrel Fox**, President and **Anne Evans**, Secretary of Island Crowne Condominium Association, Inc., who  are personally known to me or  have provided \_\_\_\_\_ as identification.

Notary Public  
Title or Rank

John D. Piper  
Notary Signature

Commission Expires:  
My Commission Expires:



John D. Piper  
Notary Printed Name

## RULES AND REGULATIONS OF ISLAND CROWNE CONDOMINIUM

The following Rules and Regulations of Island Crowne Condominium (the "Condominium") have been adopted by the Board of Directors of Island Crowne Condominium Association, Inc. (the "Association") and the Condominium's developer, Island Crowne Developers, LC, pursuant to the Declaration of Condominium (the "Declaration"). As used herein, all defined terms shall have the same meanings ascribed to them in the Declaration.

1. **Enforcement.** All violations of these rules and regulations shall be reported to an officer or director of the Association, or the Association's management agent. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board, whose interpretation of these rules and whose remedial action shall be dispositive. In the event that any person or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed \$50 for each violation, shall be collected by the Association and shall become a part of the funds of the Association. Such fine shall not be levied until the owner (and, if applicable, the owner's lessee, licensee or invitee) has been given reasonable notice and an opportunity for a hearing. Nothing herein shall be construed to prohibit the Board from bringing an action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fine. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations.

2. **Use of the Common Elements.** The Common Elements are intended for the nonexclusive use of Unit owners and their immediate families, lessees, resident house guests and guests accompanied by a member, and no other person shall be permitted to use the Common Elements unless accompanied by a Unit owner or a member of his or her immediate family, without prior written consent of the Association.

3. **Noise.** All noise, including, without limitation, talking, singing, television, radio, recorded music, or musical instrument, shall be kept at such volume level that the noise is not audible outside of the boundaries of the unit in which it originates. Without limiting the generality of the foregoing statement, no audio speakers, appliances or other apparatus shall be attached to or inserted in any part of the Condominium building which would cause a noticeable vibration or noise in any other Unit.

4. **Children.** Children shall not play in the Common Elements of the Condominium except under reasonable supervision by a responsible adult.

5. **Pets.** No animals of any kind shall be kept in a Unit or allowed upon Condominium property except for (i) small domestic animals such as birds, fish, turtles, hamsters and the like which are either caged or kept in terrariums or aquariums, and (ii) a maximum of two (2) cats or dogs per Unit. Pets shall be leashed or otherwise appropriately restrained at all times when

outside of their Units on or about the Condominium property. No guest of a Unit owner shall bring any animal upon Condominium property, except guide animals for the visually impaired. Unit owners maintaining pets on Condominium property shall be responsible for and shall bear the expense of any damage to person or property resulting therefrom. The extent of any such damage and the charges necessary to rectify the damage shall be determined by the Board and collected by the Association. Pets shall be walked only in designated areas.

6. **Obstructions.** There shall be no obstruction or cluttering of Condominium property, including, without limitation, the recreational areas, sidewalks, driveways, automobile parking spaces, lawns, entrances, elevators, stairways, patios, courts or vestibules, or other Common Elements or areas. This shall not be construed as prohibiting the placement of door mats and flower pots, and the temporary placement of personal items such as galoshes, umbrellas, beach shoes and the like, in the immediate vicinity of Unit front doors, provided such items do not unreasonably obstruct the access of other Unit owners and their guests.

7. **Destruction of Property.** There shall be no marking, marring, damaging, destroying or defacing of any part of any Condominium property. Unit owners shall be held responsible for, and shall bear any expense of such damage caused by the Unit owner, his family, guests, lessees and/or invitees.

8. **Hurricane Shutters.** Upon issuance of hurricane warnings, standard hurricane shutters or panels, as approved by the Board, may be used, provided that such shutters shall be removed promptly when hurricane conditions have abated.

9. **Balconies, Windows, Covered Walkways and Doors.** Nothing shall be dropped, thrown, swept, or otherwise expelled from any window, door, balcony or covered walkway. No plants, pots, receptacles or other decorative articles shall be placed on or hung from any railing or ledge. All loose or movable objects shall be removed from balconies or covered walkways upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. The linings, backing or other portion any window treatments or coverings such as curtains, shutters, venetian blinds, and the like which are visible from the exterior of the Condominium through its windows, glass doors or other transparent exterior surfaces shall be solid white or off-white in color. For purposes of assessing fines for the violation of this rule, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied.

10. **Damage to Common Elements.** Unit owners shall be responsible for, and shall bear any expense of, any damage to Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.

11. **Refuse.** All refuse, waste, bottles, cans, newspapers, magazines and garbage shall be placed in tied or sealed bags, or otherwise appropriately containerized, and deposited in the receptacles provided therefor. No glass, ceramic or other breakable items, no unsealed liquids, no soil, and no volatile substances shall be placed in the trash chute. Fish and shellfish scraps shall be wrapped, refrigerated or frozen, and placed in the trash chute only on the morning of

scheduled garbage pickups. If a recycling program is adopted by the provider of refuse services, all Unit owners and their guests shall comply with the recycling program.

12. **Occupancy.** No Unit shall be used for any purpose other than as a single-family residence. For this purpose, the term "single-family" shall mean not more than six (6) persons unrelated by blood or marriage, and in no event more than (i) twelve (12) persons in total as to three-bedroom Units, (ii) sixteen (16) persons in total as to four-bedroom Units, and (iii) twenty (20) persons in total as to five-bedroom Units. Except for Units owned by the developer of the Condominium, no Unit shall be leased or rented for a term of less than one (1) month. No person under twenty-one (21) years of age shall occupy a Unit unless an adult over the age of 21 or the Unit owner is also in residence.

13. **Signs.** No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony or covered walkway without the express prior written consent of the Association.

14. **Keys.** The Association shall have the right to maintain a key to each Unit in the Condominium. If the Association chooses to do so, no Unit owner shall change existing locks or install additional locks unless duplicate keys therefor are provided to the Association.

15. **Parking, etc.** Unauthorized parking shall include:

A. Vehicles parked so as to impede ingress to or egress from other parking spaces, drives, roads, or building entryways.

B. Parking of boats, trailers, campers, trucks or other oversized vehicles without the consent of the Association.

C. Parking in enclosed Garage Spaces without the consent of the owner entitled to use same.

Except in the event of emergency, no vehicle maintenance or repairs shall be performed on Condominium property. No vehicles shall be washed, polished and/or waxed on Condominium property except in the specific area(s), if any, that may from time to time be designated by the Board for such activity.

16. **Swimming Pools, etc.** The rights to use the swimming pools and other recreational facilities are conditioned upon compliance with the following rules:

A. Swimming is permitted only from 8:00 a.m. to 10:00 p.m.

B. Children under twelve (12) years of age must be accompanied by a responsible adult swimmer.

C. All persons using the swimming pools and spas do so at their own risk.

- D. All persons must shower thoroughly before entering the pools or spas.
- E. No floats, balls, toys or other objects, except swimming aids attached to the swimmer, are permitted in or around the pools.
- F. No pets shall be permitted in the swimming pools or the pool areas.
- G. No running shall be permitted in the pool areas.
- H. No food or beverages shall be consumed within the pools or the spas, and no breakable objects or containers such as glass or ceramic shall be brought within the pool areas. If an Owner or guest consumes food or beverages while within the pool areas (but not within the pools or spas), such person (and ultimately, the Owner involved) shall be responsible for properly removing and disposing of all litter, food, beverages and containers, and cleaning any spills, scraps or crumbs, that may result.
- I. Persons using suntan oil, lotion or any other similar substance shall not use poolside furniture unless such furniture is completely covered by a towel of other protective material.

**17. Exercise Facilities and Equipment.** The right to use the exercise facilities and equipment of the Association are conditioned upon compliance with the following rules:

- A. All persons using the exercise facilities and equipment do so at their own risk. Unit owners are responsible for the compliance of their family members and guests with these rules.
- B. Children under 16 years of age must be accompanied by an adult at all times.
- C. Exercise equipment should be reset or turned off, if applicable, and all weights and other training devices should be replaced in their original position, when no longer in use.
- D. No food or beverages are allowed in the exercise room, except water or sports drinks.
- E. If others are waiting, please limit your use of the exercise equipment accordingly, and take turns or allow others to "work in."
- F. Appropriate workout attire should be worn; no "cutoff" shorts or sandals are permitted.
- G. Do not drop weights on the floor or otherwise misuse the exercise equipment; all equipment should be wiped down after each use.

H. No loud noises, swearing or grunting are allowed in the exercise room; television and music may be played at moderate levels, with selections on a first-come, first-served basis.

I. Waste paper, clothing and towels should be removed from the exercise room and disposed of appropriately.

**18. Compliance with Documents.** All Unit owners, and every lessee, guest or visitor of a Unit owner, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declarations of Condominium, the Articles of Incorporation and the Bylaws.

**19. Rule Changes.** The Board, with the approval of the Condominium Unit owners as provided in the Declaration, reserve the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the Condominium and its occupants, to promote the cleanliness and good order of the Condominium and to assure the comfort and convenience of the Unit owners.