

OCEAN TERRACE VILLAS II CONDOMINIUM

RULES AND REGULATIONS

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-for-
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PURSUANT to the authority vested in the Board of Directors of OCEAN TERRACE VILLAS II CONDOMINIUM ASSOCIATION, INC. (the "Association"), the following rules and regulations of Ocean Terrace Villas II Condominium (the "Condominium") have been adopted by the Board of Directors of the Association (the "Board") to govern the use of the Condominium Property (the "Condominium Property") as defined in the Declaration of Condominium.

1. ENFORCEMENT. All violations of these rules and regulations shall be reported immediately to a member of the Board, an Association officer and/or the management agent. The Board's determination shall be dispositive in the event of any disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these rules. In the event that any person, firm or entity subject to these rules and regulations, fails to abide by them, as they are interpreted by the Board, such person, firm or entity shall be liable to be fined by the Association for each such failure to comply. Such fine, which shall not exceed \$100.00 (or the maximum amount permitted under the Condominium Act) for each violation (provided however, a fine may be levied on the basis of each day of a continuing violation, for a total amount not to exceed \$1,000.00 or the maximum set forth in the Condominium Act) shall be collected by the Association and shall become part of the Common Surplus of the Condominium, all as more fully set forth in the Bylaws of the Association. If the Board deems it necessary, it may bring action at law or in equity in the name of the Association to enforce these rules and regulations, including any provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall, in addition, 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 of the Condominium are for the exclusive use of the Unit Owners, and their immediate families, permitted lessees, resident house guests and guests, and no other person shall be permitted to use the Common Elements of the Condominium. There shall be no storage or parking of baby carriages, playpens, bicycles, wagons, or toys on any part of the Common Elements. Such personal property must be stored within the Units or Limited Common Elements. Subject to federal regulations, no antenna or satellite dish may be affixed to the Common Elements or Limited Common Elements, without approval of the Board of Directors.

3. DAMAGE TO COMMON ELEMENTS. Unit Owners shall be responsible for, and shall bear any expense of, any damage to the Common Elements caused by moving to or removing from their Unit household furnishing or other objects, or caused by any other deliveries to or from Units by their invitees, or any damage to the Common Elements or Limited Common Elements caused by acts or omissions of the Unit Owners or their invitees, agents or employees.

4. NOISE. All noise, including without limitation, talking, singing, television, radio, record player, tape recorder, DVD player, 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.

5. OBSTRUCTIONS. There shall be no obstruction or cluttering of the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, stairways, decks, balconies or vestibules, or other Common Elements or areas.

6. DESTRUCTION OF PROPERTY. There shall be no marking, marring, damaging, destroying, or defacing any part of the Condominium Property. Units 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.

7. BALCONIES, WINDOWS, AND DOORS. Nothing shall be dropped, thrown, swept, or otherwise expelled from any window, door, or balcony. All loose or movable objects shall be removed from balconies upon notice of an approaching hurricane or other inclement weather characterized by condition of high wind. Balconies, windows, and doors shall not be altered from the condition in which originally constructed, including without limitation alteration by painting, screening, or installation of reflective materials, unless pursuant to the Declaration of Condominium, Articles of Incorporation and Bylaws of the Association.

8. GUESTS. No person under twenty-one (21) years of age shall occupy a Unit unless accompanied by a person over the age of twenty-one (21).

9. REFUSE. All refuse, waste, bottles, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefor by the City of Jacksonville Beach, FL.

10. SIGNS. No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any balcony, window or door, except as may be installed by OCEAN TERRACE VILLAS II CONDOMINIUM, or its designees during the marketing of the Condominium.

11. ACCESS DEVICES OR CODES. The Association shall at all times have access to each Unit in the Condominium. No Unit Owner shall change existing access devices or codes or install additional locks unless the Association is given access thereto.

12. PARKING. No vehicles shall be parked so as to impede ingress to or egress from other parking spaces, drives, roads, or building entryways. No boats, trailers, campers, commercial trucks, recreational vehicles, or oversized vehicles may be parked on Condominium Property, except as specifically approved by the Association. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Developer or the Association.

Except in the event of an emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles in a state of disrepair or unlicensed vehicles or boats may be stored or repaired on the Condominium Property.

13. LAUNDRY. No laundry, clothing or other material shall be hung or displayed on the balcony of any Unit or within a Unit in a manner which is visible from the outside.

14. COMPLIANCE WITH DOCUMENTS. All members, and every lessee, guest or visitor or a member, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the Bylaws of the Association.

15. PETS. Unit Owners are granted a license to maintain not more than a total of two (2) pets, which must be either cats or dogs. Pets such as birds, fish, turtles, or hamsters, which are kept wholly within the Unit may be maintained; provided, however, if such pets are a nuisance the Board may require their removal. This license shall be revocable by the Board at any time. Pets shall be leashed and restrained at all times when on or about the Condominium Property. Owners shall pick up and dispose of all animal waste. The Board may from time to time adopt rules and regulations restricting or permitting pets on the Condominium Property including, without limitation, limiting the size and weight of dogs and/or cats to be permitted on the Condominium Property and creating rules with respect to waste disposal. No guest, lessee or invitee shall bring any animal upon the Condominium Property without the Association's approval. Owners shall be responsible for, and shall bear the expense of, any damage to person or property resulting from their pets' actions. The Board's determination in such matters shall be final and the cost of repairing such damage shall be assessed by the Board and collected by the Association.

16. RULE CHANGES. The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations, from time to time, as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order for the Condominium Property and to assure the comfort and convenience of Unit Owners.