

**AMENDED AND RESTATED  
RULES AND REGULATIONS OF  
THE COTTAGES AT ATLANTIC BEACH  
OWNERS ASSOCIATION, INC.**

The following amended and restated rules and regulations of The Cottages at Atlantic Beach, a condominium association, have been adopted by the Association's Board of Directors. The defined terms used herein shall have the same meaning as ascribed to them in the Declaration of Condominium of The Cottages at Atlantic Beach.

**Section 1. Enforcement.**

Every Owner shall be provided with a copy of these rules and regulations. Every Occupant, including family members, guests and employees, shall comply with the rules and regulations set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws, and Articles of Incorporation of the Association, as amended from time to time. All violations of these rules and regulations shall be reported immediately to a member of the Board of Directors and/or the Association's management company.

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 of Directors of the Association, whose interpretation of these rules and regulations and/or whose remedial action shall be dispositive. If any person, firm, or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations.

The Association shall give notice to each such person, firm or entity of the alleged violation and shall afford the party an opportunity for hearing before the Board of Directors of the Association. Such notice shall contain:

- (a) a statement of the date, time, and place of the hearing, which date shall be at least fourteen (14) days after delivery of the notice;
- (b) a statement of the provisions of the Declaration, Articles, Bylaws, or these rules and regulations which have allegedly been violated; and
- (c) a statement of the matters asserted by the Association.

If the Board of Directors of the Association deems it necessary, it may bring an action at law or in equity, in the name of the Association, to enforce these rules and

regulations, including the provision herein for fines. The Association shall in addition be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations. If the declaration or bylaws so provide, the Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the Association bylaws, or reasonable rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied Units.

**Section 2. Use of the common elements.**

- (a) The Common Elements of the Condominium are for the exclusive use of Association members and their immediate families, lessees, and guests accompanied by a member, and no other person shall be permitted to use the Common Elements of the Condominium unless accompanied by an Association member or a member of his immediate family, without the prior written consent or the authorization of the Association.
- (b) Owners shall notify a member of the Board and/or other Unit Owners regarding the arrival and departure of guests or family members who have permission to use a Unit in the Owner's absence.

**Section 3. Rules regarding leasing or renting of individual Units.**

- (a) No lease shall be for a term of less than one (1) year.
- (b) Entire Unit must be leased, and lease shall not be for any portion of that Unit. No tenant shall rent or lease any part of the Unit to any person not named in the lease or rental agreement. Failure to abide by this rule is reason for immediate eviction.
- (c) No lease shall permit occupancy for any Unit by more than four (4) persons in any one Unit.
- (d) Association may require the Unit Owner to terminate any lease upon reasonable cause, and all leases shall so provide.
- (e) All leases shall obligate the Tenant to abide by the condominium documents and these rules and regulations.

- (f) Owners opting to lease their Units should be familiar with the laws of the State of Florida regarding Landlord's obligations, including procuring of proper license, collection of sales tax, safety equipment for Unit leased, etc., and are solely responsible for compliance with said laws.

Rules Violation: After three (3) warnings have been given to renter for the same violation, if the situation persists, notification will be sent to Owner and rental agent of the Unit and eviction proceedings will begin.

#### **Section 4. Noise.**

- (a) No Unit Owner shall make or permit any disturbing noises on the Condominium Property to be made by itself or their family, employees, agents, visitors, and licensees, or permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners.
- (b) No Unit Owner shall engage in, or permit guests or employees to be engaged in, the extended "revving" of loud motorcycles or other loud vehicles on the Condominium Property.
- (c) No Unit Owner shall play or permit to be played any musical instrument, or 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 residents.
- (d) No Unit Owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
- (e) No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
- (f) Contractor-generated noise shall be limited to the hours between 8:00 a.m. and 6:00 p.m., except for emergency repairs.

#### **Section 5. Pets.**

Permission to maintain two (2) domesticated pets is granted to each Owner subject to the following conditions and reservations:

- (a) The Board of Directors will allow the Owner (regardless of the number of joint Owners) of each Unit to maintain two (2) household pets in their Unit, limited to dogs, cats, birds, or other small household pets of a fully domesticated and tame species, provided the pet is not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance. Exotic

animals that may be dangerous or harmful to persons are not considered household pets. Any Owner seeking to maintain more than two (2) household pets must seek the Board's approval for such an exception.

- (b) Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately.
- (c) Dogs must be leashed at all times when outside a Unit.
- (d) Pets may not be kept in any patio or balcony areas when the Owner is not in the Unit.
- (e) Owner assumes full responsibility for any damage to persons or property caused by his or her pet(s).
- (f) Violation of the provisions of this paragraph, or a determination in the sole discretion of the Association that a pet is vicious or a nuisance, shall entitle the Association to all of its rights and remedies provided herein, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be immediately and permanently removed from the Condominium Property.

**Section 6. Obstructions.**

- (a) The sidewalks, driveways, parking spaces, lawns, entrances, passages, vestibules, and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress and egress to and from Condominium Property; nor shall any carts, carriages, chairs, tables, or any other objects be stored therein or thereon.
- (b) The personal property of Unit Owners must be stored in their respective Unit. No structure of a temporary character, nor trailer, tent, mobile home, or recreational vehicle shall be permitted on Condominium Property at any time or used on Condominium Property at any time as a residence either temporarily or permanently. A small storage shed may be placed behind a Unit providing 1) it is a temporary, removeable structure, 2) its size and design are approved in advance in writing by the Board, and 3) its presence will not hinder the work of the Association's landscaper or other contractors.

**Section 7. Destruction of property.**

There shall be no marking, marring, damaging, destroying, or defacing of any part of the Condominium Property. Unit Owners shall be held responsible for, and shall bear any expense of, such damage caused by said Unit Owner, their family, guests, lessees and/or invitees. Any proposed modification to a Unit that involves piercing an exterior wall of

the Condominium property, or affixing objects to such a wall, shall require the written approval of the Board.

**Section 8. Hurricane precautions.**

- (a) A Unit Owner who plans to be absent during the hurricane season must prepare their Unit for such season prior to departure, designate a responsible firm or individual to care for the Unit should the Unit suffer hurricane damage, and furnish the Association with the name(s) of such firm or individual.
- (b) Upon issuance of hurricane warnings, hurricane shutters or panels, in accordance with the hurricane shutter specifications adopted by the Board of Directors, may be used; provided, that such shutters shall be removed forthwith when hurricane conditions have abated.
- (c) All loose or movable objects shall be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather condition characterized by high winds.
- (d) The Board may, in accordance with Chapter 718, adopt additional rules and regulations regarding hurricane shutters.

**Section 9. Balconies, windows, terraces, and doors.**

- (a) No garbage cans, supplies, or other similar articles shall be placed on the balconies or landings.
- (b) No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung from any of the windows, doors, fences, balconies or patios. No Unit Owner shall permit anything to fall from a window or door of their Unit.
- (c) No cooking with propane tanks or charcoal shall be permitted on any ledge, terrace, balcony or other area, with the exception of 1) ground-level patios, and 2) other areas as may be designated by the board.
- (d) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of any portion of the Condominium Property, other than those items governed by applicable state and national laws or approved by the Board of Directors. No modifications, construction, or enclosures shall be permitted on any balcony or terrace without the express written consent of the Association.
- (e) Temporary decorations (e.g., such as decorative lighting associated with holiday

celebrations) are permitted, but must be in keeping with the visual character of the Condominium Property and shall be removed after an appropriate interval.

- (f) No exterior lighting on any balcony or terrace shall violate any rule, regulation, order or guideline established by 1) any applicable governmental, 2) any quasi-governmental body, or 3) the Association.
- (g) Personal property of Unit Owners must be stored within their respective Units. All skateboards, surfboards, floats, toys, bicycles, and any other items are to be stored within the Unit when not in use (except patio or deck furniture and plants).
- (h) No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or on the Condominium Property.
- (i) No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.
- (j) All ledges, terraces, and balconies must be maintained in a neat and orderly condition.

**Section 10. 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 into or removing from their Unit household furnishings or other objects, or by any other deliveries to or from Units by their invitees. Damage to the Association's lift station by the introduction of foreign materials into waste pipes by a Unit Owner (or their employee, guest, or visitor) shall be paid for that Unit Owner. Unit Owners are *strongly encouraged* to inform employees, guests, or visitors of this regulation.

**Section 11. Refuse and hazardous materials.**

All refuse, waste, cans, newspapers, magazines and garbage shall be deposited curbside in city-approved containers on designated city pick-up days. No flammable, combustible, or explosive fluids, chemicals, or substances shall be kept in any Unit or storage area except as may be required for normal household uses.

**Section 12. Minors.**

No persons under eighteen (18) years of age shall occupy a Unit unless a parent or the Unit Owner is also in residence.

**Section 13. Signs.**

No sign, nameplate, signal, advertisement, or illumination shall be inscribed or exposed on or at any window, exterior wall, door, balcony, or terrace without the prior express written consent of the Board of Directors. The property directly adjacent to Seminole Road (up to where the Condominium Property's pavers begin) is City of Atlantic Beach property and is therefore governed by the city's signage rules.

**Section 14. Keys and alarms.**

Unit Owners are responsible for making sure that the Association can access their Units to respond to any Unit-based emergencies that may arise during any prolonged absences on the part of the Owner (e.g., during out-of-town trips). Toward this end, Owners shall provide either the Board or the management company with contact information for a local individual who can access the Unit during the Owner's absence.

**Section 15. Vehicles and parking.**

Owners and their visitors will obey parking and other traffic regulations promulgated by the Association. Owners and tenants must park in their garages, except for visits of short duration to their Unit.

- (a) No vehicle shall be parked in such a way that impedes ingress to or egress from other parking spaces, drives roads, or building entryways. Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator.
- (b) Parking areas are solely for autos, delivery vehicles and bicycles. Motor homes, boats, and trailers are excluded from the Condominium Property, except that trailers owned by contractors actively working on a Unit may be parked in front of that Unit on a daytime-hours-basis only. Dumpsters involved in Unit renovations must be 1) positioned to as not to inconvenience other Owners, and 2) must be filled and removed as quickly as possible.
- (c) All vehicles parked within the parking space(s) must be operable. Inoperable vehicles must be removed from the premises within four (4) hours unless entirely within a garage unit.

**Section 16. Pool.**

- (a) The pool is a limited common element only for the use of Owners of Residential Units, of family and guests staying at a Residential Unit, and of invited guests of an Owner while accompanied by an Owner.

- (b) Use of pool facilities at any time is at the swimmer's own risk. Swimmers must obey rules on pool signage, including the prohibition against diving.
- (c) The Board of Directors specifically disclaims responsibility for any and all pool-related accidents.
- (d) Swimming is prohibited before 8 a.m. and after 10:30 p.m. in the summer, and hours as set by the Board of Directors in winter.
- (e) Children under twelve (12) years of age are prohibited from using the pool unless supervised and accompanied by an adult.
- (f) Pool furniture is available on a first-come, first-served basis.

**Section 17. Individual hiring of Association contractor(s).**

The Association's contractors, including its landscaper, perform services for Common Areas only. Personal work that Owners may request such a contractor to perform must be performed at the Owner's expense, and at a time when the contractor is not on the Association's payroll (i.e., after hours).

**Section 18. Rule changes.**

The Board of Directors of the Association 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 their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of Unit Owners.

**Section 19. Order of authority.**

Above rules and regulations shall in no way amend or alter the Articles of Incorporation, Declaration of Condominium, or By-Laws of the Condominium, but shall only be supplemental thereto. In the event of conflict, the order of authority shall be Declaration, Articles of Incorporation, By-Laws, and these Rules and Regulations.

*Adopted 3/27/2025  
by Board of Directors*