RULES AND REGULATIONS

OF

SOUTHPOINT OF DAYTONA

CONDOMINIUM ASSOCIATION, INC.

Pursuant to the authority vested by the Declaration of Condominium, the Board of Directors of Southpoint of Daytona Condominium Association, Inc. have duly adopted the following rules and regulations of Southpoint of Daytona as of the 2OTH day of May, 2025.

COMPLIANCE WITH DOCUMENTS:

All Owners and every tenant, guest or invitee~~,~~ shall comply with all of the terms, conditions, covenants, and restrictions contained in the Association's Declaration of Condominium, Articles of Incorporation and By-Laws, and with all rules and regulations adopted from time to time by the Association. By occupying or leasing a unit within the Association, each person agrees to be so bound, and each Owner is responsible to ensure that his or her tenant(s), guest(s) and invitee(s) comply by all governing documents of the Association.

ENFORCEMENT:

All violations of these rules and regulations shall be reported immediately to a member of the Board of Directors~~,~~ and/or the management agent. Disagreements concerning violations include, without limitation the proper interpretation and effect of these rules and regulations. Such disagreements shall be presented to and determined by the Board of Directors of the Association, whose interpretation of these rules and/or whose remedial action shall be final and binding. Any fine imposed for a violation of the Association's rules and regulations – or other governing documents – shall be imposed in accordance with the provisions of Fla. Stat. Chapter 718. If the board of Directors of the Association deems it necessary or advisable, the Association may bring action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted, and should the verdict be reduced to judgment in favor of the Association, the Association shall, in addition to any monetary judgment for fines, be entitled to recover its cost and attorney's fees incurred in enforcing these rules and regulations or other governing documents of the Association.

USE OF COMMON ELEMENTS:

Storage closets on each floor are strictly for the use of owners! Please make sure not to provide your guests or tenants with access to these storage closets. Any items placed in storage must be labeled with the owner's unit name and number.

No bicycles, e-bikes, scooters, or other similar recreational equipment may be stored in the storage closets; the storage room on the ground floor is to be used only for bikes, scooters, etc. Each unit limited to two (2) items that can be stored in the bicycle storage room. Any items placed in storage must be labeled with the owner's unit name and number. No e-bike batteries (or other rechargeable devices) may be charged in the bicycle storage room. Bicycle storage is exclusively for bicycle storage and nothing else.

The swimming pool area and Common Elements of the Condominium, as defined in the Declaration, are for the exclusive use of Unit Owners, and their immediate families, lessees, 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 immediate family, without the prior written consent of the Association.

NOISE:

All noise, including, without limitation, the sound emanating from televisions, radios, record players, tape recorders or musical instruments, shall be kept at a volume that said noise is not audible outside of the boundaries of the Unit ~~in~~ from which it originates. Talking should be maintained at normal conversational levels so as to minimize disturbances to neighboring units.

CHILDREN:

Children under age 12 shall not play on or about the Common Elements or swimming pool area unless accompanied by their parents or a responsible adult. No lifeguards or other safety personnel are present within the Association, so any use of, or access to, the Common Elements is at one's own risk, and parents assume such risk by allowing children to play on or about such Common Elements.

PETS:

No pets of any kind are permitted, except that owners shall be permitted to have a dog(s) and/or ~~one~~ a cat(s) with a combined weight of 40 lbs or less. Aquarium fish or small birds such as canaries and parakeets shall be kept in a Unit or allowed within the Association only with the prior written consent of the Board of Directors. Pets shall be leashed and restrained at all times when on or about the Common Elements. No guest, lessee or invitee shall bring any animal upon the Common Elements. Owners shall be responsible and bear the expense of any damage caused by their pets to any other person or to personal or condominium. Any such damage shall be determined by the Board of Directors in their sole discretion and the costs of repair or replacement shall be collected by the Association. Unit Owners shall be specifically responsible for cleaning up all waste left by their pets and shall immediately remove excessively noisy pets from the condominium premises. No pets whatsoever will be permitted in the swimming pool or swimming pool area for any reason whatsoever.

OBSTRUCTIONS:

There shall be no obstruction or cluttering of the Condominium property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, stairways, patios, walkways, or other Common Elements or areas. This shall not be deemed to include the temporary storage of items that are being transferred from or to condominium units or vehicles.

DESTRUCTION OF PROPERTY:

There shall be no marking, marring, damaging, destroying or defacing any part of the Condominium property. Owners shall be responsible for, and shall bear any expense of such damage or destruction caused by, said Owner, his family, guests, lessees and/or invitees.

BALCONIES, WINDOWS, AND DOORS:

Nothing shall be dropped, thrown, ~~or~~ swept or otherwise expelled from any window, door, ~~or~~ balcony or terrace. No towels, clothing or other fabric or rugs of any kind may be hung from or on any window, door, balcony or terrace. No barbeque grills are allowed on any balcony. All loose or movable objects shall be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Balconies, terraces, windows, and doors shall not be altered from the condition in which originally constructed unless otherwise required by – the Declaration of Condominium, Articles of Incorporation and By-Laws of the Association, as may be amended from time to time.

DAMAGE TO COMMON ELEMENTS:

Owners shall be responsible for, and shall bear any expense of, any damage to the Common Elements caused by moving or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units, or by their family members, tenants, guests and invitees.

REFUSE:

All refuse, waste, trash, bottles, cans, newspaper, magazines and other garbage shall be deposited in the covered sanitary containers located at the NORTH END OF THE BUILDING. Owners may be required to dispose of, and/or pay the costs of removal of, any items not properly deposited into the appropriate receptacles, whether by an Owner or his family members, tenants, guests and/or invitees.

GUESTS:

Any guest on condominium property who will be present on condominium property for more than 1 day must complete a registration form and deposit it in the appropriate box, located in the office. Such form must include information reasonably required by the Association, and must be completed and delivered within twenty-four (24) hours of arrival.

The Association assumes no liability whatsoever to verify that a guest has authorization to occupy a Unit, or that a guest otherwise vacates a Unit on the anticipated departure date.

SIGNS:

No sign, nameplate, signal, advertisement, marking, object or illumination shall be inscribed, displayed, or expose on or at any window, door, aperture, balcony or terrace without the expressed prior written consent of the Board of Directors, except as may otherwise be permitted by law.

PARKING:

Vehicles may be parked on condominium property, so long as (1) they are fully operational; (2) they have current tags; and (3) the owners of all such vehicles maintain appropriate insurance coverage. Proof of registration and insurance must be provided to the Association upon request. Vehicles that are inoperable, or which have expired tags, or which are otherwise uninsured, must be removed at the request of the Association, and may be towed at the expense of the respective owner.

Owners are limited to 2 vehicles per Unit, and each must display on its windshield a permanent parking pass with the unit number clearly marked. Guest parking is available for the use of each Owner's family members, guests and invitees; provided, however, that any guest utilizing parking in the Association's lot must fill out and utilize a 2-part parking pass by displaying the hang-tag portion from the rearview mirror, and depositing the second portion of the pass in the drop-box at the Association office. Vehicles parking on condominium property without an appropriate parking pass must be removed at the request of the Association, and may be towed at the expense of the respective owner.

Vehicles shall not be parked so as to impede ingress to or egress from other parking spaces, driveways, roadways, or building entryways, nor shall they be or parked in unauthorized spaces. Except in the event of emergency, no vehicle maintenance or repairs shall be performed on condominium property, and any such maintenance and repairs will be limited to minor items (including, but not limited to, fueling a vehicle, reinflating a tire, changing a tire, refilling liquids, etc.). Whether such repair or maintenance is "minor" shall be determined in the reasonable discretion of the Board of Directors. No vehicles shall be washed, polished and/or waxed on the condominium property except in such specific area(s) as may from time to time be designated by the Board of Directors for such activity. Car washing hours vary because of water restrictions. Please check your local newspaper or the City of Ponce Inlet for times and days of the week that cars may be washed.

SWIMMING POOL:

- Pool hours are 8:00 am to 11:00 pm, or as otherwise determined from time to time by the Board of Directors. Please adhere to posted pool hours.
- A responsible swimmer shall accompany any individual not otherwise sufficiently competent to swim alone.
- All persons using the swimming pool do so at their own risk.
- All persons must shower thoroughly before entering the pool.
- Incontinent individuals must use appropriate swim diapers while in the pool.
- No floats, balls, toys or other objects, except swimming aids attached to the swimmer, are permitted in or around the pool.
- No running, horseplay, excessive splashing, or excessive noise shall be permitted in the pool or the pool area.
- Individuals may bring their own devices to play music for one's personal enjoyment, but radios, boomboxes, Bluetooth speakers, and other similar devices are not permitted.
- No food or beverages other than water shall be brought to or consumed in the pool or the pool area except by the written consent of the Board of Directors.
- No glass containers or glass objects shall be permitted in the pool or the pool area.
- Persons using suntan oil, lotion or any other similar substance shall not use the poolside furniture unless such furniture is completely covered by a towel or other protective material.
- Any poolside furniture used by an individual shall be wiped down, and all personal items, trash and debris must be removed, upon vacating the pool area.

RULE CHANGES:

The Board of Directors of the Association reserves the right to change or revoke existing rules and regulations and to adopt from time to time such additional rules and regulations as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and and the~~ir~~ occupants thereof, to promote the integrity, cleanliness and good order of the property, and to facilitate the comfort and convenience of the Owners and their family members, tenants, guests, and invitees.