

**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.

**ENFORCEMENT:** All violations of these rules and regulations shall be reported immediately to a member of the Board of Directors, an association and/or the management agent. Disagreements concerning violations include 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/or whose remedial action shall be dispositive. 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 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. Such fine, which shall not exceed \$50 for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium. If the Board of Directors of the Association 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 the provision hereinafter 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 cost and attorney's fees incurred in enforcing these rules and regulations.

**USE OF THE COMMON ELEMENTS:** 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, resident house guest and guest 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. Upon a Unit Owner's lease of his Unit, the Unit Owner relinquishes all of his rights to use the swimming pool area and other common elements for the duration of the lease.

**NOISE:** All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that said noise is not audible outside of the boundaries of the Unit in which it originates.

**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.

**PETS:** No animals of any kind other than one dog and/or one cat weighing 40 lbs or less total weight, i.e., one dog and one cat having a combined weight of 40 lbs, two dogs or two cats having a combined weight of 40 lbs., aquarium fish or small birds such as canaries and parakeets shall be kept in a Unit or allowed upon the Condominium Land except by prior written consent of the Board of Directors at any time, and shall automatically expire upon death or disposition of the pet. Pets shall be leashed and restrained at all times when on or about the Condominium Land. No guest, lessee or invitee shall bring any animal upon the condominium land. Owners maintaining pets on the Condominium shall be responsible for and bear the expense of any damage to person or property resulting there from. Any such damage shall be determined by the board of Directors of the Association and collected by the Association. Unit Owners shall be specifically responsible for cleaning up all waste left by their pets and to remove excessively noisy pets from the condominium premises. No pets will be permitted in the swimming pool area.

**OBSTRUCTIONS:** There shall be no obstruction or cluttering of the Condominium property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, stairways, patios, or other Common Elements or areas.

**DESTRUCTION OF PROPERTY:** there shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Land. Members shall be responsible for, and shall bear any expense of such damage caused by said member, his family, guest, lessees and/or invites.

**BALCONIES, WINDOWS, AND DOORS:** Nothing shall be dropped, thrown, swept, or otherwise expelled from any window, door, or balcony. No towels, clothing or other fabric or rugs 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, 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 By-Laws of the Association. For purposes of assessing fines for violation of this Rule 8, each day during which this rule is violated shall constitute a separate violation of the rules from which a fine may be levied.

**DAMAGE TO COMMON ELEMENTS:** Members 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 by their invitees.

**REFUSE:** All refuse, waste, bottles, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers located at the **NORTH END OF THE BUILDING.**

**GUEST:** Unit Owners shall notify the Manager, and security guard of the arrival and departure of guest or family members who have permission to use a Unit in owners' absence. No person under eighteen (18) years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.

**SIGNS:** No sign, nameplate, signal advertisement or illumination shall be inscribed or exposes on or at any window, door, balcony or terrace without the express prior written consent of the board of directors.

**PARKING:** Vehicles shall not be parked so as to impede ingress to or egress from other parking spaces, drives, roads, or building entryways or parked in unauthorized spaces. Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the condominium Land. No vehicles shall be washed, polished and/or waxes on the condominium Land except in such specific area as may from time to time be designated by the Board of Directors for such activity. Only operational vehicles or vehicles of the type described above may be parked on Condominium Land. Car washing hours vary because of water restrictions. Please check your local newspaper for times and days of the week that cars may be washed.

**SWIMMING POOL:**

- ❖ Pool hours are 8:00 am to 11:00 pm
- ❖ A responsible adult swimmer shall accompany children under twelve (12) years of age
- ❖ All persons using the swimming pool do so at their own risk.
- ❖ All persons must shower thoroughly before entering 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 shall be permitted in the pool area.
- ❖ No food or beverages shall be brought to or consumed in 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 area.

- ❖ Persons using suntan oil, lotion or any other similar substance shall not use poolside furniture unless such furniture is completely covered by a towel or other protective material.

**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 By-Laws.

**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 protection of buildings and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of members.