

NAUTILUS COVE

Amended Rules and Regulations

A. GENERAL RULES

- 1. In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium (other than Units occupied by the Developer) without the prior written consent of the Association. The Association shall possess additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted, and further, the Association shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of the Condominium.
- 2. Passenger automobiles, sport utility vehicles, mini-trucks, vans and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked only in areas provided for that purpose. One (1) parking space shall be assigned by the Developer to each Unit Owner as of the date of closing of title to each Unit for the exclusive use of that Unit Owner. Small trucks, campers, motorhomes, trailers, RVs, motorcycles, boats, boat trailers, bicycles and mopeds will be parked only in parking areas as may be designated by the Association. The Association shall have the power to move or tow away improperly parked automobiles, commercial vehicles, motorcycles, recreational vehicles, boats or boat trailers, and the Association is specifically granted the rights and benefits of Section 715.07, Florida Statutes. Vehicle maintenance, except car washing in designated areas, is not permitted on the Condominium property. No parking on the streets of the Condominium property shall be permitted at any time. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on the Condominium property. All vehicles must display a current parking pass. Owners will received two (2) resident passes and two (2) visitor passes. All others, including short term renters, must purchase a parking pass from the Association office. Failure to properly display parking pass will result in the Association towing the vehicle. The Developer and its designees are exempt from these and any other parking regulations for vehicles engaged in any activity relating to construction, maintenance, or marketing of Units, as are commercial vehicles used by vendors of the Association and Unit Owners while engaged in work at the Condominium. Speed limits shall be strictly observed.

- 3. No improper, offensive or unlawful use shall be made of any Unit, the Condominium property, or of the Common Elements., or any part thereof. Illegal and immoral practices are prohibited on the Condominium property.
- 4. No exterior radio, television, satellite or data reception antennas, satellite dishes, or any exterior wiring for any purpose may be installed exterior of Unit boundaries or in Common Elements, except that the Developer or the Association shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines, satellite dish, security systems and telecommunication systems, or to permit such equipment subject to additional regulations as solely determined by the Developer or Association.
- 5. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to or exhibit anything from any part of the Condominium or Association property that is visible from the exterior of the Building or from the Common Elements or Limited Common Elements without prior written consent of the Association. All screening, window and exterior glass door coverings and drape linings shall only be in the colors specified by the Association.
- 6. As porches are common area and maintained by the Association and it is the intention of the Unit Owners as a whole to maintain some uniformity amongst the views from the exterior of Units.
 - a. One (1) chair and one (1) side table per door may be allowed to be placed and remain on the exterior of the Unit on the concrete pad of the porch. No other items are to be placed and/or remain on the porch area. Any chair to be placed and remain on porch areas are to match the below examples exactly. If a proposed chair closely resembles the demonstrated items, but is not exact, it may be presented to the Association Management to present to the Board of Directors for approval. The Unit Owner may appeal to the Board if the request is denied for a final ruling.
 - b. One (1) small (12in x 12in max) side table may be placed on the porch that is made by the same company, product line and color of the chair.
 - c. Any and all chairs or tables to be placed on the porch are to be brown in color (the shading of color may be brought to Management for approval). Any damages caused by the placement of any item on the porch areas shall be the responsibility of the Unit Owner.
 - d. If any needed repair is not completed in a timely manner after notification (two (2) weeks) a contractor may be hired by the Association and billed to the Unit Owner.



- 7. All Common Elements inside and outside the Buildings will be used for their designated purposes only and nothing belonging to Unit Owners or their family, tenants, contractors, agents or guests will be kept therein or thereon without prior written approval of the Board of Directors. Such areas as entrances, corridors, sidewalks and stairways will at all times be kept free of obstruction. Unit Owners are financially responsible to the Association for damage to the Common Elements or Limited Common Elements caused by themselves, their tenants, contractors, agents, guests and family members.
- 8. Not more than two (2) domestic pets (limited to only dogs and cats; tropical fish will not be limited in number) may be kept in a Unit. No Unit Owner shall allow its pet(s) to commit any nuisance, to interfere with the rights of other Unit Owners, to unreasonably annoy other Unit Owners or to make improper use of the Condominium Property or the Common Elements. In addition, the following regulations shall apply:
 - a. Pets will be under handheld leash or carried at all times on the Common Elements and Association Property.
 - b. Messes made by pets must be removed by the Owners or handlers immediately. The Association will designate the portions of the Condominium

- Property that will be used to accommodate the reasonable requirements of Unit Owners who keep pets.
- c. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in or on the Condominium Property. In the event that a pet has, in the opinion of the Board of Directors of the Association, become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or the other person responsible for the pet, and the pet must be removed from the Condominium Property within the time designated by the Board of Directors.
- d. Guests and tenants are not permitted to have pets.
- e. The Board of Directors of the Association has the authority and discretion to make exceptions to the limitations in these pet regulations in individual cases and to impose conditions concerning the exceptions.
- f. The Owner of any pet agrees to indemnify the Association and hold it harmless for any loss or liability arising out of the ownership of such pet.
- g. No pets shall be kept, bred or raised for commercial purposes.
- 9. Disposal of garbage and trash will be only by use of receptacles approved by the Association or by use of the garbage disposal units. Food and vegetable scraps are to be disposed of in the individual Unit garbage disposals. The area designated for a dumpster must be kept clear for use by the trash disposal vendor. Each Unit Owner shall comply with the requirements of any company providing trash removal services retained by the Association.
- 10. All non-owner persons occupying Units shall be registered with the manager or other designate of the Association at or before the time of their occupancy of the Unit. Units shall not be leased or rented for a term of less than three (3) months, leased or rented more than four (4) times in any twelve (12) month period. A copy of the lease shall be furnished to the Board of Directors. A copy of these Rules and Regulations must be given to the tenants and guests by the Unit Owner or the Unit Owner's agent. No Unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a Unit overnight than the number of bedrooms times two, plus two. This paragraph 9 may not be amended in a way that would be detrimental to the sales of Units by the Developer as long as the Developer holds Units for sale in the ordinary course of business.
- 11. The Association may/shall retain a passkey to the Units and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access the Units or to remedy any situation or condition which, if not remedied, would result in damage to any other Unit or the Common Elements. Duplication of Owner's keys to Common Element facilities is restricted in the interest of security. Such keys will be duplicated only with the assistance of the manager. If such keys are of a high security type they may only be obtained from the manager at a cost determined by the Board of Directors.

Should an Owner fail to provide such a key, the Association shall have the right to forcibly enter for emergency or other purposes provided herein or under the Declaration.

- 12. Children must be under direct control of a responsible adult while they are on the Condominium Property. Children shall not be permitted to play in the walks, parking areas, stairways, storage areas, pathways or corridors of the Condominium Property. Skateboards, scooters, bicycles, "Big Wheels", or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehaving by or on the instructions of the Board of Directors.
- 13. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, digital video discs, signing and playing of musical instruments or other instrumentality of sound reproduction or amplification, shall be regulated to sound levels that will not disturb others. No vocal or instrumental practice is permitted after 10:00 PM or before 9:00 AM.
- 14. Use of barbecue grills will be allowed only in areas designated as safe and appropriate by the Board of Directors of the Association. No flammable, combustible or explosive fluids, chemicals or other substances shall be kept in any Unit or in the Common Elements, except as are normally used for small barbeques or for normal household purposes. Electric grills and smokers will be allowed with the permission of the Board of Directors.
- 15. Lawns, shrubbery or other exterior plantings will not be altered, moved or added to without permission of the Association.
- 16. There shall be no solicitation by any person anywhere in or on the Condominium Property for any cause or any other purpose whatsoever, unless specifically authorized by the Association.
- 17. Laundry, bathing apparel and beach accessories will not be maintained outside of the Units or in Limited Common Elements. Such apparel and laundry must not be exposed to view.
- 18. No nuisance of any type or kind will be maintained on the Condominium Property.
- 19. Nothing will be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Building or contents of the Building without the prior written consent of the Board of Directors. No Owner will permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on the Building or the contents of the Building, or that would be in violation of any law, ordinance, regulation or building code.

- 20. A Unit Owner, tenant or occupant shall provide the Association with at least twenty-four (24) hours prior written notice before moving in or out of the Condominium. Persons moving furniture and other property into and out of Units must use the designated access door into the Unit. All such moving must take place Mondays through Saturdays between the hours of 8:00 AM and 5:00 PM only. Moving vans and trucks used for this purpose will remain on the Condominium Property only when actually in use.
- 21. Repair, construction, decorating or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 AM and 5:00 PM only, except in the case of an emergency authorized by the Association. The Developer (for itself and its agents, designees and contractors) is exempt from this rule during the time the Developer is constructing, maintaining or marketing the sale of Units.
- 22. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Developer or the Board of Directors. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door on the Condominium Property.
- 23. All Owners, tenants and occupants of a Unit shall all have hurricane and storm shutters approved by the Association prior to the installation thereof. Each Unit Owner who plans to be absent during the hurricane season must prepare his Unit before departure by: (1) removing all furniture, plants and other objects from the balcony and (2) designating a responsible firm or individual to care for the Unit in the event of a hurricane threat and/or should the Unit suffer hurricane damage, and by furnishing the Board with the name of said firm or individual. Such firm or individual designated by the Owner shall be subject to the approval of the Association. Should such firm or individual not be designated or available, the Association is authorized to take whatever steps are necessary in its discretion to protect the Unit and the Condominium Property at the sole cost and expense of the Owner.
- 24. No enclosures of balconies by Unit Owners shall be allowed without the prior written consent of the Association.
- 25. The following rules and regulations shall apply to the swimming pool at the recreational facility on the Condominium Property.
 - a. Any persons in the pool area must have a pool wristband on. Replacement bands can be purchased from the Association office.
 - b. No pets are permitted in the pool area.

- c. No food or drink is allowed in the pool area. No preparation of food or barbecuing is allowed in the pool area.
- d. All persons are required to wear robes and/or other coverings and footwear while on route to and from the pool.
- e. Only the Unit Owner or its immediate family, guests or tenants shall have pool or whirlpool use privileges.
- f. Showers are required before entering the pool or whirlpool.
- g. Each person will be responsible for his/her own jewelry or valuables left in the pool area.
- h. No chaise lounges in the pool area may be reserved.
- i. Parents are responsible for the behavior and safety of their children. Children under twelve (12) years of age must be accompanied by adults while in the pool area.
- j. Ball playing and other sports activities are not permitted on or around the pool area or in the pool. No rafts, tubes or similar equipment are permitted in the pool.
- k. The pool area shall not be used at any time by infants under three (3) years of age, or children with diapers or any persons with contagious or infectious skin or health conditions.
- 1. Bathing suits and other articles must not be dried on chairs, chaises or other places on the Condominium Property that are in full view.
- m. The whirlpool shall be closed and may not be used before 9:00 AM or after 10:00 PM. Any use of the pool before 10:00 AM and after 7:00 PM shall take place in maximum quiet.
- n. Additional pool rules as posted on the Condominium Property shall be strictly observed.
- 26. These Rules and Regulations will apply equally to Owners, their families, guests contractors, invitees, domestic help, occupants and lessees.
- 27. The Board of Directors of the Association may impose a fine for each violation of these Rules and Regulations or any violation of the Condominium documents, in accordance with the terms set forth in the Declaration.
- 28. The Condominium and Management staff are not permitted to do private work for Unit Owners, their families, tenants or guests while on duty. If both parties are agreeable, staff may assist such persons privately while off duty.
- 29. Pursuant to the provisions of Section 718.112, Florida Statutes, the Association is only obligated to respond to one written inquiry per Unit in any given thirty (30) day period.
- 30. All Owners, tenants, invitees, licensees, guests, family members, agents, contractors, employees and occupants of a Unit shall comply with these Rules and Regulations and

any and all Rules and Regulations which may, from time to time, be adopted by the Association, and the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person to the imposition of a fine in accordance with the terms set forth in the Declaration and to possible legal remedies, including, but not limited to, suits for money damages, injunctive relief, or any combination thereof, as set forth in the Declaration, the Articles and By-Laws.

These Rules and Regulations as set forth in this document were voted on by the Board of Directors and approved at a duly noticed meeting of the directors held on June 22nd, 2023. These rules shall become effective on July 1st, 2023 after proper mailing and presentation to owners.

6	President of the Board of Directors of Nautilus Cove Condominium Association, Inc. Dated (23)
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	Vice-President of the Board of Directors of Nautilus Cove Condominium Association, Inc. Dated
	State of FL; County of Bay
	The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of June, 2023 by: Kindle Sand Sand Sand Sand Sand Sand Sand Sand
	as identification.
	Notary Public: Ushly Searry Commission Expires: 10/11/26 Ashley Searry
	PG 778 ASHLEY SEARCY Notary Public-State of Florida Commission # HH 320783 My Commission Expires October 11, 2028