

INTERNATIONAL BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

d/b/a

FOUNTAIN BEACH RESORT, A CONDOMINIUM

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the units, the recreational and other commonly used facilities available for use by the unit owners within the condominium (the "Condominium") shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent, or approval of identical or similar situations unless such waiver, consent, or approval is specifically set forth, in writing, by the Board of Directors.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

01. RULES AND REGULATIONS:

- A. Violations should be reported, in writing, to the Board of Directors of the Association.
- B. Violations will be called to the attention of the violating unit owner or lessee by the Board of Directors.
- C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
- D. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

02. FACILITIES: The recreational and other commonly used facilities available for use by the unit owners within the condominium are for the use of unit owners, their lessees, and their respective family members and guests. Any damage to the building, to the recreational facilities, or to the other common elements or equipment caused by any unit owner, lessee, or their respective guests, contractors, or invitees shall be repaired at the expense of the responsible unit owner.

03. NOISE: Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units, other than any carpeting or other floor covering installed by the Developer. In any event, each unit owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the floor shall be adequately soundproof. Radios, televisions, and other instruments which may create noise shall be turned down to a minimum volume between the hours of 10:30 p.m. and 8:00 a.m. All other unnecessary noises, such as bidding good night to departing guests and slamming doors, between these hours should be avoided.

04. OBSTRUCTIONS: The parking areas, all sidewalks, entrances, driveways, passages, patios, balconies, courts, vestibules, stairways, corridors, and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors, or on walkways. No sign, notice, or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Condominium or the roof thereon, except for installations constructed thereon by the Developer and/or by any agents of the Developer.

05. CHILDREN: Children are not to play in the lobby areas, in the elevators, in the parking areas, on the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds.

06. DESTRUCTION OF PROPERTY: Neither unit owners, nor their family members, lessees, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface, or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage.

07. EXTERIOR APPEARANCE: The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated, or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans, or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. No television or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the Condominium, except for installations constructed therein by the Developer and/or agents of the Developer.

08. SIGNS: There shall be no "For Sale" or "For Rent/Lease" signs exhibited, displayed, or visible from the interior or exterior of the Condominium, except for signs displayed by the Developer and or by agents engaged by the Developer.

09. CLEANLINESS: All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given by the Association.

10. WINDOWS AND BALCONIES: Plants, pots, receptacles, and other movable objects must not be kept, placed, or maintained on ledges of windows, terraces, or balconies. No objects shall be hung from balconies, terraces, or windowsills. No cloth, clothing, rugs, or mops shall be hung upon or shaken from windows, doors, balconies, or terraces. Unit owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit owners shall not throw cigars, cigarettes, or any other object from balconies, doors, windows, or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the

Condominium from the balconies, doors, windows, or terraces. No balconies or terraces may be enclosed except by the Developer.

11. INGRESS AND EGRESS: Garbage cans, laundry, dry cleaning, supplies, or other articles shall not be placed in the halls, on walkways, or on staircase landings. No unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

12. STORAGE AREAS: Nothing shall be placed in the storage areas, if any, which would create a fire hazard.

13. BICYCLES: Bicycles must be placed or stored in the designated areas, if any.

14. ATTIRE: Unit owners, their lessees, their family members, and guests shall not appear at or use the lobby areas or the recreational facilities, except in appropriate attire. No bare feet are allowed in the parking areas, in the elevators, in the lobby areas, or on the stairways.

15. PLUMBING: Common water closets and other common plumbing shall not be used for any purpose other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins, or other foreign substances shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of damage resulting from misuse or same shall be borne by the unit owner causing the damage.

16. TRASH: All refuse, waste, bottles, cans, and garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers. Trash collection containers may be used only between 7:00 a.m. and 11:00 p.m.

17. ROOF: Unit owners (other than the Developer and/or agents of the Developer), their lessees, their family members, and guests are not permitted on the roof for any purpose whatsoever.

18. SOLICITATION: There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

19. EMPLOYEES: Except as may otherwise be permitted by the Association, employees of the Association shall not be sent out of the buildings by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.

20. FIRE DOORS: Unit owners, lessees, and respective family members and guests shall not use the fire doors except for ingress and egress, except in emergency situations.

21. SWIMMING POOL: Unit owners, their lessees, and their guests using the swimming pool shall do so at their own risk. Unit owners, their lessees, and their guests shall obey the posted swimming pool rules. The following are basic rules for all persons using the swimming pool.

- A. Unit owners and lessees are prohibited from bringing children under fourteen (14) years of age to the swimming pool and leaving them, as they are expected to personally supervise their children.
- B. Swimming in the pool is permitted only between the hours posted.
- C. A child who cannot safely swim may not be brought to the swimming pool unless accompanied, at all times, by an adult. Such a child cannot enter the swimming pool unless accompanied by an adult who is at the pool in proper bathing attire.
- D. All persons using the swimming pool must be appropriately attired.
- E. All persons must shower thoroughly before entering the swimming pool.
- F. Pool safety equipment should be kept in place and shall not be used, except for its intended purposes.
- G. Pneumatic floats or other items of a similar nature, other than swimming aids, are not permitted in the swimming pool.
- H. Animals are not permitted in the general swimming pool area.
- I. Running, jumping, skating, or any other activity which creates a danger or an annoyance in the general swimming pool area is prohibited.
- J. Beverage or food is not to be consumed pool side, except with the permission of the Board of Directors.
- K. If suntan oil is used, a beach towel must be used to cover pool and patio furniture.
- L. Children, who are not toilet trained, whether wearing diapers or not, are prohibited from entering the swimming pool.

22. MOTOR VEHICLES: No vehicle belonging to a unit owner, lessee, or to a member of the family or guest, tenant, or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees, and their employees, servants, agents, visitors, licensees, and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort, and convenience of the unit owners. No motor vehicle which cannot operate on its own power shall remain within the Condominium property. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicles. All vehicles shall be parked within the painted lines and pulled up close to the bumper. As a security measure, all automobile doors shall be locked. In the event decals are required to be affixed to each vehicle owned or leased by a unit owner or lessee while parked within the Condominium property, then each vehicle owned by, or leased by, a unit owner or lessee shall bear the required decal while within the Condominium property.

23. HURRICANE PREPARATIONS: Each unit owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure by designating a firm or individual to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or remove hurricane shutters. If permission is given by the Board of Directors for the installation of storm shutters, then the approval shall be conditioned upon the Board of Directors also approving the quality of the storm shutters and the aesthetic appearance of the storm shutters. All storm shutters which may be approved by the Board of Directors shall be white in color and shall be an

accordion-type storm shutter. Storm shutters shall be installed during hurricane “watch” and hurricane “warning” situations.

- A. The Board of Directors may, subject to the provision of Section 718.3026, Florida Statutes, and the approval of the majority of voting interests of the Condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within the common elements, limited common elements, units or Association property, however, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board of Directors may operate shutters installed pursuant to this Paragraph 23 without permission of the unit owners only where such operation is necessary to preserve and protect the Condominium property and Association property.
- B. The expense of installation, replacement, operation, repair, and maintenance of hurricane shutters by the Board of Directors shall constitute a common expense as defined herein and shall be collected as provided in the Declaration of Condominium. Notwithstanding the foregoing, a unit owner who has previously installed hurricane shutters in accordance with this Paragraph 23 or laminated glass architecturally designed to function as a hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each unit. However, such unit owner shall remain responsible for the pro rata share of expenses for hurricane shutters installed on common elements and Association property by the Board of Directors, and shall remain responsible for a pro rata share of the expense of the replacement, operation, repair, and maintenance of such shutters.

24. PEST CONTROL: All unit owners and lessees shall permit employees of pest control companies employed by the Association, if any, to enter into the units, at regularly scheduled times, to perform pest control services.

25. COOPERATION WITH BOARD OF DIRECTORS: All unit owners and lessees shall cooperate fully with the Board of Directors in effecting a coordinated move-in and move-out schedule, including, but not limited to, use of the elevators for moving of furniture and furnishings.

26. UNIT RENTALS: Unit rentals in the resort shall be limited to a maximum length of stay of thirty (30) days or less, pursuant to Florida Statutes, and shall not be extended without approval from the Board of Directors. Rentals, in no instance, shall be extended by moving renters from unit to unit within the building and rental to units to locals and long-term tenants as a permanent place of residence shall not be permitted. An express purpose of this rule is to create a Resort Condominium, as defined by Section 509.242©, Florida Statutes. (Adopted 3/10/2003)

27. OCCUPANCY RESTRICTIONS: Unit owner occupancy shall not exceed a maximum of one hundred eighty-two (182) days per calendar year pursuant to Section 4.7, Use of Unit, which states “each unit shall be used only for transient, residential purposes and may not be utilized as the unit owner’s homestead.” An express purpose of this rule is to exemplify and clarify the transient nature of a Resort Condominium as defined by Section 509.242©, Florida Statutes and Fountain Beach Resort’s Certificate of Occupancy Use Classification.

- A. Occupancy of an owner’s unit by family members, lessees, invitees, or guests, when the owner is not also in attendance, shall be limited to a maximum length of stay of thirty (30) days or less pursuant to Florida Statutes and shall not be extended without prior written approval by the Board of Directors. (Adopted 7/14/2014)

28. PARKING: All motor vehicles parking on the resort/condominium property shall visibly display a permit, provided by the resort, on the rearview mirror or front dash of their vehicle at all times while parked at the property. The vehicle owner assumes all risk and expenses incurred if vehicle is towed due to lack of a visible permit.

- A. No oversized trucks, campers, RVs, pods, or trailers or any kind shall be parked on the property without the advance written permission of the Board of Directors.
(Adopted 7/14/2014)

29. OTHER UNIT TRANSFERS: As defined by Section 11.1.5 in the Declaration of Condominium, no transfer in ownership or possession of a unit shall be executed without prior written approval of the Board of Directors. No rent-to-own transactions shall be permitted as a means to transfer ownership or possession of a unit to a third party and shall only be transferred as a sale of a unit as defined by Section 11.1.1 of the Declaration of Condominium. (Adopted 7/14/2014)

30. WRISTBANDS: All unit owners, lessees, family members, invitees, and guests shall be required to wear, or have in their possession, a wristband provided by the resort (or any other item determined by the Board of Directors) while on the resort/condominium property or outside of their unit in order to identify them as persons entitled to use the amenities of the resort/condominium. Access to the continental breakfast is not included. (Adopted 7/14/2014)

31. SUSPENSION/TRANSFER OF OWNER RIGHTS: Unit owner rights and privileges to the recreational and common area facilities, i.e., parking, pool, hot tub, fitness, guest laundry, miniature golf course, and all other amenities at the resort shall be temporarily suspended and transferred to the unit owner's lessees, family members, invitees, and guests that occupy the owner's unit when the owner is not in attendance. If a unit owner wishes to use the amenities at the resort during this occupancy period, advance written approval must be obtained from the Board of Directors. (Adopted 7/14/2014)

32. PROPERTY RESORT FEE: All resort rental guests and private rental guests, their tenants, invitees, family, or friends shall be subject to a property resort fee of \$20 per day to offset the cost of certain property amenities, including but not limited to, parking passes, room keys, wristbands, Wi-fi access codes, parking lot monitoring, registration processing, handling of phone messages, concierge-type services and 24-hour front desk accessibility. Daily resort fee for private owners will be collected by the owner and the owner will be billed at the end of each month by the front desk. This fee shall be reviewed and determined on an annual basis, during the month of February, by the Association Board of Directors. (Adopted 2/12/2018) (Adopted 2/13/2023)

33. LIABILITY INSURANCE COVERAGE: A unit owner who rents out his/her unit shall carry Liability Insurance Coverage on each unit they own in an amount of not less than \$300,000 and name the Association as additional insured. Owner shall give Association prompt notice of any lapse in coverage and provide documentation annually that liability coverage is still in force. (Adopted 2/12/2018)

34. CONDOMINIUM UNIT RENTALS:

- A. A unit owner who rents out his/her unit through a third-party agent shall provide proof of licensure to the front desk that shows said agent is properly certified and licensed.
- B. In no case shall any unit owner act as rental agent for any other unit owner at the property.

- C. There shall be no solicitation of any kind, in any manner, of hotel guests and/or other unit owners by any other unit owner, their tenants, guests, or invitees; including, but not limited to, the offer of owner units for rental or sale.
 - D. A unit owner who rents out his/her unit privately or through a third-party agent shall be responsible to report all rental proceeds to the city (if applicable), county and state, and submit payment of sales tax and local bed tax to the appropriate taxing agency.
 - E. All service personnel retained by a unit owner for unit upkeep, including but not limited to, housekeepers, plumbers, electricians, and maintenance shall be properly licensed and insured. Proof of licensure/insurance must be presented to the front desk before access to unit is granted.
 - F. Housekeeping personnel retained by a unit owner are prohibited from using the guest laundry to launder and/or dry towels, bedding, etc.
- (Adopted 2/12/2018)

35. UNIT RENOVATIONS: All unit renovations and upgrades must be submitted in writing to the Board of Directors for approval prior to work being started. If renovations are not started within sixty (60) days of the board approval date, an extension or new request must be submitted. Any alterations that deviate from the initial renovation request approved by the Board of Directors are prohibited. Unit owners who fail to request pre-approval or alter Board of Director approval renovations without seeking additional approval, shall be subject to a fine by the Association. Renovation forms are available upon request. These renovations include, but are not limited to, bathroom and/or kitchen upgrades, replacement of carpet with tile, or replacement of existing tile with new tile. In no case shall interior walls be removed or reconfigured without Board approval. Installation of cooktops and/or ranges are prohibited in single units.

- A. All electrical plumbing and carpentry renovations shall be performed by licensed, bonded and insured contractors, or by authorized association contractors, who shall provide proof of certification when they register at the front desk prior to being granted access to the unit.
- B. All tile installation or replacement requires a sound-proof barrier to be installed underneath the tile.
- C. All renovations shall be conducted between the hours of 10 a.m. and 5 p.m. and coordinated with the General Manager to ensure minimal disruption to owners and guests and to arrange water shut off when necessary.
- D. Caution shall be taken by contractors when removing furniture, plumbing fixtures, debris, plaster, tile, etc. from the units through the hallways and common areas to protect Association property. A fee of \$20 per day will be assessed to the unit owner if extra cleaning is required by Association staff due to negligence of contractor. Use of property dumpster to dispose of debris is limited; check with General Manager for approved/prohibited items.
- E. Water shut off valves shall be installed during bathroom and/or kitchen renovations.
- F. All renovations shall be subject to inspection by the General Manager, Association staff member, or any member of the Board of Directors, and/or their designee to ensure owner compliance with approved renovation plans.
- G. Unit owner shall be financially responsible for any damages to common areas or other owner Units, caused during the renovation process. (Adopted 2/12/2018).

36. CODE OF CONDUCT/CONFLICT OF INTEREST: Directors and Officers of the International Beach Club Condominium Association, Inc. and the relatives of such directors and officers, must disclose to the Board any activity that may reasonably be construed to be a conflict of interest pursuant to Florida Statute 718.3027(1)-(5); i.e., including, but not limited to, a board member, manager, or management

company may not purchase a unit at a foreclosure sale resulting from the association's foreclosure of its lien for unpaid assessments or take title by deed in lieu of foreclosure as stated in FL Statute 718.111(9). Bank or lender foreclosures do not apply under this statute.

37. NO SMOKING/NO VAPING POLICY: Smoking shall be prohibited on all Condominium Property, including Units, Unit Balconies, Common Elements, Limited Common Elements, Hallways, Restrooms, Lobbies, and outdoor spaces, except in any areas designated by vote of the Board as a Smoking Area. This prohibition includes cigarettes, cigars, pipes, e-cigarettes, vaping and all other smokeable products, whether tobacco, marijuana or otherwise, in order to maintain a safe and healthy environment for all Unit Owners, families, lessees, guests, and invitees. Nuisances include, but are not limited to, secondhand smoke that comes into Units or Condominium Property as per Article 10.3 of the Declaration. A violation of this provision may result in the imposition of fines by the Association as allowed by Florida Law, plus any actual costs incurred by the Association for clean up or restoration. This provision shall be effective as of October 10, 2022. (Adopted 9/12/2022).

38. IBCCA OWNER/GUEST RESERVATION FORM: All unit owners must complete and sign the IBCCA Owner/Guest Reservation Form for any reservation requests for themselves, their family members, and/or their guests, whether or not these reservations were secured by a third-party agent. **THIS FORM MUST BE COMPLETED AND SIGNED BY THE UNIT OWNER AND SUBMITTED TO THE ASSOCIATION FRONT DESK PRIOR TO THE DATE OF ARRIVAL; OTHERWISE, NO ADMITTANCE TO THE UNIT SHALL BE GRANTED.** No reservations by a third-party agent or outside Management Company will be accepted. No DocuSign signatures will be accepted. Any attempt to intentionally by-pass this Owner/Guest Reservation requirement process, or any fraudulent or misuse of any owner's signature, shall be subject to fines and penalties.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

INTERNATIONAL BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

By: IBCCA Board of Directors