

RULES AND REGULATIONS
-of-
OCEAN EAST RESORT CLUB ASSOCIATION, INC.
June, 2009

The following rules and regulations are binding upon all of the owners, guests and tenants of Ocean East Resort Club (the "Resort") and are enforceable by Ocean East Resort Club Association, Inc. (the "Association") and its employees and agents.

I. Occupancy of Condominium Units

- 1.1 **Maximum Number of Persons.** No condominium may be occupied by more than the maximum number of permitted persons as follows:
 - Efficiency and One-Bedroom units: 4 persons
 - Two-bedroom units: 6 persons.
- 1.2 **Check-In and Check-Out.** Occupants must vacate their condominium units no later than 10:00 A.M on the last day of their weekly ownership period and may take possession of their condominium units no earlier than 5:00 P.M. on the first day of their weekly ownership period, except with the approval of the Resort Manager. Occupants must comply with the Association's check-in and check-out procedures. A \$100 fee will be charged for late check-outs.
- 1.3 **Non-Adults.** Owners under the age of 18 may never be on the Resort property except in the company of an adult age 21 or older. Non-owners under the age of 21 may never be on the Resort property except in the company of an adult age 21 or older.
- 1.4 **Animals.** No pets or animals may be kept in any Condominium unit or anywhere else on the Resort property except, in the case of an owner or guest with a service animal. Service animals may not be left unattended.

II. Use of Common Areas

- 2.1 **Hours.** Common areas may not be occupied or used after closing hours. The pool deck, pools and whirlpool close at midnight, and the indoor saunas close at 9:00 P.M.
- 2.2 **Food and Glass.** No food or glass of any kind (including cocktail glasses, bottles and dishes) are permitted on the pool deck, except in the area facing the restaurant. Drinks may be consumed anywhere on the pool deck from non-glass containers. Food may be consumed in the area facing the restaurant if served by restaurant personnel.

- 2.3 Reservation of Chairs Not Permitted.** Personal effects or towels may not be placed on a chair to reserve or tie it up for use later in the day. Each person utilizing the pool deck will be limited to one chair or lounge.
- 2.4 Non-adults.** Persons under the age of 14 must be accompanied by an adult when in the hot tub and saunas. It is recommended that small children not use the hot tub and saunas due to the inherent health hazard.
- 2.5 Bathing Suits.** No nudity is permitted. Bathing suits or other attire are required on the pool deck and in the whirlpool and saunas.
- 2.6 Access to Beach.** No person may bring food, furniture, lounge chairs, floats or umbrellas onto the pool deck, except that such items may be carried through the lobby and pool deck for use on the beach.
- 2.7 Non-Use Areas.** No person may enter the pond or the vegetated areas around the pool deck.
- 2.8 Walkways.** The entrances and walkways on the Resort property may not be obstructed or used for any purpose other than ingress and egress.
- 2.9 Signs.** No sign, advertising or notice may be displayed, posted, painted or affixed in or upon any part of the Resort property except with the permission of the Association.
- 2.10 Smoking.** A \$200 cleaning fee will be imposed for smoking anywhere inside the Resort building, including inside the condominium units.
- 2.11 Parking.** No bicycles, motorcycles, boats, trailers, recreational vehicles and shopping carts may be stored or parked on Resort property except in designated areas and with the permission of the Resort Manager. No vehicle of any type may be attached to the Resort utilities. Parking is limited to one vehicle for the occupants of each condominium unit, except with the permission of the Resort Manager. The Association has the option to designate parking spots for particular condominium units.
- 2.12 Usage during Non-Ownership Periods.** Owners may make advance reservations to utilize the common areas at times other than during their ownership periods, subject to limitations as to the number of such groups at any given time as may be established by the Resort Manager. Each group will be limited to a total of not more than six persons. Permitted guests must arrive, stay and leave with the owner. Upon their arrival at the Resort each such group may be provided with a key for the day and with towels, for which there shall be a deposit to be established by the Resort Manager, such deposit to be refundable when the items are returned. Reservations will not be accepted from owners who are delinquent in payment of their maintenance fees or taxes.

III. Use of Condominium Units

- 3.1 Personal Property.** Residents must store their personal property within their condominium units during their stays at the Resort.
- 3.2 Garbage.** Refuse and bagged garbage may be placed in the hallway outside the condominium unit entrance door on designated trash pick-up days, and may not be so deposited on other days or in other areas of the Resort.
- 3.3 Balconies.** No items of any kind may be placed upon or hung from the balconies, patios or decks of the condominium units, including clothing and towels. No laundry or mops may be shaken from said balconies, patios or decks, nor may any object, debris or dirt be thrown or permitted to fall therefrom.
- 3.4 Smoking.** A \$200 cleaning fee will be imposed for smoking anywhere inside a condominium unit or elsewhere inside the Resort building.
- 3.5 Grills and Inflammables.** No grills, or flammable, combustible or explosive fluid, chemical or other substance may be kept in the condominium units or on the balconies, patios and decks.
- 3.6 Alterations.** No occupant may make or cause to be made any repairs, remodeling or structural alterations to any condominium unit or the Resort property, including wiring. No occupant may remove any furniture, fixtures, utensils or equipment of any type from a condominium unit or the Resort.
- 3.7 Cleaning.** Occupants are responsible to keep their unit in clean and good condition, except for normal wear and tear. A \$100 cleaning fee will be imposed if extra cleaning is required.

IV. Nuisances and Security

- 4.1 Vandalism.** Occupants (including owners, renters and RCI exchangers) will be financially responsible for any vandalism at the Resort committed by themselves, their guests and children.
- 4.2 Noises.** No occupant may make or permit any disturbing noises in or from their condominium unit in such volume as to disturb other occupants (including without limitation the playing of any musical instrument or the operation of any electronic device, such as television and radio); nor do anything else, either in the occupant's condominium unit or elsewhere on the Resort property which would interfere with the rights and comfort of other occupants. The volume of all electronic devices will be lowered from 10:00 P.M. to 8:00 A.M. each day.

4.3 Ejection from the Resort. Any person may be ejected from the Resort by the Resort Manager, the acting Resort Manager or security personnel if such person's behavior is loud, boisterous, indecent, confrontational or otherwise unseemly. Any person who does not comply with such an ejection order will be subject to prosecution by the Association pursuant to the laws of Florida.

V. Maintenance Fees, Assessments and Taxes

5.1 Delinquencies. If an owner is delinquent in the payment of maintenance fees, assessments or real property taxes assessed to his and/or her condominium unit, the owner and guests will be denied use of that condominium unit during the ownership period. In addition, the Association may deny Resort services and utilities to such a condominium unit during such period and may take any such other action as may be permitted by Florida law.

5.2 Maintenance Fee Billings. Annual maintenance fee billings will be rendered to owners of Unit Weeks in each calendar quarter at least 90 days prior to the beginning of the quarter, will be due within 30 days after the billing date and will be considered to be delinquent 60 days after the due date.

5.3 Taxes and Assessment Billings. Real property taxes and special assessment billings will be due 30 days after the billing date and will be considered to be delinquent 60 days after the due date.