

OBLIGATIONS OF DAYTONA BEACH HARBOUR UNIT OWNERS AND RESIDENTS

The Board of Directors voted to replace the document entitled "Rules and Regulations Information and Policies" which was revised in 2001 with a new document entitled "Obligations of D.B.H.A. Unit Owners and Residents".

Please read this document and keep it with your other three documents of Daytona Beach Harbour Apartments, Inc., i.e.: "Declarations of Restrictions, Covenants, Conditions and Easements", "Articles of Incorporation" and "By-Laws".

The obligations listed are already enumerated in these other documents, but now have been arranged together in this one place to clarify what you agreed to with the purchase of your unit in Daytona Beach Harbour Apartments, Inc.

1. Pay monthly maintenance fees and Real Estate taxes on your unit. A \$25.00 late fee is charged after the tenth (10) day of the month and 18% interest will accrue after thirty (30) days of non-payment. In addition, enforced collection procedures will be initiated after sixty (60) days of non-payment.
2. Maintain your unit in good repair. This includes, but is not limited to, hot water heaters, electrical wiring, plumbing, windows, doors, appliances, etc. Any damages and/or liabilities in common areas or in another unit resulting from a failure to do so will become the responsibility of the unit owner.
3. Permission by the Board of Directors is required for any and all structural modifications, alterations and/or installations in the unit or anything of any nature which may adversely affect the enjoyment of another's unit. Requests for permission must be made in writing and delivered to the Board of Directors along with documentation of any and all licenses and/or building permits which may be required by law.

The Board must respond within two (2) weeks and failure to do so shall mean that there is no objection to the proposed alteration or installation.

Exterior installations, including but not limited to all doors, windows, air conditioners, paint, etc. must conform to standards set by the Board of Directors. Non-conforming installations shall be removed at the unit owner's expense.

4. Light weight porch furniture may be placed directly in front of the unit provided that passage is not obstructed and it does not violate Life Safety Codes. No signs, posters or advertisements shall be placed either on the exterior of the unit or on the inside of windows unless authorized by the Board after a request to do so is made in writing.
5. Residents (owners or lessees) shall exercise extreme care in controlling the volume of noise made by radios, televisions, amplifiers, musical instruments, etc. which may disturb other residents.

6. As stated in the first Amendment to the By-Laws of D.B.H.A. dated October 27, 1980: "No pets permitted".
7. It is prohibited to hang any clothing, towels, etc. from the railings, windows or other facades of the building. It is also prohibited to use the building's exterior surfaces to beat dust from rugs. The use of common areas such as laundry rooms, club house, swimming pool, parking area is subject to posted regulations.
8. Leasing the unit is only permitted after a period of one year's ownership and only for a period of one (1) year. Potential renters shall be subjected to the same approval procedures as potential purchasers. Room mates, other than guests, shall be considered renters and the same leasing requirements shall apply. (See Separate page for Leasing Requirements.)

Notification in writing to the Board of Directors must be made of any guest staying for a period of time longer than one (1) night.

9. One (1) parking space is assigned to each unit. A second vehicle owned by a resident may NOT be parked in a space designated for guests. A vehicle owned by a guest may be parked in these spaces, but not for a period longer than One (1) month. After that time the vehicle shall be considered to be a second vehicle of the owner. Private arrangements may be made to rent spaces assigned to other units as agreed by the parties involved. After notification of non-compliance, any offending vehicles shall be subject to towing.

It is prohibited to park large trucks, commercial vehicles, house or boat trailers, or trailers of the type used for hauling or moving in the common parking area. The grassy area along the street may be used for temporary parking of these vehicles after obtaining permission from the city.

It is also prohibited to perform non-emergency automobile maintenance and/or repairs (such as oil changes) in the parking area.

10. There is a one time fee of \$30.00 to use the bicycle shed. Only bicycles used on a regular basis may be stored in the shed. Storage of unused bicycles is not permitted in the bicycle shed, parking area, walkways or other common areas.
11. Recycleable items, such as glass, plastic containers, paper, etc. are to be placed in the containers designated for them in the service area. Cardboard boxes are to be broken down and placed along side the containers if they are too large to go inside. PLASTIC BAGS ARE NOT RECYCLEABLE. They are to be placed along with other garbage in the regular unmarked containers.
12. All children under the age of twelve (12) years must be accompanied by an adult when using any of the facilities on the property. This includes the swimming pool, docks, club house, shuffleboard courts, grassy and parking areas.
13. **SMOKING IS NOT PERMITTED** in the common areas, such as the swimming pool,

the deck surrounding it, club house, laundry rooms, storage rooms, elevators and passages in front of another's unit.

Second-hand smoke is both offensive and dangerous.

14. A duplicate key to the unit must be provided to the Board of Directors. It will be kept in a secured location and used only in the case of emergency and only with two (2) persons in authority present, such as Board or Committee Members.
15. The building's Bulletin Boards situated between the mail boxes and the elevators is solely for the use of the Board of Directors for posting official notices. Other Bulletin Boards provided inside the club house, elevators, and laundry rooms are for the residents' use to post items of interest.
16. Unless otherwise reserved for community activities, use of the club house for private parties by residents is permitted by reserving the date on the calendar provided on the Bulletin Board in the club house with your name, unit number and the time of the event. Clean up and trash removal after the event is required and all events, including clean-up, must terminate no later than Midnight. The resident is responsible for the repair and/or replacement of any damaged items.

The resident should accompany their guest when using the billiard room, television and video area, kitchen and the barbeque area in the front of the club house.

Whenever using the club house, it is your responsibility to TURN OFF THE HEAT OR AIR CONDITIONING, WATER HEATER AND ALL LIGHTS except the light designated as the night light on a timer. Also, see that all doors are locked.
17. Barbeques or grills are NOT permitted on the balconies, walkways or porches. They are permitted by the two fishing sinks adjacent to the docks and in the designated area in front of the club house.
18. All articles kept in the storage rooms must be within the locker space provided and no perishables or combustible materials are allowed. Both Laundry Room and Storage Room Doors should be locked upon leaving the area.
19. Swimming Pool regulations are posted on the pump house and must be observed by both residents and guests. Running or diving is NOT permitted. No glass containers. No food or drink in the pool or on the surrounding ledge of the pool is allowed. See separate page covering pool use.
20. The docks may be used by residents and guests for fishing and enjoying the river sights. No other use is permitted. Docking facilities are under the control of the Board of Directors.
21. See separate pages covering requirements for the sale or lease of the unit. Both the prospective purchaser and/or lessee must appear in person for the approval meeting PRIOR to the finalization of the sale and/or lease.

POOL USE

As previously stated, rules governing the use of the pool are posted on the pump house and are based on State and County Health and Safety Codes. Management has the right to deny pool use to residents and /or guests who are non-compliant to these rules.

1. Guests: Residents must be on the property when a guest using the pool is visiting for the day. After notification to the Board of a guest staying longer than one (1) night, that guest may have use of the pool whether the resident is on the property or not. Guests should be notified of the following rules and to read and abide by them as well as the posted rules.
 2. Children under the age of twelve (12) must be accompanied by an adult.
 3. Smoking: It is "NOT" permitted to smoke in the pool or on the deck surrounding the pool. Smoking is permitted on the porch of the club house. Ashtrays are not provided, so residents and guests are required to supply a container for their own use.
 4. Food and Drink: It is not permitted to have food or drink in the pool or along pool's edge. No glass containers of any sort are permitted. Refreshments are allowed on the deck surrounding the pool. Clean up and trash removal on the deck is the responsibility of those using these items. Garbage containers are available in the service areas behind each of the buildings, please use them.
 5. Lap Swimming: The rope defining the deep end of the pool can be unhooked at one side to permit this use. The rope should be re-attached by the lap swimmer before leaving the pool. Other persons in the pool should courteously avoid the lanes used by the lap swimmer.
 6. Tanning Lotion: Showering before entering the pool is required, especially by those who have applied tanning lotion. In addition, towels should be placed on pool chairs and lounges to protect them from stains caused by tanning lotion.
 7. Floats and Water Toys: These items are permitted provided the use does not interfere with the enjoyment of others who are using the pool. These items may not be left on the deck. Upon leaving the area, please take them with you.
 8. Pool Furniture: Umbrellas should be returned to the closed position when leaving the area. Their use is prohibited on days with high winds. Return chairs and lounges to their original place if you have moved them for your use.
 9. Pool Fencing: It is prohibited to hang any object such as towels, beach bags, etc. on pool fencing, as well as on any other railings and/or fencing on the property.
 10. Respectful Behavior: Diving, jumping, cannon-balling, running and excessively noisy behavior is prohibited. This behavior can be dangerous and is not tolerated. It shall cause removal of the offenders from the pool area.
- D.B.H.A., Inc. is "NOT" responsible for any injuries and/or damages as a result of the use of the swimming pool. There are "NO" lifeguards and it is a "Swim at your own risk" facility.

SELLING

Requirements necessary for the sale and/or transfer of your unit:

1. Notify the Board of Directors "IN WRITING" of your intention to sell the unit.
2. If you are listing the unit with a Realtor, advise the Board of Directors IN WRITING the name, business address and phone number of the Real Estate Office, as well as the name of the individual who has listed your unit.
3. Explain these selling requirements to the listing Real Estate agent and supply him/her with all the necessary documents.

In addition, notify the Realtor that no sign or notice may be posted on or in any window, door, exterior wall, walkways, or grounds. The "ONLY" exception is for an "Open House" sign not to exceed 12"X12" which may be placed on the door or in front of the unit on the day of the open house. No more than three (3) balloons may be tied to the railing in front of the unit to identify it for the open house.

Also make the Realtor aware of the parking restrictions. Only spaces identified as "guest" parking may be used by Realtors and/or their clients.

4. Determine that the set of Daytona Beach Harbour Apartments, Inc. Condominium documents you received at the time of purchase is complete and up-to-date, as these must be transferred to the purchaser. A new set may be purchased through Board of Directors or the management company.

These documents include:

- A. the "Declaration of Restrictions, Reservations, Covenants, Conditions and Easements" and all Amendments thereto,
 - B. the "Articles of Incorporation" and all Amendments thereto,
 - C. the "By-Laws" and all Amendments thereto and
 - D. The "Obligations of D.B.H.A. Unit Owners and Residents".
5. Obtain an "Application for Sale (Transfer)", an "Addendum to the Application", and a "Questionnaire for the Prospective Buyers". Give these documents to your Realtor along with the set of Condominium documents listed above. The Application, and Questionnaire must be completed by the purchaser and PROMPTLY returned to the Management Company along with a check in amount of \$50. made payable to A.C.A.M.A., for the processing transfer fee charged by management.

Upon receipt of these items, by Atlantic Community Association Management and Accounting, Inc. they will forward necessary documents to the Board and an Approval Meeting will be scheduled to be attended by the purchaser "in person" prior to any scheduled closing date. At that time, if there are no objections, the "Certificate of Approval" will be notarized and mailed to the Title Co. or if time does not permit, given to the purchaser.

LEASING

Requirements for Leasing all or part of your unit.

1. Ownership of the unit must be for a period of at least one (1) year prior to leasing all or part of the unit.
2. All leases must be for a minimum of one (1) year and submitted to the Board of Directors for approval. Renewal of a lease is subject to the same conditions. A "Room-mate" with expense sharing arrangements is considered the same as a Lessee and must comply with these Leasing requirements.
3. An "Application for Lease" and an "Addendum to the Application" are available from management. A \$50. Transfer Fee must be paid by the owner for each lease (but not for lease renewals). A check made payable to Daytona Beach Harbour Apartments, Inc., should be submitted along with these completed forms, a copy of the Lease and two (2) letters of reference to management for processing. One (1) of the letters must be from an employer, bank or previous landlord. Management will forward these items to the Board of Directors and an Approval Meeting with the Lessee in person will be scheduled PRIOR to the commencement date of the lease. A Lessee may not move in and/or have any furnishings delivered prior to acceptance at the Approval Meeting.
4. Prior to the approval meeting, a copy of the "Obligations of D.B.H.A. Unit Owners and Residents" should be given to the Lessee with instructions to carefully read it and be willing to comply with these obligations. This is important, an owner can be held responsible for the non-compliant actions of the Lessee.