

WOODHAVEN CONDOMINIUM

At PALM COAST

OWNER/OCCUPANT REQUIREMENTS

MANUAL

(CODE OF CONDUCT)

Revised 10/5/11

SCOPE:

This document lists the restrictions pertaining to condo living at Woodhaven Condominiums at Palm Coast. It consists of Articles taken from the Declaration of Condominium within the **Declaration of the Woodhaven Condominiums at Palm Coast** along with **Rules and Regulations**.

Articles taken from the Declaration of Condominium are identified, and can only be changed by a vote by the owners, in accordance with Article VII of the Declaration of Condominium. Rules and regulations are allowed by article XV-G and can be changed by the Board of Directors.

If there are any conflicts between this document and the Declaration of Condominium, the Declaration of Condominium governs.

This document supercedes all previously issued Rules and Regulations.

APPLICABLE DOCUMENTS:

- Declaration of the Woodhaven Condominium at Palm Coast
- Florida Statutes Chapter 718 Condominiums

TABLE OF CONTENTS:

- ARTICLE XIV; Maintenance, Alteration And Improvement..... page 3
- ARTICLE XV; Use Restrictions..... page 5
- ARTICLE XVI; Limited Common Elements..... page 11
- ARTICLE XVII; Easements..... page 13
- ARTICLE XIX; Compliance And Enforcement..... page 15
- ARTICLE XXII; Recreation Facilities Within This Condominium... page 17
- ADDENDUM A page 21

The following were revised, & reaffirmed as the rules and regulations of the WOODHAVEN CONDOMINIUM AT PALM COAST, INC., a Condominium, by the Board of Directors, upon this date.

DATED: _____, 2006

BY: _____
Secretary

AFFIRMED

President

ARTICLE XIV
MAINTENANCE, ALTERATION AND IMPROVEMENT

A. By the Unit Owner.

1. The owner of each unit must keep and maintain his unit, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his unit which, if omitted, would adversely affect the condominium, the other unit owners or the Association and its members. The owner of each unit shall be responsible for any damages caused by a failure to maintain said unit. Maintenance, repair and replacement shall include, but not be limited to, the following: air-conditioning and heating equipment, including those portions or the equipment located on the common elements; all windows and sliding glass doors, including operating mechanisms, screening and glass; service equipment, such as dishwasher, refrigerator, stoves, ovens, hot water heaters, disposals and all other appliances; plumbing fixtures and connections, sinks, drains and all pipes within the unit or located on the common elements, but servicing only the unit; exterior doors, excluding the painting of the exterior which shall be a common expense of the Association; floor coverings, excluding the floor slab; and inside paint and other inside wall and ceiling finishes.

2. The owner of a unit further agrees to pay for all utilities, such as telephones, electricity, etc., that may be separately billed or charged to each unit. The owner or owners of each unit shall be responsible for insect and pest control within the unit and within any limited common elements appurtenant thereto unless separately contracted for by the Association.

3. Wherever the maintenance, repair, and replacement of any items which the owner of a unit is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, or the insurance trustee, herein designated, shall be used for the purpose of making such maintenance, repair or replacement; except that the owner of such unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

4. The interior and the interior surfaces of any limited common element appurtenant to the unit must be maintained by the owner of such unit and kept in a neat, clean, and trim condition. Provided, however, that, if any portion of the interior of any such limited common element is visible from outside the unit and the limited common elements appurtenant thereto, then, the unit owner shall first obtain the written consent of the Association before altering the appearance thereof.

5. In order to preserve the architectural appearance of the condominium as the same was originally designed and constructed, no unit owner shall change, modify or alter the common elements, in any way or manner whatsoever, except the interior portion of the limited common elements appurtenant to his unit and not visible from the exterior thereof. Without intending to limit the generality of the foregoing, no unit owner shall change, modify or alter the design and appearance of any of the exterior surfaces, facades and elevations, landscaping and planting, windows, or exterior doors. Nor shall any unit owner change the design or color of any exterior lights or doors, nor install, erect or attach to any part of the exterior of his unit any sign of any kind whatsoever. Nor shall he install, erect or attach to any part of the exterior or roof of any unit or any part of the common elements any sort of radio, CB or television aerial, whether for sending or receiving. Nor shall any owner erect or construct any original structure. Provided, however, that if the Board of Directors of the Association finds that it is not detrimental to the interests of the Association and its members, it may authorize a unit owner to make such change, modification or alteration, provided that: (a) the alteration does not adversely affect the Association, any member thereof, or the Developer; (b) a copy of plans for any such alteration prepared by a licensed architect and a copy of the construction contract shall be filed with the Association and approved by its Board of Directors in writing prior to commencement of the work; and (c) the full cost of the same is first placed in escrow with the Association.

RULES AND REGULATIONS

1. CARPET. All living room, dining room, and bedroom floors in second floor units must be carpeted over padding.

2. STRUCTURAL CHANGES AND ALTERATIONS. No structural changes or alterations shall be made within any unit, except upon approval, in writing, of the Board of Directors of the Association.

3. WIRING, ANTENNAE, ETC. No owner or occupant of a unit shall install wiring for electrical or telephone installations, nor install any type of television antennae, machines or air conditioning equipment, etc., except as authorized, in writing, by the Board of Directors for the Association.

4. APPEARANCE.

A. Each owner shall keep such unit in a good state of preservation and cleanliness and shall not sweep or throw to permit to be swept or thrown there from, or from the doors, windows, or balconies thereof, any dirt or other substance.

B. The owners must keep the interior of the limited common elements appurtenant to his unit free from obstructions and in neat and tidy order.

5. WINDOW TREATMENTS. All shades, blinds, curtains, draperies and/or other materials shall be white only in color when viewed from anywhere outside the unit.

ARTICLE XV **USE RESTRICTIONS**

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

A. Residential Purposes. Each unit (except for models and units held for sale by Developer) shall be used for single family residential purposes only and no business or commercial activity of any nature shall be maintained or conducted on any of said units. Except as otherwise provided herein, units may be occupied only as follows:

(1) If the owner is an individual or individuals, other than individuals constituting a business partnership, limited partnership or joint venture, the unit may be occupied by such owner's family, servants and guests.

(2) If the owner is a corporation, partnership, limited partnership, joint venture or other business entity, the unit may be occupied by its partners, joint venturers, employees, officers, and directors, and by members of the families, servants and guests of the foregoing.

(3) No more than a single family may reside in a unit at any one time.

(4) If a unit has been leased, as hereafter provided, the lessee shall be deemed to be the "owner" for purposes of this section during the term of said lease.

B. Use of Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the benefit and enjoyment of the residents of the units in the condominium.

C. Lawful Use. No improper, offensive or unlawful use shall be made of the units, the condominium property, nor any part of it.

D. Insurance Rates. No unit owner shall make or permit any use of his unit or the common elements which will increase the cost of insurance on the condominium property.

E. Nuisances. No nuisances shall be allowed in the units or upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the condominium property by its residents.

F. Occupancy. No rooms may be rented separately from the unit and no leases for less than ninety (90) consecutive days shall be permitted; entire units may be leased for periods of not less than ninety (90) days. Units which are leased may be occupied only by the lessee and his family, servants and guests.

G. Rules and Regulations. Reasonable rules and regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium

upon request. Any such regulations shall not be required to be incorporated in an amendment to this Declaration or otherwise filed of record.

H. Pets. The Condominium Association whether acting through its Board of Directors, shall not impose prohibitions on the keeping of pets in the condominium units providing that the pets so kept are the kind of animals, fish or birds usually kept as household pets. With respect to pets which require access to the outside, such as dogs and cats, the Condominium Association may prohibit the keeping of more than one of such pets in any individual unit. The association may also impose reasonable restrictions on when, where, and how such pets may be permitted upon the common elements of the condominium property. The limitation on the prohibition of pets contained in this paragraph H shall not restrict nor prevent the Condominium Association from prohibiting or requiring the removal of pets in individual cases where such pets are or become legal nuisances and unreasonably disturb the quiet enjoyment of the condominium property or units by the unit owners.

I. Modifications. A unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls of the buildings, including awnings an/or storm shutters, doors or windows. Nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their unit. Nor shall they place any furniture or equipment outside their unit or on the limited common elements appurtenant to their unit except with prior written consent of the Board of Directors; and further, when approved, said action shall be subject to the Rules and Regulations adopted by the Board of Directors.

J. Clothes Lines or Antennas. No clothes lines or similar device shall be allowed on any portion of the condominium property except in areas that may be designated by the Association. An antenna may not be installed and/or affixed to any exterior part of a unit, the limited common elements or the common elements of the condominium.

K. Parking. The overnight parking of vehicles of any kind upon any of the condominium property used for roadway purposes is prohibited. The overnight parking of automobiles without a current license tag and inspection certificate, or trucks over one ton capacity or in commercial use, or trailers, motor homes, campers or boats is prohibited anywhere on the condominium property.

L. Signs. No "for sale" or "for rent" signs or other signs, advertisements or notices of any type shall be displayed by any individual unit owner on his condominium parcel or any part of the condominium property.

RULES AND REGULATIONS

6. **USE.** Each unit in the Condominium shall be used for residential purposes only, and the use of the unit shall be consistent and in compliance with all existing laws, the provisions of the Declaration and other Condominium documents, and these Rules & Regulations. Units may NOT be utilized for business or commercial purposes.

7. **OCCUPANCY.** No two-bedroom unit shall be permanently occupied at any time by more than four individuals, and no three-bedroom unit shall be permanently occupied by more than six individuals.

Owners, or owners' approved lessees, shall be permitted to have visitor occupants of any age provided that at no time shall any two-bedroom unit have more than six individuals, nor any three bedroom units have more than eight individuals, in temporary residence.

8. **PETS.**

A. Each unit owner, lessee, renter, or resident may have but one (1) pet – dog, cat or bird – per unit. Pets may NOT exceed fifteen (15) pounds, excepting service dogs. A 'pooper-scooper' system must be used to pick up pet droppings, which shall be disposed of in wrapper or sealed plastic bags in the nearest dumpster.

B. All pets must be appropriately leashed or tethered when outdoors. No pet shall be left alone or unsupervised.

C. Any damage caused by pets shall be reimbursed by the pet's owner. Fleas can be a very serious problem in Florida, so it is recommended that pet owners protect the unit contents by monthly pest control treatments.

D. Deleted.

9. **PROHIBITIONS.**

A. Unit owners shall not permit anything to be done or kept in their units which increases the insurance rate or premiums on the Condominium, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owners commit or permit any nuisance, immoral or illegal act on or about the Condominium property.

B. Common elements shall not be obstructed, littered, defaced (such as installing hose brackets in walls of buildings or faucets) or misused in any manner.

C. No article shall be hung or shaken from the doors, lanais, windows or walkways, or placed upon the outside window sills of the units.

D. No bicycles, scooters, toys, baby carriages, flower pots/planters or other personal articles shall be allowed to stand or be stored in any of the common areas other than limited common areas, i.e. lanais.

E. No more than one water hose per unit may be stored outside either in the rear or at the side of the building. The hose may not be attached to the faucet while stored. The hose must be neatly coiled or wound on a hose reel to ensure a neat appearance of the common grounds.

F. Smoking is prohibited at all times in the Amenities Building (Clubhouse) in accordance with Florida State Law.

10. EXTERIOR MODIFICATIONS. No shades, awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about any building except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of Association.

11. LANAI.

A. The following use of the unit's lanai is prohibited:

-Open flame cooking or related activity.

-Drying of laundry and/or swim attire.

-Airing of bedding or bed linens.

B. Each owner or occupant of a unit shall keep the lanai free from obstructions and in a neat or tidy order.

C. Approval of the Board must be obtained by the owner prior to enclosure of the lanai; installation or use of screening, blinds or shielding devices within the lanai; or any other modification which alters the exterior appearance of the unit's lanai. (Refer to article XVI-A)

D. Clothesline installation within the unit's lanai is prohibited.

12. SIGNS, ADVERTISEMENTS. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other exterior part of the units, or on any portion of any limited common element appurtenant thereto which is readily visible from the exterior, nor shall anything be projected out of any window in the units. As far as signage on vehicles is concerned, the Association recognizes that some people are allowed to take their vehicles home after hours and use them as transportation to and from work, however no signs will be allowed on vehicles that are routinely or permanently parked on the common property overnight. An exception to this rule would be if the owner of a vehicle under one ton capacity (even if used commercially) covers the signage on the vehicle either a magnetic overlay, covers the vehicle fully with a car cover, or removes the sign(s) from the vehicle while parked overnight.

13. WASTE DISPOSAL. All trash and waste from the units (except household articles) shall be deposited, with care, in the convenient dumpsters provided by the Association. Cartons and cardboard boxes should be broken down and flattened. Plastic bags, preferably bio-degradable, make for sanitary disposal and are strongly recommended for all residents to use. Wet garbage shall be deposited in the units' disposal appliance rather than in the garbage containers. Pickups are made twice per week. Disposal of used appliances, furniture, mattresses and other household articles is the responsibility of the unit resident. Removal of these items can be accomplished by contacting the waste disposal company to arrange for a pickup.

14. PLUMBING. Water closets and other plumbing in the buildings shall not be used for any purposes other than those for which they were constructed nor shall any sweeping, rubbish, rags, paper, ashes, or any other article be thrown in the same. Any damage resulting from misuse of any water closets or

other plumbing shall be paid for by the owner in whose units it shall have been caused.

15. NOISE. Owners and occupants of units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers or other loud speakers in said unit so as not to disturb the other persons and parties occupying other units. Owners and occupants shall not play upon or permit to be played any musical instrument, nor operate nor permit to be operated a phonograph, radio, television set or other loud speaker in any unit between the hours of 11:00 o'clock PM and the following 8:00 o'clock A.M., if the same might disturb or annoy other occupants of the condominium.

A unit owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants, approaching or upon any of the driveways or parking areas serving the condominium property.

16. VEHICLES & PARKING.

A. The overnight parking of vehicles of any kind on the condominium property used for roadway purposes is prohibited. In addition, the overnight parking of automobiles without a current license tag, or trucks over one (1) ton capacity or in commercial use, or trailers, motor homes, campers or trailered boats is also not permitted. Violators shall pay for the cost of towing and other related expenses

B. Residents are limited to two (2) vehicles per unit.

C. Motorcycles, while permitted, must have noise suppression equipment such as mufflers. Motorcycles NOT having mufflers or noise suppression equipment are not permitted and will be subject to citation. Further, no motorcycles may be stored in trailers, nor is any trailer allowed on common property.

17. INFLAMMABLE FLUIDS; HAZARDOUS SUBSTANCES. No owner shall use nor permit to be brought into the units, **(INCLUDING LANAI AREAS)** any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, **INCLUDING THE STORAGE OF PROPANE TANKS**, except for lighter fluid and cleaning fluid in amounts of one gallon or less. **NO OPEN FLAME COOKING IS TO BE DONE IN THE LANAI AREA. GRILLS, (EITHER CHARCOAL OR PROPANE MAY NOT BE USED OUTSIDE THE UNITS. THEIR USE POSES A FIRE HAZARD GIVEN THE AMOUNT OF VEGETATION SURROUNDING THE BUILDINGS. STORING OF GRILLS OUTSIDE THE BUILDING IS ALSO PROHIBITED.**

18. COMPLAINTS. Complaints regarding the maintenance of the unit's exteriors and grounds, or regarding actions of other owners, their pets, children and guests shall be made in writing to the Association and signed by the person registering the complaint. The name of the complainant shall be kept in confidence by the Association. The Association shall not be required to investigate or rectify any matter which is the subject of an oral or unsigned complaint.

19. CONSENTS. Any consent or approval given under these regulations or under rules promulgated by the Board of Directors of the Association can be revocable at any time, for just cause.

20. MODIFICATION OF RULES. These regulations may be modified, added to, or repealed at any time by the Board of Directors of the Association.

21. SCREEN DOORS. The owner of the unit may install a screen door on the front entrance door frame. The Screen door must be full view and bronze in color. Storm doors with glass panels are not permitted.

The unit owner shall advise the Association prior to the installation, or replacement, of any screen door. Any alteration to the unit's fascia boards must be inspected before the installation is accepted by the Association.

22. TREES PROCEDURE. The Board will approve the planting of trees, by owners, using the procedure listed as Addendum A.:

23. SOD PROCEDURE. The Board will approve the replacement of sod, by the owners, using the procedure listed as Addendum A.

24. PLANTS PROCEDURE. The Board will approve an increase in the planting area, by the owners, using the procedure listed as Addendum A:

25. LANAI ENCLOSURE PROCEDURE. The board will approve the enclosure of the unit's lanai, by the owners, using the procedure listed as Addendum A.

226. MESSAGE CENTER. The bulletin board located on the south wall of the clubhouse entryway is to be used by Woodhaven residents as a "Message Center" for posting notices of events, wants, disposals, etc.

The following rules have been adopted for use of the "Message Center".

1. The "Message Center" is to be used only by Woodhaven residents.
2. No commercial, political, fraternal or religious notices are permitted.
3. Messages must be prepared on "Woodhaven Resident Message" forms (attached) which are available in the clubhouse; and, the form deposited in the "Condo Contact" drop box. Messages will be posted on the "Message Center" by the Amenities Committee. The Board of Directors may withhold the posting of a message if they believe it is detrimental to the Woodhaven Association.
4. Messages will be removed from the "Message Center" after being posted fifteen (15) days.

ARTICLE XVI
LIMITED COMMON ELEMENTS

Those portions of the common elements reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are deemed limited common elements. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association, unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefore, and the Association shall have the right to levy and assessment against the owner of said unit, which assessment shall have the same force and effect as all other assessments. The limited common elements include the following:

A. Balconies or Terraces: A unit owner shall have the right to the exclusive use of his connecting terrace or balcony and shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said exterior balcony or terrace, and the maintenance, care, preservation and replacement of the screening or enclosure on the said balcony or terrace, if applicable, and fixed and/or sliding glass doors in the entrance way to said balcony or terrace. A unit owner may not modify or enclose his balcony or terrace except with the prior written approval of the Board of Directors of the Association, and said Directors may designate a type or design of modification or enclosure that they will approve, or they may refuse to approve any type of modification or enclosure in their sole discretion.

B. Parking: Each unit in this condominium shall have the right, at no charge, to the use of one (1) automobile parking space, the exact location and designation of which shall be assigned and established by the Developer at the time of the initial conveyance of the unit to a unit owner. The grant of the right to the exclusive use of an automobile parking space shall be evidenced by separate instrument executed by the Developer in non-recordable form and delivered to the unit owner at the time such owner acquires fee title to his condominium unit. An executed copy of the instrument granting such shall be maintained by the Association. The assignment of an exclusive parking space for each unit as provided for in this paragraph shall not be changed without the written consent of the unit owner of record, and any institutional mortgagee holding a mortgage on the unit.

As to the parking spaces not assigned by the Developer as provided in the above paragraph, the Developer, for such time as it determines in its sole discretion, and thereafter, the Board of Directors of the Association, may assign such additional parking spaces to the unit owners in this condominium. Any such assignment shall not be regarded in the public records of Flagler County, Florida. The Developer, for such time as it determines in its sole discretion, and thereafter, the Board of Directors of the Association, shall have the right to

change the assignment of such additional parking spaces from time to time as it deems advisable.

A portion of the parking spaces may be for the use of guests as determined by and pursuant to the rules and regulations adopted by the Developer, for such time as it determines in its sole discretion, and thereafter, by the Board of Administration of the Association. The right to the use of a designated parking space shall be a use right only, exclusive unto the person to whom such space is assigned: subject, however, to the provisions aforesaid.

The unit owner agrees that the parking area is exclusively for parking of automobiles, motorcycles or electric carts and no boats, trailers, trucks, campers or any other item can be parked or stored in said area.

RULES AND REGULATIONS

29 NON-ASSIGNED PARKING SPACES. Parking spaces not specifically assigned to individual unit owners shall be designated as "VISITOR" on the space by the Association. No unit owner shall misuse such spaces, and the Board of Directors of the Association shall be entitled to correct specific instances felt by it to be misuse.

ARTICLE XVII
EASEMENTS

A. The common elements shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive easement, which easement is hereby created for the unit owner's use and for the use of their immediate families, guests, invitees or licensees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended including, but not limited to, a nonexclusive easement for ingress and egress over streets, walks, and other rights-of-way serving the units of a condominium, as part of the common elements necessary to provide reasonable access to the public ways. The Association shall have the right to establish rules and regulations governing the use and enjoyment of the just-described easements. All easements for ingress and egress shall not be encumbered by any leasehold or lien other than those on the condominium parcels, unless:

1. Any such lien is subordinate to the rights of unit owners, or
2. The holder of any encumbrance or leasehold of any easement has executed and recorded an agreement that the use-rights of each unit owner will not be terminated as long as the unit owner has not been evicted because of a default under the encumbrance, or, that the use-rights of any mortgagee who has acquired title to a unit may not be terminated.

B. All of the condominium property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the improvements constructed on the units, or cause by minor inaccuracies in building or re-building said improvements, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

C. If there shall be located within the boundaries of any unit any conduits, ducts, plumbing, wiring or other facilities for the furnishing of public or private utility services to other units, or to the common elements, an easement in favor of the Association and the other unit owners shall exist therefor, and an easement of access to and through such unit for the repair and maintenance of the foregoing shall exist in favor of the Association. Said access to the unit shall only be during reasonable hours, except that access may be had at any time in case of emergency.

D. Every portion of a unit contributing to the support of the building shall be burdened with an easement of support for the benefit of all other units and common elements in the building and vice versa.

E. The appurtenances shall include an exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium and any subsequent phase or phases adequately. As used herein, the term "utility

services” shall include, but not be limited to, water, sewer, telephone, power, electric, natural gas, cable television, irrigation, and other utility services. Developer, for itself, its assigns, and the Association herein described, reserves the right to impose upon the common elements henceforth, and from time to time, such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary and proper for, the condominium.

G. Until all of the phases described in article XXI are submitted to this condominium form of ownership under this declaration, or until the developer’s rights under Article XXI have expired, the Developer shall have the right and easement to enter on, over and across the condominium property for construction purposes and for access to the lands in subsequent phases and shall have the further right to use the condominium property for construction purposes. No unit owner, his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns in connection with such construction; and, any such construction shall not be deemed a nuisance. Should any additional documentation be required or be deemed necessary for the purpose of documenting this easement and right, the Association and/or the Developer shall execute the same in recordable form.

H. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were original granted the benefit of such easement and the unit owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

RULES AND REGULATIONS

30. **ABSENCE**. Each unit owner who plans to be absent from his unit for any period of time in excess of two days shall turn off the water main and advise the Association who should be contacted to care for his unit should the unit suffer damage.

31. **ENTRY**. The agents of the Association and any contractor or workman authorized by the Association may enter any unit or any limited common element appurtenant thereto at any reasonable hour of the day for any purpose permitted under the terms of the Declarations of Condominium, By-Laws of the Association or any management agreement. Except in case of emergency, entry will be made by pre-arrangement with the owner.

32. **PASSKEY; LOCKS**. The Association may retain a passkey to each unit.

ARTICLE XIX
COMPLIANCE AND ENFORCEMENT

Each unit owner shall be governed by and shall comply with the terms of this Declaration of Condominium, the Articles of Incorporation, the By-Laws and Regulations and the Rules of the Association. Failure of a unit owner so to comply shall entitle the Association and/or the other unit owners to the relief set forth in the following sections of this article, in addition to the remedies provided by the Condominium Act.

A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or willful act or that of any member of his family, guest, employee, agent, lessee, invitee or pet; but, he shall only be liable to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation, By-Laws, Regulations or Rules of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including fees on appeal, as may be awarded by the court.

The failure of the Association, the Developer or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, By-Laws, or the Regulations or the Rules of the Association, shall not constitute a waiver of the right to do so thereafter.

RULES AND REGULATIONS

33. **DAMAGE**. Any damage to the recreational facilities or common elements caused by any owner, his tenants, guests, invitees or members of the family of any of the foregoing, shall be repaired at the expense of such owner.

34. **LIABILITY**. Unit owners shall be held liable and responsible for the actions of their lessees, children, guests, and pets. Any damage to the common elements, and/or the amenity areas by any unit owner, his tenants, guests or the members of the family of the foregoing, shall be repaired at the expense of such owner.

35. **COMPLIANCE**. All unit owners shall conform to and abide by all Rules and Regulations in regard to the maintenance or alteration of the unit and/or common elements which are established by the Declaration of Condominium.

36. VIOLATIONS. The Board of Directors has adopted the following procedures to correct violations of Woodhaven's Rules and Regulations and/or use restrictions of the Common Areas and Limited Common Areas.

1. Deliver a NOTICE, see attached, to the occupant stating the association rule, the observed violation of the rule and a request that the violation be corrected immediately.
2. If not corrected within seven (7) days, a second NOTICE will be delivered to the occupant.
3. If not corrected within the second seven (7) days period, Property Management will be advised to send a letter to the owner, with a copy to the occupant, advising the owner that if the violation is not corrected within seven (7) days, the Association will proceed with legal action.
4. If not corrected within the third seven (7) day period, the Board will advise Property Management to have an attorney send a legal notice of contemplated legal action.
5. If not corrected within the fourth seven (7) day period, the Board will advise the attorney to proceed with the necessary legal action.

ARTICLE XXII
RECREATION FACILITIES WITHIN THIS CONDOMINIUM

The recreation facilities within this Condominium are described in Exhibit E attached hereto. As of the date of the recording of this Declaration of Condominium with Exhibits attached hereto in the Public Records of Flagler County, Florida, the personal property located within the recreation area and facilities shall consist of such personal property as is specified in Exhibit E¹, Attached hereto and made a part hereof.

Any person who is the owner of a Condominium parcel in the Condominium, together with spouse and other members of said parcel owner's immediate family, who are in residence in the Condominium parcel, as provided herein, may use the recreation facilities of this Condominium. Where a corporation is a condominium parcel owner, the use of said facilities shall be limited at any one time to such officer, director or employee of said corporation who is in actual residence and such individual shall be deemed to be the Condominium parcel owner for the purposes of paragraph. All Unit owners' children, and children of guests or invitees who are under such age as determined by the Association, must be accompanied by an adult to such portions of the recreation facilities as the association determines. Guests and invitees of a Unit owner, whether in temporary residence in the Condominium or not, may only be permitted to use said recreation facilities or portions thereof with permission of the Association, and subject to the terms and conditions as the Association may determine in its sole discretion, including the payment of additional compensation therefore. It is understood and agreed that said recreation facilities are primarily designed for the use and enjoyment of Unit owners and the use by others may be required to be limited or not permitted at all during certain times of a day, certain weeks or months of a year. The Association shall determine the foregoing in its sole discretion, including the manner and method in which said recreation facilities are to be used and under what circumstances. Notwithstanding the foregoing, where children in residence in a Condominium are the sons or daughters of the parcel owner, such parent shall not be required to pay additional compensation for use by said children of said recreation facilities. Where a Unit owner owns more than one unit, the family in residence in each Unit shall be entitled to the use of the recreation facilities, whether said family in residence be a lessee of said Condominium unit or otherwise. Where a party owns one Condominium unit and leases same, the lessee shall be entitled to the use of said recreation facilities, and said lessee's rights thereto shall be the same as though said lessee were the Unit owner. During the terms of said lease, the Unit owner and his family shall not be entitled to the use of said facilities.

¹ Exhibit E – See page 108 of the “PROSPECTUS THE WOODHAVEN CONDOMINIUM AT PALM COAST”

RULES AND REGULATIONS

37. RECREATIONAL FACILITIES.

A. The recreational or amenity facilities are solely for the use and enjoyment of the condominium owners, the owners' approved lessee and their properly invited guests. Swimming and the correct use of the amenity facilities shall be at the risk of the aforementioned and not, in any event, at the risk of the Association. All users must adhere to these Rules and Regulations and/or to the posted summarizations.

B. Amenity keys are limited to two (2) per unit owner and, in addition, the lending of Woodhaven amenity keys (for clubhouse, pool or tennis use) to non-residents will cause forfeiture of owners' and/or occupants' amenity privileges for a time to be set by the Board of Directors.

38. POOL.

1. Pool hours are from 8:00 am to 10:00 pm.
The amenity building is open from 8:00 am to dusk.
2. Residents and their guests **MUST** shower fully before using pool.
3. There is a maximum of three (3) day-guests per condo unit, but all residents' overnight guests are exempt from this limitation.
4. Day-guests using the pool **MUST** be accompanied by a resident.
5. Children under fifteen (15) years of age using the pool **MUST** be accompanied by a resident adult who is at least eighteen (18) years old.
6. Children under two (2) years of age are not permitted in the pool. Those children two (2) years and older **MUST** be toilet-trained, a Florida State law.
7. Lending of Woodhaven amenity keys to any non-resident will cause forfeiture of the occupant's and/or owner's amenity privileges.
8. No flippers, floats or toys are permitted in the pool, Running and horseplay are forbidden. Radios may be played, but only with earphones or headsets.
9. Pets are not allowed in or on any of the amenities.
10. Glass is strictly banned in the pool area.
11. Beverage and food refuse **MUST** be cleaned up and disposed of in the proper receptacles. Smokers must do their part to keep the areas clean.
12. No more than twenty (20) persons are permitted in the pool at one time.
13. Proper attire is required coming to and from the pool area as well as when utilizing it.
14. Those using the pool do so at their own risk. Accidents should be reported to Management as soon as possible.

15. Emergency local phone calls, such as 911 for fire, first aid or police, should be made from the wall phone near the Men's Room.

39. TENNIS COURT REGULATIONS.

1. Tennis courts are open from 8:00 am to dusk.
2. There is a maximum of three (3) day-guests per condo unit, but all residents' overnight guests are exempt from this limitation.
3. Day-guests using the tennis courts MUST be accompanied by a resident.
4. Children under fifteen (15) years of age using the tennis courts MUST be accompanied by a resident adult who is at least eighteen (18) years old.
5. Lending of Woodhaven amenity keys to any non-resident will cause forfeiture of the occupant's and/or owner's amenity privileges.
6. Pets are not allowed in or on any of the amenities.
7. Glass is strictly banned in the tennis area.
8. Beverage and food refuse MUST be cleaned up and disposed of in the proper receptacles. Smokers must do their part to keep the areas clean.
9. No more than eight (8) persons are permitted on the tennis courts at one time.
10. Those using the tennis courts do so at their own risk. Accidents should be reported to Management as soon as possible.
11. Tennis courts will be used on a first come first used basis. There will be no reserving of the tennis courts.

40. CLUBHOUSE. The Board hereby adopts the following rules regarding the use of the clubhouse.

1. USE OF CLUBHOUSE

A. The clubhouse can be used only for social functions organized by Woodhaven residents.

B. Business or organizational meetings not connected with official Woodhaven Association Business are not permitted.

2. RESERVING THE CLUBHOUSE

A. The Clubhouse may be reserved by a Woodhaven resident entering the date and time on the activities calendar, located on the bulletin board at least one week before the event.

B. Reserving the Clubhouse does not include use of the pool or tennis courts.

C. If a majority of the guests are not Woodhaven residents, the reservation must be approved by the amenities chairman.

D. There will be a \$25.00 refundable security deposit required.

3. RESTRICTIONS ON USE OF THE CLUBHOUSE

A. The attendance in the Clubhouse is limited to 28 persons.

B. Children 15 and under must be accompanied by an adult except when using the bathroom from the pool area.

C. The use of grills is forbidden in the Clubhouse or outside on the adjoining amenities area.

D. Alcoholic beverages may be served, however, moderation is requested.

E. The Clubhouse must be cleared by midnight.

4. AMENITIES AVAILABLE AND CLEANING REQUIREMENTS.

A. Extra tables and chairs are available by contacting the Amenities Chairman.

B. Ice is usually available in the freezer, Please refill the ice trays.

C. The person reserving the Clubhouse shall be responsible for cleaning-up the Clubhouse, arranging furniture, turning off the lights and locking up. The air conditioner should be left at 80 degrees or the heater at 70 degrees according to the season.

D. If the clubhouse is left in good condition, the \$25.00 security deposit will be returned. In the event the clubhouse is not cleaned and the Association has to bear this expense, the deposit will not be returned.

41 LAKE REGULATIONS.

A. No swimming, fishing, wading, sailing or boating shall be permitted on the lake.

B. Unit owners, their lessees, family and guests, shall do nothing to in any way disturb the lake bottom or to damage the liner thereon.

C. No one shall place in the lake any object, substance, fluid or material of any kind, other than those necessary chemicals authorized by the Board of Directors of the Association.

D. The area around the lake shall be kept free from litter and no one shall damage in any way the vegetation and landscaping surrounding the lake.

Addendum A

SCOPE: The following is the procedure to be followed by Unit owners who want to do the following;

- Enclose the lanai
- Plant additional tree(s).
- Replacement of sod.
- Adding plants.

1. APPLICATION.

A. The request to the Board of Directors for approval must be in writing.

B. The request must include:

- Unit number by street address.
- The material to be used.
- A drawing showing the modifications in detail.
- The name of the person or contractor that will perform the task. Must be a reputable licensed and insured concern.

2. SOLICITATION OF ADVICE.

A. The Board of Directors will solicit the advice of knowledgeable parties as to the feasibility of the project.

3. APPROVAL.

A. The approval must be in writing.

B. The approval will be on the condition that that work is done per the written request using the stated materials and following the drawing plans.

C. The Board of Directors will not approve the planting of trees on the lakeside of any building, nor will the Board of Directors accept applications to enclose a lanai which proposes the installation of frosted glass or jalousie-type windows.

4. INSTALLATION CRITERIA.

A. All work must conform of the colors, materials, and architecture as to conform to the appearance of rest of the units.

5. REQUIREMENTS.

A. LANAI:

- The work must be performed by a licensed contractor in accordance with all local building code requirements.
- The lanai must not be used as an additional bedroom, or used in any way precluded by the Articles, Rules and Regulations of the Association.
- The owner, or subsequent owners, must assume any additional expense incurred by the Association in maintaining, repairing, or replacing of the common elements due to damages that are caused by the enclosure.
- The completed enclosure must not materially change the appearance of the unit's lanai.

B. TREES, SOD, AND PLANTS:

- The owner will be responsible for any damage to underground utilities such as, but not limited to, Power, Telephone, TV cables, water pipes and the irrigation system.
- The owner must provide care until the planting is established.
- The owner is responsible for the cost of the change including replacement of the plastic coving.
- The Association will provide normal care after the planting is established; however, the Association will not accept any responsibility for the planting and will not replace same if it dies at some future date. Once planted and established, the plants, sod, and trees, which are on common ground, become the property of the Association for care, removal and/or replacement.